

**2006-2007**

**SUPPLEMENT**

**TO THE**

**2004-2007 COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**FLORIDA GULF COAST UNIVERSITY**

**BOARD OF TRUSTEES**  
**(UNIVERSITY)**

**AND**

**THE FLORIDA GULF COAST UNIVERSITY/UNITED**  
**FACULTY OF FLORIDA**  
**(UFF)**

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*(Replaces Article 9 on pages 21-25 of the 2004-2007 Collective Bargaining Agreement.)*

## **Article 9**

### **Assignment of Responsibilities**

9.1 Policy. The parties agree that the University will approach faculty assignments in the spirit of equity and fairness. The professional obligation is comprised of both scheduled and non-scheduled activities. The parties also recognize that it is a part of the professional responsibility of employees to carry out their duties in an appropriate manner and place. For example, while instructional activities, office hours, and other duties and responsibilities may be required to be performed at a specific time and place, other non-scheduled activities are more appropriately performed in a manner and place determined by the employee.

#### 9.2 Annual Assignments

A. Communication of Assignment. Employees shall be apprised in writing, at the beginning of their employment and at the beginning of each year of employment thereafter, of the duties assigned in teaching, thesis supervision, research and other creative activities, public service, and of any other specific duties assigned for that year.

Except for an assignment made at the beginning of an employee's employment, the person responsible for making an assignment shall notify the employee prior to making the final written assignment. The assignment shall be communicated to employees no later than six (6) weeks in advance of its starting date, if practicable.

B. Instructional Assignment. The period of an instructional assignment during an academic year shall not exceed an average of seventy-five (75) days per semester and the period for testing, advisement, and other scheduled assignments shall not exceed an average of ten (10) days per semester. Within each semester, activities referred to above shall be scheduled during contiguous weeks with the exception of spring break, if any.

C. Change in Assignment. Should it become necessary to make changes in an employee's assignment, the person responsible for making the change shall notify the employee prior to making such change and shall specify such change in writing.

(1) If an assignment is changed without six (6) weeks notice, the supervisor will provide the employee with a written explanation of the rationale for the assignment change with a copy to the Dean, no later than seven (7) days after the change has been made.

(2) Upon written request, the University will provide the UFF with a copy of the rationale for the assignment change referenced in 9.2-C.1.

D. Equitable Opportunity. Each employee shall be given assignments which provide equitable opportunities, in relation to other employees in the same department/unit, to meet the required criteria for promotion, continuing multi-year appointment extensions, successive fixed multi-year appointments, and merit salary increases.

(1) For the purpose of applying this principle to promotion, assignments shall be considered over the entire period since the original appointment or since the last promotion, not solely over the period of a single annual assignment. The period under consideration at the university shall not be less than four years. The employee's annual assignment shall be included in the promotion file.

(2) For the purpose of applying this principle to successive fixed multi-year appointments, assignments shall be considered over the entire appointment period and not solely over the period of a single annual assignment. The employee's annual assignment shall be included in the evaluation file.

(3) For the purpose of applying this principle to continuing multi-year appointment extensions, assignments shall be considered over the previous three (3) years or the entire period since the original appointment, whichever is less, and not solely over the period of a single annual assignment. The employee's annual assignment shall be included in the evaluation file.

(4) If an arbitrator determines that the employee was not provided an "equitable opportunity" as described in this section, the arbitrator may award additional employment requiring the University to provide the "equitable opportunity" as described herein. The arbitrator also may retain jurisdiction for purposes of determining whether the ensuing assignment provides such "equitable opportunity".

### 9.3 Considerations in Assignment.

A. Prior to establishing the assignment, the department chair/supervisor shall provide the faculty member with the opportunity to consult about the course schedule, and discuss the faculty member's teaching preferences.

B. The employee shall be granted, upon written request, a conference with the person responsible for making the assignment to express concerns regarding:

(1) the needs of the program or department/unit;

(2) the employee's qualifications and experiences, including professional growth and development and preferences;

(3) the opportunity to fulfill applicable criteria for promotion, continuing multi-year appointment extensions, successive fixed multi-year appointments, and merit salary increases.

(4) the character of the assignment, including but not limited to, those characteristics described below.

a. the number of hours of instruction,

b. the preparation required,

c. whether the employee has taught the course in the past,

d. the average number of students enrolled in the course in past semesters,

e. the time required by the course,

f. time of day at which the course is offered,

- g. whether travel to another location is required,
- h. the number of preparations required,
- i. the employee's assignments in other semesters,
- j. the terms and conditions of a contract or grant from which the employee is compensated,
- k. the use of instructional technology,
- l. the availability and adequacy of materials and equipment, secretarial services, student assistants, and other support services needed to perform the assignments,
- m. any changes which have been made in the assignment, including those which may have resulted from previous evaluations of the employee,
- n. the distribution of day, evening, and weekend courses across the department considering the needs of students, the program, and the teaching capability within the department.

C. If the conference with the person responsible for making the assignment does not resolve the employee's concerns, the employee may discuss those concerns with an administrator at the next higher level, and upon written request will be granted an opportunity to do so.

D. The University and the UFF recognize that, while the minimum full academic assignment is described in terms of twelve (12) contact hours of instruction or equivalent research and service, the professional obligation undertaken by a faculty member will ordinarily be broader than that minimum. In like manner, the professional obligation of other professional employees is not easily quantifiable. The University has the right, in making assignments, to determine the types of duties and responsibilities which comprise the professional obligation and to determine the mix or relative proportion of effort an employee may be required to expend on the various components of the obligation.

E. Furthermore, the University properly has the obligation constantly to monitor and review the size and number of classes and other activities, to consolidate inappropriately small offerings, and to reduce inappropriately large classes.

F. No employee assignment shall be imposed arbitrarily or unreasonably.

(1) Assignments are driven primarily by the program and curricular needs of students. The University has the right, in making assignments, to determine the types of duties and responsibilities which comprise the professional obligation and to determine the mix or relative proportion of effort an employee may be required to expend on the various components of the obligation.

(2) Assignments may be deemed arbitrary or unreasonable if one or more of the following applies:

- a. The assignment was made without providing the employee an opportunity to consult about the assignment (9.3.A).

- b. An assigned course is outside the employee's area of expertise as determined by the University's and/or SACS standards for faculty credentialing, and the faculty has not agreed to teach the course.
- c. There is a pattern of assignment that illustrates that the employee is not provided an equitable opportunity to meet the required evaluation criteria.

(3) If an employee believes that the assignment has been imposed arbitrarily or unreasonably, and conferences with the supervisor and the next higher administrator have not resolved the issue/concern, the employee may proceed to address the matter through the dispute resolution procedures in Appendix "F" of this Agreement, which shall be the exclusive method for resolving such disputes. Other claims of alleged violations of the Agreement with respect to employee assignments are subject to the provisions of Article 20, Grievance Procedure and Arbitration.

#### 9.4 Summer Assignment.

A. The summer instructional assignment, like that for the academic year, includes the normal activities related to such an assignment as defined by the department/unit and the nature of the course, such as course preparation, minor curriculum development, lectures, evaluation of student efforts, consultations and conferences with students, and minor committee activities not to exceed more than 12 hours of committee work for each course taught during summer session (Summer Task Force Final Report, March 2001).

#### 9.5 Place of Employment.

A. Principal. Each employee shall be assigned one principal place of employment, as stated on the University employment contract. An employee shall be given at least nine (9) months notice of a change in principal place of employment. The employee shall be granted, upon written request, a conference with the person responsible for making the change to express concerns regarding such change, including concerns regarding considerations in assignment as described in Article 9.3, above. Voluntary changes and available new positions within the department shall be considered prior to involuntary changes, if practicable.

B. Secondary. Each employee, where possible, shall be given at least ninety (90) days written notice of assignment to a secondary place of employment more than fifteen (15) miles from the employee's principal place of employment. The employee shall be granted, upon written request, a conference with the person responsible for making the change to express concerns regarding such change.

If the assignment to a secondary place of employment is made within a regular full-time appointment, the supervisor is encouraged to make an appropriate adjustment in the assignment in recognition of additional time spent traveling to a secondary place of employment. Necessary travel expenses incurred, including overnight lodging and meals, for all assignments not at the employee's principal place of employment shall be paid at the State rate and in accordance with the applicable provisions of State law.

## 9.6 Teaching Schedule.

A. Teaching schedules should be established, if practicable, so that the time between the beginning of the first assignment and the end of the last for any one day does not exceed eight (8) hours, unless the employee agrees in writing.

B. Teaching schedules should be established, if practicable, so that the number of hours between the end of the last assignment on a given day and the beginning of an assignment on the next day is not less than twelve (12) hours, unless the employee agrees in writing.

9.7 Equipment. When equipment is required for classes, it is desirable that there be sufficient equipment to accommodate the students assigned thereto. The University is committed to seek funding to provide for the replacement of obsolete equipment, recognizing the necessity for maintaining an adequate inventory of technologically current equipment.

## 9.8 Workweek

A. Scheduled hours for all employees shall not normally exceed forty (40) hours per week. Time shall be allowed within the normal working day for research, teaching, or other activities required of the employee, when a part of the assigned duties.

B. Supervisors are encouraged to make appropriate reductions or adjustments in the number of hours scheduled in recognition of evening, night, and weekend assignments, and for periods when an employee is on call. Evenings, nights, and weekends when an employee is on call shall be considered in making other assignments. See Article 17.5, regarding schedule adjustment for holiday assignment.

## 9.9 Instructional Technology.

A. "Instructional technology material" includes video and audio recordings, motion pictures, film strips, photographic and other similar visual materials, live video and audio transmissions, computer programs, computer assisted instructional course work, programmed instructional materials, three dimensional materials and exhibits, and combinations of the above materials, which are prepared or produced in whole or in part by an employee, and which are used to assist or enhance instruction.

B. The parties recognize the increasing development and use of technology, such as videotapes, interactive television, and computer software, to support teaching and learning and to enhance the fundamental relationship between employee and student. This technology may be used in the context of distance learning. Furthermore, the parties also recognize that this technology should be used to the maximum mutual benefit of the University and the employee.

C. When making assignments, the University shall review the considerations stated in (1) through (4), below, which may be raised by employee development and use of instructional technology/distance learning.

(1) Recognition that employee effort spent in the assigned development of instructional technology/distance learning materials and in providing instruction

assigned in this manner is appreciably greater than that associated with a traditional course;

(2) Training and development resources available to employees who have been assigned to provide instruction through the use of instructional technology/distance learning;

(3) Provisions for clerical, technical, and library support in conjunction with the assigned use of instructional technology/distance learning; and

(4) Compensation, including recognition in an employee's assignment or provisions for extra University compensation, for appreciably greater workload associated with the assigned development and use of instructional technology/distance learning.

(5) It is recognized that these considerations may already apply to other employee instructional activities and, therefore, may be addressed by existing University policies and procedures. If the university concludes that new or revised policies are needed, they shall develop such policies and consult with UFF pursuant to Article 1.2 (B), prior to their implementation.

*(Replaces Article 14 on pages 38-39 of the 2004-2007 Collective Bargaining Agreement.)*

## **Article 14**

### **Promotion Procedure**

#### 14.1 Policy.

A. Promotion decisions are not based solely upon an employee's annual performance evaluations. Rather, the University, through its faculty, professional employees, and administrators, assesses the employee's potential for growth and scholarly contribution as well as past meritorious performance.

B. Faculty members may apply for promotion after completing four (4) full years in rank. Any credit for time in rank will be stated in the appointment letter.

C. After completing one year of employment, employees eligible for consideration for promotion shall receive an appraisal regarding their progress toward promotion. The appraisal shall be included as a separate component of the annual evaluation and is intended to provide assistance and counseling to candidates to help them to qualify themselves for promotion. The employee may request, in writing, a meeting with an administrator at the next higher level to discuss concerns regarding the promotion appraisal which were not resolved in previous discussions with the evaluator.

#### 14.2 Criteria.

A. Promotion decisions shall be a result of meritorious performance and shall be based upon criteria and procedures developed in writing by the faculty in the colleges/units. The established criteria shall be available to all faculty in the University via the University's website, share drive, or in hard copy.

B. To provide guidance to faculty members regarding the expectations of achieving promotion, each department/unit shall adopt criteria that indicate:

(1) The performance factors that are to be used in making the promotion decision.

(2) The breadth and depth of accomplishments in teaching, research/scholarship/creative activity, and professional service or other performance factors that would normally qualify a candidate for promotion.

C. For promotion, employees are expected to meet the promotion standards for the areas identified in the established college/unit criteria.

D. The promotion decision shall also take into account the following:

(1) The university's mission and the mission of the college/unit to which the employee belongs.

(2) Annual assignments and annual performance evaluations.

(3) The contributions the employee has made based upon his/her record of performance relative to promotion criteria.

E. The employees of each college and department/unit who are eligible to vote in department/unit governance shall participate in the development and/or modification of promotion criteria and shall recommend implementation by vote of a majority of those employees.

(1) The proposed criteria, or revisions thereof, shall be reviewed by the President or representative to ensure that they are consistent with the mission and goals of the university and that they comply with this Agreement. If the President or representative determines that the recommended criteria are not consistent with the mission and goals of the university, or with this Agreement, the proposal shall be referred to the college and department/unit for revision with a written statement of the reasons for non-approval.

(2) The university reserves the right to develop written promotion criteria if employees in the colleges/units are unable or unwilling to develop written criteria.

(3) Changes in criteria shall not become effective until one (1) year following adoption of the changes, unless mutually agreed to in writing by the UFF President and the University President. The date of adoption for changes approved by the President or representative shall normally be the last day of the of the spring semester for that academic year or the summer immediately thereafter. Any proposal to develop or modify promotion criteria shall be available for discussion and vote by members of the affected departments/units before adoption. For example, changes in the criteria that took place during a given academic year (Year 1) will be designated as adopted at the end of that academic year (Spring of Year 1) if the criteria are approved by the President or representative. The adopted criteria will go into effect in the Fall of Year 3 with the result that faculty going up for promotion in the Spring of Year 3 will be under the criteria adopted in the Spring of Year 1.

(4) College/unit promotion criteria documents shall list the name of the college on the cover page and shall have a footnote showing the following:

- a. The date of the in the college/unit faculty voted to accept the revised document;
- b. The date the document was approved by the President or representative;
- c. The date the document will first go into effect (i.e. the starting date from which faculty will be eligible to go up for promotion under the new criteria).

(5) Each college/unit is encouraged to review its existing promotion criteria to ensure that such criteria are consistent with the mission of the University and the college/unit.

### 14.3 Procedures.

A. Candidates for promotion shall prepare a promotion file/portfolio (file) that shall include at minimum a copy of applicable promotion criteria, an up to date curriculum vitae, the employee's annual assignments, rating received on annual evaluations, materials to support the employee's performance relative to the criteria established for promotion, and, if the employee chooses, the employee's promotion appraisal(s) as referenced in 14.3.B. The reviewers at any stage above the peers and external reviewers in the review may request to see the annual evaluations and promotion appraisal(s).

(1) Prior to consideration for promotion, the employee shall prepare a file that accurately reflects his or her accomplishments since appointment or the last promotion including, but not limited to items as described in 14.3.A above. The employee is responsible to review the file and see that it is complete.

(2) The provisions of Articles 11.2 through 11.8 of this Agreement shall apply to the contents of the promotion file.

(3) The employee shall have the right to review the file at each stage of review (i.e., department, college, campus) and attach a brief response to any materials contained therein, including the evaluation section(s), prior to the next stage of review.

(4) If any material is added to the file after the commencement of consideration, other than the completion of the evaluation sections (including the recording of votes of the file by the reviewing bodies/individuals), a copy shall be sent to the employee within five (5) days (by personal delivery or by mail, return receipt requested). The employee may attach a brief response within five (5) days of his/her receipt of the added material. The file shall not be forwarded until either the employee submits a response or until the second five (5) day period expires, whichever occurs first.

(5) Prior to submittal of the file to the Office of the Provost, or appropriate official, for review, peers, supervisor(s) and dean/director shall each include independent evaluations that indicate their level of support for promotion based on the established promotion criteria.

B. An employee who is in a classification that allows for promotion consideration may request, in writing, a written appraisal based on the criteria about progress towards promotion from the peer review committee, and the department chair/immediate supervisor. The appraisal is intended to provide assistance and counseling to candidates to help them qualify themselves for promotion. The appraisals are not binding upon the University, but they may be included by the employee in the promotion file. The employee may request, in writing, a meeting with an administrator at the next higher level to discuss concerns regarding the promotion appraisal.

C. For employees who have applied for promotion, the supervisor, peer review committee and Deans/Administrator shall give a written rationale to every candidate for their level of support for the promotion application based on the established promotion criteria.

14.4 Notice of Promotion: If an employee is to be recommended to the University Board of Trustees for promotion, the employee shall be notified in writing by the appropriate administrative official, within five (5) days or as soon as possible thereafter, of the decision to make that recommendation.

14.5 Notice of Denial. If any employee is denied promotion, the employee shall be notified in writing by the appropriate administrative official, within ten (10) days or as soon as possible thereafter, of that decision. Upon written request by an employee within twenty (20) days of the employee's receipt of such decision, the University shall provide the employee with a written statement of the reasons why the promotion was denied based upon the established promotion criteria.

*(Replaces Article 23 on pages 82-84 of the 2004-2007 Collective Bargaining Agreement.)*

## **Article 23**

### **Salaries**

23.1 Policy. The parties to this Agreement recognize the importance of providing appropriate compensation as an essential component in the delivery of quality higher education, scholarship, and service to the institution, community, and profession. To that end, the parties are committed to working toward the common goals of Florida Gulf Coast University and for 2006-07 the University has provided approximately 4.5% of the continuing in-unit employee base salary to fund general salary increases. Additionally the University will also fund promotions thereby resulting in an overall raise pool of approximately 5% for 2006-2007. This is a policy statement and is not subject to Article 20, Grievance Procedure.

#### 23.2 Promotions

a) All employees receiving promotion to Associate Professor or Associate Librarian will receive a 9% increase to their previous year's base salary.

b) All employees receiving promotion to Professor or Librarian will receive a 12% increase to their previous year's base salary.

c) Promotion increases will be effective as of August 7, 2006.

d) Promotion increases shall be granted to employees pursuant to the promotion process identified in Article 14.

23.3 Faculty Salary Increase. The University shall provide 2006-07 salary increases from a total raise pool of approximately 4.5 percent of the in-unit faculty September 30, 2006 base salaries for faculty employed before May 1, 2006, plus approximately \$73,535 not distributed in 2005-2006. The salary increase will be distributed in accordance with Article 23.3. Section A through C below.

A. Eligibility. An in-unit employee shall be eligible for the legislatively mandated or any other 2006-2007 salary increase if the employee was employed at any time during the 2005-2006 academic year (before May 1, 2006), and anticipated continued employment during the full 2006-2007 academic year as indicated by being employed on August 7, 2006. Such employees shall also have achieved at least a Satisfactory (Overall Meets Expectation) on the 2005-2006 annual evaluation.

B. Competitive Pay Adjustment. Effective October 1, 2006, each eligible in-unit employee (23.3.A) shall receive the legislatively mandated competitive pay adjustment of 3% across-the-board salary increase to the employee's September 30, 2006 base pay. This amount shall be drawn from the 4.5% overall raise pool defined in 23.3 above.

C. Market Adjustment Process and Study. The parties agree that the market adjustment process and study provided for in Article 23.1.G of the 2004-2007 Collective Bargaining

Agreement has been completed and used to provide comparisons for 2006-2007 salary negotiations. Any future market study shall be separately agreed to by the parties.

D. Market Adjustment for 2006-2007. A market adjustment pool of 1.5% will be established equal to the difference between the 4.5% raise pool (23.3) and the 3% across-the-board competitive pay adjustment defined in 23.3.B above, plus approximately \$73,535 of merit funds not distributed for 2005-2006, and shall be available for distribution to in-unit employees. The defined market adjustment pool will be distributed based upon the results of the Market Adjustment Study. Using the “FGCU-UFF 2006 Market Study Dataset” agreed to by the parties the adjustment shall be made as follows:

- 1.) Use faculty base salaries and rank as of September 30, 2006 to define the Base Salary.
- 2.) Age the October 1, 2005 College and University Personnel Association for Human Resources (CUPA-HR) Salary Survey data for 12 months by multiplying the assigned average salary for each rank and CIP code by 1.036 to obtain a Market Average for October 1, 2006.
- 3.) Apply the 3% competitive pay adjustment to the September 30, 2006 base salary for all eligible employees to obtain an October 1, 2006 Adjusted Base Salary for comparison purposes.
- 4.) The target market salary for each eligible employee shall be defined as ninety-three point five (93.5) percent of the assigned Market Average (23.3.D.2 above).
- 5.) The October 1, 2006 Adjusted Base Salary (23.3.D.3) for each eligible employee shall be compared to the Target Market Salary (23.3.D.4).
  - a. If the results of the comparison (23.3D.5) indicate that an employee’s October 1, 2006 Adjusted Base Salary is below the Target Market Salary, the employee shall be provided either an increase to bring the Adjusted Base Salary to the Target Market Salary or 1.0% of the Adjusted Base Salary, whichever is greater.
  - b. If the results of the comparison (23.3D.5) indicate that an employee’s October 1, 2006 Adjusted Base Salary is equal to or above the Target Market Salary, the employee shall be provided a one-percent (1.0%) increase to the Adjusted Base Salary.
- 6.) Any market adjustment funds remaining after the above distributions of market adjustment increases (23.3D.5) will be distributed to those employees receiving the Target Market Salary adjustment (23.3.D.5a).

23.4 Administrative Adjustments to Base Salary. Nothing in Article 23 will limit the ability of the University to provide salary increases beyond the above-listed increases. These administrative adjustments are available to be provided for salary counter-offers, increased duties and assignment, and other similar, special situations. For any given year, any such adjustments will be limited to 1% of the total salary rate for in-unit employees who are in an employment relationship with the University for the year. The UFF will be provided notice of any such administrative adjustments. The parties recognize and agree that 1% of total in-unit employee salary for a unit represents administrative spending authority and not a defined pool of funds held in reserve. Any Administrative Adjustments provided under any court-ordered or court-

approved salary increase or any salary increase to settle a legitimate employment dispute shall not be subject to the terms and limitations of this section.

23.5 Contract and Grant Funded Increases. Employees on contracts or grants shall receive salary increases equivalent to similar employees on state funding, provided that such salary increases are permitted by the terms of the contract or grant or the rules of the funding agency.

23.6 Administrative Stipends. A temporary salary increase which is provided to an in-unit-faculty for performing a specific, titled administrative function shall be permitted under this agreement as an Administrative Stipend and shall not result in the change of the faculty in-unit status. The University shall provide the employee a written notification of the stipend which states the rank and discipline of the employee, the amount of the stipend, and the reason for the stipend.

23.7 Notification. All employees shall receive notice of their salary increases at least two weeks prior to the effective date of implementation, if practicable.

**IN WITNESS THEREOF**, the parties have set their signatures this \_\_\_\_\_ day of September, 2006.

FOR FLORIDA GULF COAST UNIVERSITY  
UNIVERSITY BOARD OF TRUSTEES

FOR THE UNITED FACULTY  
OF FLORIDA – FLORIDA GULF  
COAST UNIVERSITY CHAPTER

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Madeline Holzem  
David Vazquez

Mary Kay Hartung

*(Replaces Appendix E on page 109 of the 2004-2007 Collective Bargaining Agreement.)*

**Florida Gulf Coast University**  
**Appendix E**  
**2006 – 2007 Salary Increase Notification**

Date:

Name:

College/Department:

In accordance with the provisions of the 2006-2007 FGCU-UFF Agreement, salary increases shall be based upon base salary (total salary less stipends if any). Your salary increase, effective October 1, 2006 is:

**Current (2005-2006) Base Salary:** \_\_\_\_\_

Promotion from \_\_\_\_\_ to \_\_\_\_\_:  
(Full Professor – 12%; Associate Professor – 9%) \_\_\_\_\_

**Competitive Pay Adjustment** (3% of Base Salary): \_\_\_\_\_

**Market Adjustment:**

Amount for Adjusted Base to be 93.5% of  
Target Market Salary \_\_\_\_\_  
- Or -  
1% of Adjusted Base Salary  
(whichever is greater) \_\_\_\_\_

Other: (Specify) \_\_\_\_\_

**New Base Salary** (as of October 1, 2006): \_\_\_\_\_

Stipend if any (as of October 1, 2006) \_\_\_\_\_

**New Total Salary** (New Base Salary + Stipend if any): \_\_\_\_\_

The recommendation for your salary increase was prepared by:

\_\_\_\_\_  
You may request a meeting to discuss this increase.

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**This index is not an official part of the 2006-2006 Supplement to the 2004-2007 Collective Bargaining Agreement between FGCU and the United Faculty of Florida. It is been provided by the parties solely for convenience in navigating and searching the document. The parties to this agreement bear no responsibility for any omission from this index.**

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