



# COLLEGE of CENTRAL FLORIDA

## POLICY MANUAL

<b>Title:</b> ADMINISTRATIVE AND INSTRUCTIONAL CONTRACTS	<b>Number:</b> 6.13	<b>Page:</b> 1 of 4
<b>See Procedures:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
<b>Legal Authority:</b> Florida Statutes 121.021, 121.091, 1012.83, 1012.885 FAC 6A-14.041, 6A-14.0411	<b>Board Adoption/Revision Approval Dates:</b> 9/3/80, 6/6/84, 6/10/87, 10/19/88, 7/14/93, 10/22/02, 6/16/09, 1/25/11, 6/21/11, 6/25/13	

Full-time administrative and instructional personnel, as defined by the Florida Board of Education Rules, shall sign a contract with the college as a condition of initial employment or continuing employment. Personnel contracts shall comply with the provisions of the Florida Board of Education Rules.

**ANNUAL CONTRACT:** Annual contracts shall be awarded to administrative personnel and to instructional personnel, including counselors and librarians, who have not met the requirements for continuing contract.

**Non-renewal:** At the recommendation of the President, the District Board of Trustees may determine to not renew the annual contract of an administrator, instructor, counselor, or librarian. The college shall provide the employee with written notification of non-renewal no later than two weeks before the annual contract’s expiration. Non-renewal of an annual contract shall not entitle the person to the reasons for non-renewal or to a hearing.

**Immediate Suspension or Dismissal:** An employee under annual contract may be suspended or dismissed by the Board upon the recommendation of the President at any time during the college year based on immorality, misconduct in office, incompetence, gross insubordination, willful neglect of duty, drunkenness, or conviction of any crime involving moral turpitude.

**CONTINUING CONTRACT:** Continuing contracts shall be awarded to instructional personnel, including counselors and librarians, in accordance with the Florida Board of Education Rules.

**Requirements:** Instructional personnel may receive continuing contract or tenure if the following requirements are met:

1. Employee meets the minimum requirements established for the position, including those of the Southern Association of Colleges and Schools Commission on Colleges.

College of Central Florida does not discriminate against any person on the basis of race, color, ethnicity, religion, sex, pregnancy, age, marital status, national origin, genetic information, sexual orientation, gender identity, veteran status or disability status in its programs, activities and employment. For inquiries regarding nondiscrimination policies contact Dr. Mary Ann Begley, Title IX Coordinator, Ocala Campus, Building 3, Room 116, 3001 S.W. College Road, 352-291-4410, or [compliance@cf.edu](mailto:compliance@cf.edu).

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2. Employee has completed three years of satisfactory service at the college during a period not in excess of five successive years, with service being continuous except for leave duly authorized by the Board; or, employee has completed two years of employment where the employee previously held a continuing contract in a county school system or a public community college within the state of Florida.
3. Employee has been re-appointed for a fourth year without reservation or specifications as provided by the Florida Board of Education Rules.
4. Employee has been recommended by the President for continuing contract based on successful performance of duties and demonstration of professional competence.

**FOR FACULTY HIRED JULY 1, 2013 AND BEYOND:** Continuing contracts shall be awarded to instructional personnel, including counselors and librarians, in accordance with the Florida Board of Education Rules.

**Requirements:** Instructional personnel may receive continuing contract or tenure if the following requirements are met:

1. Employee meets the minimum requirements established for the position, including those of the Southern Association of Colleges and Schools Commission on Colleges.
2. Employee has completed an approved electronic portfolio during his/her fifth year of continuous service. The employee must complete five years of satisfactory service during a period not in excess of seven years with service being continuous.
3. Employee has been recommended by the President for continuing contract based on successful performance of duties (defined as the roles and responsibilities of faculty) and demonstration of professional competence.
4. An employee under continuing contract may return to an annual contract upon recommendation by the President and approval by the board. The President shall notify the employee in writing of the recommendation, and upon approval by the District Board, shall afford the employee the right to a hearing if the recommendation does not benefit the employee. The hearing may be an internal hearing in accordance with the College policies and procedures or an administrative hearing in accordance with the guidelines of Chapter 120 (Florida Statutes). The employee may resubmit his/her portfolio after three years for reconsideration to return to continuing contract.

**TEMPORARY FULL-TIME FACULTY (INSTRUCTIONAL PERSONNEL):** The primary and other professional responsibilities of temporary full-time faculty are the same as specified for all other instructional faculty. A temporary full-time faculty member enjoys all benefits of regular full-time faculty, except as follows:

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1. In case of emergency, in order to meet student demands, a temporary full-time faculty member may be hired and the advertising, screening, and selection procedure will be waived. Emergency hires will be valid for one contractual year only.
2. While employed in a temporary full-time position, a temporary full-time faculty member is not eligible for continuing contract. However, provided the years of service are continuous, one year of service accrued at the college while serving as a temporary full-time faculty member may be counted toward years of service to be eligible for continuing contract at the faculty member's discretion, when these conditions are met:
  - a. Before a temporary full-time faculty member can be hired in a full-time regular faculty position, he/she must submit an application for a regular full-time faculty position. Such application must be considered with other applications for the position, and his/her selection can only be made if it adheres to the college's hiring procedures.
  - b. The faculty member is thereafter employed in a full-time regular faculty position by the college to perform the same duties and responsibilities within the same discipline as performed while in the temporary position.
3. Contracts for temporary full-time faculty members shall be for a duration no longer than 168 days, but successive contracts of the same or less duration may be approved by the President for a maximum of two years.
4. A temporary full-time faculty member will be paid not less than the entry level for the appropriate degree under the faculty salary schedule. Temporary full-time faculty are not eligible for annual salary increases unless approved as an exception by the President.
5. A temporary full-time faculty member is not eligible for a Program Manager or Department Chair position.
6. No notice of non-renewal is required for a temporary full-time faculty member.

**Loss/Dismissal/Termination**

**Offer of Annual Employment in Administrative Capacity:** An employee under continuing contract who accepts an offer of annual employment in a capacity other than that in which the continuing contract was awarded shall lose the continuing contract status unless the employee has been granted an administrative leave of absence pursuant to Board rules that recognize the interim assignment and provide for returning to the original contractual status at the end of the annual appointment.

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**Dismissal or Return to Annual Contract for the next College Year:** An employee under continuing contract may be dismissed or may be returned to annual contract status for another three years at the Board’s discretion when a written recommendation is submitted to the Board on or before April 1of any college year, giving good and sufficient reasons by the President and provided the President’s recommendation is approved by a majority of the Board.

**Consolidation or Reduction of Programs:** An employee under continuing contract may be dismissed due to consolidation or reduction of programs. Should the Board have to choose from among its personnel under continuing contract as to which should be retained, among the criteria to be considered shall be educational qualifications, efficiency, compatibility, character, and capacity to meet the educational needs of the community. Using the foregoing criteria, the Board may dismiss any employee no longer needed. The decision of the Board shall not be controlled by any previous contractual relationship and shall be final.

**Immediate Dismissal or Suspension:** An employee under continuing contract may be suspended or dismissed by the Board upon the recommendation of the President at any time during the college year based on immorality, misconduct in office, incompetence, gross insubordination, willful neglect of duty, drunkenness, or conviction of any crime involving moral turpitude.

In accordance with the Florida Statutes and Florida Board of Education Rules, the President or the President’s designee shall establish procedures for: (1) suspending an employee under an annual contract or continuing contract; (2) dismissing an employee under an annual contract prior to the employee’s contract expiration date; (3) dismissing an employee under a continuing contract; (4) returning an employee under a continuing contract to annual contract status; and (5) granting an employee under continuing contract, who has accepted an offer of annual employment in a different capacity than contracted for in the continuing contract, an administrative leave of absence from the continuing contract without losing continuing contract status.

**ADMINISTRATIVE EMPLOYEE – LIMITATION ON COMPENSATION:** Administrative employees’ annual remuneration is funded in accordance with Florida Statutes specifically in compliance with Florida Statute 1012.885 and revisions therein as they may occur through legislative action. Any funds in excess of the identified limit will come from sources other than state appropriations.