



May 20, 2013

## MEMORANDUM

**TO:** District Board of Trustees  
**FROM:** Jim Murdaugh, President  
**SUBJECT:** Policy Manual Changes

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### Item Description

This item requests Board of Trustees approval of Policy Manual changes.

### Overview and Background

This item requests Board approval for updates to existing policies in Chapter 5 regarding faculty contracts, responsibilities, assessment, hours of work, and conditions for dismissal. Changes were made to comply with revision to Florida Administrative Code 6A-14.0411, Employment Contracts for Full-Time Faculty. Updates to policy 07-07, Evaluation, and to policy 08-08, Textbook Selection, Discontinuance, Appeal are also requested. Highlights of the policy changes are outlined below. In addition, the Provost and members of the TCC Faculty Senate Steering Committee will provide a brief overview of the revision process and new policy implications for faculty hiring and faculty contracts.

Policy 05-02 clarifies when the College will use temporary contracts that are not eligible for continuing contract, changes the period for eligibility for continuing contract from three to five years, and describes conditions for awarding continuing contract status and for dismissal or return to annual contract.

Policy 05-03 includes changes to assessment and evaluation of faculty on annual contract, of faculty requesting continuing contract, and of faculty on continuing contract. Additions include a robust post-award evaluation that includes a portfolio assessment process. Evaluation criteria include assessment of teaching, curriculum responsibilities, service and professional development. In addition, student success data are used as part of the evaluation process.

Policy 05-04 provides more specific language on faculty hours of work, particularly for virtual hours.

Policy 05-07 clarifies faculty position responsibilities.

Policy 05-16, Suspension, Dismissal, or Non-Renewal of Contracts adds unsatisfactory performance on the post-award evaluation as a condition under which faculty may be dismissed or returned to annual contract and updates language on serious misconduct and on the hearing process.

Policy 07-07 updates language and maintains periodic input from faculty for evaluation of a faculty member's immediate supervisor.

Policy 08-08 changes the date for textbook submission to the bookstore. Current dates often cannot be met because publishers do not yet have new texts available. Dates comply with state and federal law.

### **Past Actions by the Board**

Policy 05-02: Revision approved by Board 11/22/2010

Policy 05-03: Revision approved by Board 11/22/2010

Policy 05-04: Revision approved by Board 11/22/2010

Policy 05-07: Revision approved by Board 11/22/2010

Policy 05-16: Revision approved by Board 11/22/2010

Policy 07-07: Revision approved by Board 11/22/2010

Policy 08-08: Revision approved by Board 05/07/2010

### **Funding/Financial Implications**

The proposed policy manual revisions require no new funding.

### **Staff Resource**

Barbara Sloan

### **Recommended Action**

That the Board approve the revisions and additions to TCC's Policy Manual.

**TALLAHASSEE COMMUNITY COLLEGE  
DISTRICT BOARD OF TRUSTEES  
POLICY**

<b>TITLE:</b> <u>Faculty</u> Contracts	<b>NUMBER:</b> 05-02
<b>AUTHORITY:</b> Florida Statute: 1001.64, 1001.65 Florida Administrative Code: 6A-14.0411, 6A-14.041(2)	<b>SEE ALSO:</b> 05-02AP, 05-15
<b>DATE ADOPTED:</b> 12/1/97; Revised 1/22/01, 11/22/10, <u>05/20/13</u>	

~~A contract for employment at the College signed by a faculty member and by the President of the College, whether personally or by facsimile, shall be binding on the part of both the College and the faculty member and shall be based on the current Board-approved Salary Schedule.~~

**A. Original Appointment and Contract Type**

Faculty members hired for an original appointment shall ~~be placed on~~receive an annual contract. The contract shall specify whether or not the faculty member is eligible for continuing contract subject to conditions of College Policy and Procedure.

1. Established Positions Eligible for Continuing Contract  
Established faculty positions filled as a result of a competitive hiring process shall be eligible for continuing contract.
2. Temporary Positions not eligible for Continuing Contract  
Under the conditions described below, the President may recommend to the Board of Trustees a temporary faculty position for a semester, a year, or up to three years that is not eligible for continuing contract.
  - a. In the case of an emergency situation due to extended illness, death, or unexpected resignation where adjunct faculty are not available or where no other full time faculty teach in the discipline. The temporary position will be terminated once the emergency situation is resolved.
  - b. Grant supported short term programs intended to fill a temporary need,
  - c. Other short term needs such as to complete a teach out plan for a discontinued program or degree,
  - d. Other emergency or temporary need situations.
3. If a temporary faculty position is needed beyond three years, a new established position shall be created. If interested in the established position, the employee serving in the

temporary position must apply for the established position in a competitive hiring process.

## B. Renewal

Faculty members holding an annual contract may have their contract renewed by the Board upon the recommendation of the President no later than April 1st preceding the academic year for which the contract is to be effective.

## C. Non-renewal of Annual Contract

The ~~Board or the~~ President may determine not to ~~renew the contract~~ recommend renewal of a faculty member on an annual contract in accordance with the following:

1. Expectancy of reemployment: the ~~Board~~ College owes no further contractual obligation to the faculty member at the expiration of ~~the an~~ annual contract. The Board has no legal obligation to renew the contract of a faculty member on annual contract.
2. Notice of non-renewal: when a determination is made that a faculty member is not to be reappointed, that faculty member shall be notified in writing ~~of~~ 30 to 45 days prior to the expiration date of the contract ~~and that the faculty member's contract will not be renewed~~. This action does not release the College from the contractual commitment to compensation for the faculty member until the term of the contract expires nor does it release the faculty member from continuing to serve the college until the term of the contract expires.
3. Reasons for non-renewal: the reasons for the determination not to renew ~~the employment an annual~~ contract will not be ~~given~~ stated.

## D. Award of Continuing Contract

A continuing contract is granted subject to the following provisions.

1. ~~The~~ Beginning with the 2013-2014 academic year, a faculty member shall have served at the College in a probationary status in accordance with the provisions and intent of 6A-14.0411 ~~(12)~~ (a)(b) of the Florida Administrative Code (FAC) for ~~three~~ (3) five (5) full years of satisfactory service at Tallahassee Community College during a period not in excess of ~~five (5) seven (7) total years with~~. In all cases, such service ~~being~~ shall be continuous except for leave duly authorized and granted. After three full years of satisfactory service, a faculty member who had continuing contract in another regionally or nationally accredited institution of higher learning may petition for two years of credit

through the annual evaluation process. If accepted, the faculty member may apply for continuing contract at that time.

2. The probationary period may be continued upon recommendation of the President and approval by the Board ~~as provided in the Florida Administrative Code, for no more than seven (7) years total. The contract of a faculty member who is not awarded a continuing contract by the completion of seven (7) years will not be renewed.~~

3. Faculty hired for the 2012-13 academic year or earlier shall have served for three (3) full years during a period not in excess of five (5) years.

~~3.4. Continuing contract is recommended to the Board by the President for faculty members who have received satisfactory ratings during the probationary period on the evaluation of the performance of their duties and responsibilities during the probationary period. Continuing contract may become effective only at the beginning of an academic year only.~~

Continuing contract must be based on explicit judgment of qualifications and performance. In accordance with 6A-14.0411(23) FAC, the College criteria shall include the following:

- a. Quantifiable measured effectiveness in the performance of faculty duties,
- b. Continuing professional development,
- c. Currency and scope of subject matter knowledge,
- d. Relevant feedback from students, faculty, and employers of students,
- e. Service to the department, college, and community; and
- f. Appropriate criteria measuring student success defined as retention, progression, completion, and matriculation or job placement.

Criteria may consider educational also include the following:

- a. Educational qualifications, efficiency, compatibility, student learning outcomes, character and capacity,
- b. Capacity to meet the educational needs of the community, and the
- c. The length of time the duties and responsibilities of the position are expected to be needed.

~~4.5. Prior to initial appointment to continuing contract, faculty members must be carefully evaluated by the program director or dean. The Vice President for Academic Affairs shall consider all of the evaluations in making a recommendation to the immediate supervisor. The faculty member will provide to the supervisor a professional portfolio containing a factual description of the faculty member's teaching, curriculum, service and professional development strengths and accomplishments. The portfolio will include empirical evidence as well as a self-assessment as detailed in Board of Trustees Policy 05-03. The~~

dean/director shall consider all of the evaluation materials, including the immediate supervisor's assessment in making a recommendation to the Provost and President.

- a. If the President concurs with the ~~Vice President~~dean/director that the faculty member be awarded continuing contract, the President shall recommend this action to the ~~District~~Board of Trustees. The decision of the Board is final.
- b. If the dean/director fails to recommend the faculty member for continuing contract, the faculty member may appeal to the President.

#### If the dean/director

- b.c. ~~If the Vice President~~ recommends that the faculty member be given a continuing contract and the President does not concur in the recommendation, the faculty member may appeal to the Board. ~~If the Vice President fails to recommend the faculty member at the appropriate time, the faculty member may appeal to the President of Trustees.~~

### **E. Continuing Contract Status**

Continuing contract status entitles the faculty member to continue employment in the full-time faculty position at the College without annual nomination or reappointment. ~~However,~~

Faculty on continuing contract shall be reviewed annually by the immediate supervisor and shall submit a post-award professional portfolio every five (5) years to be evaluated by the immediate supervisor and the dean/director for the purpose of demonstrating continued achievement of standards set at the initial award of continuing contract and for demonstrating continual growth and development.

The President shall present an annual report to the Board of Trustees summarizing the status of all annual and continuing contract faculty.

### **F. Dismissal or Return to Annual Contract**

Upon recommendation of the President, the Board may dismiss or return to annual contract a faculty member on continuing contract ~~may be dismissed or returned to annual contract for failure to meet post-award performance criteria or for cause, in accordance with Board of Trustees Policy 05-16 and~~ in accordance with 6A-14.0411(57)(a)(b) FAC.

1. The President or designee shall notify the faculty member in writing of the recommendation, and upon approval by the Board, shall afford the employee the right to a hearing formally challenge the action in accordance with College policy- 05-16.
- 1.2. As an alternative to the hearing rights provided by College policy, the faculty member may ~~elect to~~ request an administrative hearing in accordance with the guidelines of

Chapter 120 of the Florida Statute (FS) by filing a petition with the Board within twenty-one (21) calendar days of receipt of the recommendation of the President.

### ~~E. Annual Contracts Under Certain Conditions~~

~~Any faculty member who is otherwise entitled to receive a continuing contract may be issued an annual contract provided the Board, upon the~~Upon ~~recommendation of the President, shall by majority vote find that such~~the Board may terminate a full-time ~~faculty member does not meet the required standards for a~~employee under ~~continuing contract~~ upon consolidation, reduction, ~~or that the~~elimination of an institution's program, or restriction of the ~~required duties and responsibilities of that~~a ~~position have been restricted or will be needed for a limited time.~~

~~2.3. Among the criteria to be considered by the~~board in accordance with ~~Board in making this determination shall be educational qualifications, efficiency, capability, character and capacity to meet the educational requirements of the community or the length of time the duties and responsibilities of this position are expected to be needed.~~of Trustees Policy 05-16. In the evaluation of these factors, the decision of the board shall be final.

~~A recommendation to issue such annual contract shall be made by the President and submitted to the Board giving good and sufficient reasons for the recommendation. The Board shall act on the President's recommendation not later than May 1 preceding the academic year for which the contract is to be effective.~~

## Administrators Holding Continuing Contracts as Faculty Members

~~Rule 6A-14.0411 FAC limits continuing contracts to persons serving in an instructional capacity only.~~

Administrators who held continuing contracts as faculty members at the College before appointment to their administrative post are placed on leave-of-absence status from their continuing contract for the duration of their annual administrative appointment. Such persons may revert to their continuing contract status if otherwise eligible in the event that they are not reappointed to their administrative position or that they opt not to accept such annual appointment.

## Supplemental Contracts

The President or designee is authorized to employ as needed any of the faculty members at the College on supplemental contracts.



**TALLAHASSEE COMMUNITY COLLEGE  
DISTRICT BOARD OF TRUSTEES  
P O L I C Y**

<b>TITLE:</b> Faculty Contracts	<b>NUMBER:</b> 05-02
<b>AUTHORITY:</b> Florida Statute: 1001.64, 1001.65 Florida Administrative Code: 6A-14.0411, 6A-14.041(2)	<b>SEE ALSO:</b> 05-02AP, 05-15
<b>DATE ADOPTED:</b> 12/1/97; Revised 1/22/01, 11/22/10, 05/20/13	

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  - a. In the case of an emergency situation due to extended illness, death, or unexpected resignation where adjunct faculty are not available or where no other full time faculty teach in the discipline. The temporary position will be terminated once the emergency situation is resolved.
  - b. Grant supported short term programs intended to fill a temporary need,
  - c. Other short term needs such as to complete a teach out plan for a discontinued program or degree,
  - d. Other emergency or temporary need situations.
3. If a temporary faculty position is needed beyond three years, a new established position shall be created. If interested in the established position, the employee serving in the temporary position must apply for the established position in a competitive hiring process.

## B. Renewal

Faculty members holding an annual contract may have their contract renewed by the Board upon the recommendation of the President no later than April 1st preceding the academic year for which the contract is to be effective.

## C. Non-renewal of Annual Contract

The President may determine not to recommend renewal of a faculty member on an annual contract in accordance with the following:

1. Expectancy of reemployment: the College owes no further contractual obligation to the faculty member at the expiration of an annual contract. The Board has no legal obligation to renew the contract of a faculty member on annual contract.
2. Notice of non-renewal: when a determination is made that a faculty member is not to be reappointed, that faculty member shall be notified in writing 30 to 45 days prior to the expiration date of the contract. This action does not release the College from the contractual commitment to compensation for the faculty member until the term of the contract expires nor does it release the faculty member from continuing to serve the college until the term of the contract expires.
3. Reasons for non-renewal: the reasons for the determination not to renew an annual contract will not be stated.

## D. Award of Continuing Contract

A continuing contract is granted subject to the following provisions.

1. Beginning with the 2013-2014 academic year, a faculty member shall have served at the College in a probationary status in accordance with the provisions and intent of 6A-14.0411(2)(a)(b) of the Florida Administrative Code (FAC) for five (5) full years of satisfactory service at Tallahassee Community College during a period not in excess of seven (7) total years. In all cases, such service shall be continuous except for leave duly authorized and granted. After three full years of satisfactory service, a faculty member who had continuing contract in another regionally or nationally accredited institution of higher learning may petition for two years of credit through the annual evaluation process. If accepted, the faculty member may apply for continuing contract at that time.
2. The probationary period may be continued upon recommendation of the President and approval by the Board for no more than seven (7) years total. The contract of a faculty

member who is not awarded a continuing contract by the completion of seven (7) years will not be renewed.

3. Faculty hired for the 2012-13 academic year or earlier shall have served for three (3) full years during a period not in excess of five (5) years.
4. Continuing contract is recommended to the Board by the President for faculty members who have received satisfactory ratings during the probationary period on the evaluation of performance of their duties and responsibilities. Continuing contract may become effective at the beginning of an academic year only.

Continuing contract must be based on explicit judgment of qualifications and performance. In accordance with 6A-14.0411(3) FAC, the criteria shall include the following:

- a. Quantifiable measured effectiveness in the performance of faculty duties,
- b. Continuing professional development,
- c. Currency and scope of subject matter knowledge,
- d. Relevant feedback from students, faculty, and employers of students,
- e. Service to the department, college, and community; and
- f. Appropriate criteria measuring student success defined as retention, progression, completion, and matriculation or job placement.

Criteria may also include the following:

- a. Educational qualifications, efficiency, compatibility, student learning outcomes, character,
  - b. Capacity to meet the educational needs of the community, and
  - c. The length of time the duties and responsibilities of the position are expected to be needed.
5. Prior to initial appointment to continuing contract, faculty members must be carefully evaluated by the immediate supervisor. The faculty member will provide to the supervisor a professional portfolio containing a factual description of the faculty member's teaching, curriculum, service and professional development strengths and accomplishments. The portfolio will include empirical evidence as well as a self-assessment as detailed in Board of Trustees Policy 05-03. The dean/director shall consider all of the evaluation materials, including the immediate supervisor's assessment in making a recommendation to the Provost and President.
    - a. If the President concurs with the dean/director that the faculty member be awarded continuing contract, the President shall recommend this action to the Board of Trustees. The decision of the Board is final.

- b. If the dean/director fails to recommend the faculty member for continuing contract, the faculty member may appeal to the President.
- c. If the dean/director recommends that the faculty member be given a continuing contract and the President does not concur in the recommendation, the faculty member may appeal to the Board of Trustees.

### **E. Continuing Contract Status**

Continuing contract status entitles the faculty member to continue employment in the full-time faculty position at the College without annual nomination or reappointment.

Faculty on continuing contract shall be reviewed annually by the immediate supervisor and shall submit a post-award professional portfolio every five (5) years to be evaluated by the immediate supervisor and the dean/director for the purpose of demonstrating continued achievement of standards set at the initial award of continuing contract and for demonstrating continual growth and development.

The President shall present an annual report to the Board of Trustees summarizing the status of all annual and continuing contract faculty.

### **F. Dismissal or Return to Annual Contract**

Upon recommendation of the President, the Board may dismiss or return to annual contract a faculty member on continuing contract for failure to meet post-award performance criteria or for cause, in accordance with Board of Trustees Policy 05-16 and in accordance with 6A-14.0411(7)(a)(b) FAC.

1. The President or designee shall notify the faculty member in writing of the recommendation, and upon approval by the Board, shall afford the employee the right to formally challenge the action in accordance with College policy 05-16.
2. As an alternative to the hearing rights provided by College policy, the faculty member may request an administrative hearing in accordance with the guidelines of Chapter 120 of the Florida Statute (FS) by filing a petition with the Board within twenty-one (21) calendar days of receipt of the recommendation of the President.
3. Upon recommendation of the President, the Board may terminate a full-time faculty employee under continuing contract upon consolidation, reduction, or elimination of an institution's program, or restriction of the required duties of a position by the board in accordance with Board of Trustees Policy 05-16. In the evaluation of these factors, the decision of the board shall be final.

### **G. Administrators Holding Continuing Contracts as Faculty Members**

Administrators who held continuing contracts as faculty members at the College before appointment to their administrative post are placed on leave-of-absence status from their continuing contract for the duration of their annual administrative appointment. Such persons may revert to their continuing contract status if otherwise eligible in the event that they are not reappointed to their administrative position or that they opt not to accept such annual appointment.

### **H. Supplemental Contracts**

The President or designee is authorized to employ as needed any of the faculty members at the College on supplemental contracts.

**TALLAHASSEE COMMUNITY COLLEGE  
DISTRICT BOARD OF TRUSTEES  
POLICY**

<b>TITLE:</b> Assessment and Evaluation	<b>NUMBER:</b> 05-03
<b>AUTHORITY:</b> Florida Statute: 1001.64, 1001.65 <del>Florida Administrative Code:</del>	<b>SEE ALSO:</b> 05-03AP, 05-07
<b>DATE ADOPTED:</b> 12/1/97; Revised 1/22/01, 11/22/10, <u>05/20/13</u>	

Assessment and evaluation of faculty will be conducted utilizing a variety of approaches relating to professional competence and commitment of the faculty member to the College. ~~Assessment and evaluation, include the following:~~ Annual and continuing contract faculty will maintain a professional portfolio that shall include evidence of effective classroom instruction, curriculum review and relevancy, service and support of college policies and procedures, and professional development. The portfolio will include materials described below, as appropriate to the position and responsibilities of the faculty member.

~~A. Evaluation of Faculty Classroom Observation~~

A.

Faculty on Annual Contract will be formally evaluated by the immediate supervisor each year prior to recommendation for annual contract renewal. The evaluation will be based on the faculty responsibilities described in Board Policy 05-07 and will include discussion of the items being collected for the professional portfolio as well as the annual classroom observation, student success results, and student evaluations.

Faculty being considered for moving from annual to continuing contract shall present a professional portfolio as described above for review and assessment by the immediate supervisor. The immediate supervisor will make a recommendation to the Dean/Director and Provost regarding continuing contract.

Faculty on Continuing Contract will participate in an annual review that consists of an appraisal of the faculty member's performance of the position responsibilities in Board Policy 05-07 as well as a review of documents being collected for the professional portfolio. The supervisor will provide written documentation of any concerns and expectations for correction in anticipation of the post-award review.

**B. Professional Portfolio Material provided by the Faculty Member**

Required:

- Statement of Teaching Responsibilities (courses taught over the period of the evaluation)
- Representative Course Syllabi
- Teaching Philosophy
- Teaching Goals—Short and Long Term
- Instructional Innovations
- Service provided to the department, college, and academic community
- Results of continuing professional development, short and long term

Optional:

- Teaching Methodologies
- Description of Teaching Materials
- Curricular Revisions
- Documentation of Teaching Improvement Activities
- Teaching honors and other recognitions
- Individual student feedback
- Samples of student achievements and outstanding student accomplishments in or beyond the classroom

**C. Professional Portfolio Materials provided by Others**

All portfolios shall also include the following:

1. Classroom observation assessment results written by the immediate supervisor.

- a. Faculty on Annual Contract: each faculty member on annual contract will be observed once a year; or more frequently, if needed. The observation will be conducted by the dean/ or program director/immediate supervisor and will be followed by a conference to discuss the observations/observation. The results of the observation and conferences may/will be incorporated as a part of the annual evaluation report/review and professional portfolio.
- b. Faculty on Continuing Contract: each faculty member on a continuing contract will be observed by the dean or program director/immediate supervisor as necessary and/but at least once every two (2) years. The observation may/will be followed by a conference to discuss the observations/observation.. The results of the observation will be incorporated in writing as a part of the professional portfolio.

1.2. Student Course Evaluations ~~Evaluation of Faculty~~

~~Faculty on Annual Contract: students~~ Students will evaluate faculty members ~~on annual contract~~ in each class in each ~~fall~~ major semester of the contract. The primary purpose of student evaluation of faculty is self-improvement of the faculty member. ~~Annual contract faculty and the course. Faculty~~ will develop a written self-analysis of the results. The Student Course Evaluation reports and self-analysis will be included as a part of the ~~seminar portfolio and annual formal evaluation. Student Evaluation reports will be discussed between the faculty member~~ review and the ~~dean or program director~~ professional portfolio.

- ~~1. Faculty on Continuing Contract: students will evaluate faculty members on continuing contract in each class in each fall semester of employment. The primary purpose of student evaluation of faculty is self-improvement of the faculty member. While there is no provision of direct inclusion of student evaluation results in the assessment program, it is expected that student evaluations will be discussed with the dean or program director and may contribute to the goal setting process.~~

## **B. Formal Evaluation of Faculty**

- ~~1. Faculty on Annual Contract: each faculty member on annual contract will be formally evaluated by the dean or program director (deans may be assisted by the program chair). The evaluation form may be completed to coincide with the classroom observation conferences and will become a part of the faculty member's file.~~
- ~~2. Faculty on Continuing Contract: faculty members on continuing contract will participate in an annual assessment that consists of an appraisal of the faculty member's compliance with the position responsibilities (Policy 05-07) and satisfactory achievement of the goals in the annual IPS (Instruction, Professional Growth, and Service to the College/Community) Plan developed during the previous assessment conference.~~
3. Student Success Data  
The immediate supervisor will provide data on student success including retention rates, ABC success rates, and achievement of student learning outcomes, student progression, completion, and matriculation or job placement to be analyzed and addressed as appropriate as part of the formal evaluation.
4. A review of items one through seven in the portfolio by a faculty peer.
5. Results of employer surveys, when appropriate to the discipline.

## **D. Post-Award Evaluation**

Faculty on Continuing Contract will present a professional portfolio for assessment by the immediate supervisor and the dean/director every five years. The immediate supervisor will make a recommendation to the dean/director and Provost regarding the faculty evaluation.



Faculty on Continuing Contract whose annual review indicates any area of concern related to faculty responsibilities identified in Board Policy 05-07 will develop a plan to address that concern in the following year. If the next annual review indicates the concern has not been addressed, a post-award evaluation will be required. This evaluation will be in addition to the regularly scheduled five year post-award evaluation. Additionally, the supervisor may require a post-award evaluation if intermittent concerns occur between five year evaluations.

The Procedure for developing an IPS Plan a portfolio and professional development plan and for conducting the annual review and post-award assessment is described in Administrative Procedure 05-03AP. 74

D.

### Assessment of Faculty Teaching in **More** Than One Division

Faculty may be qualified to teach in more than one discipline in the College. When more than one division is concerned, the faculty member will be assigned to one division as the home division and that dean immediate supervisor will assume responsibility for the evaluation/assessment of the faculty member. The secondary supervisor will provide input to the "home" division supervisor. The evaluation/assessment procedure for these faculty is described in Administrative Procedure 05-03P03AP.

**TALLAHASSEE COMMUNITY COLLEGE  
DISTRICT BOARD OF TRUSTEES  
P O L I C Y**

<b>TITLE:</b> Assessment and Evaluation	<b>NUMBER:</b> 05-03
<b>AUTHORITY:</b> Florida Statute: 1001.64, 1001.65	<b>SEE ALSO:</b> 05-03AP, 05-07
<b>DATE ADOPTED:</b> 12/1/97; Revised 1/22/01, 11/22/10, 05/20/13	

Assessment and evaluation of faculty will be conducted utilizing a variety of approaches relating to professional competence and commitment of the faculty member to the College. Annual and continuing contract faculty will maintain a professional portfolio that shall include evidence of effective classroom instruction, curriculum review and relevancy, service and support of college policies and procedures, and professional development. The portfolio will include materials described below, as appropriate to the position and responsibilities of the faculty member.

**A. Evaluation of Faculty**

Faculty on Annual Contract will be formally evaluated by the immediate supervisor each year prior to recommendation for annual contract renewal. The evaluation will be based on the faculty responsibilities described in Board Policy 05-07 and will include discussion of the items being collected for the professional portfolio as well as the annual classroom observation, student success results, and student evaluations.

Faculty being considered for moving from annual to continuing contract shall present a professional portfolio as described above for review and assessment by the immediate supervisor. The immediate supervisor will make a recommendation to the dean/director and Provost regarding continuing contract.

Faculty on Continuing Contract will participate in an annual review that consists of an appraisal of the faculty member's performance of the position responsibilities in Board Policy 05-07 as well as a review of documents being collected for the professional portfolio. The supervisor will provide written documentation of any concerns and expectations for correction in anticipation of the post-award review.

## B. Professional Portfolio Material provided by the Faculty Member

### Required:

- Statement of Teaching Responsibilities (courses taught over the period of the evaluation)
- Representative Course Syllabi
- Teaching Philosophy
- Teaching Goals—Short and Long Term
- Instructional Innovations
- Service provided to the department, college, and academic community
- Results of continuing professional development, short and long term

### Optional:

- Teaching Methodologies
- Description of Teaching Materials
- Curricular Revisions
- Documentation of Teaching Improvement Activities
- Teaching honors and other recognitions
- Individual student feedback
- Samples of student achievements and outstanding student accomplishments in or beyond the classroom

## C. Professional Portfolio Materials provided by Others

All portfolios shall also include the following:

1. Classroom observation assessment results written by the immediate supervisor.
  - a. Faculty on Annual Contract: each faculty member on annual contract will be observed once a year or more frequently, if needed. The observation will be conducted by the immediate supervisor and will be followed by a conference to discuss the observation. The results of the observation and conferences will be incorporated as a part of the annual review and professional portfolio.
  - b. Faculty on Continuing Contract: each faculty member on a continuing contract will be observed by the immediate supervisor as necessary but at least once every two (2) years. The observation will be followed by a conference to discuss the observation. The results of the observation will be incorporated in writing as a part of the professional portfolio.
2. Student Course Evaluations

Students will evaluate faculty members in each class in each major semester of the contract. The primary purpose of student evaluation of faculty is self-improvement of the faculty member and the course. Faculty will develop a written self-analysis of the results. The

Student Course Evaluation reports and self-analysis will be included as a part of the annual review and professional portfolio.

3. Student Success Data

The immediate supervisor will provide data on student success including retention rates, ABC success rates, and achievement of student learning outcomes, student progression, completion, and matriculation or job placement to be analyzed and addressed as appropriate as part of the formal evaluation.

4. A review of items one through seven in the portfolio by a faculty peer.

5. Results of employer surveys, when appropriate to the discipline.

#### **D. Post-Award Evaluation**

Faculty on Continuing Contract will present a professional portfolio for assessment by the immediate supervisor and the dean/director every five years. The immediate supervisor will make a recommendation to the dean/director and Provost regarding the faculty evaluation.

Faculty on Continuing Contract whose annual review indicates any area of concern related to faculty responsibilities identified in Board Policy 05-07 will develop a plan to address that concern in the following year. If the next annual review indicates the concern has not been addressed, a post-award evaluation will be required. This evaluation will be in addition to the regularly scheduled five year post-award evaluation. Additionally, the supervisor may require a post-award evaluation if intermittent concerns occur between five year evaluations.

The Procedure for developing a portfolio and professional development plan and for conducting the annual review and post-award assessment is described in Administrative Procedure 05-03AP.

#### **E. Assessment of Faculty Teaching in More Than One Division**

Faculty may be qualified to teach in more than one discipline in the College. When more than one division is concerned, the faculty member will be assigned to one division as the home division and that immediate supervisor will assume responsibility for the evaluation/assessment of the faculty member. The secondary supervisor will provide input to the “home” division supervisor. The evaluation/assessment procedure for these faculty is described in Administrative Procedure 05-03AP.

**TALLAHASSEE COMMUNITY COLLEGE  
DISTRICT BOARD OF TRUSTEES  
P O L I C Y**

<b>TITLE:</b> Faculty Hours of Work	<b>NUMBER:</b> 05-04
<b>AUTHORITY:</b> Florida Statute: 1001.64, 1001.65 Florida Administrative Code: 6A-14.0491	<b>SEE ALSO:</b> 05-04AP
<b>DATE ADOPTED:</b> 12/1/97; Revised 3/15/99, 1/22/01, 8/20/01, 11/26/01, 11/22/10, <u>05/20/13</u>	

**A. Non-Teaching Faculty**

Non-teaching faculty and faculty librarians shall adhere to a minimum of a forty (40) hour work week scheduled as appropriate in accordance with the contract length specified in the Board-approved Salary Schedule.

**B. Teaching Faculty**

~~As professionals, teaching faculty members enjoy considerable freedom in planning and performing their work.~~ Faculty members may have teaching assignments both on and off campus, day and evening, and at times, on the weekends. Their assignments require forty (40) or more hours of professional services to the College each week.

The following shall apply to teaching faculty:

1. A faculty member must provide for a total time of at least twenty-five (25) hours in an instructional capacity, that is, available to students in the classroom and through office hours. Classroom contact and on-campus office hours may be adjusted for assignments during non-traditional academic terms and for non-traditional delivery. Adjustments must be approved by the immediate supervisor. No more than 30% of the 25 hours may be modified for virtual delivery without approval of the Provost or President. On the Teaching and Office Schedule, the faculty member shall list the following:
  - a. ~~a.~~ All class hours
  - b. ~~b.~~ Office hours sufficient to total a minimum of twenty-five (25) hours in combination with class hours

- c. ~~e.~~ At least ten (10) office hours
  - d. ~~Other structured assignments~~
    - d. The twenty-five (25) minimum onOther responsibilities for which reassigned time has been authorized
    - e. Synchronous virtual office hours and class time
2. On-campus hours required must be distributed Monday through Friday with a minimum of two hours per day. Office hours are to be scheduled at times convenient to students and are not to conflict with other regularly scheduled commitments. ~~Exceptions for on-line and other non-traditional formats require the approval of the Dean or Program Director and the Vice President for Academic Affairs. (See Administrative Procedure 05-04AP).~~
3. Faculty members are expected to adhere to the class schedule and office hours submitted each semester. ~~If a faculty member must leave the campus during scheduled hours, the division office must be notified, and a leave form must be submitted. Changes~~Temporary changes to the office hour schedule must be approved by the ~~Dean or Program Director~~immediate supervisor. If conflict cannot be avoided, faculty may attend official college committee meetings or special events during office hours as long as students are notified of the temporary change in availability.
  4. ~~Limited exceptions to these scheduling requirements may be made with the approval of the President upon written recommendation of the appropriate dean or program director and the Vice President for Academic Affairs.~~
- 5.4. During the fall and spring semesters, approximately thirty (30) hours per semester will be spent in the advisement process. These hours are scheduled in addition to office and class hours. Annual contract faculty will not advise during their first semester and will engage in limited advising hours in the second and subsequent semesters such that their total commitment to the new-faculty seminar program and advising totals approximately 30 hours.
  5. Limited exceptions to these scheduling requirements may be made with the approval of the President upon written recommendation of the immediate supervisor and Provost.
6. Aside from these duties, faculty members are expected to perform other college-related services during their work week, both on campus and off. ~~Faculty~~ If not in class, faculty are expected to be available for scheduled meetings and other campus and department responsibilities as defined by the immediate supervisor, Dean, Program/Director, or other campus officials. Faculty should not expect that campus and committee meetings will be adjusted to accommodate any non-college faculty commitments.
7. Faculty will be required to take leave if non-college commitments prevent them from attending required class or office hours, advising hours, meetings or events.

7.8. All teaching and office hour commitments for extra assignments for fall and spring term are above and beyond these regular contract obligations.

9. Faculty teaching a web class as an extra assignment or in the summer may adjust on campus schedules for virtual hours. Adjustments must be approved by the immediate supervisor.

Noncompliance with these responsibilities will be handled through the official College policies relating to such conduct.

### **C. Advising Responsibilities – Summer Terms**

Faculty who teach during the summer are required to assist with advising as needed, but no more than the following. Advising responsibilities for all summer term teaching are calculated by term (not weekly) as follows:

- 1-3 credit hours or 1-9 clock hours - 6 hours advising
- 4-6 credit hours or 10-20 clock hours - 9 hours advising
- 7-12 credit hours or 21+ clock hours - 12 hours advising



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DISTRICT BOARD OF TRUSTEES  
P O L I C Y**

<b>TITLE:</b> Faculty Hours of Work	<b>NUMBER:</b> 05-04
<b>AUTHORITY:</b> Florida Statute: 1001.64, 1001.65 Florida Administrative Code: 6A-14.0491	<b>SEE ALSO:</b> 05-04AP
<b>DATE ADOPTED:</b> 12/1/97; Revised 3/15/99, 1/22/01, 8/20/01, 11/26/01, 11/22/10. 05/20/13	

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  5. Limited exceptions to these scheduling requirements may be made with the approval of the President upon written recommendation of the immediate supervisor and Provost.
  6. Aside from these duties, faculty members are expected to perform other college-related services during their work week, both on campus and off. If not in class, faculty are expected to be available for scheduled meetings and other campus and department responsibilities as defined by the immediate supervisor, dean/director, or other campus officials. Faculty should not expect that campus and committee meetings will be adjusted to accommodate any non-college faculty commitments.
  7. Faculty will be required to take leave if non-college commitments prevent them from attending required class or office hours, advising hours, meetings or events.
  8. All teaching and office hour commitments for extra assignments for fall and spring term are above and beyond these regular contract obligations.
  9. Faculty teaching a web class as an extra assignment or in the summer may adjust on campus schedules for virtual hours. Adjustments must be approved by the immediate supervisor.

Noncompliance with these responsibilities will be handled through the official College policies relating to such conduct.

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- 4-6 credit hours or 10-20 clock hours - 9 hours advising
- 7-12 credit hours or 21+ clock hours - 12 hours advising

**TALLAHASSEE COMMUNITY COLLEGE  
DISTRICT BOARD OF TRUSTEES  
P O L I C Y**

<b>TITLE:</b> Teaching Faculty Responsibilities	<b>NUMBER:</b> 05-07
<b>AUTHORITY:</b> Florida Statute: 1001.64, 1001.65 <del>Florida Administrative Code:</del>	<b>SEE ALSO:</b>
<b>DATE ADOPTED:</b> 12/1/97; Revised 1/22/01, 11/22/10, <u>05/20/13</u>	

Tallahassee Community College (TCC) faculty are professional educators with the primary responsibility of providing a quality education for TCC students. All TCC faculty members are responsible for fulfilling the following responsibilities in accordance with the philosophy, mission, policies, and procedures of the College.

The responsibilities of teaching faculty ~~may include, but are not limited to, the following:~~ are as follows:

**Instruction**

- To devote the best professional effort to the primary task of teaching assigned classes by ~~providing a thorough~~maintaining high academic standards, staying current in one's field, communicating content effectively and accurate knowledge of the subject area and by using effective teaching practices~~and by using effective teaching practices~~cultivating an environment best suited to learning.
- To provide to students in all classes at the beginning of each term a copy of the instructor syllabus written in accordance with TCC Policy 05-12.
- To assure that a student's grade accurately reflects the student's achievements of the learning outcomes of the course.
- To teach assigned classes at the scheduled time and place.
- To maintain and report accurate records of attendance and grades when required by state and federal law and college policy and procedures.
- To maintain office hours in accordance with the schedule developed and approved by the immediate supervisor each semester.

### Curriculum

- ~~To assure that a student's grade accurately reflects the student's achievements of the learning outcomes of the course.~~
- ~~To provide to students in all classes at the beginning of each term a copy of the instructor syllabus written in accordance with TCC Policy 05-12.~~
- To review course objectives and instructional strategies periodically to assure the consistency of each course with the **objectives of the College, with the** master syllabus for the course, and with the needs of the students.
- To prepare or revise the master course syllabus for specific courses and to assist in course coordination as needed.
- To participate in the selection of appropriate course textbooks, **resources and learning management systems, or other modes of reference/instruction as appropriate.**
- To revise or develop new courses as needed to assure the relevancy and appropriateness of the curriculum.**

### Service and Support of College Policies and Procedures

- To encourage students to make maximum use of the resources of the College, including the Library ~~and~~, Learning Commons, and online resources.
- ~~1. To maintain office hours in accordance with the schedules developed and approved by the Dean each semester.~~
- To provide service to the College, the division, and the discipline.**
- To participate in the advising process.
- To follow college policy and procedures in all matters.**

### Professional Development

- ~~2. To develop and implement annual goals including professional growth as written in the individual instruction, a plan for professional development, and service (IPS) plan signed by the faculty member that may include short and dean or program director.~~

3. To provide service long term goals, as well as documentation to the College as specified be included in the IPS professional portfolio. Professional development may also include opportunities that are not planned but that present themselves during the year. The plan:

is intended to be individualized and may involve innovation in instruction, curriculum, or service.

**TALLAHASSEE COMMUNITY COLLEGE  
DISTRICT BOARD OF TRUSTEES  
P O L I C Y**

<b>TITLE:</b> Teaching Faculty Responsibilities	<b>NUMBER:</b> 05-07
<b>AUTHORITY:</b> Florida Statute: 1001.64, 1001.65	<b>SEE ALSO:</b>
<b>DATE ADOPTED:</b> 12/1/97; Revised 1/22/01, 11/22/10, 05/20/13	

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The responsibilities of teaching faculty are as follows:

**Instruction**

- To devote the best professional effort to the primary task of teaching assigned classes by maintaining high academic standards, staying current in one's field, communicating content effectively and cultivating an environment best suited to learning.
- To provide to students in all classes at the beginning of each term a copy of the instructor syllabus written in accordance with TCC Policy 05-12.
- To assure that a student's grade accurately reflects the student's achievements of the learning outcomes of the course.
- To teach assigned classes at the scheduled time and place.
- To maintain and report accurate records of attendance and grades when required by state and federal law and college policy and procedures.
- To maintain office hours in accordance with the schedule developed and approved by the immediate supervisor each semester.

### **Curriculum**

- To review course objectives and instructional strategies periodically to assure the consistency of each course with the master syllabus for the course and with the needs of the students.
- To prepare or revise the master course syllabus for specific courses and to assist in course coordination as needed.
- To participate in the selection of appropriate course textbooks, resources and learning management systems, or other modes of reference/instruction as appropriate.
- To revise or develop new courses as needed to assure the relevancy and appropriateness of the curriculum.

### **Service and Support of College Policies and Procedures**

- To encourage students to make maximum use of the resources of the College, including the Library, Learning Commons, and online resources.
- To provide service to the College, the division, and the discipline.
- To participate in the advising process.
- To follow college policy and procedures in all matters.

### **Professional Development**

To develop and implement a plan for professional development that may include short and long term goals, as well as documentation to be included in the professional portfolio. Professional development may also include opportunities that are not planned but that present themselves during the year. The plan is intended to be individualized and may involve innovation in instruction, curriculum, or service.



**TALLAHASSEE COMMUNITY COLLEGE  
DISTRICT BOARD OF TRUSTEES  
P O L I C Y**

<b>TITLE:</b> Suspension, Dismissal, or Non-Renewal of Contracts	<b>NUMBER:</b> 05-16
<b>AUTHORITY:</b> Florida Statute: 1001.64, 1001.65, 1012.855 Florida Administrative Code: 6A-14.0411	<b>SEE ALSO:</b>
<b>DATE ADOPTED:</b> 12/1/97; Revised 1/22/01, 11/22/10, <u>5/20/13</u>	

Suspension or dismissal of faculty members on either annual or continuing contract shall be conducted subject to the provisions of ~~the State Board of Education Rules and~~ Florida ~~Statutes~~law.

~~A faculty member on continuing contract shall have the right to a public hearing if dismissed or suspended at any time or if returned to annual contract.~~ A faculty member on annual contract shall have the right to a public hearing only if the contract is terminated before its expiration date.

A faculty member on continuing contract shall have the right to a public hearing if dismissed at any time or if returned to annual contract. As an alternative, the faculty member may request an administrative hearing in accordance with Chapter 120, Fla. Stat.

### A. Suspension

A faculty member may be suspended for a serious offense or for investigation of an alleged serious offense upon recommendation by the President ~~or Board of Trustees in accordance with appropriate State Board of Education Rules for up to ten (10) days.~~ Faculty may use the grievance and appeal policy (05-17) to challenge a suspension.

### B. Dismissal or Return to Annual Contract

In accordance with Florida Administrative Code (FAC) 6A-14.~~011(5(a)), a~~0411a faculty member may be dismissed or returned to annual contract status ~~at the discretion of the Board of Trustees for failure to meet post-award performance criteria or for cause~~ upon a recommendation, in writing, from the President and approval by the Board of Trustees. The President shall include in his/her recommendation to the Board, the basis for the recommendation.

Before recommending that a faculty member be dismissed or returned to annual contract because of unsatisfactory performance of assigned duties and responsibilities, the President shall have evidence that the faculty member has been informed of the deficiencies by the deanimmediate supervisor or the Provost and Vice President for Academic Affairs and has been given an opportunity to correct them.

Before recommending that a faculty member be dismissed or returned to annual contract for causes other than unsatisfactory performance of assigned duties and responsibilities, the President shall consider the gravity of the matter and, if not of a serious nature, shall inform the faculty member of the deficiencies and allow an opportunity to correct them.

If a faculty member is notified in writing of a decision to dismiss or return to annual contract for failure to meet post-award performance criteria or for cause, the employee has the right to formally challenge the action in accordance with the policies and procedures described below. As an alternative to the hearing rights provided by this policy, the employee may request an administrative hearing in accordance with Chapter 120, Florida Statutes, by filing a petition with the board within twenty-one (21) days of receipt of the recommendation of the President.

Consistent with the criteria in FAC 6A-14.0411(57(b)) and Policy 04-23, a faculty member may be dismissed or returned to annual contract status upon consolidation, reduction, or elimination of a community college program or restriction of the required duties of a position by the Board. The decision of the board shall not be controlled by any previous contractual relationship. In the evaluation of factors in FAC 6A-14.0411(7)(b) and Policy 04-23, the decision of the board shall be final.

### C. Grounds for Termination At Any Time During The Year

~~The following are considered grave matters~~If it has been determined that constitute the grounds for termination of employment at any time during the year:

- ~~1. Immorality: defined as conduct that is inconsistent with the standards of public conscience and good morals in the district in which the College is located. It is conduct sufficiently notorious to bring the individual concerned or the College into public disgrace or disrespect and impair the individual's service to the College.~~
- ~~2. Misconduct in office: defined as deliberate, persistent, unlawful, or improper conduct by an individual which violates established rules, policies, directives, or guidelines for performing assigned duties; showing the effects of abusive or excessive use by an individual of alcohol or other debilitating intoxicants, drugs, or narcotics on campus; participation by an individual in disruptive activities which interfere with the normal operation of the College; negligent failure of an employee to perform the duties assigned to the individual.~~
- ~~3. Incompetency: defined as an inability or lack of fitness to discharge the required duty as a result of inefficiency or incapacity in one's assigned duties.~~

- a. ~~In the determination of what constitutes inefficiency, the Board may consider repeated failure to perform duties; repeated failure on the part of the faculty member to communicate with and relate to students in the classroom to such an extent that students are deprived of minimum educational experiences; or repeated failure on the part of an administrator or supervisor to communicate with and relate to teachers and students under the supervision of the faculty member to such an extent that the programs for which the faculty member is responsible are seriously impaired.~~
  - b. ~~In the determination of what constitutes incapacity, the Board may consider lack of emotional stability; lack of adequate physical ability; lack of general educational background; lack of adequate command of the area of specialization or job description; or lack of competencies required in the job description.~~
4. ~~Gross insubordination: defined as constant or continuing intentional refusal to obey a direct order, reasonable in nature, and given by and with proper authority.~~
  5. ~~Willfulhas engaged in serious misconduct, habitual neglect of duty: defined as deliberate failure of an employee to perform the duties assigned to the employee.~~
  6. ~~Intoxication: defined as that condition which exists when an individual publicly is under the influence of alcoholic beverages or drugs to such an extent that normal faculties are impaired; or conviction by a court of law; or a finding or legal establishment of guilt on same by a court, regardless of whether adjudication of guilt is withheld, on the charges of drunkenness, driving while intoxicated, or abusive use of drugs or narcotics.~~
  7. ~~Conviction of any, incompetence or conduct incompatible with his/her duties, or prejudicial to TCC's mission, or if he/she has been found to be willfully disobedient to his/her supervisor's directions, or found guilty of a crime involvingof moral turpitude: defined as a crime that is evidenced by an act of baseness, vileness, or depravity in the private, professional, or social duties that a person owes to others or to society in general, contrary to the accepted and customary rules of, the law recognizes TCC's right and duty between people to terminate the employee's relationship with TCC.~~

#### **D. Notice of Dismissal, Suspension, or Return to Annual Contract**

The President shall furnish written notice to the faculty member of the recommendation to the Board of the suspension or dismissal or return to annual contract of said faculty member.

The notice of suspension, dismissal, or return to annual contract shall specify the charges made against the faculty member in terms sufficiently specific both to inform and to enable the faculty member to make a determination whether to request a hearing on said charges. The notice shall advise the faculty member of the opportunity to request a hearing on said charges and that said request must be made in writing to the President within ten (10) work days of the receipt of the notice. A copy of these procedures for dismissal shall accompany the notice.

If the faculty member requests a hearing, the President shall notify the Board in writing.

### **E. Request for Hearing**

Within ten (10) work days of receipt of a request for hearing, the Board shall determine who shall hear the charges and shall schedule a public hearing to be held at least fifteen (15) work days after the employee's receipt of the hearing notice.

The Board may ~~determine to hear the charges itself~~ appoint one of its members as hearing examiner, or may appoint an outside hearing examiner. The hearing examiner shall be impartial and ~~competent~~qualified by reason of training and experience; to conduct the hearing. The Board ~~may appoint one of its members as the hearing examiner. If a Board member or a hearing examiner is used in lieu of the Board, the Board member or hearing examiner shall be bound by the same procedures as the Board. If the Board determines to hear the charges, it may appoint one of its members other than the Chair to preside.~~

The Board shall send a notification to the faculty member and the hearing examiner stating who shall hear the charges advanced by the President.

The Board shall send to the faculty member a notice specifying the date, time, and place of the hearing to be conducted upon the charges advanced by the President. The notice shall contain the specific charges against the faculty member and shall inform the faculty member of the right to be heard in his/her own defense, to produce and cross-examine witnesses, to present other relevant evidence, and to be represented by legal counsel of his/her own choice at his/her own expense. Not later than ten (10) work days before the hearing, the President and the faculty member shall exchange in affidavit form a list of the names and addresses of witnesses to be called, together with a brief and accurate statement as to the proposed testimony of each witness, and a like statement as to any other proposed evidence, together with the evidence itself. Each party shall have the right to examine and copy the evidence of the other. The affidavit shall be signed under oath by the parties and their counsel. Any rebuttal witnesses need not be listed.

The hearing shall be conducted in the following manner.

1. The hearing shall be fully and accurately recorded by stenographic or mechanical device and all testimony exhibits shall be preserved.
2. Formal hearings shall in general use the rules of evidence recognized by law in this State, but said rules shall not be strictly applied and shall be adapted to College circumstances when justice may require. No oral or written communications shall be received from anyone other than through the real parties in interest or through their witnesses.
- ~~3. Upon the written request of any real party in interest, the presiding member of the Board or hearing examiner shall issue subpoenas ad testificandum and duces tecum to compel the attendance of witnesses and documents.~~

~~4. The Board, Board member, or 3. The~~ hearing examiner, upon the hearing of the cause, shall inform the parties of the following rights and privileges and to afford same unto them to assure due process.

- a. Each party shall have the opportunity to make an opening statement.
- b. Each party shall have the opportunity to present his case or defense by oral and documentary evidence.
- c. Each party shall be afforded the opportunity to confront and cross-examine adverse witnesses.
- d. Each party shall be afforded the opportunity to be accompanied, represented and advised by counsel or to represent himself/herself.

~~e. Each party shall be afforded the opportunity to attain the assistance of the Board or hearing examiner in obtaining the attendance to testify or the deposition of any witnesses and in obtaining any other evidence.~~

~~f.~~ All witnesses shall be sworn or required to affirm to tell the truth prior to testifying.

~~g.~~ Each party shall be afforded the opportunity to make a final argument and to present findings of fact within a prescribed time.

~~54.~~ All rulings as to the admissibility of evidence shall be made by ~~the presiding member of the Board subject to objection by any member, any such objection to be determined by the majority vote of the members of the Board,~~ hearing examiner.

~~65.~~ No public statements to news gathering agencies or otherwise as to cases pending before or concluded by the Board or hearing examiner shall be made by any member thereof or by any party to the hearing.

~~76.~~ The hearing is to determine whether the charges have been sustained by the evidence. The President must bear the burden of proving his charges by the greater weight of the evidence.

~~87.~~ The attorney for the Board shall serve as legal advisor to the ~~Board, Board member,~~ or hearing examiner assigned to hear the charge. The attorney's role is that of a procedural and technical advisor. The attorney shall not vote nor participate in the actual deliberations of the hearing body. Upon request, the attorney may assist in preparation of the written findings, conclusions, and recommendations or determination. The Board may appoint an attorney to assist the President in the preparation and presentation of the charges against the faculty member.

The hearing examiner shall effect a thorough and prompt hearing. The Board shall provide the hearing examiner with the time and resources necessary to conduct a fair and impartial hearing.

At the conclusion of the hearing, the hearing examiner shall make proposed findings of fact, conclusions of law, and recommendations as to the disposition to be made of the matter involved. The hearing examiner shall make his determination solely upon the evidence adduced at the hearing.

Within ten (10) work days after receipt of such information, the parties shall have the right to submit written objections thereto, which objections shall be delivered to the ~~presiding member~~Board chair for consideration by the hearing examiner. The opposing party may file a reply to the written objection within the time prescribed by the ~~presiding member~~. ~~An objecting party shall also have the right, upon request, to be heard by the hearing examiner on such objections.~~Board chair. After consideration by the hearing examiner of any objections to the proposed findings of fact, conclusion of law, and recommendations, the hearing examiner shall determine the final findings, conclusions, and recommendations. The findings, conclusions, and recommendations, together with all evidence received, and the transcript of the proceedings shall be delivered to the chair of the Board as soon as possible after determination is made, and a copy of the findings, conclusions, and recommendations shall be delivered to each party.

~~If the matter is heard by a hearing examiner or an individual Board member, the Board~~The Board shall receive and review the findings, conclusions, and recommendations. The Board may affirm the findings of the hearing officer and shall accept the hearing officer's conclusions of fact as long as the conclusions are supported by competent substantial evidence. The Board ~~may reverse the recommendations and~~ may make its own determination upon the findings and conclusions of the ~~member or~~ hearing examiner; ~~or it may make its own findings and conclusions from the transcript and the evidence~~ if the Board determines that the examiner's ~~its~~ findings and conclusions are ~~not~~ supported by competent substantial evidence. ~~The Board may hear oral argument.~~ The chair of the Board shall see that a final determination is rendered at the earliest possible date, but in no event should action be deferred more than thirty (30) work days from the time of receipt of the information from the ~~member or~~ hearing examiner. The Board shall make final findings, conclusions, and a determination.

~~If the matter is heard by the Board, the Board shall promptly conduct a fair and impartial hearing. At the conclusion of the hearing, it shall make proposed findings of fact, conclusions of law, and determination as to the disposition of the matter involved. The Board shall make its determination solely upon the evidence adduced at the hearing. Within ten (10) work days after receipt of such information, the parties shall have the right to submit written objections thereto to the chair. The opposing party may reply within the time prescribed by the chair. The parties shall have the right, upon request, to be heard by the Board on such objections. After consideration of any objections to its proposed findings, conclusions, and determination, the Board shall determine finally its findings, conclusions, and determination.~~

Action by the Board shall be final and becomes effective immediately unless otherwise decided by the Board. In the event dismissal charges are sustained by a majority vote of the full membership of the Board, the faculty member shall be discharged, pay shall cease, and the contract of employment shall be canceled and shall be effective with the date of the dismissal. In the event of suspension, pay shall be withheld as of the effective date of suspension. If the faculty member is exonerated, salary payments shall be retroactive to the date of the suspension.

~~If the faculty member is under annual contract, the decision of the Board is the final administrative procedure available. If the faculty member is under continuing contract, any such decision adverse to the faculty member may be appealed in writing to the State Board of Education through the Commissioner for review provided such appeal is filed within thirty (30) work days after the decision of the Board and provided further that the decision of the State Board shall be final as to sufficiency on the grounds of dismissal.~~

The Board decision is Final Agency Action and if the recommended action of suspension or dismissal or return to annual contract is sustained by the Board, the faculty member may appeal to the Florida First District Cour of Appeal pursuant to Chapter 120.68, Fla. Stat.

**TALLAHASSEE COMMUNITY COLLEGE  
DISTRICT BOARD OF TRUSTEES  
P O L I C Y**

<b>TITLE:</b> Suspension, Dismissal, or Non-Renewal of Contracts	<b>NUMBER:</b> 05-16
<b>AUTHORITY:</b> Florida Statute: 1001.64, 1001.65, 1012.855 Florida Administrative Code: 6A-14.0411	<b>SEE ALSO:</b>
<b>DATE ADOPTED:</b> 12/1/97; Revised 1/22/01, 11/22/10, 5/20/13	

Suspension or dismissal of faculty members on either annual or continuing contract shall be conducted subject to the provisions of Florida law.

A faculty member on annual contract shall have the right to a public hearing only if the contract is terminated before its expiration date.

A faculty member on continuing contract shall have the right to a public hearing if dismissed at any time or if returned to annual contract. As an alternative, the faculty member may request an administrative hearing in accordance with Chapter 120, Fla. Stat.

**A. Suspension**

A faculty member may be suspended for a serious offense or for investigation of an alleged serious offense upon recommendation by the President for up to ten (10) days. Faculty may use the grievance and appeal policy (05-17) to challenge a suspension.

**B. Dismissal or Return to Annual Contract**

In accordance with Florida Administrative Code (FAC) 6A-14.0411 a faculty member may be dismissed or returned to annual contract status for failure to meet post-award performance criteria or for cause upon a recommendation, in writing, from the President and approval by the Board of Trustees. The President shall include in his/her recommendation to the Board, the basis for the recommendation.

Before recommending that a faculty member be dismissed or returned to annual contract because of unsatisfactory performance of assigned duties and responsibilities, the President shall have evidence that the faculty member has been informed of the deficiencies by the immediate supervisor or the Provost and Vice President for Academic Affairs and has been given an opportunity to correct them.



Before recommending that a faculty member be dismissed or returned to annual contract for causes other than unsatisfactory performance of assigned duties and responsibilities, the President shall consider the gravity of the matter and, if not of a serious nature, shall inform the faculty member of the deficiencies and allow an opportunity to correct them.

If a faculty member is notified in writing of a decision to dismiss or return to annual contract for failure to meet post-award performance criteria or for cause, the employee has the right to formally challenge the action in accordance with the policies and procedures described below. As an alternative to the hearing rights provided by this policy, the employee may request an administrative hearing in accordance with Chapter 120, Florida Statutes, by filing a petition with the board within twenty-one (21) days of receipt of the recommendation of the President.

Consistent with the criteria in FAC 6A-14.0411(7)(b) and Policy 04-23, a faculty member may be dismissed or returned to annual contract status upon consolidation, reduction, or elimination of a community college program or restriction of the required duties of a position by the Board. The decision of the board shall not be controlled by any previous contractual relationship. In the evaluation of factors in FAC 6A-14.0411(7)(b) and Policy 04-23, the decision of the board shall be final.

### **C. Grounds for Termination At Any Time During The Year**

If it has been determined that a faculty member has engaged in serious misconduct, habitual neglect of duty, incompetence or conduct incompatible with his/her duties, or prejudicial to TCC's mission, or if he/she has been found to be willfully disobedient to his/her supervisor's directions, or found guilty of a crime of moral turpitude, the law recognizes TCC's right to terminate the employee's relationship with TCC.

### **D. Notice of Dismissal, Suspension, or Return to Annual Contract**

The President shall furnish written notice to the faculty member of the recommendation to the Board of the suspension or dismissal or return to annual contract of said faculty member.

The notice of suspension, dismissal, or return to annual contract shall specify the charges made against the faculty member in terms sufficiently specific both to inform and to enable the faculty member to make a determination whether to request a hearing on said charges. The notice shall advise the faculty member of the opportunity to request a hearing on said charges and that said request must be made in writing to the President within ten (10) work days of the receipt of the notice. A copy of these procedures for dismissal shall accompany the notice.

If the faculty member requests a hearing, the President shall notify the Board in writing.

## **E. Request for Hearing**

Within ten (10) work days of receipt of a request for hearing, the Board shall determine who shall hear the charges and shall schedule a public hearing to be held at least fifteen (15) work days after the employee's receipt of the hearing notice.

The Board may appoint one of its members as hearing examiner, or may appoint an outside hearing examiner. The hearing examiner shall be impartial and qualified by reason of training and experience to conduct the hearing. The Board member or hearing examiner shall be bound by the same procedures as the Board.

The Board shall send a notification to the faculty member and the hearing examiner stating who shall hear the charges advanced by the President.

The Board shall send to the faculty member a notice specifying the date, time, and place of the hearing to be conducted upon the charges advanced by the President. The notice shall contain the specific charges against the faculty member and shall inform the faculty member of the right to be heard in his/her own defense, to produce and cross-examine witnesses, to present other relevant evidence, and to be represented by legal counsel of his/her own choice at his/her own expense. Not later than ten (10) work days before the hearing, the President and the faculty member shall exchange in affidavit form a list of the names and addresses of witnesses to be called, together with a brief and accurate statement as to the proposed testimony of each witness, and a like statement as to any other proposed evidence, together with the evidence itself. Each party shall have the right to examine and copy the evidence of the other. The affidavit shall be signed under oath by the parties and their counsel. Any rebuttal witnesses need not be listed.

The hearing shall be conducted in the following manner.

1. The hearing shall be fully and accurately recorded by stenographic or mechanical device and all testimony exhibits shall be preserved.
2. Formal hearings shall in general use the rules of evidence recognized by law in this State, but said rules shall not be strictly applied and shall be adapted to College circumstances when justice may require. No oral or written communications shall be received from anyone other than through the real parties in interest or through their witnesses.
3. The hearing examiner, upon the hearing of the cause, shall inform the parties of the following rights and privileges and to afford same unto them to assure due process.
  - a. Each party shall have the opportunity to make an opening statement.
  - b. Each party shall have the opportunity to present his case or defense by oral and documentary evidence.
  - c. Each party shall be afforded the opportunity to confront and cross-examine adverse witnesses.

- d. Each party shall be afforded the opportunity to be accompanied, represented and advised by counsel or to represent himself/herself.
  - e. All witnesses shall be sworn or required to affirm to tell the truth prior to testifying.
  - f. Each party shall be afforded the opportunity to make a final argument and to present findings of fact within a prescribed time.
4. All rulings as to the admissibility of evidence shall be made by hearing examiner.
  5. No public statements to news gathering agencies or otherwise as to cases pending before or concluded by the Board or hearing examiner shall be made by any member thereof or by any party to the hearing.
  6. The hearing is to determine whether the charges have been sustained by the evidence. The President must bear the burden of proving his charges by the greater weight of the evidence.
  7. The attorney for the Board shall serve as legal advisor to the or hearing examiner assigned to hear the charge. The attorney's role is that of a procedural and technical advisor. The attorney shall not vote nor participate in the actual deliberations of the hearing body. Upon request, the attorney may assist in preparation of the written findings, conclusions, and recommendations or determination. The Board may appoint an attorney to assist the President in the preparation and presentation of the charges against the faculty member.

The hearing examiner shall effect a thorough and prompt hearing. The Board shall provide the hearing examiner with the time and resources necessary to conduct a fair and impartial hearing. At the conclusion of the hearing, the hearing examiner shall make proposed findings of fact, conclusions of law, and recommendations as to the disposition to be made of the matter involved. The hearing examiner shall make his determination solely upon the evidence adduced at the hearing.

Within ten (10) work days after receipt of such information, the parties shall have the right to submit written objections thereto, which objections shall be delivered to the Board chair for consideration by the hearing examiner. The opposing party may file a reply to the written objection within the time prescribed by the Board chair. After consideration by the hearing examiner of any objections to the proposed findings of fact, conclusion of law, and recommendations, the hearing examiner shall determine the final findings, conclusions, and recommendations. The findings, conclusions, and recommendations, together with all evidence received, and the transcript of the proceedings shall be delivered to the chair of the Board as soon as possible after determination is made, and a copy of the findings, conclusions, and recommendations shall be delivered to each party.

The Board shall receive and review the findings, conclusions, and recommendations. The Board may affirm the findings of the hearing officer and shall accept the hearing officer's conclusions of fact as long as the conclusions are supported by competent substantial evidence. The Board

may make its own determination upon the findings and conclusions of the hearing examiner if its findings and conclusions are supported by competent substantial evidence. The chair of the Board shall see that a final determination is rendered at the earliest possible date, but in no event should action be deferred more than thirty (30) work days from the time of receipt of the information from the hearing examiner. The Board shall make final findings, conclusions, and a determination.

Action by the Board shall be final and becomes effective immediately unless otherwise decided by the Board. In the event dismissal charges are sustained by a majority vote of the full membership of the Board, the faculty member shall be discharged, pay shall cease, and the contract of employment shall be canceled and shall be effective with the date of the dismissal. In the event of suspension, pay shall be withheld as of the effective date of suspension. If the faculty member is exonerated, salary payments shall be retroactive to the date of the suspension.

The Board decision is Final Agency Action and if the recommended action of suspension or dismissal or return to annual contract is sustained by the Board, the faculty member may appeal to the Florida First District Court of Appeal pursuant to Chapter 120.68, Fla. Stat.

**TALLAHASSEE COMMUNITY COLLEGE  
DISTRICT BOARD OF TRUSTEES  
P O L I C Y**

<b>TITLE:</b> Evaluation	<b>NUMBER:</b> 07-07
<b>AUTHORITY:</b> Florida Statute: 1001.64, 1001.65 Florida Administrative Code: 6A-14.0261, 6A-14.026(3)	<b>SEE ALSO:</b>
<b>DATE ADOPTED:</b> 12/01/97; Revised 01/22/01, 11/22/10; <u>5/20/13</u>	

All employees in executive/administrative positions shall be evaluated on an annual basis. The President or designee is authorized to establish and maintain procedures for the evaluation in accordance with Florida Statutes and appropriate rules. The President shall be evaluated by the Board of Trustees pursuant to law and rule.

Deans and division directors will be evaluated by the appropriate Vice President. Evaluation of academic deans/directors or other immediate supervisors shall also include periodic (at least once every two years) input from faculty. utilizing the assessment process described below and incorporating input from the faculty through an assessment of skills format also discussed below.

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**TALLAHASSEE COMMUNITY COLLEGE  
DISTRICT BOARD OF TRUSTEES  
POLICY**

<b>TITLE:</b> Textbook Selection, Discontinuance, Appeal	<b>NUMBER:</b> 08-08
<b>AUTHORITY:</b> Florida Statute: 1001.64; 1001.65 Florida Administrative Code: 6A-14.0247	<b>SEE ALSO:</b>
<b>DATE ADOPTED:</b> 12/01/97; Revised 01/22/01; 05/17/10; <u>5/20/13</u>	

Tallahassee Community College recognizes the financial impact that the cost of textbooks has upon students. The college faculty and staff will make every effort to help control those costs by ordering only those materials needed for a particular class, by unbundling materials, and by offering students options for the acquisition and purchase of required texts and ancillary materials including open access texts, e-books and a rental program. The college will continue to implement options to keep textbooks affordable.

All college textbook selection/discontinuance policies will be in compliance with the Higher Education Opportunity Act.

**A. Selection/Discontinuance Policies**

The choice of textbooks is a divisional responsibility with the actual selection being a function of the faculty teaching a specific course.

Upon approval of an adopted text(s) for a course, it is understood that this adoption shall remain in effect for two full calendar years. Only in urgent cases may permission to discontinue a text be granted at an earlier date. Such permission must be granted by the appropriate dean/director.

After collaboration, the faculty member(s) concerned make a recommendation to the dean/director. Requests that have been approved will be transmitted to the bookstore by the dean/director.

1. Textbook discontinuance - no later than February 15th of the preceding year
2. New textbook selection - no later than February 15th of the preceding year
3. If courses are added after this date, textbooks for those courses should be adopted as soon as possible

4. If the college determines that information regarding book selection is not available or that posting this information is not practical, then the college must post “to be determined” for that course
5. If materials are ordered as a bundled package, instructors in the discipline area must confirm that all materials will be used
6. Faculty members may not require students to purchase materials other than those authorized in advance by the dean/director for the specific course
7. Textbook selections must be posted no later than 30 days prior to the start of registrationthe semester in which the textbook(s) will be used.



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