



**Broward
Community
College**

Policy Manual

Title: Faculty Appointment and Tenure	Number: 6Hx2-4.14
Legal Authority: Fla. Statutes 240.335 (1)(a) Fla. St. Bd. of Ed. Admin. Rules 6A-14.041; 6A-14.0411	Page: 1 of 5

All initial full-time Faculty appointments shall be in a form approved by the State Commissioner of Education, and shall specify in writing the appointment date, the expiration date, the salary, and one of the two tracks.

Non-Tenure Track Faculty Appointments

Full-time Faculty appointments may be made with service not counted toward tenure. Such non-tenure track appointments shall be limited to:

- A. replacement of Faculty on leave
- B. appointment pending initiation or completion of the search/screening process.

Non-tenure track appointments shall expire automatically at the completion of the appointment.

Tenure Track Appointments

All full-time tenure track Faculty members shall serve a probationary period of three consecutive years. The probationary period may be extended for one year. Written notice of the extension shall be given no later than the start of the third year of employment.

During the probationary period, the Faculty member shall be on annual contract, on a year-to-year basis. Such annual contract shall not create the expectancy of employment beyond the term of the contract nor shall non-renewal of the annual contract entitle the Faculty member to a hearing or the reasons for non-renewal.

An appointment to the Faculty may be terminated during the probationary period by written notice of the administration not to reappoint or by written notice of the Faculty member not to return. Written notice to terminate the Faculty member's contract during the probationary period shall be given by the College administration as follows:

- 1. no later than April 1 of the first academic year of employment,
- 2. no later than January 15 of the second academic year,

History: Revised November 15, 1988; re-numbered on April 16, 1997

Approved by the Board of Trustees	Date 04/16/97	President's Signature 	Date 04/16/97
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3. no later than the start of the third year of employment,
4. no later than the start of the fourth year of employment, if probation has been extended.

Tenure is granted by the Board of Trustees upon the recommendation of the President. A written contract shall grant tenure effective at the beginning of the following academic year. Faculty tenure shall continue until death, resignation, retirement because of age or disability, termination for just cause, or invocation of Article 2.5 of the Faculty contract. Tenure is restored upon recall as provided by Article 2.5.

If the Faculty member moves to a position that does not have Faculty status, the Faculty member may request administrative leave from the tenured position.

Termination of a Faculty Member's Contract

A full-time Faculty member's contract may be terminated or suspended for just cause by the District Board of Trustees upon recommendation of the President of the College provided that the procedures described herein are followed.

When charges arise that may lead to the termination of a Faculty member's contract, the appropriate administrative officer(s) should ordinarily meet with the Faculty member to discuss the issues. The Faculty member shall be given five working days advance notice of the meeting. The notice shall include the exact time and location of the conference, the topic(s), and the right of the Faculty member to have a representative at the meeting. If the matter is not resolved at this point, the appropriate administrative official(s) may make a recommendation for further action to the College President.

Commencement of Formal Proceedings. In order to initiate formal proceedings under this section, the College President, or his/her designee, shall deliver (by hand delivery or certified mail) a statement of the grounds for the proposed action to the Faculty member and to the Board of Trustees. Such statement of the charges shall also inform the Faculty member of his/her right to request a hearing before the Board of Trustees or before an independent Hearing Officer.

Suspension During Proceedings. When the above-described charges are made against a Faculty member, the Board may suspend the Faculty member pending a speedy, informal



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hearing before the Board, if such a hearing is requested by the Faculty member. The Board, at such an informal hearing, shall determine whether the employee shall be suspended and, in cases of suspension, shall determine whether the suspension shall be with or without pay. If the charges are not sustained upon final hearing, the Faculty member shall be immediately reinstated and withheld salary, if any, shall be paid.

Response to Charges. Within fifteen working days from the receipt of the statement of the charges, the Faculty member shall deliver (by hand delivery or certified mail) to the President of the College and to the Board of Trustees a reply to each charge. The Faculty member shall also indicate in his/her response whether he/she is requesting a hearing before the Board or before a Hearing Officer.

Consideration by the District Board of Trustees. If no hearing is requested, the Board shall consider the statement of charges, the response (if any), and the evidence adduced at the informal hearing (if any), and any additional evidence the Faculty member may wish to present, in determining whether to sustain the charges. The Board shall permit the parties to submit briefs prior to the final decision. The Board's final decision shall be in writing, and shall address all the charges brought against the Faculty member. Any decision adverse to the Faculty member shall be made by a majority of the full membership of the Board. A copy of the Board's final decision shall be delivered (by hand delivery or certified mail) to each party and to each party's representative.

The Hearing Officer

If the Faculty member requests a hearing before a Hearing Officer, the selection of the Hearing Officer shall be made by the following process:

1. The Hearing Officer may be a person mutually selected by the College and the Faculty member.
2. If the parties cannot agree on the selection of a Hearing Officer, it is agreed that the Federal Mediation and Conciliation Service shall be contacted to provide a panel of prospective Hearing Officers.
3. Either party may reject the first panel submitted by the Federal Mediation and Conciliation Service and request a second panel.
4. The Hearing Officer shall be selected from the panel by alternate striking.



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If the Faculty member requests a hearing before a Hearing Officer, the parties shall be given at least fifteen working days notice of the hearing date. The parties may be represented by counsel at the hearing, but such representation is not required. At the hearing, the parties shall have the opportunity to present witnesses and documentary evidence, and to cross-examine witnesses. The parties may make an opening statement. The Florida Rules of Evidence shall be used as a guide in determining the admissibility of evidence, but shall not be strictly applied in proceedings under this section. The evidentiary hearing shall be recorded by a court reporter or recording device as agreed by both parties. At the conclusion of the hearing, either party may waive the making of a closing statement and may instead file a post-hearing brief. The Hearing Officer shall determine the time period within which any brief shall be served. However, any party submitting a brief shall have at least ten working days within which to mail his/her brief.

The Hearing Officer's recommendation shall be in writing and shall address all the charges set forth in the statement of charges. A copy of the Hearing Officer's recommendation shall be delivered (by hand delivery or certified mail) to each party and to each party's representative.

The Board shall review the charges, the evidence, and the recommendation of the Hearing Officer. The Board shall hold a public meeting to have such a review and shall provide the Faculty member with the opportunity to be heard at that meeting prior to making a final decision.

The Board's final decision shall be by majority vote of the full membership of the Board, shall be in writing, and shall address all the charges brought against the Faculty member. A copy of the Board's final decision shall be delivered (by hand delivery or certified mail) to each party and to each party's representative.

Hearing Before the Board of Trustees

If the Faculty member requests a hearing before the Board, the parties shall be given at least fifteen working days notice of the hearing date. The parties may be represented by counsel at the hearing, but such representation is not required. At the hearing, the parties shall have an opportunity to present witnesses and documentary evidence, and to cross-examine witnesses. The parties may make an opening statement. The *Florida Rules of Evidence* shall be used as a guide in determining the admissibility of evidence, but shall not be strictly applied in



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proceedings under this section. The evidentiary hearing shall be recorded by a court reporter or recording device as determined by agreement of both parties. At the conclusion of the hearing, either party may waive the making of a closing statement and may instead file a post-hearing brief. The Board shall determine the time period within which any such brief shall be served. However, any party submitting a brief shall have at least ten working days within which to mail his/her brief.

The Board's final decision shall be by majority vote of the full membership of the Board, shall be in writing, and shall address all the charges brought against the Faculty member. A copy of the Board's final decision shall be delivered (by hand delivery or certified mail) to each party and to each party's representative.

The final decision by the Board of Trustees shall not be subject to the grievance and arbitration procedure (Article 2.4 of the Faculty Contract).