

AGREEMENT

BETWEEN THE

DISTRICT BOARD OF TRUSTEES

BREVARD COMMUNITY COLLEGE

AND

UNITED FACULTY OF FLORIDA

BREVARD COMMUNITY COLLEGE

2006-2009

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ARTICLE I PREAMBLE

Section 1. This Agreement is entered into by and between the District Board of Trustees of Brevard Community College (hereinafter the Board or Employer), and United Faculty of Florida-Brevard Community College (hereinafter, UFF-BCC).

Section 2. This Agreement is intended to serve the interests of the members of the public who are represented by the Board, in having at all times available to them the College's services on an efficient and economical basis. It is contemplated that this Agreement will serve the public interest by insuring that the administrative staff and the members of the bargaining unit will make every reasonable effort to carry forward the College's legitimate activities and functions, and by defining the Employer's obligations to the UFF-BCC and members of the bargaining unit, thus avoiding disputes due to misunderstandings; as well as by providing a grievance procedure for the resolution of any claims that the Agreement has been violated by the Employer.

Section 3. The Board and the UFF-BCC recognize the College's mission to provide the highest quality of educational services to the community served, and each acknowledges the responsibility and contributions of the other toward this objective. They both pledge themselves to an institution that is staffed by qualified teachers, counselors and librarians with the appropriate level of training. They agree to make every effort as an administration and UFF-BCC to maintain a high level of professional standards of knowledge, integrity and dedication.

Section 4. The Board, as required by applicable laws or regulations, agrees not to discriminate against any faculty member. The Board further agrees not to discriminate against any faculty member because of affiliation with UFF-BCC, to the extent required by applicable law and regulations.

ARTICLE 2 RECOGNITION

Section 1. The Board recognizes the UFF-BCC as the sole and exclusive collective bargaining agent for all members of the full-time Faculty (counselors, librarians and teachers, as certified by the Florida Public Employee Relations Commission in Case No. 8H-RC-754-4219) in matters concerning wages, salaries, benefits, working conditions, and other terms and conditions of employment.

Section 2. Members of the UFF-BCC bargaining team will not be required to take personal leave to participate in bargaining sessions with the Administration.

ARTICLE 3 INFORMATION AND COMMUNICATION

Section 1. During the term of this agreement, the Board agrees to furnish to the UFF-BCC, upon written request, all available information which is in the Board's current possession or custody, which is not privileged or confidential under applicable law, and which is necessary to enable the UFF-BCC to intelligently fulfill its role as bargaining agent. This article shall not oblige the Board to make calculations or compilations, but refers only to the right to obtain existing records, and a charge not to exceed \$.10 per impression may be assessed for copies of records or documents.

Section 2. The right to inspect any individual's personnel record shall exist only if that individual authorizes such inspection in writing.

Section 3. Upon approval and ratification of the Agreement by the Board and the members of the bargaining unit, the Board shall provide a copy of the Agreement to each member of the bargaining unit. Fifty additional printed copies will be provided to the UFF-BCC. The cost of reproduction and printing the Agreement will be borne equally by the Board and the UFF-BCC. The Board will provide a copy of the Agreement to each new member of the bargaining unit when he or she is employed or transferred into the bargaining unit.

Section 4. The Board agrees to furnish the UFF-BCC with the following items without charge:

- a. Two copies of the College Operating Budget and any changes thereto.

b. A list of bargaining unit members to include the following information for each unit member:

- (1) Basic contract length
- (2) Basic contract salary
- (3) Date of original employment
- (4) Years of experience credited for salary
- (5) Date of birth
- (6) Home addresses reflected in college records as of September 15 of each contract year
- (7) Sum of supplemental contracts
- (8) Primary teaching field (AS, AA, PSAV)
- (9) Degree (same classification as used in Appendix D)

This list will be updated as of January 15 and September 15 of each contract year. Subject to availability of information, the College will make a good faith effort to also provide in January of each contract year, the number of accrued sick leave days and the educational category of each unit member. If the information requires compilation rather than a simple listing, a fee will be agreed to prior to the information being provided.

c. The agenda for regular meetings and workshops (other than Collective bargaining workshops) of the District Board of Trustees; and routine faculty personnel recommendations.

d. Two copies of the College Annual Financial Report.

Section 5. Upon request by the UFF-BCC, the Board will provide on a regular basis those minutes, reports and other public documents that are not privileged or confidential under applicable law, and which are properly identified. Charges for such documents will be at the rate set out in Section 1. All requests for information shall be presented to the Associate Vice President of Human Resources.

Section 6. The President of the UFF/BCC may request permission to use College Reprographics services. Such requests may be for a particular purpose or for a general continuing purpose. Such service will be on a non-interference basis and the UFF/BCC agrees to reimburse the College at a rate not in excess of 10% above the standard rate charged College cost centers or the rate charged other outside agencies, whichever is less. Such requests will be made in writing to the Associate Vice President of Human Resources.

Section 7. UFF-BCC shall be permitted to use the College's email system for the limited purpose of informing bargaining unit members of the time, date, place, and subject of UFF-BCC meetings and reminders regarding union officer elections and ratification votes. The email notices shall be submitted to the Associate Vice President for Human Resources or designee for approval at least 3 working days in advance, which approval shall not be withheld if the notice conforms to the requirements of this section.

ARTICLE 4

SAVINGS CLAUSE

If any provision of this Agreement, or part of a provision, shall be declared or rendered null, void or invalid through court action or by reason of legislation, the Agreement shall otherwise remain in full force and effect.

ARTICLE 5

DUES

Section 1. Subject to the restrictions set forth in the Florida Statutes, the Employer agrees to deduct from the pay of employees in the bargaining unit who authorize such deduction by way of a written wage assignment, properly written and executed and delivered to the Employer, and to transmit to the UFF-BCC, the amount of UFF-BCC dues and assessments which are uniformly charged by the UFF-BCC to all members. The Employer will also provide the UFF-BCC with a list of the unit members from which deductions were made.

Section 2. The Employer shall be obliged to make no more than one dues deduction from any employee's pay with respect to any single pay period.

Section 3. If the employee involved has insufficient pay accrued with respect to any pay period to cover the full amount of dues and/or assessments charged, the Employer shall have no obligation to make a deduction for that pay period. There shall be no obligation to make deductions in order to pay dues or assessments in arrears, unless the arrears are due to past error on the Employer's part.

Section 4. The UFF-BCC agrees to indemnify the Employer, and hold it harmless, from and against any liability, real or asserted, of any kind or nature whatsoever, to any person or party, on account of the Employer's compliance or efforts to comply with this Article.

Section 5. It shall be the UFF-BCC's obligation to keep the Employer at all times informed, by certification of a responsible official of the UFF-BCC, of the amount of uniform dues and/or assessment deductible from employees' pay, and the Employer will accept such certification and be entitled to rely upon its accuracy.

Section 6. Deduction authorizations shall be valid until revoked or until the employee terminates his or her employment. Each authorizing employee shall have the further right to cancel the authorization at any time, by delivering a written notice to the Employer.

Section 7. The Employer will be under no obligation with respect to dues or assessments checkoffs during any period of time when no collective bargaining agreement is in effect.

Section 8. The Employer will not deduct or transmit to the UFF-BCC at any time any monies representing fines, fees, penalties or special assessments.

Section 9. The obligation to commence making deductions or to stop deductions on account of any particular authorization shall become effective with the first paycheck produced following the receipt of the authorization by the Employer.

Section 10. Written authorization to start or stop payroll deductions for UFF-BCC dues will be transmitted to the Employer using the wording in Appendix A.

ARTICLE 6

GRIEVANCE PROCEDURE

Section 1. A grievance is defined as a written claim that the Board has violated some specific provision of this Agreement. Oral complaints are not grievances; however, any claim by an employee, group of employees, or the UFF/BCC that there has been a violation, misinterpretation, or misapplication of some specific provision of this agreement may bring oral complaints or suggestions relating to such provision to the attention of the Board for discussion on an informational basis.

Section 2. UFF-BCC shall have the right to file and pursue grievances on behalf of individual employees who personally sign the grievance document, as to contract rights running to these employees individually. UFF-BCC shall also have the right to file and pursue grievances on behalf of itself as to, and only as to, contract rights running to the UFF-BCC as an entity, such as those provided to the UFF-BCC in the article on dues checkoff. In the case of UFF-BCC grievances on behalf of itself, Steps 1 and 2 in Section 8 of this article shall be combined into a single step and the grievance document shall be initially filed within the prescribed time limit (21 college business days) with the Associate Vice President of Human Resources as the first step and then the President as the final step. All other requirements of this article shall be in force. There shall be no combining of UFF-BCC grievances and employee grievances in a single grievance document.

Section 3. The right of the individual employee to present and pursue grievances under this article, without representation by the UFF-BCC, is preserved inviolate, subject only to such limitations as may be contained in Florida Statutes. UFF-BCC has the right to observe, but not to participate in, such proceedings and will be notified in advance of such occurrences. This notification will be given to the UFF-BCC grievance chair, if any.

Section 4. To the extent reasonably possible, grievance investigations by the UFF-BCC and/or affected or involved employees, and grievance processing are to be carried out in the off-duty time of all personnel involved. Investigations or processing of grievances on duty time of any person shall occur only with the prior permission of the Board, and under such conditions as the Board shall prescribe.

Section 5. The Board shall at all times have the right to require unit employees to divulge to it any information or knowledge, direct or secondary, that they may have related to grievances.

Section 6. This grievance procedure cannot be used by the UFF-BCC or any employee to dispute a decision by the Board not to renew the contract of an employee on annual contract, or to dispute a decision by the Board not to award continuing contract to a unit employee. The grievance procedure cannot be used to dispute a decision by the Board to suspend or dismiss a unit employee when such suspension or dismissal is effected under the provisions of applicable laws or regulations.

Section 7. The time limits set forth in this article are of the essence and must be strictly complied with. A grievant's failure to comply shall mean that the grievance stands abandoned. The Board's failure to answer a grievance within the time provided shall mean that the grievance is denied. In order to be eligible for processing, a grievance must be timely filed and contain the following:

1. The name of the grievant, whether employee or UFF-BCC.
2. The date on which the event giving rise to the grievance occurred, or the omission giving rise to the grievance occurred.
3. A detailed statement of the facts as to the claimed event or omission.
4. Citation of the particular sections of this Agreement (not articles alone) that the grievant relies on. General citations will not satisfy this requirement and the grievant shall not add new citations after the grievance is filed.
5. A statement of the precise relief sought, which will stand as the outer limit or maximum as to possible relief that can be sought.

Section 8. Grievances, properly and timely filed, shall be processed in accordance with the following procedure. Time limitations specified herein may be extended by agreement of both parties.

1. Step I. An eligible grievant shall file the grievance document with his or her immediate supervisor in the College administrative staff (appropriate Dean or Campus Provost as applicable) within twenty-one (21) college business days as set out in the College Calendar of the occurrence of the event or omission giving rise to the grievance, or within twenty-one (21) college business days as set out in the College Calendar of the date when the grievant in the exercise of reasonable diligence, should have become aware of such event or omission, whichever is later. Within ten (10) college business days as set out in the College Calendar of the receipt of the grievance, the immediate administrative supervisor shall meet with the grievant in an effort to resolve the problem. The immediate supervisor will be allowed ten (10) college business days as set out in the College Calendar following the meeting to respond to the grievance in writing. This written answer will consist of a notation on the grievance document and/or a formal statement. If the grievance is against a member's immediate supervisor, the grievance shall be filed with the Director of Employee Relations.
2. Step II. If the response is not acceptable to the grievant, the grievant may refile the grievance document. If the Step I filing was with the Campus Provost, the Step II filing shall be with the Associate Vice President for Human Resources. The document must be refiled within five (5) college business days as set out in the College Calendar of the receipt of the written answer from the immediate supervisor or within five (5) college business days as set out in the College Calendar after the expiration of the ten (10) day period specified in Step I. Once any grievance document has been properly filed with the Campus Provost or the Associate Vice President for Human Resources, the Campus Provost or the Associate Vice President for Human Resources shall have fifteen (15) college business days as set out in the College Calendar in which to provide a written response to the grievant. The written response may consist of a notation on the grievance document and/or a formal letter of notification. Either the Campus Provost or the Associate Vice President for Human Resources, or the grievant, may request a meeting to discuss the grievance. If the grievant desires a meeting, he/she should request it when the grievance document is refiled with the Campus Provost or the Associate Vice President for Human Resources. If such a meeting is held, it should be held within the fifteen (15) day period.
3. Step III. If the disposition of the grievance is unacceptable to the grievant, the grievant may refile the grievance document with the President or an individual designated by him to hear grievances at Step III. The document must be refiled within five (5) college business days as set out in the College Calendar after the receipt of the written answer from the Campus Provost or the Associate Vice President for Human Resources, or within five (5) college business days as set out in the College Calendar after the expiration of the fifteen (15) day period applicable to Step II. The grievant may also request a meeting with the President or his designee to discuss the grievance. Such a meeting will be scheduled within fifteen (15) college business days from the receipt of the grievance at Step III. The President or his designee will be allowed fifteen (15) college business days after the receipt of the grievance at Step III to provide a written disposition of the grievance.

Section 9. Only those grievances that have been processed through the grievance procedure in strict compliance with all of its requirements may be taken to arbitration. If the grievant is not satisfied with the disposition of the grievance at Step III or within the fifteen (15) college day period applicable to Step III, the grievance may be submitted to arbitration. The arbitration process shall be initiated by filing a written request for arbitration with the Associate Vice President for Human Resources within five (5) college business days as set out in the College Calendar after receipt of written disposition at Step III or within five (5) college business days as set out in the College Calendar after the expiration of the Step III fifteen (15) day period. A copy of the grievance document must be attached to the request.

1. After a written request for arbitration is properly and timely filed, the grievant and the Board, by any representative it may choose, will meet at a mutually convenient time or confer by telephone in an effort to agree on an arbitrator.
2. If an arbitrator cannot be agreed upon, the Federal Mediation and Conciliation Service will be asked to supply a list of five names from which the parties, the grievant striking first, will alternately strike names until only one remains. The one remaining shall be the arbitrator.
3. Each party shall have the right to reject one list of arbitrators in its entirety, and any subsequent list containing any of the same names.
4. No arbitrator shall have at any time before him more than one grievance involving this Agreement without the Board's consent.
5. The identified arbitrator will be notified by joint letter and requested to proceed forthwith. The arbitration will then proceed in accordance with the reasonable orders and requests of the arbitrator, but subject to the following conditions:
 - a. The arbitrator shall not have the power to add to, subtract from, modify, or alter the terms of this agreement. Decisions must be explained upon the request of either party.
 - b. In any arbitration involving a question of monetary liability, the potentially liable party shall have the right to require the arbitrator to rule at the close of the hearing. Otherwise, the parties shall have a right to a reasonable time for briefing the case, upon request, and a decision shall be due within thirty (30) days after the date set for filing briefs.
 - c. If the Board makes offers to settle or compromise any grievance, the arbitrator, upon the Board's objection, shall refuse to take evidence on or consider such offers. The Board shall be entitled to rescind actions which are the subjects of grievances, subject to a right to reinstate such actions upon receipt of a favorable arbitration decision or unarbitrated grievance decision.
 - d. All costs of any arbitration including the arbitrator's fees and expenses, cost of reports and transcripts (which shall be made available at the request of either party), cost of meeting rooms, etc., shall be borne by the losing party, unless the grievance is partially denied and partially sustained, in which event the arbitrator may apportion costs.
 - e. The arbitrator's decision shall be final and binding but only to the extent required by applicable law.
 - f. The arbitrator shall be empowered to make reasonable orders so that the matter can be expeditiously resolved, but shall accommodate the parties within reason as to hearing dates and continuances where need is shown.

ARTICLE 7

MANAGEMENT RIGHTS AND PREROGATIVES

Section 1. The Employer expressly reserves and retains, to the maximum extent permitted by law, each and every right and prerogative that it has ever had and enjoyed at any time and in the absence of any collective bargaining relationship whatsoever, whether such rights and prerogatives have ever been exercised or not, and as if the collective bargaining relationship did not in fact exist, except to the limited extent that it has herein and by words of unmistakable meaning and clear import, agreed to expressed and explicit limitations upon those rights and privileges.

Section 2. Each of the parties waives any right to demand collective bargaining on any matter during the terms of this Agreement, although they reserve the right to meet and confer on a mutual consent basis and without assuming those obligations normally attendant upon legal collective bargaining, except with mutual consent.

Section 3. The reservation or retention of management rights or prerogatives, as done in Section 1 above, refers to the right to implement any decision coming within that reservation or retention, without prior bargaining over the impact or effects of such decision upon unit employees. Bargaining shall subsequently take place upon the request of either party.

Section 4. While it is not possible to anticipate or detail in this agreement all of the rights and prerogatives that the Employer retains and reserves, the following list is illustrative. The Employer exclusively retains and reserves the rights

to: exercise all rights normally exercised by employers and not expressly limited herein; select employees for hire; determine manning requirements; schedule work; determine the duties required by employees; subcontract all or a part of its work or functions; transfer, lay off, recall, determine the nature and extent of services that are to be performed; regulate the use of equipment and facilities; make and enforce reasonable work rules; discontinue programs; and take such measures as management may consider to be reasonably necessary to the orderly, efficient and economical operation of the College.

ARTICLE 8

NON-BARGAINING CONSULTATIONS

During the term of this Agreement, the Employer, through its designated representative(s), will be available to meet on a mutual consent basis with the UFF-BCC to consult (not bargain) on any legal subject of bargaining.

ARTICLE 9

ACCOMMODATION WITH BOARD RULES, POLICIES, ETC.

Section 1. This Agreement shall take precedence over any District Board of Trustees policy or administrative rule with which it is in conflict. Board policies and administrative rules shall be presumptively controlling, with the party contending otherwise to have the burden of showing a clear conflict.

Section 2. The existence and continuing validity of all current rules or policies of the District Board of Trustees, and of all Operational Procedures promulgated in connection with same, together with other written administrative rules, regulations and programs currently prevailing are confirmed and acknowledged. The Employer shall have the continuous right to make and implement rules and regulations for the governance of the institution, its personnel and their work-related activities, except as restricted by this Agreement. Reference shall be made to the pertinent policies or rules to resolve any questions as to the scope or number of faculty duties or obligations arising from their contracts of employment.

Section 3. The Board agrees not to change the following Board Policies during the term of this Agreement, insofar as these policies pertain to bargaining unit members. (See Appendix B.)

- 6Hx: 1- 3.05 Political Activities of College Personnel
- 3.06 Criteria for Employment of Instructional Faculty, Counselors and Librarians (Paragraphs D and E only)
- 3.07 Contracts (Paragraph B only)
- 3.19 Payroll Deductions
- 3.22 Outside Employment
- 3.28 Dismissal or Suspension of Employees
- 3.34 Legal Services for Employees

If the Florida Board of Education or other governing body or agency changes the law or rule concerning continuing contract status, any impact(s) of the implementation of such rule change will be subject to negotiation within a reasonable time period during the term of this agreement. Whether such negotiations take place or not, all provisions of this contract shall remain in full force and effect until and unless changed by agreement or impasse proceedings or by any law, ordinance, rule or regulation over which the Employer has no control.

Section 4. Alleged violations of Board Policies are not grievable under the grievance procedure at Article 6. Complaints of alleged violations of the Board Policies specified in Section 3 above, with resultant injury to the complainant, may be processed under the Academic Due Process Procedure as found in the College Operations Procedures Manual. The Academic Due Process Committee will consist of seven members, all of whom will be full-time College employees. Three members will be chosen by the UFF-BCC and three members will be chosen by the Employer. The seventh member will be chosen by vote of the first six.

Section 5. The parties agree that contact hours as they pertain to instruction in vocational certification programs shall be interpreted as 60-minute hours. The Employer also agrees not to assign an unpaid overload to any unit member.

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

Section 7. In the event that the Board provides for waiver or reduction of tuition and fees for Board employees or their dependents to attend Brevard Community College courses, these provisions will apply to unit members and their dependents on the same basis as other categories of employees.

Section 8. Requests for personal leave chargeable to sick leave will be submitted to the immediate administrative supervisor at least ten (10) working days prior to the date of leave. The Employer will normally approve the request, except when operational reasons require the unit member's presence. The unit member will cooperate with the Employer to assure continuity of instruction and other employment responsibilities. The faculty member's immediate administrative supervisor may in her or his discretion approve the leave request upon less than ten (10) days prior notice, provided such request does not interfere with operations.

ARTICLE 10

SALARIES

Section 1. The parties agree to establish salaries for all returning unit members (with a hire date of 01/05/06 or earlier) for the 2006-07 academic year as described in this section.

- a. Determine each unit member's 2005-06 annual base salary and add 4% to become effective 2006-2007 contract year.
- b. For those unit members currently on a 170-day contract during 2005-06 who select a 178-day contract, multiply the unit member's new daily rate times the number of contract days assigned for the 2006-2007 academic year.
- c. Unit members achieving an advance in education category will receive a pay raise based on the difference between the current educational category and the new educational category for the member's experience level in the Faculty Salary Minimum Schedule (Appendix D). Official transcripts must be furnished to the Associate Vice President for Human Resources by October 1 of the contract year. If a unit member has achieved an advance in educational category prior to the start of the contract year, but furnishes the official transcripts after October 1 of the contract year, the appropriate increase will be applied to the base salary as of the date submitted, but will be non-retroactive.

Section 2. Any accrued vacation leave balance may be used by a unit member during the period of this contract. Accrued vacation leave will be paid off by the College upon the member's retirement, termination of employment or at the conclusion of this contract period, whichever is earlier. Payment will be at the member's 1981-82 daily rate.

Section 3. Each contract year, the contract period for faculty will be defined by start of the academic calendar plus 364 days.

Section 4. It is anticipated that new unit members will normally be placed on the Faculty Salary Minimum Schedule (Appendix D) in effect at the time of hiring, at the salary appropriate for their years experience and educational category. The Board retains the right to make reasonable deviations from the Schedule under special circumstances such as hiring or retaining hard-to-fill positions or in cases where specialized credentials or experience merit such consideration. The UFF-BCC President or designee shall be consulted prior to implementation of any such deviation involving existing faculty. "Consulted" as used in this section means to confer and, upon request of either party, meet in person (provided the UFF-BCC President or designee is available to meet on an expedited basis if necessary), but does not require agreement.

Section 5. An applicant recommended for a bargaining unit position will receive a contract, conditional on Board approval, stating the starting annual salary and the base contract length (in days). Starting salary will comply with the Guidelines for Faculty Starting Salaries (Appendix E). Salary will be conditional on the Human Resources Office receiving verification of the applicant's credentials (college transcripts, work experience, etc.)

Newly hired unit members who desire credit toward a more advanced educational category classification for previously completed course work must submit the appropriate documentation to the Human Resources Office within 60 days after the first day of employment.

Section 6. Unit members recommended for supplemental contracts or overload instruction shall receive a copy of the recommendation form, conditional on Board approval, stating the approximate rate of pay and the approximate total pay.

The recommendation form will be provided within 30 days after the work commences. In the event that the monetary recommendation is materially changed prior to submission to the Board of Trustees, the affected unit member will be promptly notified, and upon request shall be relieved from the assignment. The unit member shall be paid for services rendered up to that point.

This section does not apply to Staff and Program Development contracts, or to independent contractor agreements for special projects.

Section 7. The President shall establish procedures whereby unit members will be paid in 26 equal pay periods per year, according to the normal pay schedule as determined by the College. Any unit member may choose a lump-sum payoff of his/her contract balance upon completion of all assigned duties relating to the member's base contract.

In the event that the unit member elects to receive the lump-sum payment, appropriate adjustments will be made in this payment to ensure that coverage of any insurance or other deductions authorized are maintained for the remainder of the school year.

Section 8. The Board agrees to pay the appropriate monetary supplement to any unit member who performs additional duties as indicated.

a. No unit member will be paid any compensation except what is established in this contract or its appendices, providing that compensation is established in this contract or appendices.

b. Full-time faculty used as substitutes will be paid \$19.25 per contact hour.

c. Unit members who teach overload courses will be paid according to the following schedule:

(1) College Credit Rates (per credit hour): Doctoral Degree, \$600.00; Masters or Specialist Degree, \$535.00; Baccalaureate Degree, \$480.00.

(2) Contact Hour Rates (per contact hour): Doctoral Degree, \$600.00; Masters or Specialist Degree, \$535.00; Baccalaureate Degree, \$480.00 (per contact hour): Doctoral Degree, \$25.00; Masters or Specialist Degree, \$21.50; Baccalaureate Degree, \$19.25.

Teachers teaching in Health Sciences Clinical programs will be paid \$25.00 per contact hour; teachers teaching in the ADN program will be paid \$29.00 per contact hour.

(3) For those credit courses in which the compensation for the contact hours would be greater than that calculated for the credit hour, the higher rate in (1) or in (2) above will be paid.

d. Supplemental Instruction-Related Duties:

The President is authorized to employ personnel on appropriate employment contracts in order to perform instruction-related duties. When employing personnel in this manner, the President will be responsible for determining the appropriate salary to be paid for the work performed.

The College will pay the following amounts for the duties indicated. In the case of a range specification, the determining factors will include qualifications, experience, and time devoted to the duties:

(1) Co-op Student supervision: \$25.00 per student per semester hour.

(2) CAEL (assessment of prior learning): \$31.00 for each course review.

(3) Independent study (not applicable to distance learning courses): \$19.25 per student per semester hour, paid at the end of the term based on all enrollments, including withdrawals, excluding drops.

(4) T.V. Courses: regular course rate per credit hour based upon degree level of instructor. The schedule of compensation and rules for division of large classes is as follows:

(a) Courses with 6,000-Word or more Writing Requirement:

Class Load Indep. (SINGLE SECTION)	Study Rate (IN ADDITION TO CLASS LOAD)	Second Section (INITIATED AT)
39	40-77	78

(b) Courses with 3000-5,999-Word Writing Requirement:

Class Load Indep. (SINGLE SECTION)	Study Rate (IN ADDITION TO CLASS LOAD)	Second Section (INITIATED AT)
53	54-91	92

(c) All Other Courses:

Class Load Indep. (SINGLE SECTION)	Study Rate (IN ADDITION TO CLASS LOAD)	Second Section (INITIATED AT)
60	61-98	99

e. Credit by Exam: \$29.00 per student per exam administered.

f. Department Chairperson (DC) compensation:

The DC will be scheduled for a 40-hour work week and will be required to work an additional 5 days beyond the number required by his/her base contract and will receive 6 credit hours (1/6 of minimum annual load) release time plus a \$7,000 annual supplement. The DC will be notified concerning the specific 5 days by July 31. The DC will receive his/her daily rate for each of the extra days worked beyond the number required by his/her base contract. A DC may teach overloads and receive payment for additional supplements subject to his/her supervisor's approval.

A department chair is eligible for compensation for developing and/or facilitating an S & PD workshop, contingent upon S & PD funding availability.

g. Unit members may be appointed as Program/Curriculum Coordinators in the following categories:

1. Curriculum Coordinator – Annual payment of \$500 for the first year of service, \$1,000 for the second year of service, and \$1,500 for the third and all subsequent years of service.
2. Program Coordinator II – Annual payment of \$1,500 for the first year of service, \$2,000 for the second year of service, and \$2,500 for the third and all subsequent years of service.
3. Program Coordinator III (Health Sciences Only) – Annual payment between \$2,500 - \$4,500.

The duties of each level of coordinator will be listed on a job description maintained in the Human Resources Office and the Faculty Handbook. Coordinator positions will be opened and advertised internally using College communication media. The Coordinators are appointed at the sole discretion of the administration, and serve for a period of one year. A Coordinator may be reappointed to the same position or another Coordinator position within his/her discipline in consecutive years. The administration may appoint a temporary Coordinator to complete the duties of an individual unable to fulfill the term appointment. Any paid leave approved by the College will not be considered a break in service and therefore will have no impact on curriculum coordinator and program coordinator compensation levels.

h. Annual Payment for Coaching and Coordinating Duties:

Assistant Baseball Coach.....	1,300-1,600
Assistant Basketball Coach.....	1,300-1,600
Assistant Golf Coach.....	1,300-1,600
Assistant Softball Coach	1,300-1,600
Assistant Volleyball Coach	1,300-1,600
Baseball Coach	2,650-5,250
Basketball Coach	2,650-5,250
Brain Bowl Sponsor/Coach	1,100-1,600
Campus Intramural Director	700-1,100
Choral Director	1,100-1,600
Concert Band Director.....	1,100-1,600
Debate/Forensic Sponsor/Coach	1,300
Environmental Club Sponsor.....	500
Florida Future Educators Sponsor	500
Golf Teaching Facility Coordinator	2,650-5,250

Nursing Student Association.....	1,100-1,600
Phi Theta Kappa Sponsor	500
Psi Beta Sponsor.....	500
Student American Dental Hygiene Association.....	1,100-1,600
Student Government Association Sponsor	1,100
Study Abroad Marketing.....	5,250
Veterinary Technology Club.....	1,100-1,600
Volleyball Coach.....	2,650-5,250
Wellness Coordinator.....	800

Club Sponsors/coaches may receive equivalent release time in lieu of supplemental contracts, as budget and schedule permit and subject to approval by the Campus Provost.

- i. Distance Learning – Online and Teleweb Instruction¹
 - (1) Online Sections will be considered as part of the faculty member’s regular load.
 - (2) A section will have a minimum of 15 enrolled (unless otherwise approved for a lesser number by the Campus Provost).
 - (3) A section will have a maximum of 30 enrolled.
 - (4) Independent study pay rate will be 1/15 of the appropriate class rate times the number of students.
 - (5) For each online section, the faculty member will be permitted to account for advisement and on-campus time outside of the "traditional" locations and times, such as at home. The number of hours will be based on the credit hours of the course as indicated in the table of Article 20, Section 2.
 - (6) As part of the required 10 (ten) hours of on campus time per week, all full-time faculty who teach one or more classes online as part of their regular teaching load will be required to assist the Learning Lab Coordinator on their home campus with test proctoring for five hours per semester.

Section 9.

- a. The parties agree to the benefits of providing recognition and rewards to faculty members whose performance is exemplary and outstanding. The parties agree to expand current non-monetary and supplemental monetary recognition programs to include enhancements to the base salaries of deserving unit members.
- b. There shall be a Voluntary Incentive Program (VIP) commencing in academic year 2000-2001. There shall be “Divisional” VIP Awards and Collegewide VIP Awards in the amount of \$1,250 each. The standards and procedures for the Voluntary Incentive Program shall be defined in Appendix I. The VIP process is suspended for the 2006-07 academic year. A taskforce will be created to recommend changes to the VIP program. The taskforce will consist of 3 members per side and will be charged with presenting recommendations by April 15, 2007.

1 Teleweb instruction is defined as those telecourses, which are broadcast by WBCC TV, which also contain a companion website for instructor student communication and interaction. At a minimum, to be considered a teleweb course, the telecourse shall include a companion website utilizing the BCC sponsored course management system. This website shall consist of the following components: Instructor information [email, phone, fax (if available), office hours], syllabus, assignments and due dates, test information and online discussion boards with instructor participation.

ARTICLE 11
DURATION OF AGREEMENT

Section 1.

- a. This Agreement shall be effective when ratified by the employees in the bargaining unit and by the Employer.
- b. This Agreement shall continue in effect until midnight, June 30, 2009, subject, to the following:
 - I. Either party shall be entitled to open this Agreement once during each of the first and second years of this Agreement for the limited purposes of:
 - A. negotiating the salaries of bargaining unit members and/or
 - B. negotiating one additional issue.
 - II. In order to exercise either or both of the reopener rights provided in I. above, the party initiating a reopener shall notify the other party, of its intention to do so. Such written notice will be provided no earlier than 75 days and no later than 60 days prior to July 1, 2007 and July 1, 2008. For purposes of this reopener agreement, the first year of this Agreement shall be deemed to end on June 30, 2007, and the second year shall be deemed to end on June 30, 2008, regardless of the date when this Agreement is actually executed and/or ratified.
 - III. The reopener rights provided in this Section are in addition to, and shall not be taken as otherwise affecting the rights of the parties under Sections 2. and 3., below, as to negotiating a new or further agreement proper in accordance with the terms and conditions therein stated.

Section 2. Negotiations for a further agreement shall take place, at times and places selected by the parties in accordance with their mutual convenience, at the request of either, commencing no later than 60 days prior to expiration of this contract. The ground rules for these negotiations will be as agreed to by the parties on November 21, 1980.

Section 3. If agreement as to a complete replacement agreement is not reached and lawfully ratified by both parties before this Agreement expires, the parties shall be without agreement as of the moment when this Agreement expires.

The above paragraph may be modified as to effect, on a mutual consent basis, if the parties desire to do so, by a writing to be signed by both. Grievances arising and actually filed prior to the expiration of this Agreement shall be eligible for processing through arbitration, but grievances arising or asserted after this Agreement expires are to be treated as issues for bargaining. If a renewal or replacement agreement is arrived at, the parties may or may not agree upon retroactive application of the grievance and/or arbitration procedure therein.

ARTICLE 12
COMPLAINTS AGAINST UNIT MEMBERS

Section 1. In the event that a written complaint is received by the administration concerning alleged poor performance or misconduct by a unit member, and if the complaint is considered serious enough by the immediate supervisor to warrant discussion with the unit member, the unit member will, on request, be given a copy of any written complaint and be allowed to respond to the supervisor in writing. The unit member may request the identity of the complainant and the opportunity to meet with the complainant and the supervisor to discuss the complaint. In the event the complainant has requested anonymity, the unit member may request that the identity of the complainant be made available to the Associate Vice President of Human Resources of the college who would verify the authenticity and seriousness of the complaint and decide whether, in fairness, the complainant needs to be identified to the unit member in order that the unit member be able to respond properly to the complaint.

Section 2. If, after the procedure in Section 1 above is concluded, the administration deems the complaint serious enough to be placed in the unit member's file, any written response provided by the unit member will be attached to the complaint and also filed in the personnel file.

Section 3: Any unit member will be permitted to inspect his or her individual personnel files in the Human Resources Department during normal business hours.

Section 4: At the request of the unit member, any written complaint over five (5) years old against the unit member will be placed in a sealed envelope in the file.

ARTICLE 13

PERFORMANCE ENHANCEMENT PLAN

Section 1. The parties recognize the Employer's right to evaluate faculty members' performance of assigned duties and continuing value to the College. A major purpose of such a review process is to assess faculty performance and suggest professional development strategies which should facilitate student learning. If an annual administrative review is not rendered on any unit member, the unit member may, prior to March 1 of each contract year, request such a review and the Administration will comply. The review will be for the calendar year and the forms and procedures followed will be those set out in the Performance Enhancement Plan.

Section 2. Unit members will be given access to, and permitted to comment on any review which is reduced to writing and placed in his/her official personnel file. However, the UFF-BCC and unit members waive any right of access to student evaluations or portions thereof, during the school term in which the student evaluation was completed. As an exception to the above, a unit member shall be given access to student evaluations during the term when the student evaluations were completed if any of these evaluations are used in support of disciplinary action against said unit member. The unit member will be given access to these evaluations at least ten (10) days prior to any disciplinary action.

Section 3. A joint committee of six (6) faculty appointed by UFF-BCC and six (6) BCC Administrators/Professionals chaired by the faculty and administration will meet at least once a year to review the Performance Enhancement Plan and its forms. The committee co-chairs (or designee) will confer prior to setting each meeting date. Any changes in the Performance Enhancement Plan must be agreed to by more than two-thirds (2/3) of the entire twelve (12) person committee.

Note: For the 2006-2007 year, the PEP Committee will be charged with reviewing the process and bringing forward recommendations for change by a majority vote. The PEP Committee will meet three times and submit their recommendations to both sides by April 15, 2007.

Section 4. In the event a unit member receives an overall rating of "unsatisfactory" on the review, the Campus Provost shall examine or re-examine the overall rating before such a review is forwarded to the unit member's personnel file. The unit member shall have the right to present any additional information to the Campus Provost during this process. The unit member may also, within fourteen (14) calendar days of receipt of such concurrence, provide a written response to be included in the personnel file. *Note:* All references to calendar days in this section shall exclude the Christmas holidays applicable to unit members.

Section 5. Any faculty member may request a pre-review conference with his or her supervisor. In the event the unit member's performance is viewed by the supervisor as likely to fall below the level of performance judged satisfactory, the supervisor shall request such a conference with the unit member. Such requests will be made not later than October 1 of the contract year. The supervisor will hold such a conference prior to November 1 of the contract year. The purpose of this conference is to give the unit member the opportunity to present additional information to the supervisor for consideration in completing the Summary of Past Performance.

Section 6. Student evaluation of instruction for continuing contract unit members will be conducted each fall and spring term and each term for annual contract unit members. All instructors will be evaluated by at least two sections per term. The instructor may choose one of the sections to conduct the evaluation. On-line instructors are encouraged to include their on-line courses in their evaluations. Student evaluations will be scheduled for approximately the 12th week of Fall Term and Spring Term and the 5th week of Summer Term A and Summer Term B, and the 10th week of Summer Term C. Data from student evaluations will provide feedback for the instructor's benefit and shall not be the exclusive basis for annual evaluation of a bargaining unit member.

Section 7. Where feasible, a faculty member other than the course instructor will administer the student evaluation of instruction, and the course instructor will not be present during the process. This will be considered a normal faculty duty. The faculty member administering the evaluations will remain in the classroom during the process, will designate a student to collect the completed evaluations, and seal them in an envelope and deliver them to the immediate supervisor's (Dean or Campus Provost's) office or representative.

Section 8. The employer reserves the right to forego the student evaluation of instruction in any given semester. Faculty will be notified by the 12th week of the Fall Term or Spring Term and by the 5th week of a Summer Term if student evaluations are not to be conducted.

ARTICLE 14

FACULTY CONTRACTS

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).

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 15

INTERCAMPUS TRANSFER OF FACULTY

Section 1. The Board retains the right and responsibility for determining the number and type of faculty positions required at each campus or center, and for the selection of individuals to fill these positions. Faculty members will be assigned to one of the four campus locations--Titusville, Cocoa, Melbourne, Palm Bay, or any established centers. When a new faculty position or vacancy appears at any such location and the Board intends to fill it, it will be advertised in a College publication with College-wide distribution, and a copy of the Position Announcement will be furnished to the President of the UFF/BCC. If no College publication is being published, five additional copies of the Position

Position Announcement will be furnished to the President of the UFF/BCC. All position openings at the College will be advertised by intracollege publication or by special bulletin. Currently employed full-time faculty members shall be given advance notice of a faculty position opening.

Section 2. Any faculty member selected for transfer must meet the educational requirements for the position as specified in the appropriate Board policy.

Section 3. If the Board desires to fill a vacant position with a currently employed faculty member, the position shall be advertised collegewide and a copy of the position notice furnished to the UFF-BCC. If no volunteer is forthcoming, the Board shall notify all potentially involved faculty members that appear to be qualified for the position, and ask for a volunteer to fill the position. If there is still no volunteer, the Board will select an individual for involuntary transfer from among those qualified for the position.

Section 4. If it is necessary to select a unit member for involuntary transfer, the Board will assign transfer points to all unit members in the same discipline who are qualified to fill the open position. The total points accrued will be considered by the Board in making its selection, with the unit member having the lowest number of points being the most vulnerable for involuntary transfer. Should the Board select a unit member for transfer who has a point total greater than another qualified faculty member who is not being transferred, the Board will state the reason for the selection in writing to the faculty member being transferred. A copy will be furnished to the President of the UFF/BCC. Transfer points will be assigned as follows:

- a. holding continuing contract 3 points
- b. each year of full time academic employment at the College, ½ point up to 10 points maximum
- c. completion of requirements for maintaining continuing contract (Article 23), 1 point for each 6-year period
- d. Academic Preparation:
 - Doctorate 6 points
 - Masters + 60 5 points
 - Masters + 30 4 points
 - Masters 3 points
 - Bachelors or equivalent 2 points
 - Less than Bachelors 1 point
- e. one point for each five-mile increment of distance between the campus of proposed assignment to the unit member's domicile as of the date of the announcement of the vacancy. A maximum of 10 points is allowed.

Section 5. A faculty member selected for involuntary transfer to another campus will be given a minimum of three months notice.

ARTICLE 16

REDUCTION IN FORCE

Section 1. Prior to any general reduction of the number of employees in the bargaining unit arising out of economic or operational considerations, the reduction shall be subject to discussion between the UFF-BCC and the Board. The Board will notify the UFF-BCC no later than April 1 for reductions to be effective in the following Term I and no later than October 1 for reductions to be effective in the following Term II. During the period following the notice to the UFF-BCC of the intent to reduce force, the Board agrees to meet at reasonable times and places for such discussion. The notice period may be reduced in the case of unusual or unforeseen circumstances giving rise to a reduction in force and making the above notice not feasible.

Section 2. Based on the nature of the cause for reduction, the Board will determine the number and types of faculty positions to be reduced.

Section 3. Once the number and types of positions to be reduced is determined, the Board may transfer faculty between campuses to avoid releasing faculty from employment.

Section 4. The Board's loyalty to its long-time employees is noted, therefore, no continuing contract faculty member shall be released until all annual contract faculty serving in the discipline to be reduced have been considered for release from employment. The decision of the Board on which faculty members to release shall not be subject to public hearings under Florida Statutes.

Section 5. All unit members within an affected academic discipline or vocational/technical program will be assigned RIF points for use only within that academic discipline or vocational/technical program to assist in selecting the unit member to be released from employment. The point total accrued by each member will be considered by the Board in making its selection, with the unit member with the lowest point total being the most vulnerable to release. Should the Board select a unit member for release who has a higher point total than that of a unit member in the same discipline or program who is not being released, the Board will state reasons for its selection in writing furnished to the released unit member and the UFF/BCC. An employee selected for release due to reduction in force will be given at least 60 days notice prior to the effective date of release.

RIF points will be assigned as follows:

- a. holding continuing contract, 3 points
- b. each year of full-time employment as faculty in the affected academic discipline or vocational/technical program, ½ point up to maximum of 10 points
- c. completion of requirements for maintaining continuing contract (Article 23), 1 point for each 6-year period
- d. Academic Preparation
 - Doctorate 6 points
 - Master's +60 5 points
 - Master's +30 4 points
 - Master's 3 points
 - Bachelor's or equivalent 2 point
 - Less than Bachelor's 1 point

Section 6. This Article is not deemed to be in conflict with applicable laws or regulations.

Section 7. Unit members who are released from employment under this Article will for a period of 24 months from the date of release be granted recall preference for reemployment with the College in lieu of a new hire, subject to the following conditions:

- a. Recall consideration will apply to any opening in the academic discipline or vocational/technical program from which the unit member was released; however, it is the responsibility of the unit member to make timely application for any position opening and to ensure that the College is made aware of the member's recall eligibility.
- b. If more than one unit member applies for an opening recall, consideration will be based on the RIF points used to make the release, with the member with the highest point total being given preference for selection. Should the Board select a unit member other than the one with the highest point total, the Board will state the reasons for the selection in writing furnished to the non-selected unit member and UFF/BCC.
- c. Unit members who refuse to accept an offer for recall under this section will not be eligible for further consideration under this section.

ARTICLE 17

ACADEMIC FREEDOM AND CORRELATIVE OBLIGATIONS

Section 1. In recognition of the principle of academic freedom at Brevard Community College the parties affirm that faculty members must be free of any arbitrary limitations on the study, investigation, presentation or interpretation of facts and ideas in any branch of learning. Moreover, it is understood that faculty members are employees of a public educational institution as well as being citizens and members of a learned profession. When a faculty member writes or speaks he/she must recognize the special position in the community he/she holds as an employee of Brevard Community College in that the public may judge both the faculty member's institution and profession by his/her statements. Therefore, the faculty member shall at all times strive to be accurate, to exercise appropriate restraint, to show respect for the opinions of others and in the expression of personal opinions to indicate that he/she is not a spokesperson for Brevard Community College.

Section 2. The parties recognize that faculty members occupy a unique position of influence and respect in the eyes of their students; and we, as faculty members, further recognize our obligations to maintain at all times a professional attitude towards students.

ARTICLE 18
SELECTION OF NEW FACULTY

Section 1. When a vacant position occurs on any campus, currently employed faculty who are qualified may apply by submitting a request in writing through their Campus Provost to the Office of Human Resources with a copy to the Campus Provost of the campus where the vacancy has occurred. These faculty members may be included in the list of finalists submitted to the Campus Provost.

Section 2. The Board recognizes the importance of conferring with faculty in the hiring of new full-time faculty members. The Board will establish faculty screening committees that will be consulted prior to the hiring of new full-time faculty members. Any such committee will include full-time faculty members, at least two of whom, if practicable, shall be teaching in the same field or subject areas for which a candidate is being considered. The committee will have the opportunity to review all applications for a teaching vacancy. The committee will interview and recommend finalists. The committee will file a written recommendation, listing finalists alphabetically and/or by ranked preference, with the appropriate administrator concerning the employment of candidates. Input from faculty screening committees will be advisory only; final decision rests with the President.

Section 3. If the College conducts a campus-wide or district-wide orientation for newly employed faculty, the UFF-BCC may, at its discretion, provide a separate packet of information to be distributed with orientation materials.

ARTICLE 19
TERMINAL PAY

Section 1. Terminal payment of unused sick leave will be paid to unit members or their beneficiaries who meet any of the following criteria:

- a. Become deceased while a full-time employee of Brevard Community College.
- b. Be on continuing contract and are released per Article 16.
- c. Be employed full-time at Brevard Community College for at least 6 years, and officially complete the Florida Retirement System (FRS) requirements for retirement including cashing the first FRS check or accepting the first electronic FRS retirement transfer.

Terminal pay will be calculated by multiplying the daily rate of the then-current base contract times the number of days of accumulated unused sick leave times the percentages as determined below:

Number of completed years of service	percentage
0 - 3	35%
4 - 6	40%
7 - 9	45%
10	50%
11 - 30	50% plus 2.5% for each full year of service over 10
31 and above	As if 30 years of service

Section 2. If a unit member receives terminal pay benefits based on unused sick leave as specified in this article, all remaining accumulated sick leave shall become invalid.

ARTICLE 20

FACULTY SCHEDULES

Section 1. 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.

Section 2. Instructors will account for 35 on-campus hours per week and will post a working hour schedule in accordance with the appropriate procedure of the Operational Procedure Manual. All instructors will account for a minimum of twenty-five (25) in-class hours and office hours combined. In the event an instructor has classes on two campuses on the same day, an appropriate amount of travel time may be shown in the schedule. The Campus Provost may in her or his sole discretion approve deviations to the current requirement that the teaching faculty spend a minimum of one hour daily in the office to accommodate students in the area of advisement and other assistance, provided the faculty member fulfills all other contractual and legal requirements of his or her position. Denial of requested deviation shall be accompanied by written and/or verbal explanation from the Campus Provost's Office. Counselors and Librarians will account for forty (40) hours per week as approved by their immediate supervisor. The schedules for librarians and counselors will include the rest break specified in Article 9, Section 6. Instructors who teach Health Sciences courses requiring clinicals will be permitted to account for up to 50% of on-campus and advisement hours at the clinical site in addition to required clinical instruction hours. Instructors who teach online or teleweb courses will be permitted to account for on-campus, advisement and in-class hours at a location other than the College according to the following schedule:

16-Week Course		
Course Credit Hours	On-campus Hours	Advisement Hours
1	1	1
2	2	1
3	2	2
4	3	2
5	4	2

For all other courses which meet less than a regular 16 week term, the instructor shall work with his/her Department Chair and Campus Provost to establish an agreeable work schedule to include hours of instruction, advisement and on-campus hours. If no agreement can be reached regarding the instructor's work schedule, the following charts shall be used to compute the required number of hours the instructor must provide to fulfill contractual obligations.

12-Week Course		
Course Credit Hours	On-campus Hours	Advisement Hours
1	1 hr. 20 min.	1hr. 20 min.
2	2 hrs. 40 min.	1hr. 20 min.
3	2 hrs. 40 min.	2 hrs. 40 min.
4	4hrs.	2 hrs. 40 min.
5	5hrs. 20 min.	2 hrs. 40 min.

10-Week Course		
Course Credit Hours	On-campus Hours	Advisement Hours
1	1 hr. 40 min.	1 hr. 40 min.
2	3hrs. 10 min.	1 hr. 40 min.
3	3hrs. 10 min.	3hrs. 10 min.
4	4 hrs. 50 min.	3hrs. 10 min.
5	6 hrs. 20 min.	3hrs. 10 min.

8-Week Course

Course Credit Hours	On-campus Hours	Advisement Hours
1	2	2
2	4	2
3	4	4
4	6	4
5	8	4

6-Week Course

Course Credit Hours	On-campus Hours	Advisement Hours
1	2 hrs. 40 min.	2 hrs. 40 min.
2	5hrs. 20 min.	2 hrs. 40 min.
3	5hrs. 20 min.	5hrs. 20 min.
4	8 hrs.	5hrs. 20 min.
5	10 hrs. 40 min.	5hrs. 20 min.

In the event that an instructional load is completely comprised of online and teleweb courses, the faculty may account for all in class, advisement and on campus hours at a location other than the college. However, all online and teleweb instructors will be required to attend on campus department or committee meeting obligations and will be required to meet with the students on campus or in another appropriate setting upon any reasonable request by such student.

Section 3. 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 4. Faculty work schedules are somewhat flexible to allow faculty to attend meetings, to provide additional student advisement, to sponsor organizations, etc. With administrative approval, schedules may be modified to accommodate these duties or to provide compensatory time for activities already performed in the previous pay period. Unit members will certify time worked during each pay period. This certification will be accomplished using the wording found in Appendix C and submitted to the immediate supervisor, pursuant to State Auditor's recommendation.

Section 5. 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 6. Recognizing that productivity is increased by physical well-being, the College encourages employees to be concerned with physical fitness. For this purpose, 1 ½ hours per week of the hours accounted for by faculty may be scheduled for personal fitness to be utilized at a campus physical fitness facility. A maximum of 30 minutes of physical fitness time may be scheduled on any workday.

Section 7. Unit members not serving as of September 30 of each contract year on at least one collegewide, 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.

ARTICLE 21

DEPARTMENT CHAIRPERSONS

Section 1. 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 2. 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 Chairs 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 Chair may be reappointed, and if a position opens, the notification and application process will be followed.

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

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

Section 4. Department Chairs will be scheduled for a 40-hour work week and will be required to work an additional 5 days beyond the number required by their base contract. Department Chairs will be notified concerning their specific days by July 31.

Section 5. 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 by requesting the full time and adjunct faculty in each Department to complete the instrument set out in Appendix H. The purpose of the review is to assess performance and suggest strategies to strengthen the Department.

ARTICLE 22

FACULTY SUPPORT OF COLLEGE ACTIVITIES

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

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

- a. 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.
- b. The College will take responsibility for making arrangements to have proper regalia available.

ARTICLE 23

MAINTENANCE OF CONTINUING CONTRACT

Section 1. The following unit members shall be eligible for consideration for continuing contracts: Full-time faculty members who have completed three (3) years of satisfactory teaching service at Brevard Community College during a period not in excess of five (5) successive years with such service being continuous except for leave duly authorized and granted. However, the Employer may issue a continuing contract to a member of the instructional staff after two (2) years of employment at Brevard Community College, provided such individual has previously held a continuing contract in a county school system or a public community college within this state. All continuing contracts issued shall be based upon satisfactory service performed in an instructional position and shall be subject to all other requirements and provisions imposed by law or regulation. Further, this provision is subject to Section 6 of Article 6, Section 3 of Article 9, and all other applicable provisions of this Agreement.

Section 2. The parties recognize and subscribe to the appropriate policy of the Board of Trustees Policy Governance Manual and to the supporting section of the College Operational Procedures Manual as the basic policy and procedure for administration of maintenance of continuing contract as it pertains to unit members.

Section 3. The parties recognize the desirability of faculty continuing professional development throughout their employment at the College. Although the College may set the minimum professional standards for the maintenance of continuing contract, the responsibility for meeting these standards rests solely with the individual faculty member.

The College agrees to sponsor programs, seminars, and courses that earn graduate credit or institutional credit. As described in the appropriate Board Policy and Operational Procedure, both course credit hours and non-credit units or a combination of the two may be used to satisfy this requirement. Beginning with the 1999-2000 academic year, all unit members starting a new 6-year maintenance of continuing contract period must meet at least 50% of the requirements of this article with formal college credit courses.

Section 4. The maintenance of continuing contract period is a 6-year period.

Section 5. For maintenance of continuing contract, during the sixth (6th) year of the six-year period, the faculty member will request prior approval of proposed course work, publications or seminars. For the first five years, the faculty member may request approval at anytime during those five years for proposed or recently completed course work, publications or seminars. All requests shall be made through a committee on the faculty member's assigned campus. The committee will consist of the Academic Dean or Campus Provost and three full-time faculty members from the campus. The faculty member will be notified of the place and time of the meeting, and will be invited to attend. The meeting will be scheduled to allow the faculty member to be present. The committee will make the recommendation for action to the Academic Dean or Campus Provost of the campus to which the faculty member is assigned, who will in turn make a recommendation to the College Learning Council. The faculty member will be given written notice of approval or disapproval (with an explanation in the event of disapproval) within twenty (20) working days after submitting the request to the Academic Dean or Campus Provost.

Section 6. Formal college course work will normally be at the graduate level. Exceptions may be granted by the chief learning officer when the proposed course or certification program has special relevance to the faculty member's discipline or professional development requirements.

Section 7. No College funds will be specifically allocated to support maintenance of continuing contract activities, however, activities which qualify for funding under other college programs (tuition, reimbursement, sabbatical, etc.) may be used for credit, provided that advance approval is secured.

Section 8. In the contract year following the completion of the requirements for each 6-year period, unit members will receive a supplemental payment of \$100 for each full credit hour or non-credit unit completed in excess of the six credits or units required for maintenance of continuing contract, up to a total of \$300.

Section 9. The College supports efforts by faculty members to complete advanced degrees and participate in academic activities such as conferences. The granting of professional leave will be considered when requested in advance by faculty members to take examinations, defend dissertations, or make presentations out of the county.

ARTICLE 24

SUBSTITUTE TEACHERS

Section 1. 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. 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 2. 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, 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 3. 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 4. Time spent in serving as a paid substitute will not be credited towards the 35 hour faculty work week obligation.

ARTICLE 25

INSURANCE

Section 1. The Board recognizes a responsibility to assist unit members to deal with the costs of health care.

Section 2. A. The Board agrees to provide standard medical and dental plans and to pay the cost of a standard premium for such plans for the unit member.

B. If the Board increases its contribution to non-unit members for medical coverage, the Board will also extend to unit members an increase sufficient to equalize its contribution with that given to non-unit members. The Board will also extend to unit members a flexible benefits plan and other medical plans that are made available to non-unit members.

C. Recognizing the importance of a cooperative effort in the implementation and review of college insurance policies, the Board agrees to continue the collegewide insurance committee. At least 1/3 of the committee members (all members must be full-time college employees) will be members of the bargaining unit selected by UFF-BCC. The committee will meet at least quarterly or as often as necessary to expeditiously carry out its duties.

ARTICLE 26

CALENDAR

Section 1. The Board agrees that the administrative personnel who prepare the College calendar are to receive and duly consider the UFF-BCC recommended calendar, provided that it is submitted on or before April 15, two years prior to the beginning of the academic year to which the calendar to be prepared will apply. The administrators will make themselves available at reasonable times to discuss the recommended calendar with UFF-BCC representatives, and this will not constitute collective bargaining.

Section 2. If the UFF-BCC has submitted a recommended calendar within the time allowed in Section 1, and if the calendar thereafter published by the administration differs from this recommended calendar, proposals to revise the published calendar with regard to those differences may be included in contract renewal negotiations.

Section 3. During such negotiations, and pending any resolution of any disagreement concerning of the calendar, the published calendar shall remain in effect.

ARTICLE 27

WORKING CONDITIONS AND ENVIRONMENT

Section 1. 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 2. 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.

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.

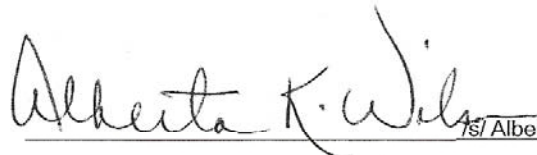
**SIGNATURE PAGE
(CERTIFYING RATIFICATION)**

This is to certify that the foregoing agreement was ratified by the required number of members of the covered bargaining unit on or before August 16, 2006.

 /s/ Robin Boggs

Authorized Representative
UFF-BCC

In accordance with the decision made at their August 21, 2006 meeting, this is to certify that the foregoing agreement was ratified by the District Board of Trustees of Brevard Community College.

 /s/ Alberta Wilson

Chair, District Board of Trustees
Brevard Community College

An original signed copy, in this format, will be maintained by the President and the Authorized Representative of the UFF-BCC.

UFF/BCC GRIEVANCE FORM

GRIEVANT

GRIEVANCE REPRESENTATIVE

Name: _____

Name: _____

Mailing
Address: _____

Mailing
Address: _____

Phone No.: _____

Phone No.: _____

Date of Occurrence:

Statement of Facts:

Citation of Articles Violated:

Remedy Sought:

Signature of
Grievant: _____

Date: _____

Received by: _____

Date: _____

Appendix A

BREVARD COMMUNITY COLLEGE

PAYROLL DEDUCTION AUTHORIZATION/DISCONTINUANCE

UNITED FACULTY OF FLORIDA

BREVARD COMMUNITY COLLEGE

Start

I authorize Brevard Community College to deduct UFF-BCC dues from my salary each pay period until further notice.

B Number

Printed Name

Signature

Date

Stop

I discontinue my authorization for Brevard Community College to deduct dues from my salary.

B Number

Printed Name

Signature

Date

Appendix B

6Hx: 1-3.05 POLITICAL ACTIVITIES OF COLLEGE EMPLOYEES

B. POLITICAL ACTIVITIES OF COLLEGE EMPLOYEES

No employee of Brevard Community College shall solicit support of any political candidate during regular work hours or on school property.

The Board recognizes the right and duty of College employees to engage in political activities as responsible citizens after scheduled College hours and off College property.

A College employee who is candidate for public office shall notify the President upon qualifying for the election. Such candidates shall adhere strictly to statutory guidelines regarding political activity on the part of public officials and employees, including teachers. A successful candidate for an office requiring part-time responsibility shall report to the President immediately after the election to evaluate the compatibility of the dual responsibilities.

6Hx: 1-3.06 d and e. Criteria for Employment of Instructional Faculty, Counselors and Librarians (Paragraphs D and E only)

d. Librarians

The applicants shall have earned a Masters Degree in Library Service or a closely related field from an accredited institution.

e. Counselors

The applicant shall have earned a Masters Degree in the field of Counseling or a closely related field from an accredited institution.

6Hx: 1-3.07 CONTRACTS

Contracts for full-time instructional and administrative personnel, as well as part-time and other personnel employed by the College, will be issued in accordance with Florida Statutes, applicable laws or regulations, and Board policies regarding each group.

B. INSTRUCTIONAL PERSONNEL

- a. Annual contracts will be offered for full-time instructional personnel.
- b. Continuing contracts will be offered to full-time instructional personnel in accordance with Florida Statutes and applicable laws or regulations.
- c. Service in a faculty position funded by federal money will not be credited towards the award of continuing contract. The President will establish procedures for informing affected employees of this restriction.
- d. Contract for part-time instructional personnel may provide for employment by the day, by the semester hour, or by the clock hour.
- e. Continuing contracts awarded to instructors serving as athletic coaches are based in part on the performance of coaching, and are contingent upon continued performance of these duties. Exceptions may be granted only with the specific permission of the Board of Trustees.

6Hx: 1-3.09 TEACHER LOAD-FULL TIME

Normal Faculty loads are defined as follows:

- 1) College Credit and prep courses not identified below (#2 -4): A minimum of 15 credit hours/term for Fall & Spring terms.

170 day (2006-07, 2007-08): 30 credit hours

178 day (formerly 170 day): 30 credit hours

178 day (formerly 200 day):

for 2006-07 – 33 credit hours;

for 2007-08 – 30 credit hours.

208 day (formerly 230) (a minimum of 3 credit hours to be taught in a summer term):

for 2006-07 – 39 credit hours,

for 2007-08 – 36 credit hours.

213 day (formerly 224) for 2006-07 (Librarians);

202 day (formerly 213) for 2007-08 (Librarians).

(Combination of Fall and Spring, and either Summer A or Summer B or some combination thereof coordinated through the Academic Dean for Learning Resources.)

Music & PE programs: A minimum of 15 contact hours / week for Fall & Spring terms..

170 day (2006-07, 2007-08): 30 contact hours

178 day (formerly 170 day): 30 contact hours

178 day (formerly 200 day):

for 2006-07 – 33 contact hours;

for 2007-08 – 30 contact hours.

- 2) Lab sciences and Art: $(\text{credit hours} + \text{contact hours}) / 2 =$ A minimum of 13 -16 for each Fall and Spring term;

for year:

170 day (2006-07, 2007-08): 30-32 loading hours

178 day (formerly 170 day): 30- 32 loading hours

178 day (formerly 200 day):

for 2006-07 – 33-35 loading hours

for 2007-08 – 30-32 loading hours

- 3) Vocational: $(\text{credit hours} + \text{contact hours}) / 2 = 18$ for each Fall & Spring term. This has a minimum of 12 credits and a maximum of 24 teaching contact hours per term. Note: For the 2006-07 year, all vocational faculty shall teach $(\text{credit hours} + \text{contact hours}) / 2 = 22$ for either the Fall or Spring term.

- 4) Health Sciences: Contract Hourly Allotment:

178 day (formerly 170 day) contract = 800 contact hours +/- 50 hours

178 day (formerly 200 day) contract =

for 2006-07 – 875 contact hours +/- 50 hours;

for 2007-08 – 800 contact hours +/- 50 hours.

188 day (formerly 210 day) contract =

for 2006-07 – 925 contact hours +/- 50 hours;

for 2007-08 – 850 contact hours +/- 50 hours.

208 day (formerly 230 day) contract =

for 2006-07 – 1025 contact hours +/- 50 hours;

for 2007-08 – 950 contact hours +/- 50 hours.

Health Sciences contact hours are to include classroom, lab, clinical, and advisement hours.

- 5) Instructors in special programs will teach as many hours as needed to meet outside agency requirements.
- 6) Any reductions in teaching load to perform research or other special projects shall require approval of the Campus Provost.

6Hx: 1-3.10 TEACHER OVERLOAD

If unanticipated enrollment results in the necessity to schedule an instructor an overload, payment will be made over and above his/her contractual agreement at the same rate as for part-time instructors. Credit-hour overloads will be paid at credit-hour rates (courses may be fractionalized); non-credit overloads will be paid at the contact-hour rates.

Numbers reflect section 6Hx: 1-3.09, overloads shall be awarded when:

- 1) $(\text{Credit hours} + \text{Contact hours}) / 2 > 16$ per Fall or Spring term, and
178 day $(\text{Credit} + \text{contact}) / 2 > 32$
178 (formerly 200) day $(\text{Credit} + \text{contact}) / 2 > 35$ for 2006-07, > 32 for 2007-08
208 (formerly 230) day $(\text{Credit} + \text{contact}) / 2 > 41$ for 2006-07, > 38 for 2007-08.
- 2) Health Sciences:
75 contact hours are required for the first overload. Subsequent overloads may be paid by credit hour. Overload pay rate should be based on degree equal to the rates for any other faculty member and their respective degree level.

6Hx: 1-3.19 PAYROLL DEDUCTIONS

The Board has approved payroll deductions for employees. It is the responsibility of each employee to verify that all authorized deductions were deducted from each paycheck that the employee receives. In order to be eligible for any payroll deductions, the employee must sign the Payroll Deduction Authorization and Release Form.

Employee checks or deposits are subject to a variety of federal, state and local adjustments. Each full-time college employee will be informed of which payroll adjustments are mandated and which are available optionally. Some of those adjustments will occur prior to federal tax and social security adjustments and some will occur subsequent to such withdrawals.

The President or designee will develop guidelines and procedures to implement the following authorized payroll adjustments.

A. PRE-TAX PAYROLL REDUCTIONS

Approved pre-tax payroll reductions may include, but are not limited to, the following:

- Health insurance premiums;
- Group term-life insurance premiums (to a maximum amount);
- Long-term disability premiums;
- Optional-benefit-account premiums (to a maximum amount);
- Tax-sheltered annuities (to a maximum amount).

B. POST-TAX PAYROLL DEDUCTION

Approved post-tax payroll deductions may include, but are not limited to, the following:

- Direct deposit;
- Group term-life insurance premiums (above maximum amount eligible for pre-tax payroll reductions with the college's carrier);
- United Way;
- U.S. Government Savings Bonds;
- BCC Foundation and the King Center for the Performing Arts;
- Individual Retirement Accounts (IRA's);
- Florida Association of Community Colleges, and the United Faculty of Florida at BCC (an employee may request deductions for no more than 2 eligible organizations);*
- Work-uniform allotments;
- Community Educators Credit Union;
- Other insurance premiums (an employee may request deductions for no more than 1 eligible Florida insurance company).**

- * An eligible organization is one for which not less than 20 employees request be included on the list for deductions.
- ** Eligibility depends upon licensing and payment to the College of a one-time fee of \$50.00 paid by the company for placement on the list.

6Hx: 1-3.20 LEAVE GENERAL

Personnel absent for any reason who do not complete at least fifty (50%) percent of the required workdays in the school year will have their salary computed for the school year without credit for a pay step increase being added. An employee willfully absent from duty without leave shall forfeit compensation for the time of such absence and may be subject to discharge and forfeiture of tenure and all other rights and privileges as provided by law. If any employee granted leave fails to return to duty at the termination of leave, his employment shall be subject to cancellation by the Board. (Applicable laws or regulations)

Personnel absent for any reason who do not complete the required work days (91) for faculty or six months for other personnel in the school year will have their salary computed for the new school year without credit for a pay step increase being added. Absences "for any reason" include extended professional leave with pay (whether funded from Staff and Program Development funds), extended professional leave without pay, personal leave, or any other type of leave. (Applicable laws or regulations)

TYPES OF LEAVE

The following types of leave are authorized for the personnel of the college in accordance with provisions of the Florida Statutes or applicable laws or regulations and are fully explained in the college Operational Procedures manual:

- Vacation Leave: for 12-month employees;
- Sick Leave: covers employee (and family) sickness and emergencies;
- Birth/Adoption of Infant Leave: employee may make use of accumulated sick leave, vacation leave and personal leave without pay;
- Workers' Compensation Sick Leave: sick leave for job-related illness or injury;
- Professional Leave: with or without pay, for personal educational goals;
- Extended Professional Leave: with pay, with educational benefits accruing to the College;
- Personal Leave: four days a year with pay and up to 90 days a year without pay;
- Line-of-Duty Leave: off-site duty assignment;
- Military Leave: for mandatory military, National Guard or reserve duty;
- Court Duty: jury duty or subpoenaed as a witness;
- Administrative Leave: for faculty, with no change in contract status, temporarily serving in administrative role.

6Hx: 1-3.22 OUTSIDE EMPLOYMENT

Personnel of the College may engage in employment outside of the College; however, the President will establish administrative procedures to insure that such outside employment does not conflict with or does not reduce the capability to perform their required functions as an employee of Brevard Community College. In the event a conflict between their primary employment with the College and their outside employment does occur, the procedure will include a method for the resolution of such conflict.

6Hx: 1-3.28 DISMISSAL OR SUSPENSION OF EMPLOYEES

Personnel may be dismissed or suspended based on an evaluation of each individual case as authorized under provisions of Florida Statutes and applicable laws or regulations.

6Hx: 1-3.34 LEGAL SERVICES FOR EMPLOYEES

Legal Services at college expense may be provided for employees who may be sued for action which occurs in performance of their assigned duties, as set forth in applicable laws or regulations.

Appendix C

BREVARD COMMUNITY COLLEGE
FACULTY PAYROLL CERTIFICATION

TIME/EFFORT CERTIFICATION FORM FOR
FULL-TIME FACULTY



ID: NAME: PAY NO: PAY PERIOD: DEPT: POS. #:
--

In accordance with college policy, I certify that I have fulfilled position demands and work week requirements for the period indicated, or appropriate leave forms have been submitted.

If grant funded, I certify that the salary percentages being charged to the index(es) below are an accurate record of the time worked on this Grant/Contract, and that the duties performed are in compliance with the regulations and requirements stipulated in this Grant/Contract.

Index(es)	Description	Percentage

EMPLOYEE

DATE

SUPERVISOR

DATE

Appendix D

**BREVARD COMMUNITY COLLEGE
FACULTY SALARY MINIMUM SCHEDULE
178-DAY CONTRACT**

YEARS	<BA/BS	BA/BS	MA/MS	MA+30	MA+60	PhD/Dr.
0			36000	36500	37000	38500
1			36275	36850	37350	38850
2		36000	36550	37200	37700	39200
3		36225	36825	37550	38050	39550
4		36450	37100	37900	38400	39900
5		36675	37375	38250	38750	40250
6	36000	36900	37650	38600	39100	40600
7	36225	37125	37925	38950	39450	40950
8	36450	37350	38200	39300	39800	41300
9	36675	37575	38475	39650	40150	41650
10	36900	37800	38750	40000	40500	42000
11	37125	38025	39025	40350	40850	42350
12	37350	38250	39300	40700	41200	42700
13	37575	38475	39575	41050	41550	43050
14	37800	38700	39850	41400	41900	43400
15	38025	38925	40125	41750	42250	43750
16	38250	39150	40400	42100	42600	44100
17	38475	39375	40675	42450	42950	44450
18	38700	39600	40950	42800	43300	44800
19	38925	39825	41225	43150	43650	45150
20	39150	40050	41500	43500	44000	45500
21	39375	40275	41775	43850	44350	45850
22	39600	40500	42050	44200	44700	46200
23	39825	40725	42325	44550	45050	46550
24	40050	40950	42600	44900	45400	46900
25	40275	41175	42875	45250	45750	47250
26	40500	41400	43150	45600	46100	47600
27	40725	41625	43425	45950	46450	47950
28	40950	41850	43700	46300	46800	48300
29	41175	42075	43975	46650	47150	48650
30	41400	42300	44250	47000	47500	49000
31	41625	42525	44525	47350	47850	49350
32	41850	42750	44800	47700	48200	49700
33	42075	42975	45075	48050	48550	50050
34	42300	43200	45350	48400	48900	50400
35	42525	43425	45625	48750	49250	50750
36	42750	43650	45900	49100	49600	51100
37	42975	43875	46175	49450	49950	51450
38	43200	44100	46450	49800	50300	51800
39	43425	44325	46725	50150	50650	52150
40	43650	44550	47000	50500	51000	52500
41	43875	44775	47275	50850	51350	52850
42	44100	45000	47550	51200	51700	53200
43	44325	45225	47825	51550	52050	53550
44	44550	45450	48100	51900	52400	53900
45	44775	45675	48375	52250	52750	54250
46	45000	45900	48650	52600	53100	54600
47	45225	46125	48925	52950	53450	54950
48	45450	46350	49200	53300	53800	55300
49	45675	46575	49475	53650	54150	55650
50	45900	46800	49750	54000	54500	56000

Appendix E

BREVARD COMMUNITY COLLEGE GUIDELINES FOR FACULTY STARTING SALARIES

VOCATIONAL CERTIFICATE PROGRAMS C Go to column Less than BA/BS

In the absence of a BA/BS degree, an instructor assigned to a Certificate Program is required to have had six (6) years of relevant work experience. With these credentials, the Certificate Program instructor would enter the salary schedule at 6 years of experience in Column 1. Credit may then be given for each year of relevant experience beyond six (6), not to exceed ten (10), additional years.

ASSOCIATE IN SCIENCE TECHNICAL PROGRAMS C Go to column BA/BS

An instructor assigned to an Associate in Science Program should possess a BA/BS and two (2) years of relevant work experience. With these credentials, the AS Program instructor would enter the salary schedule at 2 years of experience in Column 2. Credit may then be given for each year of relevant work experience beyond two (2), not to exceed ten (10), additional years.

ASSOCIATE IN ARTS, UNIVERSITY PARALLEL, PRE-PROFESSIONAL PROGRAMS (COLLEGE TRANSFER) C Go to columns MA/MS or above

An instructor assigned to a program of college transfer must possess, as a minimum, the appropriate Master's degree, including at least 18 graduate semester hours in the primary teaching area to which assigned. Years of experience, as charted, are considered to indicate full-time college teaching experience or full-time work experience in the primary teaching area.

In a highly competitive teaching field and in special circumstances, the President may approve higher or lower starting salaries based on appropriate justification and recommendation. UFF-BCC will be notified when lower salaries are awarded.

Appendix F

BREVARD COMMUNITY COLLEGE

STEP SCHEDULE FULL-TIME EMPLOYEES

Step	Amount
140	29,000
141	29,100
142	29,200
143	29,300
144	29,400
145	29,500
146	29,600
147	29,700
148	29,800
149	29,900
150	30,000
151	30,100
152	30,200
153	30,300
154	30,400
155	30,500
156	30,600
157	30,700
158	30,800
159	30,900
160	31,000
161	31,100
162	31,200
163	31,300
164	31,400
165	31,500
166	31,600
167	31,700
168	31,800
169	31,900
170	32,000
171	32,100

Step	Amount
172	32,200
173	32,300
174	32,400
175	32,500
176	32,600
177	32,700
178	32,800
179	32,900
180	33,000
181	33,100
182	33,200
183	33,300
184	33,400
185	33,500
186	33,600
187	33,700
188	33,800
189	33,900
190	34,000
191	34,100
192	34,200
193	34,300
194	34,400
195	34,500
196	34,600
197	34,700
198	34,800
199	34,900
200	35,000
201	35,100
202	35,200
203	35,300

Step	Amount
204	35,400
205	35,500
206	35,600
207	35,700
208	35,800
209	35,900
210	36,000
211	36,100
212	36,200
213	36,300
214	36,400
215	36,500
216	36,600
217	36,700
218	36,800
219	36,900
220	37,000
221	37,100
222	37,200
223	37,300
224	37,400
225	37,500
226	37,600
227	37,700
228	37,800
229	37,900
230	38,000
231	38,100
232	38,200
233	38,300
234	38,400
235	38,500

Step	Amount
236	38,600
237	38,700
238	38,800
239	38,900
240	39,000
241	39,100
242	39,200
243	39,300
244	39,400
245	39,500
246	39,600
247	39,700
248	39,800
249	39,900
250	40,000
251	40,100
252	40,200
253	40,300
254	40,400
255	40,500
256	40,600
257	40,700
258	40,800
259	40,900
260	41,000
261	41,100
262	41,200
263	41,300
264	41,400
265	41,500
266	41,600
267	41,700

Step	Amount
268	41,800
269	41,900
270	42,000
271	42,100
272	42,200
273	42,300
274	42,400
275	42,500
276	42,600
277	42,700
278	42,800
279	42,900
280	43,000
281	43,100
282	43,200
283	43,300
284	43,400
285	43,500
286	43,600
287	43,700
288	43,800
289	43,900
290	44,000
291	44,100
292	44,200
293	44,300
294	44,400
295	44,500
296	44,600
297	44,700
298	44,800
299	44,900
300	45,000
301	45,100
302	45,200
303	45,300
304	45,400

Step	Amount
305	45,500
306	45,600
307	45,700
308	45,800
309	45,900
310	46,000
311	46,100
312	46,200
313	46,300
314	46,400
315	46,500
316	46,600
317	46,700
318	46,800
319	46,900
320	47,000
321	47,100
322	47,200
323	47,300
324	47,400
325	47,500
326	47,600
327	47,700
328	47,800
329	47,900
330	48,000
331	48,100
332	48,200
333	48,300
334	48,400
335	48,500
336	48,600
337	48,700
338	48,800
339	48,900
340	49,000
341	49,100

Step	Amount
342	49,200
343	49,300
344	49,400
345	49,500
346	49,600
347	49,700
348	49,800
349	49,900
350	50,000
351	50,100
352	50,200
353	50,300
354	50,400
355	50,500
356	50,600
357	50,700
358	50,800
359	50,900
360	51,000
361	51,100
362	51,200
363	51,300
364	51,400
365	51,500
366	51,600
367	51,700
368	51,800
369	51,900
370	52,000
371	52,100
372	52,200
373	52,300
374	52,400
375	52,500
376	52,600
377	52,700
378	52,800

Step	Amount
379	52,900
380	53,000
381	53,100
382	53,200
383	53,300
384	53,400
385	53,500
386	53,600
387	53,700
388	53,800
389	53,900
390	54,000
391	54,100
392	54,200
393	54,300
394	54,400
395	54,500
396	54,600
397	54,700
398	54,800
399	54,900
400	55,000
401	55,100
402	55,200
403	55,300
404	55,400
405	55,500
406	55,600
407	55,700
408	55,800
409	55,900
410	56,000
411	56,100
412	56,200
413	56,300
414	56,400
415	56,500

Step	Amount
416	56,600
417	56,700
418	56,800
419	56,900
420	57,000
421	57,100
422	57,200
423	57,300
424	57,400
425	57,500
426	57,600
427	57,700
428	57,800
429	57,900
430	58,000
431	58,100
432	58,200
433	58,300
434	58,400
435	58,500
436	58,600
437	58,700
438	58,800
439	58,900
440	59,000
441	59,100
442	59,200
443	59,300
444	59,400
445	59,500
446	59,600
447	59,700
448	59,800
449	59,900
450	60,000
451	60,100
452	60,200

Step	Amount
453	60,300
454	60,400
455	60,500
456	60,600
457	60,700
458	60,800
459	60,900
460	61,000
461	61,100
462	61,200
463	61,300
464	61,400
465	61,500
466	61,600
467	61,700
468	61,800
469	61,900
470	62,000
471	62,100
472	62,200
473	62,300
474	62,400
475	62,500
476	62,600
477	62,700
478	62,800
479	62,900
480	63,000
481	63,100
482	63,200
483	63,300
484	63,400
485	63,500
486	63,600
487	63,700
488	63,800
489	63,900

Step	Amount
490	64,000
491	64,100
492	64,200
493	64,300
494	64,400
495	64,500
496	64,600
497	64,700
498	64,800
499	64,900
500	65,000
501	65,100
502	65,200
503	65,300
504	65,400
505	65,500
506	65,600
507	65,700
508	65,800
509	65,900
510	66,000
511	66,100
512	66,200
513	66,300
514	66,400
515	66,500
516	66,600
517	66,700
518	66,800
519	66,900
520	67,000
521	67,100
522	67,200
523	67,300
524	67,400
525	67,500
526	67,600

Step	Amount
527	67,700
528	67,800
529	67,900
530	68,000
531	68,100
532	68,200
533	68,300
534	68,400
535	68,500
536	68,600
537	68,700
538	68,800
539	68,900
540	69,000
541	69,100
542	69,200
543	69,300
544	69,400
545	69,500
546	69,600
547	69,700
548	69,800
549	69,900
550	70,000
551	70,100
552	70,200
553	70,300
554	70,400
555	70,500
556	70,600
557	70,700
558	70,800
559	70,900
560	71,000
561	71,100
562	71,200
563	71,300

Step	Amount
564	71,400
565	71,500
566	71,600
567	71,700
568	71,800
569	71,900
570	72,000
571	72,100
572	72,200
573	72,300
574	72,400
575	72,500
576	72,600
577	72,700
578	72,800
579	72,900
580	73,000
581	73,100
582	73,200
583	73,300
584	73,400
585	73,500
586	73,600
587	73,700
588	73,800
589	73,900
590	74,000
591	74,100
592	74,200
593	74,300
594	74,400
595	74,500
596	74,600
597	74,700
598	74,800
599	74,900
600	75,000

Step	Amount
601	75,100
602	75,200
603	75,300
604	75,400
605	75,500
606	75,600
607	75,700
608	75,800
609	75,900
610	76,000
611	76,100
612	76,200
613	76,300
614	76,400
615	76,500
616	76,600
617	76,700
618	76,800
619	76,900
620	77,000
621	77,100
622	77,200
623	77,300
624	77,400
625	77,500
626	77,600
627	77,700
628	77,800
629	77,900
630	78,000
631	78,100
632	78,200
633	78,300
634	78,400
635	78,500
636	78,600
637	78,700

Step	Amount
638	78,800
639	78,900
640	79,000
641	79,100
642	79,200
643	79,300
644	79,400
645	79,500
646	79,600
647	79,700
648	79,800
649	79,900
650	80,000
651	80,100
652	80,200
653	80,300
654	80,400
655	80,500
656	80,600
657	80,700
658	80,800
659	80,900
660	81,000
661	81,100
662	81,200
663	81,300
664	81,400
665	81,500
666	81,600
667	81,700
668	81,800
669	81,900
670	82,000
671	82,100
672	82,200
673	82,300
674	82,400

Step	Amount
675	82,500
676	82,600
677	82,700
678	82,800
679	82,900
680	83,000
681	83,100
682	83,200
683	83,300
684	83,400
685	83,500
686	83,600
687	83,700
688	83,800
689	83,900
690	84,000
691	84,100
692	84,200
693	84,300
694	84,400
695	84,500
696	84,600
697	84,700
698	84,800
699	84,900
700	85,000
701	85,100
702	85,200
703	85,300
704	85,400
705	85,500
706	85,600
707	85,700
708	85,800
709	85,900
710	86,000

Appendix G

Department Chair Responsibility List

Adjuncts	Scheduling	Budget	Academic	Miscellaneous
Adjunct Recruitment	Coordination of Faculty Scheduling	Equipment Purchasing	Course Substitution	Co-Supervision of Dept. Secretary/Student Assistants
Adjunct Hiring	Course Schedule	Budget Management	Course Waivers	
Adjunct Credentialing	Class Cancellations	Budget Development	Grade Change	
Coordination of Adjunct Mentoring		Strategic Planning	Student Grievances (PT)	
Adjunct Work Schedule Forms			Textbook Coordination	
Coordination of Adjunct Evaluations			Miscellaneous Meetings	
Adjunct Certification Form			Management of Labs	
			FT Hiring Committees	

- All paperwork for full-time faculty (Travel, Extended Professional Leave, Maintenance of Continuing Contract, Student Grievances against Full-time Faculty, and Full-time Schedule Work Forms) should be sent to the Campus Provost.
- Curriculum matters, such as but not limited to revising Courses/Programs, shall go through the College's Curriculum Approval Process.

Appendix H

Department Chair Evaluation

All department chairs will be evaluated by the members of their departments each year. The evaluations will be sent directly to the Campus Provosts. Department Chairs will receive copies of the evaluations.

This form provides the opportunity to express your views about the following department chair. Your answers are important because they help improve the institutional effectiveness of BCC.

Your Department Chair is _____

Although you will remain anonymous, the following information puts the evaluation in context.

I am a _____ full-time faculty member _____ part-time faculty member

Please indicate your agreement with the following statements using the following designations:

SA = Strongly Agree A = Agree D = Disagree SD = Strongly Disagree
NA = Not Observable/Not Applicable

In the area of communication/human relation, this person:

- | | | | | | |
|--|----|---|---|----|----|
| 1. Is accessible | SA | A | D | SD | NA |
| 2. Works to solve problems that I bring to his/her attention | SA | A | D | SD | NA |
| 3. Treats faculty members within the department with respect | SA | A | D | SD | NA |
| 4. Encourages feedback from faculty members within the department | SA | A | D | SD | NA |
| 5. Responds within requested timeframes to written or oral communication | SA | A | D | SD | NA |
| 6. Welcomes free expression | SA | A | D | SD | NA |

In the area of leadership, this person:

- | | | | | | |
|---|----|---|---|----|----|
| 1. Encourages my involvement in problem solving | SA | A | D | SD | NA |
| 2. Supports faculty members within the department in carrying out duties and responsibilities | SA | A | D | SD | NA |

In the area of professionalism/job knowledge, this person:

- | | | | | | |
|---|----|---|---|----|----|
| 1. Carries out his/her duties and responsibilities effectively | SA | A | D | SD | NA |
| 2. Is willing to listen to criticism | SA | A | D | SD | NA |
| 3. Demonstrates knowledge of the BCC Policies and Procedures | SA | A | D | SD | NA |
| 4. Is concerned with the success of students in the programs covered by the dept. | SA | A | D | SD | NA |
| 5. Strives to promote the department and college rather than self | SA | A | D | SD | NA |

Department Chair Evaluation, cont'd

Additional comments/opportunities for improvement:

Appendix I

BREVARD COMMUNITY COLLEGE VOLUNTARY INCENTIVE PROGRAM (VIP)

GENERAL INFORMATION:

There are two avenues for full time faculty members (consistent with the collective bargaining agreement) to follow in order to receive a VIP Award. First, each of seven (7) instructional divisions is able to recognize up to thirty (30) percent of the assigned full time faculty members for Discipline Cluster VIP Awards. Secondly, a College-wide VIP determination process allows for up to ten (10) full time faculty members to receive Awards. The number of awards in each category will be limited by the VIP budget approved by the Board of Trustees. The awards are based on performance from the previous calendar year. No faculty member may be awarded more than one VIP Award each year.

VIP Awards will be added to the base salary in the academic year following the year in which the Award was approved. Each award will be in the amount of \$1,250. VIP awards will be finalized as part of the budget and applied to the faculty members' base salaries effective in August.

Eligibility Requirements: All full time faculty members who have fulfilled the instructional duties and assignments for their previous full contract year and have been rated "satisfactory" on their most recent Performance Enhancement Plan Review are eligible to apply for VIP.

Discipline cluster applications are available from the Instructional Area's Assigned Administrator's office. College-wide applications are available from the Executive Vice President/Chief Learning Officer department. Both applications will also be available electronically.

Criteria for both awards must be made available for review by faculty members college-wide a minimum of thirty (30) days prior to application deadline.

Award Timeline: The VIP award process begins in January and ends in May of each year. Selection of College-wide VIP awards will follow the Discipline Cluster Awards, concluding in May.

Failure to be recommended for a VIP Award (Discipline or College-wide) shall not be subject to the grievance procedure.

DISCIPLINE CLUSTER VIP:

Selection Committee: Discipline Cluster VIP Awards will be recommended by a committee within each "cluster," as indicated below:

Discipline Clusters

<u>Instructional Areas</u>	<u>Assigned Administrator</u>
1. Health Sciences	Dean, Health Sciences
2. Business/Legal/Office Systems/ Technologies/Computer Science	College-wide Dean, Developmental Programs and Testing
3. English/Communications/Speech/Journalism/ Foreign Languages	Dean, Melbourne
4. Humanities/Fine Arts/Music/ Library	Dean, Titusville/Virtual Campus
5. Math	Dean, Palm Bay
6. Science	Dean, Cocoa

The Assigned Administrator will serve as the non-voting chair of the Discipline Cluster VIP Committee and be responsible for organizing the committee and communicating the committee's recommendations to the President. Each committee will consist of five (5) full time faculty members. If available, one representative from each discipline cluster will be chosen from each campus. Representatives to the committee will be selected by the faculty within each cluster. All full-time faculty members, regardless of instructional/teaching site assignment, will be included in one of the seven (7) instructional areas listed above. Each committee may recommend for VIP up to thirty (30) percent of the total number of full time faculty within the cluster. The recommendation shall be submitted in ranked order. The number of actual awards will be rounded up to the next whole number.

Procedures for Applying: The Discipline cluster application is for performance during the previous calendar year. A faculty member may initiate his/her own Division VIP application, or it may be initiated by a colleague or his/her Department Chairperson, Campus Dean, Associate Vice President, or Campus Provost. It is the responsibility of the person sending in the application to supply information he/she deems appropriate for the nominee. The nominee may review the application packet prior to submission.

All application materials must be submitted to the Instructional Area's Assigned Administrator's office. All application materials and the VIP Committee's recommendations of all candidates shall be submitted to the President.

Noncompliance with the guidelines may result in disqualification of the VIP Application, as agreed upon by the majority of the committee.

Guidelines/Criteria: Each Discipline Cluster Committee has autonomy in the development of criteria guidelines used to determine VIP recommendation. This criteria must be made available for review by faculty members a college-wide a minimum of thirty (30) days prior to application deadline. Though each Discipline Cluster Committee has the latitude to refine criteria from year to year, consistency should be maintained. Each discipline cluster award criteria should include emphasis on excellence within one's instructional/teaching mission.

COLLEGE-WIDE VIP AWARDS:

Selection Committee: College-wide VIP Status is determined by a committee made up of thirteen (13) representatives as follows:

The Executive Vice President/Chief Learning Officer who shall be the Chairperson

The five Campus Provosts

One faculty member elected by each Discipline Cluster (These faculty representatives will not be Department Chairpersons or have been on a Discipline Cluster Committee.)

With the exception of the Executive Vice President/Chief Learning Officer, and the five Campus Provosts, who shall be permanent members, faculty committee members are selected on an alternating two-year rotation basis to ensure continuity of the system. College-wide VIP awards are limited to a maximum of ten (10) full time faculty members each year. All College-wide VIP Committee votes will be cast by secret written ballot and openly counted in the presence of the committee at that time.

Applying for and not receiving a Discipline Cluster VIP Award does not preclude a faculty member from seeking a VIP Award from the College-wide VIP committee.

Procedures for applying: The College-wide VIP application is for performance during the previous calendar year. A faculty member may initiate his/her own College-wide VIP application, or it may be initiated by a colleague or his/her Department Chairperson, Dean, Associate Vice President, or Campus Provost. It is the responsibility of the person sending in the application to supply information he/she deems appropriate for the nominee. The nominee may review the application packet prior to submission.

The College-wide application will include the application form, the narrative, and the one (1) page listing of the documentation that is evidence to support his/her application.

The Committee must review the written narrative that accompanies the VIP application form. The narrative shall not exceed five pages, plus a single page listing the documentation that is evidence to support his/her application. The narrative will be on 8 1/2 x 11" pages (white paper) with no less than a size 12 point font. Applications should be submitted in a plain manila folder. Notebooks will not be accepted. The narrative must address the college-wide VIP criteria as set forth below.

The VIP Committee shall recommend that each candidate be granted a VIP Status or not be recommended for VIP Status, and shall communicate its recommendation to the candidate. All application materials and the VIP Committee's ranked recommendations of all candidates shall be submitted to the President. Noncompliance with the guidelines may result in disqualification of the College-wide VIP Application, as agreed upon by the majority of the committee.

Guidelines/Criteria: The College-wide VIP Committee shall consider any one or more of the following areas of performance as possible justification for the awarding of VIP Status:

- a. Outstanding teaching/instructional performance; or
- b. Outstanding contributions to a discipline; or
- c. Outstanding contributions to the college, division, or department; or
- d. Outstanding contributions to community (as related to the college mission); or
- e. Others as deemed appropriate by the VIP Committee, including, but not limited to addressing how the faculty member has contributed to achieving objective(s) within the BCC Strategic Plan.

Any activity whatsoever that goes beyond the faculty member's normal scope of responsibility, or that is within the normal scope of responsibility but is performed at an outstanding level, is an activity that is potentially meritorious. The decision as to whether or not such an activity actually is meritorious is a subjective one that is made individually by each of the thirteen (13) committee members, who must consider whether it can be tied to the college mission.

Salary increases effective with the beginning of the 04/05 academic year and added to faculty members annualized 04/05 salaries.

*See Article 10, Section 9, Part b.