

*Collective Bargaining Agreement 2023 - 2025*

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**COLLECTIVE BARGAINING  
AGREEMENT**

**between**

**THE BOARD OF TRUSTEES OF  
BROWARD COLLEGE**

**and**

**THE UNITED FACULTY OF FLORIDA  
BROWARD COLLEGE CHAPTER**

**2023-2025**

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**Collective Bargaining Agreement 2023 - 2025**

**TABLE OF CONTENTS**

<b>ARTICLE 1 RECOGNITION</b>	<b>1</b>
<b>1.00 Recognition</b>	<b>1</b>
<b>ARTICLE 2 FACULTY RIGHTS</b>	<b>2</b>
<b>2.00 Faculty Rights</b>	<b>2</b>
2.10 Non-Discrimination	2
2.20 Appointment and Continuing Contract	2
2.21 Temporary Appointments	3
2.22 Continuing Contract Appointment	3
2.23 Termination of a Faculty Member’s Contract	7
2.231 Commencement of Formal Proceedings	8
2.232 Suspension During Proceedings	8
2.233 Response to Charges	8
2.234 Consideration by District Board of Trustees	8
2.235 The Hearing Officer	9
2.236 Hearing before the Board of Trustees	9
2.237 Arbitration of Decision of Board of Trustees	10
2.30 Grievance Procedure	10
2.40 Reduction in Force: Layoff and Recall	12
2.50 Personnel Files	14
2.60 Proprietary Rights	14
2.70 Professional Titles	16
2.80 Faculty Role in College Decision Making	19
2.81 College wide Governance	19
2.82 Campus Governance	20
2.83 Department Governance	21
2.84 Curriculum Development Process	25
2.90 Academic Freedom	25
2.95 Academic Responsibility	26
2.100 Examinations and Tests	26
2.200 Faculty Survey of Administrator Engagement	26
<b>ARTICLE 3 UNION RIGHTS</b>	<b>26</b>
<b>3.00 Union Rights</b>	<b>28</b>
3.10 Freedom of Expression	28
3.20 Redefined Time for UFF-Broward College Chapter	28
3.30 Access to Facilities	29
3.31 Access to Bulletin Boards	29
3.32 Access to College Mail Services	30
3.33 Access to Duplicating	30
3.34 Access to Broward College’s Website	30
3.50 Access to Information	30



**Collective Bargaining Agreement 2023 - 2025**

3.51 Bargaining Unit Information	30
3.52 Board Packets	30
3.53 Policy Manuals	30
3.60 Policy Changes	30
3.70 Changes to Faculty Handbook	31
<b>ARTICLE 4 MANAGEMENT RIGHTS</b>	<b>31</b>
<b>4.00 Management Rights</b>	<b>32</b>
4.10 Board Rights	32
4.20 Strikes	33
<b>ARTICLE 5 FACULTY COMPENSATION</b>	<b>34</b>
<b>5.00 Faculty Compensation</b>	<b>34</b>
5.10 Salary Compensation	33
5.20 Special Terminal Degrees	36
5.21 Credential Change Awards	36
5.30 Extra-Pay Teaching Assignments	38
5.31 Lecture Courses	38
5.32 Clock Hour Pay	39
5.33 Course Load Limit	39
5.34 Extra-Pay Teaching Assignment Substitutes	39
5.35 Conflict of Assignments	39
5.40 Other Compensation	40
5.41 Substitute Pay	40
5.42 Overloads	40
5.43 SPD Reassignments	40
5.44 Supplements	41
5.45 Guided Independent Study Pay, Internships and Experiential Learning	43
5.46 Faculty Training Programs	43
5.50 Other Provisions	44
5.51 Pay Dates	44
5.52 Credit Banking	44
5.53 Variable Contract Length	44
5.54 Faculty Observers (in the Education Programs)	45
5.55 Program Managers/Department Coordinators	45
<b>ARTICLE 6 BENEFITS</b>	<b>46</b>
<b>6.00 Benefits</b>	<b>46</b>
6.10 Insurance	46
6.11 Group Life Insurance	46
6.12 Health Insurance	46
6.13 Dental	46
6.14 Disability	47
6.15 Insurance Informational Sessions	47



**Collective Bargaining Agreement 2023 - 2025**

6.16 Cafeteria Plan	47
6.17 Qualified Retirement Plan	47
6.20 Personal and Sick Leave	48
6.21 Personal and Sick Leave Accrual	48
6.22 Sick Leave Pool	48
6.23 Terminal Leave Pay	49
6.24 Long Term Disability Leave of Absence	50
6.30 Sabbatical Leave	50
6.31 Sabbatical Purpose	50
6.32 Eligibility	50
6.33 Types and Number of Regular Sabbatical/Leave	50
6.34 Repayment Provisions	51
6.35 Sabbatical Leave Criteria	51
6.36 Sabbatical Application Procedures	52
6.37 Limits and Responsibilities while on Sabbatical	52
6.38 Sabbatical Reports	53
6.39 Sabbatical Leave Committee	53
6.40 Professional Conferences	53
6.50 Other Benefits	53
6.51 Tuition Reimbursement	53
6.52 Tuition Assistance for Faculty, Spouses, Domestic Partners and Dependent Children	55
6.53 Direct Deposit	55
6.54 Tax-Sheltered Annuities at Retirement	55
6.55 Qualified Retirement Plan	55
6.56 Faculty Parking Stipend	55
<b>ARTICLE 7 FACULTY WORK CONDITIONS</b>	<b>56</b>
<b>7.00 Faculty Work Conditions</b>	<b>56</b>
7.10 Yearly Work Load	56
7.20 Professional Obligations	59
7.30 Working Conditions and Environment	65
7.40 Professional Development	65
7.41 Aligning the Professional Development and Faculty Evaluation Cycles	67
7.50 Faculty Evaluation	68
7.60 Faculty Attendance at Graduation	71
7.70 e-Learning	72
7.80 Assessment of General Education Outcomes	76
7.81 The goal of assessment	76
7.82 What is assessment?	76
7.83 Who will develop the processes for assessment	76
7.84 Assessment shall be used for:	76
7.85 Assessment shall not be used:	77
7.86 The administration's role in assessment:	77
7.87 Approach to assessment	77
7.90 Class Size	77



**Collective Bargaining Agreement 2023 - 2025**

<b>ARTICLE 8 GENERAL PROVISIONS</b>	78
<b>8.00 General Provisions</b>	78
8.10 Severability	78
8.20 Consultations	78
<b>ARTICLE 9 TERM OF AGREEMENT</b>	79
<b>9.00 Term of Agreement</b>	79
9.10 Duration of Agreement	79
9.20 Distribution of Collective Bargaining Agreement	79

**APPENDICES**

<b>A-1: Notice of Grievance Submission Form</b>	80
<b>A-2: Grievance Form</b>	81
<b>B: Pay Calculation Worksheet for Excess Credit and Contact Hours</b>	82
<b>C: Annual Addendum Contracts Longer than 163 Days</b>	84
<b>D: Application and Completion Form for Faculty Professional Development</b>	85
<b>E-1a: Commissioned E-Learning Course Development Agreement for Online Courses</b>	88
<b>E-1b: Commissioned E-Learning Course Redesign Agreement for Online Courses</b>	91
<b>E-2a: Commissioned E-Learning Course Development Agreement for Blended Courses</b>	93
<b>E-2b: Commissioned E-Learning Redesign Agreement for Blended Courses</b>	95
<b>E-3a: Non-Commissioned E-Learning Course Development Agreement for Online Courses</b>	97
<b>E-3b: Non-Commissioned E-Learning Course Development Agreement for Blended Courses</b>	99
<b>E-4: Course Instruction Agreement (CIA) For E-Learning Courses</b>	101
<b>E-5: BC Quality Standards for Flexible Learning Course Design Checklist</b>	102
<b>F-1: Learning Community Preapproval Application</b>	103
<b>F-2: Learning Community Integrative Experience Form</b>	106
<b>G: Faculty Evaluation Forms</b>	109 to 141
<b>H: Summary of Health Insurance Benefits</b>	142
<b>J: Long term Disability Insurance Overview</b>	143
<b>K: Faculty Sabbatical Leave Application</b>	144
<b>L: BC Faculty Sabbatical Promissory Note</b>	146
<b>M: Broward College Alternative Semester Promissory Note</b>	148



**Collective Bargaining Agreement 2023-2025**

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**ARTICLE 1**

**1.00 Recognition**

The District Board of Trustees of Broward College, hereinafter referred to as the Board, recognizes the United Faculty of Florida, Broward College Chapter, hereinafter referred to as UFF-BC or the Union, as the exclusive collective bargaining representative for those Faculty members certified by the Public Employees Relations Commission in Case No. RC-81-009 and Certification No. 539 dated May 22, 1981, who are employed by Broward College with respect to wages, supplements, hours, and other terms and conditions of employment.



**Collective Bargaining Agreement 2023-2025**

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**ARTICLE 2**

**2.00 Faculty Rights**

**2.10 Non-Discrimination**

Broward College as an institution of higher learning is dedicated to the inculcation of the highest ideals of citizenship in a free society. The College seeks to set a proper example by complying fully with all relevant laws enacted at every level of government. Consistent with the American ideal of equality of citizens and the dignity and worth of each person, the College hereby states that equal employment opportunity and advancement are guaranteed consonant with appropriate laws without regard to race, religion, color, national origin, sex, creed, age, disability, sexual orientation, and/or marital status. All members of the Faculty are expected to assist in making this policy a practical reality.

The Board and the Union agree that all provisions of this Agreement shall be applied to all employees covered by this Agreement and that the Board and the Union affirm their joint opposition to any discriminative practices in connection with employment, promotion, and/or training, remembering that the public interest requires the full utilization of employee skills and ability without regard to race, color, creed, national origin, sex, religion, age, disability, sexual orientation, and/or marital status. The aforementioned opposition to any discriminative practices applies to sexual harassment as defined by College Policy 6Hx2-3.31.

All employees of Broward College covered by this Agreement shall have the right to join or to refrain from joining the Union, to engage in lawful concerted activities for the purposes of collective bargaining or other mutual aid and protection, to express or communicate to management any view, grievance, complaint, or opinion, related to the condition of compensation of public employees or their betterment as provided for in this Agreement, all free from restraint, coercion, discrimination, or reprisal.

**2.20 Appointment and Continuing Contract**

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 whether the appointment is continuing contract eligible or not eligible for continuing contract. All initial full-time Faculty appointments shall be annual contracts. Upon award of continuing contract, a Faculty member shall be granted a continuing contract. A "continuing contract" is a contract between a Florida college and a member of the college's faculty which entitles the faculty member to continue in his or her respective full-time faculty position at the college without the necessity for annual nomination. For purposes of this Collective Bargaining Agreement continuing contract is a form of tenure.



## **Collective Bargaining Agreement 2023-2025**

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### **2.21 Temporary Appointments**

Full-time Faculty appointments may be made with service not counted toward continuing contract. Such temporary appointments shall be limited to:

- A. Replacement of Faculty on leave;
- B. Appointment pending initiation or completion of the search/screening process.

Temporary appointments shall expire automatically at the completion of the appointment and shall not exceed two consecutive academic years.

### **2.22 Continuing Contract Appointments**

A. Continuing contract shall be granted subject to the following:

1. Beginning with the 2013-2014 academic year, all full-time continuing contract eligible Faculty members shall serve a probationary period of five (5) full years at Broward College during a period not in excess of seven (7) total years. In all cases, such service shall be consecutive except for leave duly authorized and granted.
2. The probationary period may be extended beyond five (5) years but not in excess of seven (7) years total upon the recommendation of the College President and approval by the Board of Trustees. Written notice of the extension shall be given no later than February 1<sup>st</sup> of the fifth year of appointment. An improvement plan, mutually developed by the administration and the Faculty member, reflecting the terms and conditions of the Collective Bargaining Agreement shall accompany the written notice of extension. The contract of a faculty member who is not awarded continuing contract by the completion of seven (7) years will not be renewed.
3. Faculty hired for the 2012-2013 academic year or earlier shall have served for three (3) full years during a period not in excess of five (5) years.
4. The following criteria shall be satisfied by a faculty member being considered for continuing contract:
  - a. Quantifiable Measures:
    1. Within each three year period, starting from the initial date of employment in a continuing contract eligible position, Faculty members shall complete 36 clock hours or 3 semester hours graduate and/or undergraduate study in their discipline, and/or relevant instructional skill fields, or equivalent educational experience, or a combination of the preceding” (CBA Article 7.40 Professional Development).
    2. Each Faculty member is expected to engage in activities for the College, including, but not limited to: teaching, student consultation, preparation, committee work (e.g., College Standing Committees, College Academic Area Meetings, Campus Department Meetings, Faculty Senate, activities related to the implementation of the Collective Bargaining Agreement or in service to the College, and community





## **Collective Bargaining Agreement 2023-2025**

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service) [i.e., the amount of committee work, service, etc. is quantifiable/countable] (CBA Article 7.20 Professional Obligations).

3. The Faculty member has met his/her in-load requirement or equivalent.
4. The Faculty member completes his/her obligations within established time lines
5. The Faculty member is prompt and regular in attendance at classes, office hours, department meetings, and college-wide meetings unless there are overriding reasons to forgo these.
6. Success: Lead indicators of student success which shall include the following:
  - a. Regular and frequent response to students' academic needs both in and out of the classroom;
  - b. Use of student engagement strategies in class;
  - c. Prompt feedback which includes but is not limited to return of exams and papers within one week, frequent graded assignments to assist students in monitoring progress, concrete and constructive feedback provided and class discussion of results of assignments and exams;
  - d. Provide adequate time on task which includes but is not limited to having set due dates for assignments, make up requirements, time management skill discussions, weekly reading schedules and realistic expectations with relevant assignments;
  - e. Using the course outline as a minimum standard, setting high expectations which includes but is not limited to clarification of course expectations, explanations of consequences for not completing work, expectations of student participation, and referrals to support services such as Academic Success Centers, Seahawk Support and tutoring;
  - f. Employ diverse teaching methods to accommodate various student learning styles and various levels of academic preparation;
7. Professional development shall be an integral component of continuing contract consideration for a Faculty member. Pursuant to CBA Article 7.40 (Professional Development) "...a Faculty member shall submit and complete a professional development plan."
8. Faculty shall maintain currency in and scope of their discipline area knowledge by pursuing coursework and/or equivalent educational activities (e.g., professional conference attendance) (CBA Article 7.40 Professional Development).
9. Feedback from Faculty and students, student opinion surveys, data received from a Faculty member's self-evaluation, and classroom visitation by the immediate supervisor which is required at least annually of Faculty (CBA Article 7.50 Faculty Evaluation).
10. Apply employer feedback for all A.S., A.A.S., B.S. and certificate programs, to enhance instruction and to effectuate curriculum change.



## **Collective Bargaining Agreement 2023-2025**

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11. Service to the department, college, and community pursuant to CBA Article 7.20 (Professional Obligations) that includes active participation in college-wide shared-governance (CBA Article 2.81), campus shared-governance (CBA Article 2.82), department shared-governance (CBA Article 2.83), and curriculum development (CBA Article 2.84).
  12. Regular participation in executing Article 7.80 (Assessment) as a measure of student learning outcomes.
- B. Continuing contract is granted by the Board upon the recommendation of the College President to Faculty who have successfully performed their duties and demonstrated professional competence pursuant to the criteria in 2.22.A.4.a.1-12 above.
- C. All candidates for continuing contract will be reviewed by a continuing contract review committee ("CCRC") of Faculty.
1. The CCRC members will be selected by the UFF-BC President, the Faculty Senate President, and the College Provost or their designees from each.
  2. The CCRC shall consist of ten (10) continuing contract Faculty,.
    - a. From the ten (10) Faculty members of the CCRC, the Faculty chair of the CCRC shall be elected by the members of the Committee.
    - b. An effort should be made to include members from the same or similar academic disciplines as the candidates for continuing contract as well as representatives from each Pathway, a Faculty Librarian, and a Faculty counselor, as applicable.
  3. The CCRC shall review the candidacy of each applicant for continuing contract pursuant to CBA Article 2.22.A.4.a.1-12.
    - a. Each candidate shall submit separate copies of the required criteria to the chair of the CCRC and to the candidate's Associate Dean/immediate supervisor.
    - b. The candidate shall submit a copy of the candidate's Self-Assessment for each of the first four years of continuing contract eligibility.
    - c. Candidacy (to include all required criteria pursuant to this article) shall be submitted by October 16 during the fifth year (or the sixth or seventh year, if applicable) of the probationary period.
    - d. Each member of the CCRC shall register, by anonymous ballot, a vote on each candidate.
  4. By December 01 of the fifth year (or the sixth or seventh year, if applicable) of the probationary period, based upon the majority vote concerning each candidate, the CCRC will provide a recommendation for granting continuing contract, denying continuing contract, or an extension of the probationary period (pursuant to Article 2.22.2) concerning each candidate. The recommendations shall be sent to each candidate's Associate Dean/immediate supervisor, Pathway Academic Dean, Vice



## **Collective Bargaining Agreement 2023-2025**

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Provost of Academic Affairs, and the College Provost. The Provost will include the CCRC recommendation in the Provost's recommendation to the College President.

- a. The Associate Dean will submit the Associate Dean's recommendation pursuant to the administration's directive.
- b. The votes of each CCRC member and the CCRC's recommendations shall remain confidential and shall not be publicly posted.
- c. Since the CCRC merely makes a recommendation, the final decision concerning continuing contract is the purview of the College President and the College's Board of Trustees (see CBA Article 4.10.C "Management Rights").

A written contract shall grant continuing contract effective only at the beginning of the following academic year.

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, since the College owes no further contractual obligation to the Faculty member at the expiration of an annual contract and the Board has no legal obligation to renew the contract of a Faculty member on annual contract. Non-renewal of the annual contract shall not 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 February 1<sup>st</sup> of the academic year.

Non-renewal 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.

Each faculty member issued a continuing contract shall be entitled to continue in his or her respective full-time faculty position at the college without the necessity for annual nomination upon completion of a satisfactory evaluation except as provided by other sections of the Collective Bargaining Agreement.

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

### D. Requirement for Submission of Supporting Documentation

1. All faculty members applying for a continuing contract must submit supporting documentation as part of their application. This requirement ensures a comprehensive review of each faculty member's contributions and achievements, facilitating a fair and informed evaluation process.
2. Format of Supporting Documentation: Faculty members are required to provide their supporting documentation in one of the following two formats:



## **Collective Bargaining Agreement 2023-2025**

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- PDF Binder: A consolidated PDF document encapsulates all relevant information and evidence supporting the faculty member's application. The binder should be organized, clearly labeled, and easily navigable, containing sections that correspond to the various criteria outlined in the CBA.
  - E-Portfolio via Website: An electronic portfolio hosted on a website that provides a structured and detailed presentation of the faculty member's accomplishments. The e-portfolio should be accessible, user-friendly, and designed to effectively showcase the faculty member's work, with sections dedicated to each evaluation criterion.
3. Content of Supporting Documentation: Regardless of the chosen format, the supporting documentation must include a comprehensive array of evidence demonstrating the faculty member's qualifications and achievements relative to the evaluation criteria. This may encompass but is not limited to, publications, presentations, teaching materials, student feedback, records of professional development activities, and evidence of service contributions.
  4. Submission Process: Faculty members must submit their supporting documentation electronically to the CCRC and to the Faculty member's Associate Dean/immediate supervisor, adhering to the submission guidelines and deadlines stipulated by the CCRC. The chosen format (PDF binder or e-portfolio) should be indicated at the time of submission, and any necessary access instructions or links should be provided to ensure the review committee can access and review the materials effectively.
  5. Role in Evaluation: The supporting documentation is critical in the evaluation process, offering a tangible and detailed representation of the faculty member's professional profile. It is a foundational element of the review, enabling the committee to conduct a thorough and nuanced assessment of the faculty member's accomplishments and contributions to the institution.

### **2.23 Termination of a Faculty Member's Contract**

A full-time Faculty member's contract may be terminated or suspended for just cause by the Board 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 Administrators should ordinarily meet with the Faculty member to discuss the issues. The Faculty member shall be given five calendar days advance notice, excluding official Broward College holidays, of the meeting. The notice shall include the exact time and location of the



## **Collective Bargaining Agreement 2023-2025**

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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.

Official Broward College holidays are those set forth on the Administrative Calendar that is set by the Board of Trustees.

### **2.231 Commencement of Formal Proceedings**

In order to initiate formal proceeding 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. Such statement of the charges shall also inform the Faculty member of his/her right to request a hearing before the Board or before an independent Hearing Officer.

### **2.232 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 hearing before the Board, if the Faculty member requests such a hearing. 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.

### **2.233 Response to Charges**

Within fifteen calendar days, excluding official Broward College holidays, from the receipt of the statement of charges, the Faculty member shall deliver (by hand delivery or certified mail) to the President of the College and the Board a reply to each charge. The Faculty member shall also indicate whether he/she is requesting a hearing before the Board or before a Hearing Officer.

### **2.234 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 an affirmative vote of a quorum of the full membership of the Board. A quorum shall be defined as a majority of the Board members. 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.



## **Collective Bargaining Agreement 2023-2025**

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### **2.235 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.

If the Faculty member requests a hearing before a Hearing Officer, the parties shall be given at least fifteen calendar days, excluding official Broward College holidays, 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 calendar days, excluding Broward College holidays, 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 recommendations 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 an affirmative vote of a quorum of the full membership of the Board. A quorum shall be defined as a majority of the Board members. The final decision shall be in writing, and shall address all of 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.

### **2.236 Hearing before the Board of Trustees**

If the Faculty member requests a hearing before the Board, the parties shall be given at least fifteen calendar days, excluding official Broward College holidays, 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,



## **Collective Bargaining Agreement 2023-2025**

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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 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 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 calendar days, excluding official Broward College holidays, within which to mail his/her brief.

The Board's final decision shall be by an affirmative vote of a quorum of the full membership of the Board. A quorum shall be defined as a majority of the Board members. The final decision shall be in writing, and shall address all of 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.

### **2.237 Arbitration of Decision of Board of Trustees**

The final decision by the Board shall be subject to the grievance and arbitration procedures (Article 2.30 of the Collective Bargaining Agreement).

## **2.30 Grievance Procedure**

The Board and the Union agree that prompt and just settlement of grievances is of mutual concern and interest. Therefore, the parties shall attempt to settle all grievances promptly and fairly at the point of origin.

### **Section 1**

Any claim by a Faculty, group of Faculty, or the Union at the request of a group of Faculty, that there has been a violation, misinterpretation, or misapplication of any division of this Agreement, may be processed as a grievance as provided hereinafter. Nothing in this article shall require the Union to process a grievance if the Union determines that the grievance lacks merit. Nothing in this article shall be construed to prevent Faculty from presenting, at any time, their own grievance in person or by legal counsel to the College and having such grievance adjusted without the participation of the Union.

However, an adjustment must be consistent with the terms of this Agreement, and the Union must be given a reasonable opportunity to be present at any meeting called for the resolution of any grievance. Duty days shall be defined as duty days on the Faculty Instructional Calendar.

### **Section 2**

In the event that a Faculty believes that there is a basis for a grievance, the Faculty shall first discuss promptly the alleged grievance with the immediate supervisor either personally or, if the Faculty prefers, accompanied by a Union representative, within 25 of the Faculty's duty days from the date on which the Faculty could reasonably have known of the occurrence of the event giving rise to the alleged grievance. It is agreed that when the grievant is satisfied with the College's response, processing of the grievance will automatically terminate.





## **Collective Bargaining Agreement 2023-2025**

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Class grievances and/or UFF-Broward College Chapter Executive Council grievances that might or might not involve multiple immediate supervisors may be submitted at Step 2 bypassing Step 1. Such grievances shall be submitted to the Vice Provost of Academic Affairs within 25 Faculty duty days from the date on which a grievant class and/or the UFF-BC Chapter Executive Council could have reasonably known of the circumstances giving rise to the alleged grievance.

### **Step 1**

If, after the informal discussion with the immediate supervisor, an alleged grievance still exists, the following formal grievance procedure may, at the option of the grievant, be invoked through the Union. Within 5 duty days of the informal discussion, the Faculty shall submit the form set forth in Appendix A, signed by the grievant and a representative of the Union, which form shall be available from the College's Office of General Counsel and from the Union.

Within 5 duty days of receipt of the grievance, the immediate supervisor and the appropriate Dean shall meet with the grievant and the Union representative in an attempt to resolve the grievance. The Dean will indicate the disposition of the grievance in writing within 5 duty days after such meeting, and shall furnish a copy thereof to the Union.

### **Step 2**

If the grievant is not satisfied with the disposition of the grievance, or if no disposition has been made within the specified time limit, the grievance shall be submitted to the Vice Provost of Academic Affairs within 5 duty days of the disposition of the grievance at Step 1. Within 5 duty days the Vice Provost of Academic Affairs or designee shall meet with the grievant and the Union representative and shall indicate the disposition of the grievance in writing within 5 duty days of the meeting.

### **Step 3**

If the grievant is not satisfied with the disposition of the grievance, or if no disposition has been made within the specified time limit, the grievance shall be submitted to the President or designee, within 5 duty days of the disposition of the grievance at Step 2. Within 5 duty days, the President or designee shall meet with the grievant and the Union representative and shall indicate the disposition of the grievance in writing within 5 duty days of the meeting.

### **Section 3**

If the grievant is not satisfied with the disposition of the grievance by the President or designee, or if no disposition has been made within the specified time limit, the grievance may be submitted by the Union (with the consent of the grievant) to arbitration before an impartial arbitrator within 50 duty days of the disposition at Step 3 or expiration of the time limit. An extension of the time limit will be granted upon mutual agreement. In the event that the Union does not elect to initiate arbitration on behalf of the grievant, the grievant may then initiate arbitration on his or her own behalf. The arbitrator shall be selected from the Federal Mediation and Conciliation Service in accordance with its rules, which shall also govern the arbitration proceedings. The parties agree the award of the arbitrator shall be final and binding.





## **Collective Bargaining Agreement 2023-2025**

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The College and the Union shall share equally the expense of the arbitrator so long as the Union decides to initiate arbitration on behalf of the grievant. In the event that the Union does not elect to initiate arbitration, the grievant and the College shall share equally the expense of the arbitrator. In either instance, each party shall be responsible for any additional expenses it chooses to incur, including attorney's fees and costs. Adjustments of any grievance shall be consistent with the provisions of this Agreement. The arbitrator shall be prohibited from modifying, changing, adding to, or subtracting from the terms of this Agreement or any supplementary written, approved amendment entered into mutually by the parties. Any case appealed to the arbitrator upon which the arbitrator has no power to rule shall be referred back to the parties without decision.

### **Section 4**

1. The time limits in this article may be modified by written agreement of the parties. The time limits in this article shall be strictly observed by all parties and the number of days written at each level will be considered a maximum - every effort will be made by the parties to expedite the process.
2. The Union shall have the right to initiate class grievances at Step 2.
3. Nothing in this article shall require the Union to process grievances for Faculty who are not members of the Union.
4. The parties agree that a settlement of any grievance by the parties prior to the rendering of a decision by an arbitrator shall not constitute an admission that the Collective Bargaining Agreement has been violated, nor shall such settlement constitute a precedent for the interpretation or application of the provisions of the Agreement.
5. No reprisal of any kind will be made by the Board against any grievant, any witness, any Union representative or any other participant in the grievance procedure by reason of such participation.
6. During all stages of the grievance procedure, the parties have the right of discovery to all information that have a bearing on the grievance.
7. The supervisor and grievant may mutually waive the hearing at any step – in which case the responsible official shall process the grievance as provided for at that step.

### **2.40 Reduction in Force: Layoff and Recall**

In the event the Board determines that the number of bargaining unit employees must be reduced for any reason, such reduction in bargaining unit members shall be based on objective, reasonable, and non-discriminatory standards which shall not be arbitrary nor capricious nor deprive employees of other rights conferred by this Agreement or the laws of Florida and the United States. If a reduction in the number of bargaining unit members is determined to be necessary, the following procedure shall be controlling:



## **Collective Bargaining Agreement 2023-2025**

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### A. Reduction:

1. Faculty affected by a reduction in force will be determined by the academic needs of the discipline. The determination of which Faculty will be affected will be based on an analysis of the qualifications of the Faculty to teach the remaining courses, the accreditation standards of the appropriate agencies and annual contract status. All the above being equal, length of service shall be the determining factor. Seniority is defined as full-time employment at Broward College as a Faculty or an administrator on an equal basis.

2. Faculty affected by layoff will be notified, if practicable, by April 30 for a reduction to become effective in the forthcoming Fall Semester; by October 1 for a reduction to become effective in the forthcoming Spring Semester; and by February 1 for a reduction to become effective in the forthcoming Summer Sessions. In the event this notice is not practicable, the affected Faculty will be given at least 60 calendar days' notice prior to the semester or Summer Session in which the reduction occurs.

3. Upon notification of a reduction in force, affected Faculty have the following benefit options effective July 01, 2019:

a. RIF Benefit Option: The Faculty will receive a financial amount that is the equivalent to the employer portion of 3 months of College employee insurance coverage (i.e., health and dental only) and 10% of the Faculty's base salary. Affected Faculty shall have the right to participate in College insurance programs for an additional eighteen (18) months at no cost to the College. The selection of the RIF Benefit Option shall be made within twenty-five (25) months from the date of layoff.

b. Article 6.23 Benefit Option: Pursuant to Article 6.23, Faculty have the option to resign or retire. Such a choice may be more beneficial to the Faculty in the form of terminal leave payout and shall be made within twenty-five (25) months from the date of layoff. Faculty who select this option are not subject to recall.

c. If no choice is made within twenty-five (25) months from date of layoff, then the terminal leave payout shall be effectuated by the College.

### B. Recall:

1. Faculty members affected by a reduction in force will be placed on a recall employment list for two years following the reduction in force, with the last member laid off being the first to be recalled.

2. All benefits to which a Faculty member was entitled at the time of layoff shall be restored in full upon reemployment within the recall period.

3. The College shall notify the recalled employee by certified mail to the last known address of the employee. The burden is on the employee to notify the Human Resources Department of any change in address. In the absence of written notice from the employee, within 15 days of receipt of the recall, of an intent to return to work at the beginning of the



## **Collective Bargaining Agreement 2023-2025**

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next semester, the College shall recall the next name on the recall list. Failure of the Faculty member to respond or to return as agreed shall constitute voluntary termination.

### **2.50 Personnel Files**

There shall be one official personnel file for each Faculty member. The official file shall be maintained in the College's Human Resources Department.

No anonymous letter or anonymous materials shall be placed in the personnel file. Any material placed in a faculty member's file will be consistent with the mission of the college and will not violate College policy, including College policies on equity and non-discrimination.

Materials relating to work performance, discipline, suspension or dismissal should be acknowledged by the Faculty member, reduced to writing, signed and dated by an appropriate College supervisor. No such materials (with the exclusion of annual evaluations) shall be placed in the personnel file unless they have been reduced to writing within 90 calendar days of Human Resources conclusion of the College's investigation into the facts reflected in the materials. If the Faculty member refuses to acknowledge such materials, the appropriate College Administrator must state that fact on the materials. The Faculty member's signature on a copy of the materials to be filed shall be proof that such materials were given to the Faculty member, with the understanding that such signature merely signifies receipt, and does not necessarily indicate agreement with the contents. No material older than 10 years will be valid for use in any discipline, suspension, or dismissal action.

Upon request, Faculty members shall be permitted to examine the contents of their personnel file. Faculty members have the right to answer any material in their personnel file and the answers shall be attached to the file copy. The Human Resources Department shall provide, upon written request by the Faculty member, one set or portion thereof, of the Faculty member's personnel file per year at no cost to the Faculty member.

### **2.60 Proprietary Rights**

*COPYRIGHTS, PATENTS & ROYALTIES* - The College supports and encourages its faculty to develop and publish scholarly and creative works and educational materials and products/intellectual property which may be subject to copyright or patent and which may generate royalty income. Such activities increase professional knowledge, provide creative models for students, and bring recognition to the College. These developments may involve the use of College time and resources. The policy listed below therefore defines the rights and obligations of all parties concerned.

*PERSONS COVERED UNDER THE POLICY* – The policy is intended to cover relevant activities of all full-time instructional and non-instructional Faculty.

*MATERIALS SUBJECT TO COPYRIGHT AND PATENT* – In general, the materials subject to copyright and patent will be divided for discussion purposes into the following major categories:



## **Collective Bargaining Agreement 2023-2025**

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∞ Books, study guides, television scripts, articles, lectures, artistic works, logos, graphic designs, musical arrangements and compositions, dramatic compositions, tests and other relevant materials which are usually covered by copyright laws.

∞ Technological materials such as computer programs, computer-controlled multimedia including videodiscs, CD ROMS, etc., and television related materials, such as educational materials and video programs developed and released through cable television, open broadcast television, videocassette and the like, all of which are normally covered by copyright laws.

∞ Scientific products and discoveries, which are usually subject to patent as opposed to copyright laws.

All materials covered by this policy should be interpreted under one of the above categories.

***DETERMINATION OF RIGHTS*** – To determine the disposition of rights to copyrightable materials and patents developed by instructional and non-instructional Faculty, such rights will be interpreted within the framework of the categories listed below:

***Individual Effort*** – Right to copyrightable materials or patents that are generated as a result of individual initiative and not as a specific College assignment shall reside solely with the author or inventor. This includes materials generated while on sabbatical or with the incidental use of College facilities and/or resources.

***College Assisted Individual Effort*** – When the College provides support of an individual effort resulting in copyrightable materials or patents by contributing faculty time, facilities and/or other College resources, the College is entitled to certain rights and privileges as listed below.

∞ The College shall be granted a royalty-free license to make full use of all products and processes so developed pursuant to this section.

∞ The College will recover all costs, supported by detailed records on time and materials.

∞ Generally, copyrights and patents will be held in the name of the College Faculty member concerned. However, agreement between the individual and the College may create other rights and responsibilities, including joint ownership.

***College Initiated and Supported Efforts*** – Ownership of copyrightable material or a patent relating to materials or processes identified above, developed as a result of specific assignment by the College or arising out of the duties for which the individual was specifically employed by the College, shall reside with the College. Under special circumstances, the College may share royalty income with the author or inventor upon recommendation by the College and approval by the Board.



## **Collective Bargaining Agreement 2023-2025**

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*Sponsor Supported Efforts* – College Faculty who produce copyrightable material or a patent under sponsor-supported projects shall be governed by the specific terms and conditions of the sponsorship contract. College personnel are responsible for determining, in advance, the terms of sponsorship and executing a Copyright/Patent Royalty Agreement with the sponsor.

*Royalty Income* – Royalty income from copyrighted materials and patents shall be distributed as listed below.

*Individual Effort* – Income derived from materials and patents produced from the individual initiative of College Faculty, as defined above, shall accrue solely to the author or inventor. *College Assisted Individual Effort* – Income derived from individual efforts which are complemented by College time, facilities and/or resources, as defined above, shall accrue solely to the author or inventor. However, repayment to the College must be made by the individual(s) concerned, as outlined above, which also outlines the other rights of the College in these cases.

The above holds in all cases except those in which the individual(s) request, and the College agrees to permit the College's name to be used in connection with the product or process and also agrees to market or assist in acquiring a marketing source for the product or process. In these cases, royalties will be shared with the College receiving 25 percent and the individual(s) receiving 75 percent, unless a written agreement is executed and approved by all parties prior to the granting of the copyright or patent.

*College Initiated and Supported Efforts* – When copyrighted material or a patent is generated by a specific College assignment or as a result of labors for which the individual was employed, for any matters covered under the above information, the College shall be the sole recipient of all income derived there from. In specific instances, where an exceptional individual-initiative product results, and only after College recommendation and Board approval, portions of income derived there from may be shared between the College and the author or inventor. Such efforts shall be determined in a case-by-case basis.

*Sponsor Supported Efforts* – Income derived from sponsor-supported efforts shall be disbursed in accordance with the specific terms of governing contractual or grant documents. Income derived from copyrighted materials or patents shall be disbursed in accordance with stated College policies when the contract or grant document is silent as to disbursement of royalties or times of value.

### **2.70 Professional Titles**

#### **A. Basis for Qualification for Titles:**

Promotion is based on many factors, including excellence in teaching, in scholarship and creative works, and in service to the BC community. Professional activities in related fields as well as academic degrees and years of satisfactory service are also criteria to be considered in determining promotions.



## **Collective Bargaining Agreement 2023-2025**

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1. Excellence in teaching is defined to include but not limited to:
  - a. continued improvements in andragogy, pedagogy, and methodology
  - b. adherence to academic rules and regulations
  - c. command of subject
  - d. currency in the field
2. Excellence in scholarship is defined to include but not limited to:
  - a. publication of research articles in scholarly and professional journals
  - b. professional licensure
  - c. publications of textbooks
  - d. publications of reviews
3. Excellence in creative works is defined to include but not limited to:
  - a. exhibits
  - b. performances
  - c. publications
4. Service to BC is defined to include but not limited to:
  - a. active participation in department and college-wide development, implementation, and evaluation of course offerings and curricula for the purpose of maintaining their quality, relevance, and viability
  - b. active participation on campus and college-wide committees
  - c. development of new instructional techniques and/or delivery systems
5. Service to students is defined to include but not limited to:
  - a. availability to students for consultation
  - b. participation in student activities
  - c. sponsorship of student clubs and organization
  - d. a demonstrated commitment to the welfare of students
6. Service to the community and professional activities is defined to include but not limited to:
  - a. membership and participation in community and professional organizations
  - b. service as an officer in a local, state, or national organization
  - c. service within the local business and industry community to enhance BC's service
  - d. participation with local schools for the purpose of academic articulation and the enhancement of enrollment efforts.

### **B. Criteria for Special Cases**

Individuals with distinguished records in their areas of expertise who may not qualify under the preceding minimum criteria but whose competency is well-known and recognized may be placed by the Board in any of the preceding levels upon recommendation by the President to the Board with supporting documentation.

Faculty must initially fulfill minimum educational qualifications and experiences set forth in 2.70 Section B and exhibit satisfactory performance as indicated by annual evaluation. Upon attainment of these minimum qualifications, Faculty who receive satisfactory evaluations in four of the five criteria in 2.70 Section A will be recommended for promotion.



**Collective Bargaining Agreement 2023-2025**

Upon employment, Faculty will be placed at the appropriate level. Faculty must complete 5 years at one level before becoming eligible for promotion to a higher level. Faculty on annual contracts are not eligible for promotion until they are awarded continuing contract. There is no monetary increase upon attaining promotion.

**C. Professional Titles** shall apply to librarians (e.g. Assistant Professor-Librarian) and to counselors (e.g. Assistant Professor-Counselor) as well as to instructional Faculty as outlined in the criteria chart below.

**D. Criteria Chart:** In addition to the accomplishments detailed in 2.70 Sections A and B, Faculty shall meet the minimum criteria for both education and experience for each level of the system as delineated in the criteria chart:

<b>Title</b>	<b>Education*</b>	<b>Experience**</b>
Instructor	Bachelor’s degree or equivalent	0-5 years of full-time college teaching experience.
Assistant Professor	Master’s degree with 18 graduate semester hours in discipline or equivalent	0-5 years of full-time experience in a faculty position as an instructional faculty, counselor, or librarian.
Associate Professor	Master’s degree with 18 graduate semester hours in discipline plus eligibility for the 12-hour credential change award; or a terminal degree; or equivalent	Upon ratification of the 2018 – 2019 CBA, this title shall be automatically awarded for those who have continuing contract.
Professor	Master’s degree with 18 graduate semester hours in discipline plus eligibility for the 36-hour credential change award; or a terminal degree plus eligibility for the 12-hour credential change award; or equivalent	Faculty with continuing contract are eligible upon completion of at least 10 years of full-time experience in a faculty position as an instructional faculty, counselor, or librarian at BC.
Senior Professor	Doctoral degree with at least 30 graduate semester hours in discipline; or Master’s degree with 18 graduate semester hours in discipline plus eligibility for the 48-hour credential change award; or terminal Master’s degree plus eligibility for the 24-hour credential change award; or equivalent	Faculty with continuing contract are eligible upon completion of at least 15 years of full-time experience, 10 of which must be at BC, in a faculty position as an instructional faculty, counselor, or librarian.

\*Technical Faculty who do not have graduate programs available will be evaluated on an individual basis in the placement or promotion to the appropriate level. Professional licensure and appropriate professional registries are among the criteria to be considered.

\*\*In technical areas, occupational experience may be counted in lieu of teaching experience.

**E. Application Process**

Except for the title of Associate Professor, promotion applications must be initiated by Faculty and must contain a statement explaining, in detail, the accomplishments attained in relation to both 2.70 Sections A and B. Applications must be submitted to the immediate





## **Collective Bargaining Agreement 2023-2025**

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supervisor who will make a recommendation to the Pathway Dean. The Pathway Dean will make a recommendation to the Vice Provost of Academic Affairs who, in turn, will make a recommendation to the President. The President, consistent with the legal authority vested in that position, will make the final recommendation for promotion to the Board. The Board retains the ultimate responsibility for approving promotion.

### **2.80 Faculty Role in College Decision Making**

The College and the UFF-BC acknowledge each other's legal prerogatives and that the Faculty and administration shall carry out their duties in a professional, ethical and collegial manner that enhances the purpose of the institution and provides for active Faculty participation at the College, Campus and Department levels and is in accordance with applicable Federal and State laws and regulations and official College policies in effect at the time of this Agreement. Shared governance requires a cooperative effort by faculty and administration.

### **2.81 Collegewide Governance**

#### **A. Communication:**

Information about College meetings, including agendas and minutes when available, shall be widely disseminated and/or posted on the College's web-site in a timely fashion. Such meetings shall include those of the Board of Trustees, College and Campus standing and ad hoc committees, and other duly constituted bodies involved in Faculty and College affairs. Routine Administrative Staff meetings are not covered by this article. The Administration shall undertake to keep Faculty informed of items discussed and decisions taken in areas relevant to the Faculty.

#### **B. Faculty Access to Board of Trustees:**

##### **1. Faculty right to address items on Board agenda**

The President of the UFF-BC Chapter, the representatives of any duly constituted Faculty body, or any Faculty member may request to address the Board on any item of the Board Agenda. The request shall be made to the President of the College within one day of delivery of the Board packet to the UFF-BC Chapter President.

##### **2. Availability of Board agenda, minutes, and packets**

The agenda for forthcoming Board meetings and minutes of the previous ones shall be posted to the College's web-site at least seven (7) days prior to a Board of Trustees' meeting and be of sufficient detail that Faculty members can reasonably determine if they have a substantial interest in any item. Minutes of previous meetings and related literature shall also be posted as soon as available.



## **Collective Bargaining Agreement 2023-2025**

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### **C. Meetings of College and UFF-BC Presidents:**

As a continuation of amicable and responsible cooperation at the College, the President of the College or his/her designee and the President of the UFF-BC shall meet as regularly as needed throughout the academic year.

Upon the request of either, the President of the College and the President of the UFF-BC shall meet to consult and coordinate common objectives prior to the State legislative session, and at the close of the annual legislative session they shall review the specific allocations that relate to any area of instructional spending and the pertinent wording related to those allocations, and to any legislative decisions that may affect this agreement and Faculty work conditions.

### **D. Faculty Representation at Administrative Meetings:**

The UFF-BC President and the Faculty Senate President or their designees shall be notified and permitted to attend special purpose or ad hoc Administration meetings at College level. The roles of Faculty at these meetings shall normally be limited to observing, clarifying, advising, and providing a Faculty perspective. The Faculty roles after the meeting shall include communicating accurate information and responsible impressions to the Faculty at large and relaying Faculty responses back to the respective Administrative group.

### **E. College-wide Faculty Meetings:**

Unless there is an overriding reason (e.g., classes, conference attendance, committee meetings, and the like), all Faculty shall participate in college-wide faculty meetings once per major semester of each academic year and college-wide discipline meetings as deemed necessary by the Associate Deans or the majority of Faculty in a discipline to discuss training, curriculum and other issues that affect student success, student retention, and other academic issues at the College.

## **2.82 Campus Governance**

### **A. Campus Committees:**

As appropriate each Campus should establish mechanisms, including but not limited to committees, FAST teams, focus groups, etc., to address matters of concern on the campus. The appropriate campus Administrator shall meet with the relevant mechanism to review recommendations and discuss acceptance or rejection of those recommendations.

### **B. Campus wide Faculty Meetings:**

Unless there is an overriding reason (e.g., classes, conference attendance, committee meetings, and the like), Faculty shall participate in Campus-wide meetings. At least once each major semester, there shall be a Campus wide Faculty meeting at each Campus with the Campus President, Dean of Academic Affairs, and other Administrators. The purpose of this meeting shall be to share information and concerns. On the agenda should be items



## **Collective Bargaining Agreement 2023-2025**

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such as the setting and meeting of goals, discussion of decisions and issues that are of current interest to the College, Campus, and/or Faculty.

C. Major Campus Decisions:

Wherever possible, major Campus decisions shall be the result of dialogues between the relevant Administrators, departments, and affected Faculty.

### **2.83 Department Governance**

I. In this article:

“**Course offerings**” denotes the courses offered or to be offered by the College.

“**Course schedules**” the day and time a course is taught.

“**Course**” denotes specified course title and subject matter as defined in the course outline.

“**Course section**” denotes a class with a reference number on the course schedule.

“**Faculty assignments**” denotes the course sections that constitute load and any extra-pay as designated by the Associate Dean/immediate supervisor and any reassigned time pursuant to the terms of this Collective Bargaining Agreement.

“**Faculty course preferences**” denotes the list of courses to include the preferred days, modalities and time availability, submitted by each Faculty upon the request of the Associate Dean/immediate Supervisor, for load and any extra-pay.

“**Home department**” denotes the location(s) at which faculty are hired to teach, the courses for which faculty are hired to teach, and the Associate Dean/immediate supervisor by whom faculty will be evaluated.

“**Reassigned Time**” denotes equivalent time that substitutes for credits, adjusted credits or, in the case of a Librarian/Counselor, hours/days as part of a Faculty member’s load (see Article 3.20).

“**Required Load**” denotes the mandated credits, adjusted credits, and/or reassigned time assigned to each instructional Faculty.

II. The Faculty (instructors, counselors, and librarians) of each department at the College shall meet in person at a meeting with their Associate Dean/immediate supervisor at least once each major semester (i.e., Fall and Spring) to discuss and review the following:

A. The priorities for allocation of funds within the departmental budget.

B. Course offerings and course schedules.

C. Course cancellations, unassigned classes, and other similar events may result in modification to the schedule(s).

D. Departmental supplies and administrative support.

E. Requests for additional Faculty positions.

F. Major department decisions that impact Faculty and their interaction with students. These decisions may be the result of dialogue between the Associate Dean/immediate supervisor and affected Faculty.

G. Class size for all classes excluding Gordon Rule writing courses.



## **Collective Bargaining Agreement 2023-2025**

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### III. Departmental Schedules

- A. At all times, the needs of the student population shall be the paramount consideration in determining course offerings and course schedules. It is clearly understood that the determination of the individual Faculty course schedules, which include, but are not limited to, courses, sections, sessions, days, times, modalities, and location(s) of load and extra-pay assignments are within the authority and responsibility of the Associate Dean/immediate supervisor as a management right, and therefore are not subject to the grievance procedure contained within this Collective Bargaining Agreement.
- B. Prior to determining the course schedule, the Associate Dean/immediate supervisor shall request each Faculty members' preference. An Associate Dean/immediate supervisor shall request, at least annually, each Faculty's preferences for one or more semesters and Faculty must respond with the following information:
1. Courses
  2. Sessions
  3. Days and times
  4. Modalities
  5. Location(s) in alignment with 2.83.III.D, G.2, and H.3.,
  6. Reassigned time [The granting of reassigned time may result in fewer than thirty hours on campus.]
  7. One extra pay assignment during contractually obligated semesters (per Article 7.10)

The absence of required information will be considered to show an expression by the Faculty of no preference. Faculty shall respond to the Associate Dean/immediate supervisor's request for preferences within five (5) duty days with the required information. Any subsequent expressions of preference by a Faculty are within the discretion of the Associate/immediate supervisor to grant.

Additionally, Faculty may request that their Associate Dean/immediate supervisor assign them a second course as an additional extra pay assignment during contractually obligated semesters in their home department. No preference exists for the second extra pay assignment, and it is in the discretion of the Associate Dean/immediate supervisor to assign.

The Associate Dean/immediate supervisor will strive to honor each Faculty's preference regarding his/her Faculty assignments for the semester(s). Faculty load and any extra-pay assignment should be discussed and reviewed individually with each Faculty, and attempts should be made to resolve conflicts. It is clearly understood that the determination of the final course schedule is within the authority and responsibility of the Associate Dean/immediate supervisor and is not subject to the grievance procedure contained within this Collective Bargaining Agreement. At all times, the needs of the student population shall be the paramount consideration in determining course offerings and course schedules. Additionally, a spirit of cooperation should prevail between Associate Dean/immediate supervisor and Faculty in determining individual course schedules.



## **Collective Bargaining Agreement 2023-2025**

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1. Faculty members may teach a weekend course as part of their required teaching load if their assigned work week does not exceed five days. Faculty cannot be required to teach weekend courses as part of their load unless all alternative course assignments have been exhausted, including courses previously assigned to adjunct Faculty, administrators, staff, or as extra-pay teaching assignments to other Faculty.
2. Faculty members whose load assignments end after 9 p.m. shall not be required to report before 9 a.m. the following day to an assignment unless they request such an assignment.
3. If a Faculty is required to work at more than one location on the same day, each time this occurs, the individual Faculty may use up to one hour of on campus time for travel for each time this occurs.
4. It is the responsibility of the Associate Dean/immediate supervisor to construct class schedules to include, but not be limited to, courses, sections, sessions, days, times, modalities, and location(s) based on the academic needs of the college, the students, and the department. Faculty shall be assigned course sections for load before full-time extra-pay assignments or course sections are assigned to adjunct Faculty, administrators or staff. In this context, the “needs of the College” include but are not restricted to:
  - a. The qualifications of the Faculty.
  - b. Recent teaching experience and/or professional development in instructional practice in the subject field.
  - c. The number of available positions and courses in the subject field as manifested in the course schedule.

C. Faculty are expected to teach more than 50% of their required load credits within their home department.

D. Faculty may request in their preference response per 2.83.III.B through their Associate Dean/immediate supervisor to teach two course sections outside their home department (e.g. online or another physical campus) for load as well as one course section outside their home department for extra-pay given the availability of such course sections.

Additional course sections outside of a Faculty's home department for load may also be assigned to meet the needs of the College. Faculty who requests to teach outside of their home department must get approval from their Associate Dean/immediate supervisor, and the Associate Dean/supervisor outside the Faculty's home department who will assign the requested course sections. Faculty must complete the required professional development for the modalities of the course sections they are requesting.

E. Faculty are expected to teach a majority of their Faculty assignments within their home department.

### F. Faculty Load Assignments

1. If an individual Faculty has the majority of their load requirement as reassigned time outside of their home department, the remaining load should be satisfied within the Faculty's home department.



## **Collective Bargaining Agreement 2023-2025**

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2. To satisfy their required load, Faculty may be assigned to teach outside their home department.
3. In the event of the cancelation of a course section that is part of a Faculty's load requirement, the Associate Dean/immediate supervisor will ensure that that Faculty will meet their load requirement. To this end, that Faculty's extra-pay course(s) may be used to replace the load requirement and thus will no longer serve as extra pay.

### G. Extra-Pay Teaching Assignment(s) during contract periods:

1. Faculty may teach one course as an extra pay assignment during contractually obligated semesters, as provided in Article 5.33.
  - a. Faculty preference for one extra-pay course per term/semester shall be assigned in the Faculty's home department.
  - b. Faculty may request their first extra-pay teaching assignment outside of their home department that may be assigned at the discretion of the Associate Dean/immediate supervisor outside the Faculty's home department who will assign the requested course sections.
2. Faculty may teach a second course as an additional extra pay assignment during contractually obligated semesters, as provided in Article 5.33, in their home department. No preference exists for the second extra pay assignment, and it is in the discretion of the Associate Dean/immediate supervisor to assign.
3. If one or more extra-pay assignment(s) is canceled or is used to replace a canceled course section that was part of a Faculty's load requirement. the extra pay assignment(s) may be, but is not required to be, replaced.

### H. Extra-pay Teaching Assignment(s) during noncontract periods

1. Faculty may teach available courses during non-contract sessions (i.e., outside their contract lengths of 163, 194, 215, or 255 days) at the extra pay teaching rate.
2. Preference for non-contract extra-pay teaching assignments shall be given only at the individual Faculty's home department. Faculty may request extra-pay teaching assignments at other locations. These requests shall be made in writing to and may be granted at the discretion of the Associate Dean/immediate supervisor and the Associate Dean/supervisor outside the Faculty's home department who will assign the requested course sections.
3. Faculty may teach up to a maximum of 24 credit hours during non-contract sessions with no more than 10 credit hours during any non-12-week period unless otherwise stipulated in this Collective Bargaining Agreement (e.g., Aviation Faculty).
4. If an extra-pay assignment is canceled, the extra-pay assignment may be, but is not required to be, replaced.

IV. Per Article 2.200, Faculty shall have the annual opportunity to evaluate their immediate supervisor and the appropriate dean.



## **Collective Bargaining Agreement 2023-2025**

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### **2.84 Curriculum Development Process**

Any College Faculty member may submit proposals for new courses, programs or revisions to existing courses/programs to the Curriculum Committee. Procedures for submitting proposals are available on the College website.

### **2.90 Academic Freedom**

Faculty are entitled to academic freedom as generally defined in the 1940 Statement of Principles of Academic Freedom and Tenure formulated by the Association of American Colleges and the American Association of University Professors. The College policy on Academic Freedom (6Hx2-4.08) specifically incorporates the following relevant provisions of this Statement of Principles:

1. A teacher is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his/her other academic duties; but research for pecuniary return should be based upon an understanding with the authorities of the College.
2. The teacher is entitled to freedom in the classroom in discussing his/her subject, but he/she should be careful not to introduce into his/her teaching controversial matter, which has no relation to his/her subject “and should not permit personal prejudice to interfere with his/her grading of his/her students on their performance in his/her classes.” Limitations of academic freedom because of religious or other aims of the institution should be clearly stated in writing at the time of the appointment.

Academic freedom as applied to teaching, research, and creativity are essential to Broward College as a publicly-funded institution without sectarian limitations. In the pursuit of knowledge, research endeavors, and creative activities, Faculty must be free to cultivate a spirit of inquiry and scholarly criticism as well as to examine ideas in an atmosphere of freedom, confidence, and free from fear of reprisal.

3. The college or university teacher is a citizen, a member of a learned profession, and an officer of an educational institution. When he/she speaks or writes as a citizen, he/she should be free from institutional censorship or discipline, but his/her special position in the community imposes special obligations. As a person of learning and an educational leader, he/she should remember that the public may judge his/her institution by his/her utterances. Hence, he/she should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that he/she is not an institutional spokesperson.
4. The exercise of such freedom is to be accompanied by intellectual honesty, respect for others as individuals treating them in a professional manner, shunning exploitation, contributing to the orderly and effective functioning of a faculty member’s academic unit (e.g., program, department) and/or the College, observing and upholding applicable professional ethical standards, and professional conduct. The development and adoption of policies concerning academic departments require concurrence free from coercion.



## **Collective Bargaining Agreement 2023-2025**

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To protect Faculty from liability, the following shall be observed:

~For multiple Faculty who are assigned to one course with a single reference number but are assigned different students within that course (with the same reference number), these faculty shall retain total academic freedom with respect to grading, syllabus, textbook selection, and all academic freedom related matters.

~Research utilizing Broward College assets and involving Broward College students and/or Faculty as well as other participants must be approved through the Institutional Review Board.

### **2.95 Academic Responsibility**

Faculty are expected to exercise their academic freedom to promote student learning:

~with integrity, sensitivity, and sound judgment with regard for student learning,

~by fostering the free exchange of ideas, from and between students, that are relevant to the subject area,

~through promoting scholarly and ethical standards of their discipline while demonstrating respect for the student,

~by collaborating with colleagues in a collegial manner.

### **2.100 Examination and Tests**

Each Faculty member may organize his/her class and schedule tests to meet the objectives of the course consistent with the course outline of record. The College Catalog contains the schedule for final examinations that must be followed unless approved alternative arrangements have been made through the Associate Dean.

### **2.200 Faculty Survey of Administrator Engagement**

Faculty may provide feedback on engagement with administrators within their respective chain of command and/or with whom they have regular interactions. The purpose is to provide anonymous input to the supervisor(s) of the administrator.

Faculty shall have access to the appropriate survey form located in Appendix K. The Employee Relations Department will provide initial notification about the survey to Faculty via email on the first Monday after the Thanksgiving break. The Employee Relations Department will provide the survey form to Faculty via email on the first Faculty duty day of the Spring Semester in printable, writeable PDF format.

The completed survey forms shall be submitted between January 15 and January 31 to the Employee Relations Department. After the completion deadline, the surveys will be distributed to the immediate supervisor of the administrator(s) being surveyed. Surveys of the College President shall be submitted to the Board of Trustees.





**Collective Bargaining Agreement 2023-2025**

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To protect the anonymity of the surveyor, the completed survey forms must be submitted via hard copy only. The signature of the Faculty on this form is optional. Completed surveys shall be placed in a blank interoffice envelope addressed to the Employee Relations Department (or in the case of the College President to the Office of the General Counsel). Survey forms shall not be submitted electronically.

Given the purpose of the survey, the survey forms shall not be placed in an administrator's permanent file.

See also Article 2.83, last paragraph.





**Collective Bargaining Agreement 2023-2025**

**ARTICLE 3**

**3.00 Union Rights**

**3.10 Freedom of Expression**

Nothing in this Agreement shall abridge the right of any duly authorized representative of the Union to present views of the Union on issues which affect the welfare of its members.

**3.20 Redefined Time for UFF-BROWARD COLLEGE Chapter**

To meet the needs of shared governance and to encourage increased participation in shared governance, the UFF-Broward College Chapter and BC Faculty Senate shall receive the equivalent of 60 credit hours each academic year (August 16 – August 15). The purpose is to carry out UFF-BC Chapter’s obligations in representing bargaining unit members, administering this Agreement at the College and the State, and for allocation to the Faculty Senate.

A. Distribution of the equivalent of 60 credit hours each academic year shall be as follows:

UFF-BC Chapter: 30 credit hours per academic year	UFF-BC President receives 18 equivalent credit hours	From the remaining credit hours, the UFF-BC President shall allocate to members of UFF-BC for the purposes of shared governance.
UFF-BC Chapter: 30 credit hours per academic year	Faculty Senate President receives 18 equivalent credit hours	From the remaining credit hours, the UFF-BC President shall allocate to members of Faculty Senate for the purposes of shared governance.

From the above total equivalent credit hours, the UFF-BC President and the Faculty Senate President must present requests for individual Faculty allocations to the Executive Council at the Executive Council meeting following Spring UFF-BC elections.

At the receiving Faculty’s request, equivalent credit hours may be credited as a whole or as a combination of the following reassigned time, supplemental pay, or extra pay.

The UFF-BC Chapter President and the Faculty Senate President must make his/her allocation of the 30 credit hours after the annual Spring semester UFF-BC Chapter elections and Faculty Senate elections and prior to the start of the summer term. In addition, and if applicable, the equivalent credit hours for extended contracts shall be selected or for beyond contract length periods (e.g., Summer) shall be selected. The allocation of the credit hours from the Faculty Senate President and the UFF-BC President will be sent in writing to the college administration for implementation and scheduling for the upcoming academic year. Importantly, participation in shared governance or union activities shall not interfere with the faculty’s primary responsibility and professional obligation to teaching, student consultation, course preparation, and other duties as outlined in Article 7.20.



## **Collective Bargaining Agreement 2023-2025**

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B. If only the reassigned time option is selected and, if applicable, the following shall prevail:

- a. Instructional Faculty, Faculty counselors, and Faculty librarians who serve as the UFF-BC Chapter President and/or Faculty Senate President shall receive the allocated load of reassigned time for Fall and Spring semester and if applicable during extended contract lengths.
- b. Faculty counselors and Faculty librarians who cover counseling and librarian duties during the allocated reassigned time set aside for the UFF-BC Chapter President and/or Faculty Senate President, for either Fall or Spring semester or during the extended contract length shall be compensated the equivalent of clock-hour pay rate pursuant to Article 5.32.
- c. For Faculty counselors and Faculty librarians, the equivalent of a 3-credit hour course is one-fifth (1/5) of their typical 37.5 hour work week.

C. So the UFF-BC Chapter President and Faculty Senate President are available for shared governance activities, no more than 6 adjusted credit hours of load (i.e., teaching load or 2/5ths of load) can be scheduled during normal business hours, Monday through Friday.

D. Since the equivalent credit hours may be allocated, all three ways of crediting must remain because the circumstances of the Faculty receiving the allocated credits may vary. In addition, the UFF-BC Chapter President and Faculty Senate President may select to teach a full-load and take the equivalent credit hours as extra pay and a supplement.

E. For duties beyond contract length, the Faculty Senate President and the UFF-BC Chapter President shall receive daily rate of pay for each equivalent day according to the following: number of hours of work beyond contract length divided by daily length (7.0 hours for instructional Faculty or 7.5 hours for Faculty counselors and Faculty librarians) equals equivalent day(s) rounded up to the next whole number. A reasonable itemized estimate of hours shall be provided to the administration prior to the start of the summer term. Any hours needed beyond the original estimate need to be requested for review and pre-approval. The total number of hours shall be submitted to the College at the start of the fall term.

F. Faculty on reassigned time pursuant to this article shall retain all rights and responsibilities as other Faculty including, but not limited to, salary increases.

### **3.30 Access to Facilities**

The UFF-BC and its representatives shall have the right to use College facilities for monthly Executive Council meetings and one general membership meeting per semester upon advance request and when available.

### **3.31 Access to Bulletin Boards**

The College agrees to provide the Union with existing bulletin board space in those campus areas where notices to Faculty are normally posted by the College. Notices or documents to be posted by the Union must be related to official Union business and initiated by an officer in the Union.



## **Collective Bargaining Agreement 2023-2025**

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### **3.32 Access to College Mail Services**

The Union shall have the right to use the College mail and e-mail service, including Faculty mail boxes, for UFF-BC communications to employees, provided documents to be transmitted are not prohibited by the Private Express Statutes, and with the further understanding that the College normal mail and e-mail services operation will first be performed in cases where an overload occurs as a result of said UFF-BC mail use requests.

### **3.33 Access to Duplicating**

The UFF-BC agrees to pay, at the standard rate charged to other cost centers, for any duplication of material on College equipment. It is understood by the parties that the needs of the College will have priority in the use of duplicating equipment.

### **3.34 Access to Broward College's Web Site**

Faculty shall have access to Broward College's Web Site which provides resources for Faculty including but not limited to, individual Faculty webpages, departmental pages, (which provide access to official College documents and forms), class rosters and directories for email addresses and telephone numbers. The College intranet shall provide valuable links to personnel information, personal files, payroll, helpdesk, and Campus Safety.

### **3.50 Access to Information**

#### **3.51 Bargaining Unit Information**

The College agrees to make available to Union officers and/or its members, information and/or records of the College, if requested and permitted pursuant to the provisions of Florida Statutes, Chapter 119. At the request of the UFF-BC the Board will provide the Union with a list of all members of the bargaining unit, their home address, the campus and department for each individual. Personal information of Faculty that is excluded by law or statute will not be distributed.

#### **3.52 Board Packets**

Per Section B, Paragraph 2 of Article 2.81, the College agrees to post the Board Packet on the College's web-site.

#### **3.53 Policy Manuals**

The College Policies and Procedures manuals are available on-line.

### **3.60 Policy Changes**

The College will notify the Union of any proposed policy changes. If the Board adopts any change in College policy which is a mandatory subject of bargaining, the College will bargain such changes with the Union prior to implementation. If the Board adopts a change that is within its management rights to do so, the College will give the Union an opportunity to identify a bargainable impact and bargain, but the College reserves the right to implement the change prior to the conclusion of bargaining.



## **Collective Bargaining Agreement 2023-2025**

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### **3.70 Changes to Faculty Handbook**

The College will notify the Union of any proposed changes to the Faculty Handbook. If the College proposes any change that is a mandatory subject of bargaining, the College will bargain such change at the request of the Union prior to implementation. If the College adopts a change that is within its management rights to do so, the College will give the Union an opportunity to identify a bargainable impact and bargain, but the College reserves the right to implement the change prior to the conclusion of bargaining.



**Collective Bargaining Agreement 2023-2025**

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**ARTICLE 4**

**4.00 Management Rights**

**4.10 Board Rights**

The College hereby retains and reserves all management powers, rights, authority, duties and prerogatives conferred upon it by Section 447.209, Florida Statutes, and all other laws and administrative codes of the State of Florida, or enjoyed prior to the execution of this Agreement, which rights shall include, but are not limited to, the following rights:

- A. To establish policies, rules, and procedures relating to the rights and education of students;
- B. To control the management and administration of the College and its property, facilities, and the activities of its employees;
- C. To hire all employees and, subject to applicable law, determine qualifications and conditions for their positions and their continuation in their positions
- D. To establish and modify or eliminate employees' duties;
- E. To retain, discharge, lay off, recall, relieve from duty, furlough, promote, demote, suspend, transfer, or assign employees and to establish and apply the criteria and conditions for the same;
- F. To schedule, assign hours and days of operations;
- G. To determine the nature and scope of College operations and services and how the same will be conducted, including whether and how to subcontract work performed by any employee or group of employees and to enter into contracts with private vendors or providers for any products or service;
- H. To determine staffing levels and patterns, including the size and composition of the work force;
- I. Determine whether and to what extent work shall be performed by employees in this bargaining unit and to change such determinations;
- J. To establish or abolish employment positions and position descriptions;
- K. To determine the number, location, and operations of all units of the College;
- L. To budget and determine allocation of funds;
- M. To schedule classes;
- N. To create and implement policies, rules, procedures, and practices;



## **Collective Bargaining Agreement 2023-2025**

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- O. In an emergency, take any and all actions the College, in its sole discretion, deems necessary or advisable under the circumstances.

If the College fails to exercise any one or more of the above functions from time-to-time, it shall not be deemed a waiver of the College's right to exercise any or all of such functions. Any right, power or privilege of the College not specifically relinquished by the College in this Agreement shall remain with the College.

Nothing in this Article is intended to waive the Union's right to bargain over changes in mandatory subjects of bargaining or bargain the impact, as defined by law, of changes brought about by the exercise of management rights.

### **4.20 Strikes**

The Union agrees not to participate in, nor endorse strikes, picketing, stoppages or concerted failure or refusal to perform assigned work by the Faculty members covered by this Agreement, while this Agreement is in effect.

Any Faculty member who participates in or endorses a strike, a work stoppage, picketing, or concerted failure or refusal to perform assigned work may be disciplined and/or discharged by the College, and the sole and exclusive jurisdiction to review such discipline or discharge shall be provided in the grievance procedure.

It is understood and agreed that, in the event of any violation of this Article, the College shall be entitled to seek and obtain ex parte immediate injunctive relief, provided within 24 hours after receiving written notification from the College that a strike or picketing is in progress on the part of individuals or any group of individuals covered by this Agreement, the Union shall state to the College, in writing, whether or not it has sanctioned such action. Its prompt disavowal of responsibility, in writing, shall relieve the Union of legal responsibility to the College, therefore.

Picketing, as referred to in this Article, shall mean any action by way of demonstrating which has the effect of preventing or restraining any other employee from coming to work or to continue work. Informational picketing, which does not have the effect of preventing or restraining any other employee from continuing to work, is permitted under this Article.



**Collective Bargaining Agreement 2023-2025**

**ARTICLE 5**

**5.00 Faculty Compensation**

**5.10 Salary Compensation**

- A. Standard Terminology for Salaries:  
 ~Reference Salary: Rank 2 + 0 Years  
 ~Y: Years of Experience  
 ~Daily Rate of Pay: Base Salary / 163 days  
 ~Yearly Salary: Daily Rate of Pay x the Contract Length (163 days, 194 days, 213 days, and 225 days)

- B. Starting Salaries for New Faculty Hires:  
 1. Starting faculty salaries for each rank shall be paid according to the starting salary schedule below. Total combined years of experience applied to starting salary for a new hire cannot exceed 10 years.

**STARTING SALARIES FOR NEW FACULTY HIRES BASED ON RANK AND YEARS OF EXPERIENCE:**

Rank	Years										
	0	1	2	3	4	5	6	7	8	9	10
3.00	\$46,366	\$46,577	\$46,789	\$47,000	\$47,212	\$47,423	\$47,635	\$47,846	\$48,058	\$48,269	\$48,481
3.12	\$46,577	\$46,789	\$47,000	\$47,212	\$47,423	\$47,635	\$47,846	\$48,058	\$48,269	\$48,481	\$48,692
3.18	\$46,683	\$46,894	\$47,106	\$47,317	\$47,529	\$47,740	\$47,952	\$48,163	\$48,375	\$48,586	\$48,798
3.24	\$46,789	\$47,000	\$47,212	\$47,423	\$47,635	\$47,846	\$48,058	\$48,269	\$48,481	\$48,692	\$48,904
2.00 or 3.36	\$47,000	\$47,212	\$47,423	\$47,635	\$47,846	\$48,058	\$48,269	\$48,481	\$48,692	\$48,904	\$49,115
2.12	\$47,212	\$47,423	\$47,635	\$47,846	\$48,058	\$48,269	\$48,481	\$48,692	\$48,904	\$49,115	\$49,327
2.24	\$47,423	\$47,635	\$47,846	\$48,058	\$48,269	\$48,481	\$48,692	\$48,904	\$49,115	\$49,327	\$49,538
2.36	\$47,635	\$47,846	\$48,058	\$48,269	\$48,481	\$48,692	\$48,904	\$49,115	\$49,327	\$49,538	\$49,750
2.48	\$47,846	\$48,058	\$48,269	\$48,481	\$48,692	\$48,904	\$49,115	\$49,327	\$49,538	\$49,750	\$49,961
1.00	\$48,269	\$48,481	\$48,692	\$48,904	\$49,115	\$49,327	\$49,538	\$49,750	\$49,961	\$50,173	\$50,384

❖ Starting salaries are adjusted for Faculty on variable length contracts per Article 5.53.

2. Years of experience shall include full time employment at BC as a Faculty member or an Administrator on an equal basis plus previous experience credited by the College Administration at the determination of starting salary per 5.10.B.3 and 4.
3. Faculty members hired prior to or during the 1980-81 academic year shall be credited with the experience that was credited and verified under the rules that were in effect at the time of their employment. Such credit will be presumed to be correct and shall not be subject to reevaluation.
4. Faculty members hired subsequent to the 1980-81 academic year shall be credited with outside experience based on the following criteria:



## **Collective Bargaining Agreement 2023-2025**

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a. Full time teaching or educational administrative experience at any level will be credited on a one year for one-year basis.

b. Full time work experience in industry or government directly relevant to the Faculty member's discipline shall be credited on the basis of two years of work experience for one year of credit. In the technical areas and areas with licensure requirements, the College may credit work experience on a one for one basis.

c. For bargaining unit members employed after 6/30/03 and effective January 1, 2004, persons who have experience teaching as an adjunct or full time temporary for BC may be awarded one (1) years' experience for each 30 credit hours taught at BC, such experience not to exceed one year's credit per calendar year.

C. Faculty members who take administrative leave to serve in an administrative capacity for the College and subsequently return to their faculty positions shall be returned to a faculty salary based on rank and years of experience. The years of experience will be calculated based on adding the years of service in an administrative capacity to the previously held years of experience as faculty.

This salary shall be calculated by starting with the Faculty member's base pay at the starting time of the administrative position. Any increase to the base pay shall be calculated as if the Faculty member had remained in the Faculty position and had not gone into an administrative position (Example: for a Faculty member who took an administrative position at the Faculty base salary of \$50,000, upon return to a Faculty position the returning Faculty member's \$50,000 base salary shall be increased according to all Faculty increases received during his/her administrative service).

D. Retention Salaries: Only for the 2024 - 2025 fiscal year and upon ratification by both parties of this CBA, all Faculty employed with Broward College at the time of ratification shall receive a 3% cost of living adjustment added to their base salary, which shall be retroactive to August 16, 2024 effective the next payroll period following full ratification of this agreement

❖ Salaries are adjusted for currently employed Faculty on variable length contracts per Article 5.53.

E. One-Time Payment: Upon ratification of this Collective Bargaining Agreement, Faculty who are employed with Broward College on the date of ratification by both parties, and who are in a faculty line as an instructional Faculty or a Faculty librarian shall receive a one-time payment, net of taxes, of \$3250 effective the next payroll period following full ratification of this agreement.

F. Daily Rate of Pay

1. Faculty are considered year round employees who have duty days [i.e., the days of a faculty member's 163-day, 194-day, 213-day, or 225-day contracts (see Article 5.10.D.3)] and non-duty days, that is, those days a faculty member has no official duties (i.e., is not under contract ), but continues to have access, as a full time employee, to the following, though not limited to the following: office space, health and retirement benefits, professional development and tuition reimbursement.





**Collective Bargaining Agreement 2023-2025**

- 2. All Faculty salaries will be computed based on the 163 duty day calendar.  
Daily Rate of Pay is defined as base salary divided by 163 duty days.
- 3. Salaries for Faculty on 194-day, 213-day and 225-day contracts will be calculated, based on a daily rate of pay, as defined above and as outlined in 3, a, b and c below:
  - a. 194-day contracts: 163 duty day base plus 31 days at a daily rate of pay.
  - b. 213-day contracts: 163 duty day base plus 50 days at a daily rate of pay.
  - c. 225-day contracts: 163 duty day base plus 62 days at a daily rate of pay.

4. Work Beyond Contract Length (i.e., beyond duty days):

Campus or College needs may necessitate that work beyond contract length be created or implemented. Work performed for the College outside of the faculty member’s duty days must be preapproved. This preapproved work will be compensated based on daily rate of pay except as otherwise specified in this Collective Bargaining Agreement.

**5.20 Special Terminal Degrees**

- A. Faculty members presently holding or subsequently granted post master’s degrees such as the Ed.S. degree would qualify for Rank II+48 hours.
- B. A Master of Fine Arts (MFA) is a unique master’s degree that is also a terminal degree. In recognition of this, faculty
  - 1. holding an MFA from an accredited institution
  - 2. and hired to teach in the discipline of the MFA
 shall be ranked as follows:

Total graduate semester hours in MFA discipline (including graduate hours in-discipline completed after the MFA, if any)	Rank
Fewer than 60	Rank II
60-71	Rank II + 36
72 or more	Rank I

C. Apart from the exceptions noted in “A” and “B” above, terminal degrees as determined by the academic/professional disciplines shall qualify as Rank 1.

**5.21 Credential Change Awards**

The Board and the Union recognize the value of continuing educational experience. In recognition of this, the credential change award program has been established to encourage Faculty members to continue their education in their discipline/teaching fields or in a related discipline/field.



## **Collective Bargaining Agreement 2023-2025**

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Credential change compensation awards and changes in rank will become effective at the beginning of the major semester or Summer Term following the completion of the course work. Major semester is defined as the Fall Semester and the Spring Semester but not the mini- sessions contained within the Fall or Spring Semesters and the Summer Term.

Credential change awards shall be in effect as long as a Faculty member maintains current certification.

The following provisions govern the credential change program.:

- A. Only full time continuing contract eligible Faculty members are eligible for credential change awards.
- B. To be eligible for credential change credit, the hours taken must meet at least one of the following criteria:
  - 1. Graduate semester hours in the assigned teaching field.
  - 2. Graduate semester hours in related fields, subject to prior approval at departmental and other levels through the Vice President of Academic Affairs.
  - 3. Graduate semester hours related to (educational) technology usage and/or graduate semester hours pertaining to teaching fundamentals which were not part of a Faculty member's prior degree coursework. These semester hours are included when computing the maximum number of semester hours of education courses (per paragraph D below).
  - 4. A currently held or earned professional license or certification directly related to, required for, or specifically recognized in a Faculty member's teaching area or field of expertise, shall be eligible for a credential change award based on the training/education hours required to obtain and maintain such license or certification. Faculty members requesting credential change under this section shall be allowed to apply any previously completed training/education required since 1990 to obtain and maintain their current license or certification. Faculty members who desire to pursue a new license or certification must first obtain approval to apply the attending training/education to a credential change under this section. Training/education in subject area may not be applied if already used towards any other credential change award. Equivalent credits shall be computed based on 45 hours of relevant training equaling 3 credits towards the credential change award.
  - 5. Subject to prior approval at the departmental and other levels through the Vice President of Academic Affairs, some undergraduate courses at the third or fourth year level may be counted if certified as being necessary to the completion of a specific teaching assignment as determined by the appropriate Dean of Academic Affairs in association with departmental administrators. Any coursework to be counted toward a credential change award must be approved by the Academic Dean, the appropriate President (campus or Pathway) and Vice President of Academic Affairs. The maximum number of education hours does not apply in the technical areas.
- C. In the technical discipline areas, a work experience program will count for a Rank III + 18 award. This experience credit shall be set at a maximum of six hours to be earned in a twelve-week planned work program which must receive prior approval of the respective immediate supervisor, Dean of Academic Affairs, the appropriate President (campus or



**Collective Bargaining Agreement 2023-2025**

Pathway), and Vice President of Academic Affairs. Within each seven year period from the date of qualifying for it, the Faculty member must engage in a planned work experience of not fewer than six weeks, which must receive prior approval as is the case for the initial award.

- D. Courses taken may be used to qualify for a credential change and also to renew certification. The hours must be certified by and all documentation filed in the Human Resource Office during the semester in which the award becomes effective. For each of these classification ranks, the maximum number of semester hours of education prefixed courses (i.e., those courses with the “edu” prefix or other education prefixes) shall be as follows:

- Rank II + 12 hours which shall not exceed 12 semester hours of education
- Rank II + 24 hours which shall not to exceed 18 semester hours of education
- Rank II + 36 hours which shall not to exceed 18 semester hours of education
- Rank II + 48 hours which shall not to exceed 18 semester hours of education

The maximum number of hours does not apply in the technical areas.

The annual compensation increases shall be as follows:

Rank II + 48 to Rank 1 = (Base Salary) multiplied by 0.06.

All other credential changes are based on 12 hour increments (Rank III + 12, Rank II + 12, Rank II + 24, Rank II + 36, Rank II + 48 and will result in an increase in annual salary of (Base Salary) multiplied by 0.03 for each 12-hour increment.

Base Salary is Rank 2.00 / Year 0 pay on the Faculty Starting Salaries Based on Rank and Years of Experience in Article 5.10.

**5.30 Extra-Pay Teaching Assignments**

**5.31 Lecture Courses**

Full-time Faculty members who voluntarily agree to teach a 3 credit hour course in addition to their regular hours will be compensated as follows:

Rank	Amount
I	\$2,355
II + 48	\$2,200
II + 36	\$2,175
II	\$2,150
III	\$2,075



**Collective Bargaining Agreement 2023-2025**

Courses not having three credit hours will be paid on a pro-rated basis using the above salary as a guideline, except as noted in 5.32 below.

**5.32 Clock Hour Pay**

Faculty teaching labs or Combined Lecture and Lab Courses in the following areas, inclusive of credit and non-credit courses, will be paid at a clock hour rate as follows:

<b>Rank</b>	<b>Wellness, Labs, Studio Art, Applied Music, and Health Science Education Clinics, and College-wide non-credit courses (e.g., IPS professional development, Workforce and continuing education)</b>
I	\$44.11
II + 48	\$41.34
II + 36	\$40.90
II	\$40.00
III	\$39.11

The Clock Hour Pay rates for the Combined Lecture and Lab Courses in the areas listed above are effective at the time of the ratification.

**5.33 Course Load Limit for Extra Pay Assignment(s)**

During contractually obligated semesters (per Article 7.10), Faculty may teach a combination of extra-pay classes not to exceed two sections with up to 10 credit hours or adjusted credit hours per semester. In the Health Science Pathway, Faculty may teach two theory courses and two clinical courses or may teach two theory courses and two lab courses, above load each semester/term. Applied Music Faculty may teach six 1-hour/2-credit courses or twelve ½-hour/1-credit courses or a combination of the two, not to exceed 6 contact hours.

**5.34 Extra-Pay Teaching Assignment Substitutes**

Faculty who are unable to attend an extra-pay teaching assignment will be required to notify the supervisor, when reasonable, of their absence and the administration will obtain a qualified substitute approved by the Immediate supervisor or the faculty member will provide an alternative learning experience. Alternatively, a faculty member may make a recommendation to the Associate Dean for a substitute from the Department’s current faculty members. In instances where the Immediate supervisor provides the substitute, the College will pay the substitute and the faculty member of record will have their salary reduced by the number of teaching hours missed. In cases where no substitute is provided, the Faculty members will have their salary reduced by the number of teaching hours missed.

**5.35 Conflict of Assignments**

The Administration agrees that it will not reduce a Faculty member's compensation when the Faculty member misses a class when sent by the College on an approved temporary duty assignment during



**Collective Bargaining Agreement 2023-2025**

the Fall and Spring Semesters. During the Summer Term, the same will apply for special circumstances.

**5.40 Other Compensation**

**5.41 Substitute Pay**

When bargaining unit members substitute in a class, they will be paid at the following rate retroactive to August 16, 2017:

Rank	Amount per clock hour
I	\$29.87
II + 48	\$27.79
II + 36	\$27.46
II	\$27.12
III	\$26.16

Substitute teaching in the same class in excess of 2 weeks shall be paid at the extra pay teaching assignment rate, effective the third week of substitution, for the entire duration (i.e., including the first two weeks) of said substitution assignment.

**5.42 Overloads**

Faculty members who are requested by the College to teach a class above the normal load will be compensated as follows:

- A. Semester hour – 1/30<sup>th</sup> of the base annual salary for each semester hour overload for the semester. However, any credit or contact hours that exceed the semester/yearly maximums (listed in 7.10A) but are needed to make a full teaching load, shall be paid at the extra-pay teaching rate or can be carried over to the next semester or academic year and be used to reduce the normal teaching loads during one of the semesters of that academic year. Where the teaching schedule allows, the Faculty member shall decide which of these options shall be used.
- B. Extra Contact hour – 1/40<sup>th</sup> of the base annual salary for each contact hour overload for the semester.

Librarians and counselors who are requested to work additional days above their normal annual contract (194, 213 or 225) will be compensated based on their daily rate of pay

**5.43 SPD Reassignments**

In the event a Staff and Program Development project is the equivalent of a reassign teaching assignment and it is over and above the normal load of the Faculty member, the Faculty member will be reimbursed at the extra-pay teaching assignment rate contained in Article 5.31.



## **Collective Bargaining Agreement 2023-2025**

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### **5.44 Supplements**

- A. College needs may necessitate that supplemental positions be created. Supplemental positions include student, departmental, technical, and administrative support that is not supervisory over full-time faculty that support the mission of the College. These supplemental positions are in addition to the Faculty regular assignment.
- B. Compensation for bargaining unit members for a supplemental position shall be paid as a flat dollar amount, based on the zone assignment of the position and payment options contained in the Supplemental Position Profile and listed in sections I of this article.
- C. The supplemental position shall be defined on the Supplemental Position Profile (SPP) form and submitted through normal administrative channels to the Campus President or designee for approval. The assignment of the zone designation is at the sole discretion of the Campus President or designee.
- D. Whenever possible, supplemental positions shall be filled using full-time Faculty or other full-time College employees subject to the qualifications for the position and the needs of the College.
- E. Payroll periods for supplemental pay shall be twice monthly corresponding to regular pay dates during the period the supplemental work is performed, unless other arrangements are requested by the person in the position and are mutually acceptable.
- F. Supplemental pay assignments may be continued, revised, added, or deleted as work duties specified by these assignments are relevant to institutional needs. An individual currently assigned a supplemental pay position shall be notified if a position is to be revised or deleted preceding the revision or deletion of the position during schedule development.
- G. Supplemental positions that remain unfilled for 2 years shall be reviewed by the supervisor of the position and the Executive Director of Human Resources and deleted as appropriate.
- H. Supplemental positions as described in this article are meant to refer to recurring part-time activities. Other pay assignments for bargaining unit members that are not recurring shall be paid as a stipend based on the same zone matrix as set forth in this article.
- I. Supplemental Salary Schedule

Supplemental Compensation shall be indexed to an extra-pay teaching assignment lecture course. (Article 5.31). The zone assignment and contract semester shall be specified in the Supplemental Position Profile. Retroactive to August 16, 2017 the payment amounts listed here are for the supplemental position as specified in the table below. Daily rate of pay does not apply to duties compensated by supplements.



**Collective Bargaining Agreement 2023-2025**

Zone	Hours	Rank 1	Rank 2+48	Rank 2+36	Rank 2	Rank 3
1	Up to 37	\$777.15	\$726.00	\$717.75	\$709.50	\$684.75
2	38 - 74	\$1,577.85	\$1,474.00	\$1,457.25	\$1,440.50	\$1,390.25
3	75 - 112	\$2,355.00	\$2,200.00	\$2,175.00	\$2,150.00	\$2,075.00
4	113 - 150	\$3,132.15	\$2,926.00	\$2,892.75	\$2,859.50	\$2,759.75
5	151 - 188	\$3,932.85	\$3,674.00	\$3,632.25	\$3,590.50	\$3,465.25
6	189 - 224	\$4,710.00	\$4,400.00	\$4,350.00	\$4,300.00	\$4,150.00
7	225 - 262	\$5,487.15	\$5,126.00	\$5,067.75	\$5,009.50	\$4,834.75
8	263 - 300	\$6,287.85	\$5,874.00	\$5,807.25	\$5,740.50	\$5,540.25
9	301 - 336	\$7,065.00	\$6,600.00	\$6,525.00	\$6,450.00	\$6,225.00
10	337 - 374	\$7,842.15	\$7,326.00	\$7,242.75	\$7,159.50	\$6,909.75
11	375 - 412	\$8,642.85	\$8,074.00	\$7,982.25	\$7,890.50	\$7,615.25
12	413 - 448	\$9,420.00	\$8,800.00	\$8,700.00	\$8,600.00	\$8,300.00
13	449 - 486	\$10,197.15	\$9,526.00	\$9,417.75	\$9,309.50	\$8,984.75
14	487 - 524	\$10,997.85	\$10,274.00	\$10,157.25	\$10,040.50	\$9,690.25
15	525 - 560	\$11,775.00	\$11,000.00	\$10,875.00	\$10,750.00	\$10,375.00

The chart above uses the index below  
Where 1.00 equals the extra-pay rate

Zone	Rank 1	Rank 2+48	Rank 2+36	Rank 2	Rank 3
1	0.33	0.33	0.33	0.33	0.33
2	0.67	0.67	0.67	0.67	0.67
3	1.00	1.00	1.00	1.00	1.00
4	1.33	1.33	1.33	1.33	1.33
5	1.67	1.67	1.67	1.67	1.67
6	2.00	2.00	2.00	2.00	2.00
7	2.33	2.33	2.33	2.33	2.33
8	2.67	2.67	2.67	2.67	2.67
9	3.00	3.00	3.00	3.00	3.00
10	3.33	3.33	3.33	3.33	3.33



**Collective Bargaining Agreement 2023-2025**

11	3.67	3.67	3.67	3.67	3.67
12	4.00	4.00	4.00	4.00	4.00
13	4.33	4.33	4.33	4.33	4.33
14	4.67	4.67	4.67	4.67	4.67
15	5.00	5.00	5.00	5.00	5.00

J. A faculty member may volunteer to participate in College activities so long as the activities are outside of the faculty member’s contractual duties.

**5.45 Guided Independent Study, Internship and Experiential Learning Pay**

Faculty teaching guided independent studies by students or internships, when approved by the College, shall be compensated at the rate of 1/15<sup>th</sup> of the extra pay rate per student. Faculty cannot have more than 8 independent study students or internships per semester or term. This excludes internships covered under Article 5.54 Faculty Observers (in the Teacher Education Program).

Faculty who lead experiential learning shall be paid at the rates outlined below retroactive to August 16, 2017:

Rank	Amount per clock hour
I	\$29.87
II + 48	\$27.79
II + 36	\$27.46
II	\$27.12
III	\$26.16

Faculty shall have the first right of refusal for Guided Independent Study, Internship, and Experiential Learning.

**5.46 Faculty Training Programs**

Faculty who participates in a Faculty training program shall be compensated according to zone one of the Supplemental Salary Schedule (Article 5.44.I) or a prorated portion thereof, provided that preapproval for compensation is granted. If compensated, the training will not count towards required hours of professional development as outlined in Article 7.40 of the Collective Bargaining Agreement.

Faculty who participates in the Student Life Skills (SLS) Instructor training shall receive twelve (12) hours of professional development credit in lieu of compensation.





## **Collective Bargaining Agreement 2023-2025**

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### **5.50 Other Provisions**

#### **5.51 Pay Dates**

Faculty members employed for the full contract year (as defined in Article 7.10) shall receive 24 equal paychecks commencing the last day of August. Thereafter, checks shall be distributed on the 15th and the last day of each month. The number of checks to be distributed shall be the number necessary to ensure that the total number of checks issued during the academic year equals twenty-four. Faculty members employed on 163-day contracts (as defined in Article 5.53, section B) and Faculty members participating in credit banking (as defined in Article 5.52) shall receive 3 additional checks by the 23<sup>rd</sup> of December and 3 additional checks by May 15th. Whenever the 15th or the last day of the month occurs on a weekend, holiday, and/or non-duty period, paychecks shall be issued in advance of said weekend, holiday, and/or non-duty period. Faculty who are teaching class(es) for extra pay (per Articles 5.30 and 2.83.2.B) and/or as overload assignments (per Article 5.42) will receive their pay on either the 15<sup>th</sup> or the last day of the month depending upon whether the duty days fall before the 15<sup>th</sup> or after the 15<sup>th</sup> of the month. Whenever an error in compensation or a loss of check(s) via mail occurs, the appropriate personnel within the Human Resources Department and Payroll Department will strive to remedy such situation expeditiously, upon notification by the affected Faculty member(s).

Faculty members shall have the annual option to take 24 pay checks equally distributed through 12 months.

#### **5.52 Credit Banking**

At the request of a counselor/librarian (non-teaching Faculty member) and with the consent of the College, a non-teaching Faculty member may accumulate work hours during Semester I and/or Semester II and/or during inter-Semester periods, which may be banked towards fulfillment of the non-teaching Faculty member's base contract in Summer Session 2 or Summer Session 3. Currently, there are 31 duty days in Summer Session 2 or Summer Session 3 for teaching and non-teaching Faculty. The 31 duty days in Summer Session 2 or Summer Session 3 represent 217 clock hours that a non-teaching Faculty member must provide the College in order to meet the semesters of the contract. Additional hours to be worked during Semester I and Semester II may include, but are not limited to, weekends, evenings, instructional contact hours for the teaching of a credit class, or work during an inter-semester period. Such additional work hours shall be mutually agreed to between the non-teaching Faculty member and his/her immediate supervisor. The accrual of additional work hours during Semester I, Semester II and/or inter-semester periods, shall be used to adjust the non-teaching Faculty member's contractual obligation during Summer Session 2 or Summer Session 3.

#### **5.53 Variable Contract Length**

A longer contract length (e.g., 194 day, 213 day, 225 days) will be implemented for Counselors, Librarians, and teaching Faculty who are assigned to a program requiring more than a 163-day contract. These Faculty members will be paid at the daily rate of pay (per Article 5.10) with all associated fringe benefits (See Article 5.10). When the contract length of a program is renegotiated to a greater number of days, current Faculty on the 163-day, 194 –day or the 213-day contracts have the right to remain on their current contracts. However, upon reduction in the contract length



## **Collective Bargaining Agreement 2023-2025**

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of a program, the college will notify the Faculty member and the UFF-BC president by August 1<sup>st</sup> of the academic year prior to its reduction.

**[Note:** As an addendum to this contract the disciplines/programs/areas that require longer-length contracts than the 163-day, Fall Semester and Spring Semester contracts will be listed, for informational purposes only. This program list may be revised annually as needed by the College.]

### **5.54 Faculty Observers in the Education Programs**

A Faculty member whose assignment includes observing pre-service teachers in practicum in the education program(s) shall receive release time only if the amount of work required is equivalent to a full release (75 to 112 hours). If the amount of work is less than one full release time as specified above, the faculty member will be provided supplemental pay based on the supplemental pay chart in Article 5.44.

(NOTE: the 112 hours is determined according to the following calculation: 35 hours x 16 weeks = 560 hours divided by a 5 course load = 112 hours).

An observation includes observing the pre-service teacher, meeting with the pre-service teacher, meeting with the mentor teacher, preparing reports, and travel time. Each observation shall be considered as involving no fewer than four (4) hours per pre-service teacher.

### **5.55 Program Managers/Department Coordinators**

Program Managers/Department Coordinators shall have reassigned time sufficient to fulfill their duties, or supplemental pay. Program managers/department coordinators must make their selection prior to the beginning of a semester. Program managers/department coordinators who chose a supplement will be paid in accordance with Article 5.44. Daily rate of pay will not apply to program manager/department coordinator duties. Supplements are not guaranteed outside of the faculty members' contract length unless specified in the job description for the Program Manager/Department Coordinator.

Program managers and department coordinators make recommendations to the department (see Article 2.83) for the benefit of the program or department. Program managers and department coordinators shall be neither given, assigned, nor assume supervisory responsibilities over Faculty or the department.

NOTE the following formula is for determining the appropriate zone (see Article 5.44): the 112 hours is determined according to the following calculation: 35 hours x 16 weeks = 560 hours divided by a 5 course load = 112 hours.



**Collective Bargaining Agreement 2023-2025**

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**ARTICLE 6**

**6.00 BENEFITS**

**6.10 Insurance**

In accord with UFF-BC Chapter's right and obligation to bargain benefits for the Faculty, the Vice President for Talent and Culture shall send his/her annual recommendations concerning benefits to the UFF-BC Chapter President. The UFF-BC Chapter and the College will bargain those recommendations prior to the College President's presentation of his/her recommendation to the Board. Upon reaching agreement on the Collective Bargaining Agreement in its entirety, or at the resolution of impasse through establishment procedures, the College President will make his/her recommendation to the Board. It is expressly recognized that the Board has the right to accept or reject any recommendation.

**6.11 Group Life Insurance**

The College will pay the premium for group life and accidental death and dismemberment insurance for bargaining unit members at the amount of the member's base annual salary rounded off to the next higher \$1,000 with a maximum of \$250,000.

Bargaining unit members have the option of purchasing additional term life insurance equivalent to one or up to five the member's base annual salary with a maximum of \$500,000.

**6.12 Health Insurance**

The College's health insurance plan is optional for Faculty, such that Faculty are not required to purchase insurance from the College provided that Faculty supplies proof of coverage from another health insurance source. If Faculty choose to purchase health insurance from the College, then the College and the bargaining unit members shall bear the cost of the premiums for health insurance for bargaining unit members. The College shall maintain an overall 80 percent (College) – 20 percent (Employee) contribution of the total cost of the medical plan. The employee only premium, however, will not exceed more than 6% of the employee-only total premium. The employer contribution for dependent premiums will be equal to or greater than the employer contribution to the employee - only coverage. All bargaining unit members shall have a choice among two insurance plans: the CDHP/HRA Plan or a buy up plan.

The current benefits for each option are outlined in the Summary Plan Description which shall be included in Appendix H.

**6.13 Dental**

The College will pay the premium for dental insurance for bargaining unit members. The dental insurance plan shall include a Dental Preferred Provider Plan (DPPO) option and Dental Health Maintenance Organization (DHMO). The current benefits are outlined in the summary plan description.



## **Collective Bargaining Agreement 2023-2025**

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### **6.14 Disability**

The College shall pay the premium for Long-Term Disability (LTD) insurance for bargaining unit members. The disability insurance plan shall pay 60% of the employee's monthly earnings rounded to the higher \$1 to a maximum of \$10,000 per month. Details of the disability insurance plan are outlined in the summary plan description. The LTD insurance overview is in Appendix J.

To be eligible for Long-Term Disability (LTD), the bargaining unit member must be in a benefit eligible position effective the first of the month following 30 days from eligibility. In order to qualify for LTD the bargaining unit member must satisfy the required Elimination Period of 90 days. During the 90 day elimination period, the bargaining unit member may be eligible for Family Medical Leave. This policy applies to non-work related illness and injuries. Work-related disabilities are processed through Workers' Compensation and applicable Florida law.

The Maximum Benefit Period for LTD is based on the age of the bargaining unit member at the time of disability. See the LTD insurance overview in Appendix J.

Upon approval of LTD benefits, the bargaining unit member may have the option to apply for a waiver of premium payments for life insurance from his/her life insurance carrier(s) whether the life insurance is through the College or through a private carrier.

### **6.15 Insurance Informational Sessions**

Beginning in September of each academic year, the College may hold scheduled open informational sessions with the College Benefits Advisor, and the UFF-BC Chapter shall be informed of the time, date and place for these sessions. The purpose for these sessions will be to share information concerning the College benefit package and possible changes to that package. The UFF-BC Chapter President may request open informational session for Faculty at which the College Benefits Advisor or designee will participate.

### **6.16 Cafeteria Plan**

The College shall sponsor a payroll deduction plan (Cafeteria Plan (Section 125)) for the payment of insurance premiums, non-reimbursed medical expenses, and day care expenses with pre-tax dollars.

### **6.17 Qualified Retirement Plan**

The College shall sponsor a 401(a), 403(b) and 457(b) Qualified Retirement Plans (i.e., Bencor, TIAA).



## **Collective Bargaining Agreement 2023-2025**

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### **6.20 Personal and Sick Leave**

#### **6.21 Personal and Sick Leave Accrual**

Each employee shall earn one day of sick leave for each calendar month or major fraction of a calendar month of service, not to exceed 12 days for each fiscal year. Sick leave shall be cumulative from year to year.

(Note: Faculty on a 163-day contract may accrue a maximum of 8 sick days per year, Faculty on a 194-day contract may accrue a maximum of 10 sick days per year, Faculty on a 213-day contract may accrue a maximum of 11 sick days per year and Faculty on a 225-day contract may accrue a maximum of 11 sick days per year.)

Each employee may be absent for 4 days each fiscal year for personal reasons, charged to accrued sick leave. Leave for personal reasons shall be non-cumulative.

Faculty members shall, at the beginning date of employment, be credited with 4 days of sick leave with compensation. In the event of termination of employment before the end of the first contract year, the Faculty member's compensation shall be adjusted in an amount necessary to ensure that sick leave with compensation does not exceed the months served.

#### **6.22 Sick Leave Pool**

The Administration and the UFF-BC agree to the formation of a sick leave pool effective January 1, 1990. The following procedures shall apply to the use of the sick leave pool.

##### **A. Membership**

1. Participation in the pool shall be voluntary at all times.
2. In order to join the pool, a Faculty member must have been employed for at least one academic year and have accrued a minimum of 8 days of sick leave.
3. All participants in the pool shall donate 2 days of accrued sick leave to the pool and have their personal sick leave accrual reduced by the same amount.
4. If the sick leave pool becomes depleted, all participating Faculty members shall contribute an additional 1-day of sick leave and have their personal sick leave accrual reduced by that amount. The pool shall be considered depleted when the total number of credits in the pool is 30 days or fewer. The pool shall not be replenished more than 2 times in any 12-month period.

##### **B. Utilization of Pool**

1. Use of sick leave pool credits is limited to the Faculty member's personal illness, accident, or injury.



## **Collective Bargaining Agreement 2023-2025**

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2. Faculty members must have been absent from scheduled duty days for a minimum of 20 duty days and must have exhausted all accrued sick and vacation leave before being eligible to apply for sick leave pool credits.
3. A Faculty member may apply for a maximum of 20 days credit at any one time. A maximum of 40 days may be granted in any 12-month period to an individual Faculty member.
4. Participating Faculty members may resign from the pool at any time. Upon resignation from the pool or from the College, all contributions to the pool and rights to receive leave credits from the pool shall be forfeited.
5. Alleged abuse of the pool shall be investigated and on a finding of wrongdoing, the Faculty member shall repay all of the sick leave credits wrongfully drawn from the pool. Such abuse could also lead to appropriate disciplinary action against the Faculty member.
6. Applications to join the sick leave pool and application for the use of sick leave pool credits shall be made to the Sick Leave Committee. The Committee shall be formed in accordance with Policy 6Hx2-3.08.
7. The Committee shall issue an annual report to each participating employee showing the usage of the pool and the current balance of sick leave credits.
8. The Committee shall develop policies and procedures for the operation of the sick leave pool.

### **6.23 Terminal Leave Pay**

The Board will provide terminal leave pay in the event of resignation, death or retirement under a retirement system administered by the State of Florida. Such terminal leave pay shall equal the daily rate of pay (as defined in Article 5.10, Section F) of the Faculty member at the time of resignation, retirement or death multiplied by 2% for every year of employment up to 25 years or 50% of the total number of accumulated sick leave days accredited to the employee at the time of resignation, retirement or death. Employees who are already above the 50% based on language in the previous Collective Bargaining Agreement (2010-2014)\_shall be capped at the percentage accrued at the time of ratification of this collective bargaining agreement (2014-2016).

If termination is by death of the employee, any terminal leave pay to which the employee may have been entitled shall be made to his designated beneficiary or estate.

If an employee retires and receives terminal leave pay based on unused sick leave credit, all unused sick leave credit shall become invalid. If the employee retires without receiving terminal leave pay benefits and interrupts retirement to return to employment, the employee's sick leave credit shall be reinstated.

The College will make available a report in Workday for each faculty member that provides the terminal leave percentage.



## **Collective Bargaining Agreement 2023-2025**

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### **6.24 Long Term Disability Leave of Absence**

Upon approval of LTD benefits, the College may approve a leave of absence for a time period not to exceed one (1) year. If approved, the College will reassign the bargaining unit member into a position that maintains the bargaining unit member's status as a faculty member and all his/her employment rights including but not limited to maintaining continuity of benefit coverage. Once the bargaining unit member is on LTD leave of absence, the College and the bargaining unit member shall continue to make benefit premium payments for pre-selected and implemented benefit coverages on a monthly basis for up to one year. The College and the bargaining unit member are responsible to make those payments each month in order to continue benefit coverage.

Should the bargaining unit member return from LTD, the faculty member shall be reassigned to his/her faculty position from the which the faculty member was reassigned.

### **6.30 Sabbatical Leave**

#### **6.31 Sabbatical Purpose**

Sabbatical leave is intended to encourage and promote the professional development of the Faculty to enhance their instructional effectiveness as educators. Sabbatical leaves enables Faculty to undertake specific planned activities involving academic study, research, curriculum development, and/or creative works that support teaching and learning excellence of mutual benefit to the Faculty and to the College. The sabbatical leave is part of professional development and should consist of study and/or research or return to industry/business for the purpose of improving the faculty member's effectiveness with students, contributing to the College, or contributing to the scholarship in the faculty member's discipline.

#### **6.32 Eligibility**

Continuing Contract eligible Faculty members who have been at Broward College for at least six years are eligible to apply for sabbatical leave. A Faculty member may not be granted a sabbatical leave until all obligations from any previous sabbatical leave have been fulfilled. Applications for sabbatical leave are limited to once every five (5) years unless there is a compelling opportunity of benefit to the faculty member's academic/professional development (e.g. postdoctoral fellowship, Fullbright scholarship, etc.)

#### **6.33 Types and Number of Regular Sabbatical Leave**

- I. The types of sabbatical leave that may be requested are:
  - A. One full academic year at half pay.
  - B. One major semester (Semester I or Semester II) at full pay.

Pay is defined as the 163-day base salary for Faculty with a 163-day contract or the 163-day base salary plus the adjusted pay (per Article 5.10F) for Faculty with extended contracts. Supplements and extra-pay teaching assignments shall not be included.





## **Collective Bargaining Agreement 2023-2025**

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The number of sabbatical leaves awarded in any academic year shall be determined by the College as a result of the budget process as approved by the Board prior to the start of the fiscal year and will not exceed 3.5% of the total number of full-time Faculty members employed at the beginning of the academic year during which application for sabbatical leave is made.

At the discretion of the College one or more of the total number of sabbaticals available for an academic year may be granted for the purpose of retraining Faculty members.

### **6.34 Repayment Provisions**

Recipients of sabbatical leave shall return to the College and serve one full year for each academic semester of sabbatical leave granted. Preferably, these semesters shall be consecutive. The "alternative" summer semester (Article 7.10A Yearly Workload) shall be considered an academic semester for repayment purposes. If the Faculty member does not remain at the College for the length of time required by this obligation, the Faculty member shall reimburse the College for salary paid during the sabbatical leave. The amount of repayment shall be determined on a pro rata basis according to the number of days worked since the completion of the sabbatical leave compared to the total number of days obligated.

### **6.35 Sabbatical Leave Criteria**

Applications for sabbatical leave shall meet the criteria listed below. Those applications that do not meet the criteria will not be eligible for consideration. The Sabbatical Leave Committee shall evaluate applications based on one of the following criteria:

- A. Initiation or continuation of an advanced degree program in the Faculty member's major, cognate field, or program/course(s) that promotes teaching and learning (e.g. programs and courses in colleges of education, library sciences). These sabbatical applications require a course of study comprised of at least two (2) courses or six (6) credit hours.
- B. Research to support teaching and learning excellence, or research to be submitted for peer review for possible presentation or possible publication,
- C. Writing to be submitted for possible publication,
- D. Creative works in the visual or performing arts that will be submitted for possible exhibition, production, or publication as appropriate,
- E. Development of substantive professional, and/or instructional curriculum materials in the Faculty member's major or cognate field that are designed to advance teaching and learning at the College,
- F. International or national teaching assignments or experiences that make a substantial contribution to Broward College. Faculty who are coordinators in the international program are not eligible for sabbaticals to work with the program. Faculty traveling for this type of sabbatical shall provide a detailed itinerary showing the countries or places to be visited and an approximate timeline for such visitations,





## **Collective Bargaining Agreement 2023-2025**

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- G. For Faculty members in technical areas, work in their specific industry which leads to performance improvement and/or currency of industry standards, or
- H. Research and development of strategies to enhance student learning and/or navigation of the higher education experience.

The Committee will also take into account other factors, such as the recentness of any previous sabbatical leave, completeness of the sabbatical leave applications, and the quality of the narrative justifying the request. No special consideration shall be granted for years of service or experience.

### **6.36 Sabbatical Application Procedures**

Application forms for sabbatical leave (see “Faculty Sabbatical Application” in Appendix K) shall be available online through the Center for Teaching Excellence and Learning. Sabbatical leave shall be requested using the Sabbatical Leave Application form for Faculty and filled out completely with a detailed description of the planned activities and the benefits of the professional growth to the Faculty member and to the College.

Applications for sabbatical leave for the following academic year shall be submitted by November 1<sup>st</sup> to the Associate Dean, for subsequent review and recommendation by the Supervising Dean and Vice Provost of Academic Affairs and received by the College Provost by the end of Semester I prior to the close of the College for the winter break. Applications received after the November 1<sup>st</sup> deadline will not be accepted. Applications that have not been approved by each administrative level will not be forwarded to the Sabbatical Leave Committee for consideration. The Vice Provost for Academic Affairs shall arrange for the first meeting of the Sabbatical Leave Committee and shall transmit copies of the completed and recommended applications to the Committee members prior to the first meeting.

Any requests for changes will be referred to the Academic Dean and the Vice Provost for Academic Affairs for a determination and approval. All requests for changes must be made prior to commencement of the sabbatical leave.

Faculty members who are awarded sabbatical leave shall sign a promissory note (see “Broward College Faculty Sabbatical Promissory Note” in Appendix L) containing the repayment provisions in Sections 6.34, and 6.38.

### **6.37 Limits and Responsibilities while on Sabbatical:**

- a. Unit members on sabbatical leave shall not teach classes at the College while on sabbatical leave unless a class is specifically identified in the application for Sabbatical as integral and necessary to the Sabbatical Leave project.
- b. Unit members on sabbatical leave shall not maintain contractual assignments or responsibilities at the College during the leave period unless such contractual assignment or responsibilities are specifically identified in the application for Sabbatical Leave as integral and necessary to the Sabbatical Leave project.



**Collective Bargaining Agreement 2023-2025**

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**6.38 Sabbatical Reports**

Faculty on a semester sabbatical, will provide a written report to the Committee. Faculty on a year sabbatical, will provide a written report for each semester to the Committee. Within 30 days of return from sabbatical leave, Faculty members shall file a report of their sabbatical leave activities with their Associate Dean and supervising Academic Dean, the President of the UFF-BC, the President of the Faculty Senate, the Sabbatical Committee and the Vice Provost of Academic Affairs. Faculty members shall give a presentation on their sabbatical leave accomplishments at an appropriate college-wide meeting scheduled after the submission of the report. Reports should detail accomplishments in relationship to the approved goals and activities of the sabbatical. In the case of graduate study, an official transcript showing successful completion of the coursework with an average grade of “B” or better shall be deemed sufficient. Failure to submit the required report or transcript to all parties indicated above, or failure to successfully complete the coursework with an average grade of “B” or better, or failure to meet the outcomes of the approved sabbatical as identified by the criteria in 6.35 shall require immediate repayment of the salary paid during the sabbatical leave.

**6.39 Sabbatical Leave Committee**

The President of the UFF-BC in conjunction with the President of the Faculty Senate shall annually nominate five Faculty members, from whom the President of the College shall choose three, to serve on the Sabbatical Leave Committee. The President of the UFF-BC the President of Faculty Senate, and the Vice Provost of Academic Affairs or designee shall serve as ex officio, non-voting members of the Committee. The Committee shall recommend persons for sabbatical leave in a priority order. The Committee shall make its recommendations to the President of the College. The final decision on granting individual sabbatical leave applications rests with the District Board of Trustees.

**6.40 Professional Conferences**

If a Faculty member makes a request for professional leave with pay to attend a professional conference, and it is approved, the Faculty member will be reimbursed to the extent allowable by law for expenses incurred, subject to the availability of funds.

**6.50 Other Benefits**

**6.51 Tuition Reimbursement**

- A. The College agrees to provide financial assistance to those unit members who wish to pursue further educational experiences at institutions other than Broward College. This assistance shall be provided in the form of tuition reimbursement. Tuition reimbursement may be requested for classes and/or courses that are either job related or taken to meet the professional development requirements in Article 7.40 of the Collective Bargaining Agreement. Tuition reimbursement shall be available to all Faculty in continuing contract eligible positions, subject to availability of funds.



## **Collective Bargaining Agreement 2023-2025**

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- B. Tuition reimbursement shall be provided for up to a maximum of 12 credit hours per calendar year per Faculty.
- C. If Faculty are in a 9 credit hour cohort model program, then the Faculty can seek a waiver of the 12 credit hour per academic year limit by submitting the supporting documentation to their immediate supervisor and to the Talent and Culture Department. The waiver shall be awarded so long as the Faculty show that he or she is enrolled in a 9 credit hour cohort model program. When granted, the Faculty is limited to 6 credit hours in the next academic year. This section becomes effective on the date of full ratification of the 2018-2019 Collective Bargaining Agreement and is not retroactive.
- D. The amount of tuition reimbursement per credit or non-credit (Continuing Education) course shall be the actual cost of the course or the average of the in-state tuition rates at Florida Atlantic and Florida International Universities, whichever is lower.

The amount of tuition reimbursement per course for Professional Development shall be the actual cost of the course or the average of the in-state tuition rates at Florida Atlantic and Florida International Universities, whichever is lower.

- Tuition reimbursement shall be provided for no more than 12 credits per academic year for the actual tuition paid by the employee at any regionally accredited degree granting college or university at the current year basic in-state tuition rate of the average of the in-state tuition rates at Florida Atlantic and Florida International Universities or the actual tuition rate of Florida Atlantic or Florida International Universities if attending one of those institutions.
  - Faculty who receive federal financial aid, grants or scholarships must apply this aid first to the cost of tuition before applying for tuition reimbursement.
  - Reimbursement for dissertation credits will be limited to 20% above the minimum number of dissertation credits required for the degree program. The initial request for reimbursement of dissertation credits must be accompanied by a catalog description stating the minimum number of dissertation credits required.
- E. In order to be eligible for tuition reimbursement, instructional Faculty must receive approval from the immediate supervisor, the Pathway Dean, the Vice-Provost of Academic Affairs, and the Executive Director of Talent and Culture prior to enrollment in the course. Faculty in the counseling area must receive prior approval from the Dean of Students, the Vice-Provost of Student Services, and the Executive Director of Talent and Culture prior to enrollment in the course. Faculty librarians must receive prior approval from the immediate supervisor; Dean, Libraries and Academic Success Centers; Campus President and the Vice-Provost of Teaching Excellence & Learning; and the Executive Director of Talent and Culture.
- F. In order to receive tuition reimbursement for a completed course, the Faculty member must receive a grade of "C" or better.



## **Collective Bargaining Agreement 2023-2025**

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- G. A Faculty member receiving tuition reimbursement shall sign a promissory note stating that the funds shall be repaid to the College if the Faculty member leaves the College within one year from the date of completion of the course.
- H. All approval forms, transcripts, and fee receipts shall be submitted to the Office of Talent and Culture for processing within 90 days of the end of the course.

### **6.52 Tuition Assistance for Faculty, Spouses, Domestic Partners and Dependent Children**

The Board shall permit full-time personnel, their spouses, or domestic partner and their dependent children (as defined by the Internal Revenue Service) up to age 24 who meet Broward College admission requirements, to enroll in a maximum of 6 credit hours or equivalent hours per semester without payment of matriculation or tuition fees. Each spouse, domestic partner or dependent, under this clause, will be limited to a total number of hours of the chosen degree program, not to exceed 80 credit hours for 1000 and 2000 associate degree-level courses excluding remedial coursework and 80 hours for 3000 and 4000 bachelor degree-level courses. The employee, dependent, spouse, or domestic partner will be required to reimburse the college for any course attempt in which the employee, dependent, spouse, or domestic partner does not receive a grade of 'C' or better. Employees, spouses, domestic partners or dependents who receive federal financial aid, grants or scholarships must apply this aid first to the cost of tuition before applying for tuition assistance.

### **6.53 Direct Deposit**

The College will provide for direct deposit of paychecks to the financial institution of the Faculty member's choice.

### **6.54 Tax-Sheltered Annuities at Retirement**

The College will pay terminal leave pay at retirement directly to a previously approved tax-sheltered annuity program, at the request of the retiree and consistent with appropriate laws and regulations.

### **6.55 Qualified Retirement Plan**

A 401(a) Qualified Retirement Plan shall be a benefit of the faculty (e.g., the Bencor Plan).

### **6.56 Faculty Parking Stipend**

Faculty assigned to the Willis Holcombe Center shall receive a stipend to cover the cost of parking at the Willis Holcombe Center as designated by the College.



**Collective Bargaining Agreement 2023-2025**

**ARTICLE 7**

**7.00 Faculty Work Conditions**

**7.10 Yearly Work Load**

An academic year (df) shall be defined as encompassing the period from August 16 to August 15 of the next year. The four contract lengths (see Article 5.10) fall within this time period.

The normal contract length (df) in terms of days shall be 163. Each Faculty normally shall be assigned to the Fall Semester and the Spring Semester. For contract lengths exceeding 163 days, see “D” below.

**A. Normal Teaching Load:**

The teaching load for instructional Faculty shall be based on the following:

1. Credit Hours: In terms of credit hours, the normal teaching load shall be 15 credit hours each in the Fall Semester and the Spring Semester.
  - a. The maximum number of credit hours shall be 30 per contract year (i.e., 163 days).
  - b. The maximum number of credit hours shall be 36 per contract length for Faculty with a 194 duty day contract length.
2. Contact Hours: In terms of contact hours, the minimum shall be 15 and the maximum shall not exceed 20 per week during each Fall Semester and each Spring Semester. The maximum shall be 40 per contract year.
3. A Faculty’s yearly contract shall be satisfied when one of these maximum values has been reached.

Upon agreement between a Faculty, immediate supervisor and the College and in accordance with the needs of the College, a Faculty may substitute part or all of an alternative semester [i.e., the Summer Term(s) plus the necessary number of remaining duty days within the same academic year whether the remaining duties are scheduled during the Fall Semester or during the Spring Semester to satisfy the contractual duty day obligation] work schedule for a Fall or Spring Semester work schedule. The option of substituting the alternative semester shall not be considered an obligation upon the College or the Faculty, must be approved before the start of the semester during which the faculty will be absent, the required duty days (i.e. 81 or 82) must include summer session 1 or a combination of summer session 2 and summer session 3 and the number of days the Faculty will be absent must be consecutive (session df: see Article 7.20.A.4). However, should a Faculty request the alternative semester scheduling due to a condition or event consistent with a Family and Medical Leave Act (FMLA) qualifying event, the College will exhaust every possible effort to accommodate such a request. If the alternative semester is substituted for the Fall or Spring Semester, the Faculty must still meet the contractual duty day obligation as defined above. Faculty receiving this alternative scheduling shall sign a promissory note (see Appendix M) stating that the salary received shall be repaid to the College for the contractual duty days not worked.



## **Collective Bargaining Agreement 2023-2025**

These limits reported shall not preclude Faculty who choose to do so from teaching extra-pay classes in the Fall Semester, the Spring Semester, and/or Summer Sessions.

### **B. Adjusted Credit Hour (in conjunction with Appendix B Worksheet):**

In classes (laboratories, clinics, studios, etc.) in which contact hours exceed credit hours, adjusted credit hours shall be used to determine the normal load. An adjusted credit hour is determined by totaling the number of credit hours per semester and contact hours per week, based on a full 16-week semester, and dividing by two. Faculty who generate more than 30 adjusted credit hours for regular teaching load shall be paid for any excess credit hours at their appropriate extra-pay lecture rate (per Article 5.31). In addition, Faculty who generate more than 30 contact hours for regular teaching load shall be paid for any excess contact hours at the appropriate extra pay laboratory rate (per Article 5.32 and Appendix B Worksheet). For Faculty teaching loads that exceed both 30 adjusted credit hours and 30 contact hours, the excess adjusted credit hour payment shall be calculated and paid first. The number of excess adjusted credit hours paid shall then be subtracted from the total contact hours, and the new contact hour total will be used to calculate the excess contact hour payment. This excess is to be computed each year at the end of the Faculty's contract year.

In the limited instances in which more than one Faculty is assigned to a course section, the course credit hours assigned to a Faculty for purposes of that Faculty satisfying their load obligations will be pro-rated based on the number of contact hours assigned by Associate Dean/immediate supervisor to each Faculty. Thus, the formula to be applied is as follows: credit hours for load = assigned contact hours divided by total contact hours of course section multiplied by the total credit hours of the course section. To the extent that any extra pay assignments are also assigned in this manner, Faculty may also be assigned to course sections that combined meet the extra pay credit hour limits.

Example: A course section is two (2) credits and has eighty (80) contact hours. Faculty A is assigned fifty (50) contact hours. The credit hours for purposes of satisfying Faculty A's load requirements are 1.25 credit hours ( $50 / 80 = .625$ ;  $.625 \times 2 = 1.25$  credit hours). Faculty B is assigned thirty (30) contact hours. The credit hours for purposes of satisfying Faculty B's load requirements are .75 credit hours ( $30/80 = .375$ ;  $.375 \times 2 = 0.75$  credit hours).

### **C. Reassignments:**

For the purposes of this article, yearly teaching load for Faculty who completed a 3 credit hour reassignment will be calculated as 3-credit hours and 3 contact hours.

### **D. Longer Contracts:**

A longer contract (per Article 5.53) will be implemented for Faculty assigned to programs/areas requiring more than a 163-day, that is, Fall Semester and Spring Semester contracts. These Faculty members will be paid at their daily rate of pay (per Article 5.10.D.3) with all associated fringe benefits.

**[Note:** The disciplines/programs/areas that require longer contracts than the 163-day contract are listed, for informational purposes only, as an addendum (see Appendix C) to this Collective Bargaining Agreement. This program list may be revised annually as needed by the College.]





## **Collective Bargaining Agreement 2023-2025**

### E. Counselors/Librarians:

The annual calendar for Counselors and Librarians will be August 16<sup>th</sup> – August 15<sup>th</sup> based on a 194-duty day, 213-duty day, or 225 duty-day contract. These Faculty shall meet with their respective supervisors during the Spring Semester to determine a schedule of duty days for the August 16 – August 15 calendar. Factors to be considered when determining the Faculty's schedule shall be based on campus needs, a calendar that sufficiently varies, alternates and appropriately staggers non-duty days, and at all times provides adequate staffing. A Faculty may request a consecutive three-week non-duty day period annually. Some workdays may include evening and weekend duty to fulfill any additional days beyond their respective contracts, and to provide for the personnel needs within their respective areas. These Faculty may work, as needed, additional days outside the 194-day, 213-day, or 225-day contract and be compensated at a daily rate of pay.

### F. Aviation Maintenance:

All Aviation Maintenance Faculty shall be assigned a 163-day contract. The minimum base salary shall be determined by adding additional 12 percent to the equivalent 163-day Faculty Salary Schedule. The additional salary provides compensation for a normal teaching load consisting of 400 contact hours per Semester. The College shall not make any additional credit/contact hour compensation adjustments for a normal teaching load.

Aviation Maintenance Faculty normal workweek for the Fall and Spring Semesters is 35 hours per week including:

1. a minimum of 30 hours of posted classroom instruction and office hours on campus, and
2. five (5) hours physically on campus for professional obligation(s), except for virtual meetings or off-campus professional development activities.

Aviation Maintenance Faculty, who voluntarily agree to teach an additional 400 contact hours scheduled and available for the Summer Term-Session I, as determined and assigned by the College each year, shall be compensated at one-half the amount of their current 163-day salary. Such Aviation Maintenance Faculty will be considered employed full time and shall continue to receive earned benefits and leaves throughout the Summer Term.

Aviation Maintenance Faculty who voluntarily agree to teach fewer than the additional 400 contact hours shall be compensated and shall receive the earned benefits referenced above on a prorated basis. The prorated amount shall be based on one-half of their current 163-day salaries.

### G. Institute of Public Safety (IPS) PSAV Faculty

IPS PSAV Faculty will work a 213 duty day or a 225 duty day year with a normal workweek of 35 hours. On average, that will include 30 hours of contact hours per week. Based upon the demands of the program, in a particular week an IPS PSAV Faculty workweek may include less or more than 30 contact hours. However, by the end of the contract year, they will have averaged 30 contact hours per week in PSAV or Continuing Workforce Education courses. This totals 1,278 contact hours for the 213 duty day contract year and 1,575 contact hours for the 225 duty day contract year.



## **Collective Bargaining Agreement 2023-2025**

Factors to be considered when determining the Faculty's schedule shall be based on campus needs, a calendar that sufficiently varies, alternates and appropriately staggers non-duty days, and at all times provides adequate staffing for the high liability courses they are assigned to. If at the end of the contract year, an IPS PSAV Faculty has worked more than the 1,278 or 1,575 contact hours, then the Faculty will be paid for the additional classroom instructional hours prorated based upon their daily rate of pay.

IPS Firearms Instructors may act as range masters and armorers as needed to fulfill the needs of IPS and students enrolled in police academy programs.

### H. Unexpected Campus Closures

On occasion there may be an official College/Campus closure during regularly scheduled duty days due to unforeseen circumstances. If instructional faculty are required to make up the missed instructional class time due to licensure or certification requirements of their respective programs, then such faculty will be paid for additional teaching hours at 50% of their hourly rate of pay.

Classes can be cancelled only by the College administration; Faculty have no authority to dismiss class early or cancel class, or to reschedule a class meeting days, times, or to change permanent location. Classes shall not be moved to alternative locations without advance approval of the Associate Dean except for exigent circumstances when a note will be placed on the door or otherwise conspicuously placed. In the case of an emergency, classes may be cancelled or rescheduled by the College or Faculty, though, in the event of an unforeseen circumstance Faculty should first make an attempt to notify the immediate supervisor before canceling, rescheduling or moving a class. If the immediate supervisor cannot be located, the Faculty should make an attempt to relocate the class before cancelling the class and notify the immediate supervisor of such as soon as possible.

### I. Flexible Schedules

With the consent of the College, Faculty may opt to teach their annual teaching loads of 30 adjusted credit hours by teaching 18 adjusted credit hours in the Fall Semester and 12 adjusted credit hours in the Spring Semester.

## **7.20 Professional Obligations**

The Administration and the UFF-BC acknowledge the professional integrity of the Faculty. The responsibilities of Faculty include but are not limited to:

- teaching,
- student consultation,
- course preparation,
- review of course outlines,
- grade processing,
- preparation of syllabus,
- responding to current student inquiries as specified in the course syllabus by the end of 2 full duty days following the date of receipt of the inquiry (e.g., inquiry is sent on Monday, a Faculty





## **Collective Bargaining Agreement 2023-2025**

has until Wednesday at 11:59 p.m. to respond) barring extenuating circumstances (e.g., illness, travel, conference attendance).

+e.g., For student inquiries received on a Friday, Faculty shall respond by 11:59 p.m. on the following Tuesday unless the Tuesday is a non-duty day (e.g., a College recognized holiday).

+e.g., College recognized holidays are non-duty days, so are not included in the 2 full duty day count.

-committee work (e.g., College Standing Committees, Pathway meetings, College Academic Area Meetings, Discipline Meetings, Campus Department Meetings, Faculty Senate, UFF-BC activities related to the implementation of the Collective Bargaining Agreement as well as ad hoc committees), or in service to the College.

+When practicable virtual access (e.g., ZOOM, TEAMS, SKYPE) may be offered to Faculty as an option for participating in committee work and college-wide faculty meetings. Such virtual participation, even if done away from a physical campus, shall satisfy the on-campus requirement.

-participating in assessment pursuant to Article 7.80 of the Collective Bargaining Agreement.

An office hour schedule will be developed by each Faculty and posted to a Faculty's office door and within the College's Learning Management System by the end of the first week of class of each semester and/or term. The schedule shall satisfy the requirements of Article 7.20.

The aforementioned office hour schedule also shall be entered in the College's "Faculty Schedule" form (once an electronic version of this form is designed and mutually accepted) by the end of the first week of class of each semester and/or term. The "Faculty Schedule" form shall be submitted to the Associate Dean/immediate supervisor for verification of the number of office hours (see below).

### A. Instructional Faculty:

The typical weekly schedule (weekly schedule) for each instructional Faculty shall reflect a 35-hour workweek with at least 30 hours per week on a physical and/or virtual campus. On days when a Faculty has an on-campus teaching assignment, then the weekly schedule shall reflect no fewer than 4 hours per day on campus. On days when a Faculty does not have an on campus teaching assignment, then the weekly schedule shall show no fewer than two hours per day on campus (for an alternative to this five (5) day requirement, see 1 below). The 30 hours per week on campus shall reflect the following:

1. The thirty (30) hour on campus obligation can be satisfied within four days provided that each day of a Faculty member's submitted schedule showing seven or more contractual obligation hours, one hour for each of those days may be subtracted from any other day.

If in the implementation of this option, a Faculty member's weekly schedule results in no teaching or office hours or any other obligation on a fifth day, the Faculty member is not excused from his or her professional obligations or responsibilities on the fifth day so long as a seventy-two (72) hour notice from administration has been provided to the Faculty member.



## **Collective Bargaining Agreement 2023-2025**

2. Instructional contact hours as defined in Article 7.10. When a Faculty member is absent from teaching a scheduled class such absence must be reported as a time off request using the appropriate request channel (i.e. Workday).
3. The thirty (30) hour on campus (physical and/or virtual) weekly schedule, excluding extra-pay assignment(s), requires:
  - a. Five (5) on campus hours for professional responsibilities
  - b. Twenty-Five (25) hours of student contact:
    - i. At least fifteen (15) course contact hours
    - ii. The balance of the twenty-five (25) hours for office hours
  - c. Instructional Faculty's weekly schedules shall reflect a minimum 25 hours of combined classroom contact and posted office hours available to students each week (e.g., 15 classroom contact hours plus 10 posted office hours; 17 classroom contact hours plus 8 posted office hours; 12 classroom contact hours plus 13 posted office hours. The office hours are determined after course contact hours are determined).
  - d. Fully Online instructional Faculty shall use the College's learning management system and other College supported technologies for a minimum of 25 hours for combined course contact and posted office hours that shall be available to students each week. For fully online Faculty, five (5) hours for professional responsibilities shall be on a physical campus (if applicable).
  - e. For Faculty teaching BC Online Live courses:
    - i. The virtual and face-to-face office hours shall be proportionate to the BC Online Live courses and face-to-face courses taught.
    - ii. Faculty may conduct this (these) and hold their associated office hours from either a physical campus location or an off-campus location.
4. Extra-pay that exceeds load (i.e., 15 credits) requires additional office hours to be distributed equally throughout a semester, term, or consecutive sessions [session (df): within a semester and Summer Term, "session" denotes a 16 week period, 12 week period, 8 week period, or 6 week period]. The additional office hour computation is based on eight office hours distributed equally through a 16-week semester per 3-credit hour course (see Article 2.83.D.4).
  - 8 hours = 480 minutes
  - 480 minutes/3 credits = 160 minutes/1 credit



**Collective Bargaining Agreement 2023-2025**

Credits above 15	Additional Office Hours per Week 16-Week Semester	Additional Office Hours per Week 12-Week Session/Term	Additional Office Hours per Week 8-Week Session	Additional Office Hours per Week 6-Week Session
.5	5 min.	7 min.	10 min.	13 min.
1	10 min.	13 min.	20 min.	27 min.
1.5	15 min.	20 min.	30 min.	40 min.
2	20 min.	27 min.	40 min.	53 min.
2.5	25 min.	33 min.	50 min.	67 min.
3	30 min.	40 min.	60 min.	80 min.
3.5	35 min.	47 min.	70 min.	93 min.
4	40 min.	53 min.	80 min.	107 min.
4.5	45 min.	60 min.	90 min.	120 min.
5.0	50 min.	67 min.	100 min.	133 min.

The hours available for student consultation should, when practicable, be complementary to the teaching schedule, and shall be contained in the syllabus or the syllabus will contain a statement that the hours available for student consultation are posted on the outside of an individual the Faculty's office door and in the College's Learning Management System.

5. On-Campus Hours for-Faculty who teach Blended Classes

For blended classes, Faculty are not required to be on a physical campus when the class is not face-to-face. For 50% online and 50% on-campus (i.e., a physical campus) blended classes, Faculty shall use the table below to determine the number of hours they can deduct from the contact hours of their physical on-campus schedule.

Reduction of On-Campus hours for 50/50 blended classes			
Class Credits	Session 1 (16 Weeks)	Sessions 2 & 4 (8 Weeks)	Session 3 (12 Weeks)
1	30 min	1 hr	40 min
2	1 hr	2 hr	1 hr 20 min
3	1 hr 30 min	3 hr	2 hr
4	2 hr	4 hr	2 hr 40 min
5	2 hr 30 min	5 hr	3 hr 20 min
6	3 hr	6 hr	4 hr

Blended classes with a different percentage of online and on-campus time will be adjusted proportionally.

The teaching of blended or online classes shall not affect the faculty member's obligation to maintain the 35-hour work week or the 30-hour on campus requirement whether virtually on campus or on a physical campus as described in Section A of Article 7.20.

For blended classes, the class time, whether virtual or face-to-face, must be shown on the Faculty's typical weekly schedule.



## **Collective Bargaining Agreement 2023-2025**

During final examination week, the typical workweek schedule shall not apply. Instructional Faculty members are required to meet all professional responsibilities with no fewer than 2 hours per day on campus. Instructional Faculty members must meet with his/her class during the scheduled final exam period for the purpose of administering a final exam or to engage in other educational activity.

### B. Grade Appeal Process:

The following procedure shall be in effect in cases when a Faculty member will be off-duty for an upcoming semester and will be incapable during the entire first month of that semester of being present in the event of a student grade appeal pertaining to the most recent semester for which the Faculty member was on-duty. Prior to his/her departure, the Faculty member shall provide the appropriate Associate Dean with a copy of the course grade book records. The purpose of this procedure is to provide supporting documentation in the event of a course grade appeal by a student, that the Faculty member followed the College grading policy as specified in:

- The Catalog
- *Broward College Policy Manual*
- *Broward College Faculty Staff Handbook*
- Faculty member's syllabus

These records must provide sufficient data and values for all the elements considered in determining the student's final grade. These records are to be used only when it is determined that the Faculty member is unable to be present during the Grade Appeal Process. All copies of these records will be returned to the Faculty member at the end of a formal Grade Appeal Process or when the Faculty member returns to campus. The Faculty members reserve the right to appoint a Faculty member to represent them in any Grade Appeal during their absence.

### C. Counselors/Librarians:

The typical weekly schedule for each Faculty Counselor and Faculty Librarian shall reflect a 5-day, 37.5-hour workweek. Since professional activities are part of a Faculty member's professional responsibility, on the average over a semester or the summer term, three hours of the Counselor's or Librarian's on-campus weekly schedule may be used for professional activities subject to the approval of the immediate supervisor.

### D. Course Syllabus:

All Faculty members shall develop a syllabus for each course section they teach and post it in the Broward College Syllabus Library via the College's Learning Management System.

1. The syllabus shall be posted in the Broward College Syllabus Library via the College's Learning Management System sixty (60) days before the start of a session and must include but not be limited to the following:
  - a. Course information: Course name and number, total number of credits, and modality
  - b. Course pre-and co-requisites



**Collective Bargaining Agreement 2023-2025**

- c. Class meeting information: days, times and locations
- d. Name of Faculty member teaching the course
- e. Name of textbook(s), author, edition and publisher, required materials, required supplemental material, or open educational resources
- f. Course description, general outcomes (and specific learning outcomes if required for accreditation) as provided in the most current and approved course outline
- g. Student expectations
  - i. Class attendance policy
  - ii. Class participation policy
  - iii. Withdrawal policy
  - iv. Late work policy
  - v. Academic Honesty Policy (consequences of cheating, plagiarism, etc.)
  - vi. Computer knowledge/skills policy
- h. Office hours available for student consultation
- i. Grading Policy: The elements and factors (to include points and/or weights) that will determine the final course grade, including the grading scale.
- j. Office location(s), office phone number and college e-mail address

Faculty scheduled to teach in the fall semester are encouraged to develop and post their fall semester syllabi no later than the last duty day of the prior spring semester. If this posting is done beyond contract length, and prior to the sixty (60) day deadline, there shall be no expectation of compensation.

2. One day before the start of a session, in addition to the elements listed above in 7.20.D.1., the syllabus available to students in the College’s Learning Management System shall also include but not be limited to the following:

- a. Methods of evaluation
- b. A tentative course schedule to include assignment due dates as well as the dates and times when classes will meet during Finals Week
- c. Office/Student hours available for student consultation or a statement that the hours available for student consultation are posted on the outside of a Faculty member’s office door and in the College’s Learning Management System
- d. Emergency contact information
- e. Statements regarding the availability of student resources including Accessibility Resources, Student Outreach Services (SOS), Libraries/ASC (if applicable), and other resources deemed applicable by a Faculty

**E. Faculty Responsibilities Relative to Student Class Attendance:**

It is the responsibility of each faculty member to formulate an attendance policy for the courses he/she teaches and to ensure that the policy is communicated in writing in the course syllabus. Members of the Faculty are expected to exercise good judgment in the formulation, implementation, and application of their attendance policies. Faculty are also responsible for verifying enrollment of students in accordance with Policy and Procedure 6Hx2-5.11.



## **Collective Bargaining Agreement 2023-2025**

### F. Summer Searches

In responding to a request from the administration, Faculty who consent to serve on a search committee during the summer will be paid at the flat rate of \$500 per search. The search committee will not meet in person more than three times in the summer. This service will not relieve them of non-teaching professional obligations during the fall or spring semester. Daily rate of pay is not applicable to this section.

### **7.30 Working Conditions and Environment**

- A. Faculty members shall have access to their offices and appropriate College facilities during hours beyond the ordinary workday and workweek.
- B. Faculty are entitled to a safe, respectful and non-retaliatory working environment and every effort shall be made to ensure that all conditions conform to statutes relative to safe working conditions.
- C. As a means of supporting and centralizing this effort, the Faculty members of the College's Health and Safety Committee shall be appointed by the UFF-BC President.

### **7.40 Professional Development**

The Administration and the UFF-BC acknowledge that professional growth is important, should be encouraged, and should be an integral component of a Faculty member's successful evaluation.

New Faculty Institute for non-continuing contract Faculty in continuing contract eligible positions:

Faculty members hired into a continuing contract eligible faculty position are required to attend the New Faculty Institute (NFI) during the first five years after their initial date of employment. The New Faculty Institute (NFI) is an expanded orientation program intended to acclimate new continuing contract eligible Faculty to Broward College's expectations, norms and resources as well as to improve instruction. This five-year program has its emphasis on student learning and faculty retention.

#### Continuing Contract and continuing contract eligible Faculty:

Starting from the initial date of employment in a continuing contract eligible position, newly hired Faculty members shall complete 12 professional clock hours per year through participation in their NFI cohort.

The professional development cycle for continuing contract eligible faculty hired prior to August 2024 Collective Bargaining Agreement shall end on July 31, 2024 and be deemed complete. Until Continuing Contract is awarded, continuing contract eligible faculty on annual contracts will complete 12 professional development clock hours per year, for the cycle commencing August 1, 2024. After Continuing Contract, faculty will enter into a 2-year, 24 clock hour professional development cycle followed by 3-year professional development cycles.



## **Collective Bargaining Agreement 2023-2025**

Continuing contract faculty shall complete 36 clock hours of professional development every three years.

Professional development may be comprised of graduate and/or undergraduate study in their discipline with 3 semester hours equivalent to 36 clock hours, and/or relevant instructions skill fields, or equivalent educational experiences, or a combination of the preceding. Coursework and/or equivalent educational experience should update or improve Faculty members' ability to function effectively in their discipline area and better facilitate students' learning. Faculty's professional development requirement shall be focused on Teaching and Learning Excellence. Teaching and Learning Excellence at Broward College is characterized by the following core values: Fostering a Supportive Learning Environment, Assessment and Reflection, Continued Learning in Area of Discipline, Continued Learning of Evidence-Based Best Practices, Technology to Enhance Instruction. Faculty shall indicate how they have met this professional development requirement on their self-evaluation form.

Equivalent educational experience which meets the professional development requirement specified above may include, but are not limited to:

- (1) Authoring juried publications such as journal articles or books
- (2) Editing journal articles, books, or professional works related to a faculty member's discipline(s)
- (3) Attending or participating in a professional workshop related to discipline or instruction
- (4) Presenting a paper at a professional conference
- (5) Obtaining continuing education (credit or non-credit) related to the faculty member's discipline(s)
- (6) Maintaining licenses or certification in specialized areas
- (7) Exhibiting in a professional gallery or its equivalent, featuring a significant number of recent (past 3 years) creative works.
- (8) Directing or participating in a performance or recital when not part of load
- (9) Obtaining work/field experience in areas where graduate courses are not available
- (10) Designing or constructing education equipment that advances the state of the art.
- (11) International or national teaching assignments or experience.
- (12) CTEL workshops, seminars, and courses
- (13) Workshops, seminars, and courses not offered by CTEL that focus on Fostering a Supportive Learning Environment, Assessment and Reflection, Continued Learning In Area of Discipline, Continued Learning of Evidence-Based Best Practices, and Technology to Enhance Instruction.

Graduate coursework in the discipline area and all Continuing Education Units (CEU's) approved by the appropriate licensing or certifying agency shall be accepted without prior approval. (The Faculty member will submit attendance documentation).

The other mechanisms for fulfilling Faculty's professional development should be developed and tentatively approved by the Faculty member's immediate supervisor, Pathway Dean and Vice Provost of Academic Affairs.

If Faculty are denied approval of their professional development activity, the denial may be appealed to a Faculty Professional Development Review Committee. This Review Committee will consist of three continuing contract Faculty members and, if possible, it shall reflect the





## **Collective Bargaining Agreement 2023-2025**

appellant's academic area. The UFF President shall appoint one member, the Vice Provost of Academic Affairs shall appoint the second member, and the first two members shall complete the Committee by choosing a third Faculty member. The recommendation of this Committee shall be submitted to the Vice provost of Academic Affairs for final resolution.

Any Faculty members accepted into the FRS DROP Program and in the last two years of the DROP period shall be exempt from the terms and conditions of this article.

Since professional development is part of a Faculty member's professional responsibility, up to three hours of the Faculty member's on-campus weekly schedule may be used for completing professional development.

### **7.41: Aligning the Professional Development and Faculty Evaluation Cycles**

To align the professional development and faculty evaluation cycles, adjustments to the current professional development and faculty evaluation cycles must be made. It is acknowledged that during this transition, some faculty may be required to adjust to a longer or shorter professional development cycle in order to align the two cycles. Once cycles are aligned, annual contract faculty should be on a yearly professional development and faculty evaluation cycle; continuing contract faculty should be on a 3-year professional development and faculty evaluation cycle. For the purposes of this article, professional development and faculty evaluation cycles shall be aligned if the professional development cycle ends in July and the faculty is scheduled to be evaluated in the next spring semester.

Continuing Contract Faculty:

- I. For faculty whose professional development and evaluation cycles are already aligned, no schedule change to either cycle will be made.
- II. For faculty with evaluation cycles due Spring 2025; Spring 2026, and Spring 2027:
  - a. Faculty shall have their professional development requirement evaluated on the most recently completed professional development cycle, no matter when it ended.
  - b. The current professional development cycle will be extended to July 31, 2027; July 31, 2028; and July 31, 2029, respectively.
  - c. Thereafter, the professional development and evaluation cycles should be and should remain in sync.

Annual Contract Faculty:

Annual Contract Faculty shall be removed from the 3-year professional development cycle. In keeping with the nature of the annual contract, their professional development requirement will be 12 professional development clock hours per year.

- I. For faculty hired by August 2024:
  - a. The yearly 12 professional development clock hour requirement will be fulfilled by participation in the 5-year New Faculty Institute cohort.
  - b. Faculty enter into the 2-year professional development cycle upon being awarded continuing contract.
  - c. Then, faculty enter into the 3-year professional development cycle.





## **Collective Bargaining Agreement 2023-2025**

- d. Thereafter, the professional development and evaluation cycles should be and should remain in sync.
- II. For faculty hired prior to August 2024:
  - a. Faculty shall have their professional development requirement evaluated on the most recently completed professional development cycle, no matter when it ended. The current professional development cycle will end July 31, 2024.
  - b. For annual contract faculty in years 3 - 7, any professional development hours accumulated in the less-than-3-year cycle will be credited to the new cycle.
  - c. For annual contract faculty in years 1 or 2, NFI completion, even if no credit hours were awarded, will be considered fulfillment of the professional development requirement for the 2024 evaluation cycle. Any professional development hours accumulated in the first two years will be credited to the next professional development cycle.
  - d. The new professional development cycle will commence Aug. 1, 2024 and will end July 31, 2025 and shall continue yearly while on annual contract.
  - e. Faculty enter into the 2-year professional development cycle upon being awarded continuing contract.
  - f. Then, faculty enter into the 3-year professional development cycle.
  - g. Thereafter, the professional development and evaluation cycles should be and should remain in sync.

### **7.50 Faculty Evaluation**

#### Purpose:

The purposes of evaluation are to:

1. promote the highest quality instruction for teaching and learning,
2. encourage the highest quality performance by Faculty,
3. encourage professional growth and development of Faculty,
4. review the effectiveness of instruction and service to students and to use the results to improve instruction and service to students, and
5. evaluate Faculty job performance.

#### Instruments:

The instruments of the summative Faculty Evaluation shall be based on consideration of the following:

- the Faculty's self-assessment,
- student opinion of instruction surveyed during the period of the evaluation cycle,
- classroom observation by the Associate Dean/immediate supervisor, and
- if applicable, criteria from accrediting bodies may be utilized as part of a Faculty's evaluation.



## **Collective Bargaining Agreement 2023-2025**

In addition, annual contract faculty shall submit a portfolio that aligns with criteria set forth in Article 2.22.4 that includes examples and documentation of the following:

- professional development
- college activities
- lead indicators for student success
- service to the department, college and community
- co-curricular engagement
- evidence of effective teaching practices
- contribution to the academic/scholarly community (such as but not limited to papers published, participation on panels, presentations at conferences, creation of blogs)

For faculty hired prior to August 15, 2024, the development of the portfolio is eligible for 12 hours of professional development. These hours will be granted upon submission of the portfolio to the Continuing Contract Review Committee in Year 5. For faculty hired after August 15, 2024, development of the portfolio will be part of NFI.

### Timetables:

Annual Contract Faculty shall be evaluated at least once annually by the Associate Dean/immediate supervisor using the Summative Evaluation Form. The Faculty shall be advised of the academic semester during which such annual evaluation will be made (See Article 2.22.4 for criteria for evaluating annual contract Faculty).

Continuing Contract Faculty shall undergo a post continuing contract award performance review once every three years.

### Criteria for Faculty Evaluation:

- a. All Faculty are required to complete professional development pursuant to Article 7.40 Professional Development.
- b. Each Faculty is expected to engage in activities for the College, including, but not limited to: teaching, student consultation, preparation, committee work (e.g., College Standing Committees, pathway committees, campus committees, or academic department committees), pathway and campus academic discipline meetings, Faculty Senate, and other activities related to the implementation of the Collective Bargaining Agreement or in service to the College) [i.e., the amount of committee work, service, etc. is quantifiable/countable] (CBA Article 7.20 Professional Obligations). Community service engagement is optional.
- c. The Faculty has met his/her in-load requirement or equivalent.
- d. The Faculty completes his/her professional obligations within established timelines. (CBA Article 7.20 Professional Obligations.
- e. The Faculty is prompt and regular in attendance at classes, office hours, department meetings, and college-wide meetings.



## **Collective Bargaining Agreement 2023-2025**

- f. To facilitate student learning, as applicable, Faculty will:
- provide regular and frequent response to students' academic needs both in and out of the classroom;
  - make use of student engagement strategies in class;
  - provide prompt, timely, and constructive feedback to students regarding assessments. As a general guideline and as practicable, feedback should be provided within one week after the due date for 6-week and 8-week courses, within two weeks after the due date for 12 and 16 week courses;
  - provide adequate time on tasks as delineated in the syllabus pursuant to Article 7.20.D and realistic expectations with relevant assignments;
  - use the course outline as a minimum standard, setting high expectations that includes but are not limited to clarification of course expectations, explanations of consequences for not completing work, expectations of student participation, and referrals to support services such as Academic Success Centers, and SOS;
  - incorporate a variety of teaching methods in an effort to engage students in their learning; and
  - include alternative strategies as determined by the Faculty.
- g. Professional development shall be an integral component of continuing contract consideration for a Faculty. Faculty shall maintain currency in content and scope of their discipline area knowledge by pursuing coursework and/or equivalent educational activities (e.g. professional conference attendance (CBA Article 7.40 Professional Development))
- h. Faculty shall effectively utilize employer feedback for all workforce education programs (A.A., A.S., A.A.S., B.S., B.A.S., B.S.N) and certificate programs, to enhance instruction and to effectuate curriculum change.
- i. Service to the department, pathway, and College, pursuant to CBA Article 7.20 (Professional Obligations) that includes active participation in college-wide shared-governance (CBA Article 2.81), campus shared-governance (CBA Article 2.82), department shared-governance (CBA Article 2.83), and curriculum development (CBA Article 2.84).
- j. Regular participation in fulfilling the requirements of Article 7.80 (Assessment) as a measure of student learning outcomes.

### **The Faculty Evaluation Process:**

The procedures, forms, and timelines to be used for the Faculty Evaluation are contained in the Collective Bargaining Agreement Appendix G. The evaluation of a Faculty is not to be used to establish a quantitative comparison with peers.

- a. Classroom observation(s) are required each semester of annual contract Faculty for the first two years of the probationary period and annually thereafter. Classroom observations are required of continuing contract faculty at least once every three (3) years concurrent with a Faculty's three year evaluation cycle. In-class observations shall last a minimum of 30 minutes. Faculty teaching outside of their home department may be observed by the Associate Dean/immediate supervisor who has assigned those course sections.



## **Collective Bargaining Agreement 2023-2025**

- The Faculty and the Associate Dean/immediate supervisor shall determine a mutually agreed upon date for the classroom observation. No input shall be included in the observation from anyone other than the Associate Dean/immediate supervisor who performs the observation.
- b. An interventional classroom observation may also be made at other times when determined necessary by the Associate Dean/immediate supervisor who was assigned those course sections. Such observations shall occur when the Faculty is performing regular teaching duties and shall be a minimum of 30 minutes. The Associate Dean/immediate supervisor shall set the time and date of the classroom observation associated with the evaluation process with at least one week's notice.
- c. For all Faculty, the Student Opinion of Instruction shall be administered in every course section the Faculty teaches. Faculty choose whether SOI is administered digitally or on paper.
- d. The Faculty will complete the Self-Assessment Form in Workday and route it to the Associate Dean/immediate supervisor at least 14 duty days before the Summative Evaluation conference to allow the Associate Dean/immediate supervisor adequate time to complete the Summative Evaluation.
- e. The evaluation shall be in Workday and the Faculty shall be provided the opportunity to discuss the evaluation with the evaluator prior to its being forwarded through administrative channels to the confidential portion of the Faculty's personnel file.
- f. The evaluation shall be signed by the person performing the evaluation and by the person being evaluated, both of whom may attach a concise comment to the evaluation. A copy of the evaluation may be viewed in the Workday Performance Tab of the Faculty.
- g. The person responsible for supervising and evaluating a Faculty shall assist the Faculty in correcting any performance deficiencies reflected in the Faculty's evaluation by prescribing a Performance Improvement Plan. A Performance Improvement Plan is required for a Faculty who receives a rating of "Needs Improvement" in any category of the Summative Evaluation Form.
- h. A Faculty who does not meet performance expectations as outlined in the Performance Improvement Plan may be subject to formal proceedings as outlined in Article 2.23 of the CBA. The decision of the reviewing authority shall not be subject to challenge under the grievance procedure of this Collective Bargaining Agreement.

### **7.60 Faculty Attendance at Graduation**

The UFF-BC Chapter and the Board of Trustees agree that one-half of the teaching Faculty will attend the graduation ceremony at the conclusion of the Fall Semester and one-half of the teaching Faculty will attend the graduation ceremony at the conclusion of the Spring Semester. Immediate supervisors or other appropriate supervisory personnel, in consultation with the Faculty, will determine which graduation day will be assigned to each Faculty and considered as a duty day. The non-required graduation day will not be considered a duty day. Since the required graduation day is considered a duty day (equivalent to 7 or 7.5 hours), the UFF-BC Chapter and



## **Collective Bargaining Agreement 2023-2025**

the Board of Trustees agree that attendance includes pre-ceremony activities, the procession of Faculty in academic regalia, attendance through the conferral of degrees, and the recessional of stage guests. A Faculty who has an assigned class on graduation day shall meet the class in lieu of attending the graduation ceremony.

Librarians and Counselors who are required by the appropriate administrative authority to fulfill their assigned duty hours at their assigned location will be exempt from the required graduation attendance; otherwise, Librarians and Counselors shall attend one graduation ceremony per academic year.

If the Faculty Senate President carries the Broward College mace at each graduation ceremony, the Faculty Senate President shall be compensated daily rate of pay for the additional day (i.e., the non-duty day) beyond the 163-day contract length.

### **7.70 e-Learning**

I. In this article:

**“E-Learning”** denotes online, blended, and flexible learning.

**“Online course”** denotes a formal educational modality in which 80% or more of the direct instruction is delivered using technology, according to which the student and instructor are separated by time and/or space. This modality does not require students to attend classes in a physical location. This includes courses designed for asynchronous and Online Live (synchronous) delivery.

**“Blended course”** denotes a formal educational process in which up to 79% of the direct instruction can be delivered using technology, where the student and instructor are separated by time and/or space. There is a requirement in a blended course section for scheduled class sessions to meet in a physical location.

**“Flexible learning course”** denotes a formal educational process in which all instructional events occur in real time (synchronously) in a face-to-face setting and which allows students the option of attending class in person face-to-face, online, or a combination of both based on each student’s preference. Therefore, each student may participate in synchronous class sessions in person or via video conferencing (e.g., Zoom) at any given time during the semester. Flexible learning courses must be held in Broward College classrooms that contain streaming and learning technology to optimize the learning experience.

**“Regular and substantive interaction (RSI)”** denotes faculty-facilitated interactions in e-Learning courses at the course section level. These interactions are scheduled in a manner that is commensurate with session/term length and course learning outcomes. Faculty professional obligations involve monitoring student engagement and performance and shall include, but is not limited to, at least two of the following types of interaction:



**Collective Bargaining Agreement 2023-2025**

- a. Direct instruction (e.g., video conferencing, announcements, video lectures, written lectures, demonstration videos, tutorials)
- b. Assessing or providing feedback on a student’s coursework (e.g., rubrics, feedback on written or non-written assignments, quizzes and tests)
- c. Providing information or responding to questions about course content or learning outcomes (e.g., email responses, module/unit introductions)
- d. Facilitating group discussion regarding course content or learning outcomes (e.g., discussion boards, chats, Socratic-type questioning)

II. As part of their joint mission to provide all segments of the community with quality instructional programs, the UFF-BC and the College affirm their commitment to exploring jointly the exciting, rapidly changing field of e-Learning. Both parties aspire to provide: (i) the community with programs which increase access to educational services; and (ii) students with intellectually stimulating courses which are of a standard commensurate with those taught via successfully established delivery modes; and (iii) interested College Faculty with opportunities to develop programs/courses and delivery systems. In addition, the College and the UFF-BC agree to work jointly to protect the integrity of BC programs and course offerings.

- A. Faculty participation in e-Learning shall be voluntary, except for full time faculty who are hired into the Online Campus and consistent with the Collective Bargaining Agreement.
- B. Faculty will be notified of all e-Learning course development and redesign opportunities. Faculty will then be given the opportunity to participate in such e-Learning opportunities.
- C. Faculty commissioned by the College to develop or redesign e-Learning courses or course materials shall enter into an E-Learning Commissioned Course Development Agreement or an E-Learning Commissioned Course Redesign Agreement, respectively. (Appendix E-1a, E-1b and Appendix E-2a, E-2-b)
- D. Faculty commissioned by the College to develop an e-Learning course or course materials shall receive extra compensation as follows:

	<b>1 credit course</b>	<b>2 credit course</b>	<b>3 credit course</b>	<b>4 credit course</b>	<b>5 credit course</b>
<b>Online</b>	Zone 2	Zone 4	Zone 6	Zone 8	Zone 10
<b>Online Redesign</b>	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5
<b>Blended</b>	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5
<b>Blended Redesign</b>	½ Zone 1	½ Zone 2	½ Zone 3	½ Zone 4	½ Zone 5

In all cases the specific compensation method and amount will be approved by the Faculty and his/her appropriate Administrators prior to the completion of the E-Learning Commissioned Course Development Agreement. If more than one developer or is employed, the compensation will be equally divided among the developers.

- E. Faculty preparing to deliver/teach an e-Learning course that was previously commissioned for development by another faculty will enter into a Course Instruction Agreement (CIA). (Appendix E-4). Faculty entering into a Course Instruction Agreement may make changes in the commissioned courses they are delivering as long as those changes constitute less than 20% of course



## **Collective Bargaining Agreement 2023-2025**

materials/assessments/assignments, and as long as the same stated learning outcomes will be achieved. Faculty entering into a Course Instruction Agreement agree to use the most recent commissioned version available that meets all e-Learning standards and to have successfully completed the requisite professional development for delivering an e-Learning course.

- F. Faculty wishing to make modifications to a previously developed course that exceed 19% must enter into an E-Learning Non-Commissioned Course Development Agreement (Appendix E-3a for online; Appendix E-3b for blended) and meet all requirements associated with developing an online or blended course.
- G. Faculty who have been approved by their campus administrators to develop an e-Learning course for no compensation shall enter into the e-Learning Non-commissioned Course Development Agreement. (Appendix E-3a for online; b for blended).
- H. Faculty teaching e-Learning courses agree to abide by regular and substantive interaction (RSI) requirements in order to facilitate student success.
- I. The College has the right to use and/or modify through established procedures the e-Learning materials developed under commission by a Faculty for instructional, educational, or administrative purposes.
- J. Section 2.60 of the Collective Bargaining Agreement shall apply to intellectual property ownership of e-Learning course/program materials.
- K. Prior to the development of a e-Learning course, the campus/college wide administration and the participating Faculty must have agreed on the extent and type of technical support provided and all required professional development that must be successfully completed.
- L. Evaluations of Faculty involved in e-Learning shall follow existing procedures (per Article 7.50).
- M. Unauthorized Observation, Monitoring or Use: The College shall take steps to protect itself and its Faculty from unauthorized access (i.e., without consent of the College and participating Faculty) to e-Learning courses.
- N. Instructional Design and Broward College Online reserve the right to enter or monitor faculty course shells when circumstances directly impact student success. This will be preceded by an e-mail and phone call notification to the Faculty.

III. Faculty teaching flexible learning courses are not required to develop commissioned courses, nor are they required to participate in the BC Quality Standards for E-Learning review as part of the non-commissioned course process for flexible delivery. However, recognizing a shared commitment to advance learning at the College and promote student learning, faculty teaching flexible learning courses shall abide by the standards outlined below.





## **Collective Bargaining Agreement 2023-2025**

- A. At a minimum, faculty shall post the following in the learning management system:
1. Welcome Announcement that explains expectations for participation in the flexible learning modality;
  2. syllabus that includes all items outlined in the Collective Bargaining Agreement in Article 7.20;
  3. Assignments and assessments (e.g., quizzes and exams) as scheduled; and
  4. a videoconferencing link for all synchronous sessions. This link must be created and made available to students using the D2L Communication tool (e.g., Zoom) for ease of access and navigation.
- B. All instructional materials provided to students who attend in person must also be made available to students who attend class virtually in real time.
- C. All assessments (e.g., exams and/or quizzes) provided to students who attend in person must also be made available to students who attend class virtually in real time. In a flexible learning course, students have the option of taking assessments synchronously in-person on campus or online. Online proctoring software for monitoring assessments shall be guaranteed to Faculty for use at a Faculty's discretion.
- D. All flexible learning courses shall meet the minimum standards outlined in the Appendix E5 checklist. To ensure a continual cycle of course quality, BC Instructional Design will support Faculty in the course design process upon the request of the Faculty.
- E. In order to meet the load requirements pursuant to Article 2.83, flexible learning courses will not count towards the online course load limit.
- F. Faculty teaching flexible learning courses must have completed the requisite professional development for the use of this modality. Training offered by the Center for Teaching Excellence and Learning (CTEL) that is tailored specifically to getting ready to teach flexible learning courses will satisfy the requirement for teaching a flexible learning course. Given the evolving nature of technology, when substantial technological changes occur, faculty shall complete a refresher training offered by CTEL tailored specifically to teaching in the flexible learning modality.
- G. To mirror the flexible learning classroom experience, office hour(s) for flexible learning courses must be both concurrent (i.e., face-to-face and virtual at the same time). That is, office hour(s) must be held by the Faculty member in person on campus, but students must be given the option of attending synchronously via video conferencing if that is their preference. The office hour(s) associated with flexible learning courses shall be designated in the flexible learning course syllabus.
- H. Current CBA stipulations concerning class size (see Article 7.90) shall be maintained for the flexible learning modality. Enrollment in courses/sections using this modality shall be limited to the capacity of the classrooms to which the courses/sections have been historically assigned.
- IV. Due to the rapidity of technological change in our society, the College and the UFF-BC Chapter fully expect to be engaged in an ongoing dialogue regarding e-Learning issues, contractual and otherwise.



## **Collective Bargaining Agreement 2023-2025**

V. Copies of all the agreements cited in this article will be contained in Appendix E.

### **ARTICLE 7.80 Assessment of General Education Outcomes**

#### **7.81 The goal of assessment:**

The goal of assessment is to provide both the evidence and support necessary to enhance the effectiveness of academic programs to improve student learning.

#### **7.82 What is assessment?**

Assessment of student learning outcomes shall be an ongoing process aimed at understanding and improving academic programs for student learning. This process includes the following: setting appropriate criteria for learning quality; systematically gathering, analyzing, and interpreting results to determine how well outcomes match expectations; and using the resulting information to document and improve student learning.

Assessment shall take place at the course, program, and institutional levels. The assessment process shall involve both gathering information and using that information to improve student learning.

Assessment of student learning outcomes is a shared process of systematic measurement used to document, reflect upon and improve academic programs for student learning. The key characteristics of assessment are:

1. Owned and driven by Faculty
2. Involves multiple methods
3. Ensures an ongoing, sustainable process of review
4. Results are used to contribute to curriculum, budget and planning
5. May be addressed at the course, program, campus or institutional level

The very clear distinction between assessment and Faculty evaluation shall be maintained. The evaluation of Faculty is the process of determining the quality of teaching and professionalism by Faculty. The Faculty evaluation process is found in Article 7.50 of this agreement.

#### **7.83 Who will develop the processes of assessment?**

Faculty play an integral role in the assessment processes. The Faculty with assistance from the administration shall develop the processes of assessment and the criteria for assessing the effectiveness of academic programs on student learning outcomes. In developing assessments an effort will be made to reach consensus, however, faculty members of an academic discipline need not agree on all outcomes.

#### **7.84 Assessment shall be used for:**

Assessment of the effectiveness of academic programs on student learning outcomes will be used primarily to understand and improve academic programs in order to better facilitate student learning. More specifically, assessment will be used to:

Gather information to guide Faculty and programs in improving their effectiveness.



## **Collective Bargaining Agreement 2023-2025**

Enhance student learning and contribute to an ongoing dialogue of student outcome assessment.

Design and improve courses and programs to promote student learning.

### **7.85 Assessment shall not be used:**

To trace the data from assessment to faculty members providing the assessment data.

To oblige disciplines which typically use qualitative measures to adjust to quantitative measures.

As the sole tool for determining program decisions or for determining methods and strategies for teaching and student learning.

To the detriment of academic integrity.

### **7.86 The administration's role in assessment:**

The administration shall provide the necessary institutional support for any faculty-driven process that coordinates, manages, integrates, and utilizes assessment.

In assessing the prior learning of students, competence levels must be determined by Faculty with the appropriate credentials in the applicable discipline.

### **7.87 Approach to assessment:**

Multiple methods of assessment should be utilized.

Not all students need to be directly assessed.

The rationale for choosing the forms of assessment shall be communicated.

Administration of assessments will be consistent in content but may vary in delivery

Assessment shall not compromise a faculty member's academic freedom pursuant to Article 2.9 of this agreement.

Assessment shall recognize the complexity of teaching.

### **7.90 Class Size**

- A. For English composition courses, class size shall not exceed 25 students without the Faculty member's consent.
- B. Class size for other courses in which Gordon Rule writing is required shall not exceed 35 students without the Faculty member's consent.



**Collective Bargaining Agreement 2023-2025**

**ARTICLE 8**

**8.00 General Provisions**

**8.10 Severability**

If any paragraph, clause, sentence, article, or other part of this Agreement is ruled to be illegal, invalid, or unenforceable by any court of competent jurisdiction, such decision shall not affect the remaining portions of the Agreement which shall remain in full force and effect.

**8.20 Consultations**

Representatives of the College and the UFF negotiation teams will meet monthly during the regular school year at a time convenient to both parties for the purpose of reviewing the administration of this Agreement and to resolve problems that may arise there from. These meetings are not intended for the purpose of negotiation or to bypass the grievance procedure. Further, each party will submit to the other at least 24 hours prior to the meeting, an agenda covering what it wishes to discuss. Such a meeting may be canceled by mutual consent. Should such a meeting result in a mutually acceptable amendment to this Agreement, the agreement shall be subject to ratification by the Board and the Faculty, the same as this Agreement.



# Collective Bargaining Agreement 2023-2025

## ARTICLE 9

### 9.00 Term of Agreement

#### 9.10 Duration of Agreement

This Agreement shall be in full force and effect from and after the date of ratification by the Faculty and the Board. The Agreement shall remain in full force and effect through the last full day of the 2023-2025 academic year.

Negotiations for a successor agreement for a period beginning with academic year 2025 – 2026 may be requested no earlier than August 16, 2024 each year. Upon written request to commence negotiations, the responding party shall contact the other party within 15 days upon receipt of the request in order to mutually agree upon dates and places for negotiations. Negotiations shall commence no later than October 1, 2024 unless mutually agreed.

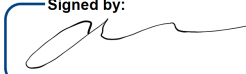
#### 9.20 Collective Bargaining Agreement Distribution

Unless otherwise agreed, the Administration will arrange for the printing of the Collective Bargaining Agreement through the College's Print and Graphic Services. UFF-Broward College and the College shall share equally the printing and duplicating expenses.

This Agreement was ratified by UFF-Broward College on August 20, 2024.

This Agreement was ratified by the Board on August 20, 2024.

#### Broward College

Signed by:   
8F36B9F02760482...

Chair of the Board

Signed by:   
6DB41D88CFDA4F4...

President

#### UFF-Broward College

Signed by:   
C78043F334C0433...

President

Signed by:   
F341308F00AD483...

Vice President



**Collective Bargaining Agreement 2023-2025**

**APPENDIX A-1**

**Notice of Grievance Submission**

Grievance Number: \_\_\_\_\_

Grievant Name: \_\_\_\_\_

Grievance Representative:  
\_\_\_\_\_

Date: \_\_\_\_\_

IN ACCORDANCE WITH THE PROVISIONS OF THE UFF-BC COLLECTIVE BARGAINING AGREEMENT, AND UNDER THE CONDITIONS THEREIN SPECIFIED, THE ABOVE GRIEVANCE IS HEREBY FILED ON THIS DATE AT STEP \_\_\_\_\_, WITH \_\_\_\_\_ AS THE GRIEVANT'S IMMEDIATE SUPERVISOR.

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Signature of Grievance Representative



**Collective Bargaining Agreement 2023-2025**

**APPENDIX A-2**

**Grievance Form**

Name: \_\_\_\_\_

Office Location: \_\_\_\_\_

Campus: \_\_\_\_\_ Phone: \_\_\_\_\_

Provisions of Agreement Violated: Article(s) and Section(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Statement of Grievance (include date of acts or omissions complained of):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Remedy Sought:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Grievant's Signature: \_\_\_\_\_

Date Submitted: \_\_\_\_\_

UFF Grievance Representative's Signature \_\_\_\_\_

(If UFF is representing the grievant, a UFF grievance representative will sign here.)





**Collective Bargaining Agreement 2023-2025**

**APPENDIX B**

**PAY CALCULATION WORKSHEET FOR EXCESS CREDIT AND CONTACT HOURS**

**I. FACULTY INFORMATION**

Name: \_\_\_\_\_ SSN: \_\_\_\_\_ Rank: \_\_\_\_\_

**II. COURSE INFORMATION**

Academic Year \_\_\_\_\_

**Notes:** (1) EXCLUDE extra-pay teaching assignments; (2) INCLUDE ~~release~~ reassigned time credits and sabbatical credits; (3) Three reassigned credit hours/One sabbatical unit three contact hours

**SEMESTER I**

Course	Credit Hrs	Contact Hrs
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**TOTAL:** [a]\_\_\_\_\_ [b]\_\_\_\_\_

**SEMESTER II**

Course	Credit Hrs	Contact Hrs
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**TOTAL:** [c]\_\_\_\_\_ [d]\_\_\_\_\_

**SEMESTER III**

Course	Credit Hrs	Contact Hrs
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**TOTAL:** [e]\_\_\_\_\_ [f]\_\_\_\_\_

Credit Hours = [a]\_\_\_\_\_ + [c]\_\_\_\_\_ + [e]\_\_\_\_\_ = [A]\_\_\_\_\_

Contact Hours = [b]\_\_\_\_\_ + [d]\_\_\_\_\_ + [f]\_\_\_\_\_ = [B]\_\_\_\_\_

OVER



**Collective Bargaining Agreement 2023-2025**

**APPENDIX B**

**PAY CALCULATION WORKSHEET FOR EXCESS CREDIT AND CONTACT HOURS (CON'T)**

**CALCULATION OF EXCESS CREDIT HOURS**

**Adjusted Credit Hours** =  $\frac{[A] \text{ Credit Hours} + [B] \text{ Contact Hours}}{2}$  = [C] \_\_\_\_\_

Excess Adjusted Credit Hours = [C] \_\_\_\_\_ Adjusted **Credit Hours** *minus* yearly credit hour load\* = [D] \_\_\_\_\_

Extra-pay Lecture course compensation, Article # 5.31 [H] \_\_\_\_\_

**Pay for Excess credit Hour(s)** =  $\frac{[D]}{3} - x [H]$  = [E] \_\_\_\_\_

**IV. PAY CALCULATIONS FOR EXCESS CONTACT HOURS**

**Excess contact Hours** = [B] \_\_\_\_\_ Contact Hours *minus* [D] \_\_\_\_\_ - Excess Adjusted **Credit Hours** *minus* yearly credit hour load\* = [F] =

Extra-pay Lab course hourly pay rate, Article #5.32 [I] \_\_\_\_\_

**Pay for Excess Contact Hour(s)** = [F] - \_\_\_\_\_ x [I] \_\_\_\_\_ - x 16 weeks = [G] \$ \_\_\_\_\_

**TOTAL PAY FOR EXCESS CREDIT HOURS AND EXCESS CONTACT HOURS**

[E] \_\_\_\_\_ + [G] \$ \_\_\_\_\_ = \$ \_\_\_\_\_

Subtract 30 credits hours if on a 163 day contract



**Collective Bargaining Agreement 2023-2025**

**APPENDIX C**

**Annual Addendum Contracts Longer than 163 Days**

Dental Assisting

Dental Hygiene

Medical Assisting

Nursing

Vision Care

Criminal Justice

Fire Science

Counselors

Librarians

Radiography



**Collective Bargaining Agreement 2023-2025**

**Appendix D**

**Application And Completion Form for Faculty Professional Development**

(Please use separate application for each request.)

As stated in Article 7.40 of the Collective Bargaining Agreement, within each three year period, starting from the initial date of employment in a continuing contract eligible position, Faculty members shall complete 36 clock hours comprised of 3 semester hours of graduate and/or undergraduate study in their discipline and/or relevant instructional skill fields, or equivalent educational experiences, or a combination of the preceding. Coursework and/or equivalent educational experience should update or improve Faculty members' ability to function effectively in their discipline area and better facilitate students' learning. Graduate coursework in the discipline area and all Continuing Education Units (CEU's) approved by the appropriate licensing or certifying agency shall be accepted without prior approval. (The faculty member will submit attendance documentation). The other mechanisms for fulfilling the professional growth plan should be developed and tentatively approved by the Faculty member's immediate supervisor, Dean of Academic Affairs, and Campus appropriate President (campus or Pathway).

I. Name: \_\_\_\_\_ Campus: \_\_\_\_\_ Discipline: \_\_\_\_\_

My professional development three year cycle **begins** in \_\_\_\_\_ and **expires** in \_\_\_\_\_  
year year

**Graduate Coursework completed in discipline: Number of credits \_\_\_\_\_**

**Prior approval is not needed. Attach a copy of the grade report. Go directly to section IV.**

II. Prior approval is strongly recommended for undergraduate coursework or graduate coursework outside of discipline or equivalent educational experience(s). Please provide the following information. Use additional paper where necessary. Attach supporting documents where applicable. For equivalent educational experience, 45 clock hours equates to one 3 credit hour graduate or undergraduate class.

1. # of credits/clock hours requested: \_\_\_\_\_ Graduate Credits \_\_\_\_\_ Undergraduate credits \_\_\_\_\_ Clock Hours

2. Date(s) of activity: \_\_\_\_\_

3. Description of course or activity.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. How does the course/activity contribute to your professional development?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**III. Pre-approval signatures for equivalent experiences:**

\_\_\_\_\_  
Supervisor signature Date Recommendation Yes No



**Collective Bargaining Agreement 2023-2025**

	Date	Recommendation Yes No
Dean's signature		
	Date	Recommendation Yes No
Campus or Pathway President's signature		

IV. Certification of Completion (Attach all appropriate documentation for activities such as grade report for credit course, CEU certificate, etc.)

Hours Requested: \_\_\_\_\_ graduate hours \_\_\_\_\_ undergraduate credit hours \_\_\_\_\_ equivalent credit/contact hours

\_\_\_\_\_  
Faculty signature Date \_\_\_\_\_

Hours Completed: \_\_\_\_\_ graduate hours \_\_\_\_\_ undergraduate credit hours \_\_\_\_\_ equivalent credit/contact hours

Final Approval:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Date

Supervisor's signature  
\_\_\_\_\_  
\_\_\_\_\_ Date

Dean's signature  
\_\_\_\_\_  
\_\_\_\_\_ Date

Campus or Pathway President's signature

Distribution:

Original: Faculty Member (approval letter and original documentation)

Copies: 1 – *Personnel Operations* (sent through Staff Development with approval letter and copy of documentation)

1 –Campus or Pathway President/VPTE file (approval letter only)



## **Collective Bargaining Agreement 2023-2025**

### **PROFESSIONAL DEVELOPMENT PROCEDURES FOR CREDIT COURSES OTHER THAN DISCIPLINE GRADUATE COURSES AND/OR EQUIVALENT EDUCATIONAL EXPERIENCE (S)**

To ensure that the method by which professional development is granted for credit courses **other** than discipline graduate courses, and/or "equivalent educational experience" is as fair and equitable as possible, the following application procedures are to be used. The application should:

1. Provide a description (II-3) in support of the course work or equivalent educational experience(s) as indicated in Article 7.40 of the UFF-BC Collective Bargaining Agreement.
2. Contain signatures of the applicant's immediate supervisor and next level supervisor if applicable (Academic or Student Dean) before being submitted to the appropriate President (campus or Pathway)

**APPROVAL PROCESS:** All appropriate sections of the *Application for Faculty Professional Development* (Parts I-IV) must be completed by the Faculty member and submitted to his/her supervisor for approval. Academic Deans, Student Deans, and/or Immediate supervisors will approve requests for professional development for all Faculty, including counselors and librarians. If approved, the reviewer (i.e. Academic Dean, Student Dean or Immediate supervisor) will forward the materials to appropriate President (campus or Pathway). If approved, the appropriate President (campus or Pathway) will return the original materials to the Faculty member and will notify him/her in writing of the credits awarded. The Center for Teaching Excellence and Learning will maintain the college's database of professional development awarded. The Division of Human Resources will retain the letter and copy of the support documentation in the Faculty member's personnel file.

**EVALUATION COMMITTEE:** If there is a concern about the documented activities, the application will be reviewed by a committee composed of the Vice President of Academic Affairs, the Deans of Academic Affairs or Deans of Student Affairs or appropriate immediate supervisors. Normally, decisions shall be communicated to applicants no later than thirty (30) calendar days following receipt of the application by the Vice President of Academic Affairs.

**APPEAL PROCESS:** According to Article 7.40 of the UFF-BC Collective Bargaining Agreement, "if Faculty members are denied approval of their professional development activity, the denial may be appealed to a Faculty Professional Development Review Committee. This Review Committee will consist of **three** continuing contract Faculty members and, if possible, it shall reflect the appellant's academic area. The Union President shall appoint one member, the Vice President for Academic Affairs shall appoint the second member, and the first two members shall complete the Committee by choosing a third Faculty member. The recommendation of this Committee shall be submitted to the President for final resolution."

February 11, 2002

date



**Collective Bargaining Agreement 2023-2025**

**Appendix E-1a**

**Commissioned E-Learning Course Development Agreement  
For Online Courses**

**Faculty member(s):** \_\_\_\_\_

**Course to be developed:** \_\_\_\_\_

An online course is defined as a formal educational modality in which 80% of the direct instruction is delivered using technology, according to which the student and instructor are separated by time-and/or space. There is no requirement in an online course section for students to attend classes in a physical location. This includes courses designed for asynchronous and Online Live delivery. All learning materials and activities for an online course occur in the College's learning management system (LMS).

Course materials may include content objects, images, audio and video files, assignment materials, assessment instruments, and other learning strategies and information designed to be used in an online instructional context. If any course activities occur outside of the LMS, grades, tracking, and other artifacts of engagement must be ported to the College's LMS in order to support potential grade appeals, faculty evaluation of teaching, early alert reporting, and attendance verification.

Alignment with Broward College Quality Standards for E-Learning is ensured through the instructional design of the course, and the evaluation of its educational effectiveness, including assessments of student learning outcomes, student success, and student retention. Students will also be surveyed with regard to their satisfaction with the technology used and technical support provided.

- I. The administration and I will assess my professional development needs. To prepare me for course development, the college shall provide and I agree to successfully complete a series of structured professional development activities with the following learning outcomes:
  - a. incorporate the learning outcomes as defined in the course outline to achieve in an online context and design learning activities, assessments, and strategies that support these outcomes;
  - b. develop a course syllabus that maps learning outcomes to course activities and to assessment;
  - c. use online communications tools and strategies to support learning and student engagement;
  - d. use online assessment strategies and tools to measure students' achievement of learning outcomes;
  - e. design course learning strategies, activities, and goals using sound instructional design principles.

II.I agree to develop the course so that it meets the existing student learning outcomes as stated in the course outline.

III.I agree to develop the course and/or course materials using the learning management system, hardware, and software provided by the College.





**Collective Bargaining Agreement 2023-2025**

IV. The College will provide instructional design and technological and creative services (i.e., support faculty in the design of interactive media or activities) to assist me in the development of the course and course materials.

V. For developing the specified course, I shall receive extra compensation, contingent on approval by my campus administration. Payment will take into account the rank of the faculty member, the number of faculty participating in course development, the number of credit hours associated with the course. Payment for development of an online course is as follows:

1 credit course	2 credit course	3 credit course	4 credit course	5 credit course
Zone 2	Zone 4	Zone 6	Zone 8	Zone 10

Co-development will be paid by dividing the zone among the number of developers.

VI. I understand that I must satisfy the following to successfully develop my commissioned online course:

- a. participate in an initial consultation with the designated instructional designer;
- b. satisfy the Online Course Development Midpoint Review by a designated instructional designer from Broward College Online and a Faculty Reviewer (credentialed to teach the course) before it can be scheduled;
- c. satisfy the Online Course Development Final Review by the designated instructional designer, Associate Dean/immediate supervisor, and Dean of Online Campus/E-Learning before I can be paid and the course offered;
- d. ensure that all general and specific learning outcomes associated with the course can be achieved, and that all BC Quality Standards for E-Learning have been met;
- e. complete the course development within a 12-month timeframe from the signature of this document.

VII. Whenever I teach/deliver this e-learning course, I understand that I will participate in a Student Opinion of Instruction Survey.

VIII. I understand that, in accordance with section 2.60 of the Faculty Contract, ownership of copyrightable material shall reside with the College and that the College has the right to use and/or modify, the materials I have developed for instructional, educational or administrative purposes.

IX. I agree to collaborate with the Instructional Design staff to maintain and update the course so that it remains current and to provide the latest version of the course I maintain, to be shared with other instructors, for three years or until a new commissioned baseline course is available.

X. While I am employed by BC, I agree not to sell or deliver e-learning course or associated course materials developed under this agreement.

Signatures

Faculty Member(s) \_\_\_\_\_ date \_\_\_\_\_  
 Immediate supervisor(s) \_\_\_\_\_ date \_\_\_\_\_



**Collective Bargaining Agreement 2023-2025**

Pathway Dean \_\_\_\_\_ date \_\_\_\_\_  
Dean of Online Campus/E-Learning \_\_\_\_\_ date \_\_\_\_\_



**Collective Bargaining Agreement 2023-2025**

**Appendix E-1b**

**Commissioned E-Learning Course Redesign Agreement  
For Online Courses**

**Faculty member(s):** \_\_\_\_\_

**Course to be redesigned:** \_\_\_\_\_

An online course is defined as a formal educational modality in which 80% or more of the direct instruction is delivered using technology, according to which the student and instructor are separated by time-and/or space. There is no requirement in an online course section for students to attend classes in a physical location. This includes courses designed for asynchronous and Online Live delivery. All learning materials and activities for an online course occur in the College's learning management system (LMS).

Course materials may include content objects, images, audio and video files, assignment materials, assessment instruments, and other learning strategies and information designed to be used in an online instructional context. If any course activities occur outside of the LMS, grades, tracking, and other artifacts of engagement must be ported to the College's LMS in order to support potential grade appeals, faculty evaluation of teaching, early alert reporting, and attendance verification.

Alignment with Broward College Quality Standards for E-Learning is ensured through the instructional design of the course, and the evaluation of its educational effectiveness, including assessments of student learning outcomes, student success and student retention. Students will also be surveyed with regard to their satisfaction with the technology used and technical support provided.

- I. The administration and I will assess my professional development needs. To prepare me for course redesign, the college shall provide and I agree to successfully complete a series of structured professional development activities with the following learning outcomes:
  - a. incorporate the learning outcomes as defined in the course outline to achieve in an online context and design learning activities, assessments, and strategies that support these outcomes;
  - b. develop a course syllabus that maps learning outcomes to course activities and to assessment;
  - c. use online communications tools and strategies to support learning and student engagement;
  - d. use online assessment strategies and tools to measure students' achievement of learning outcomes;
  - e. redesign course learning strategies, activities, and goals using sound instructional design principles.
- II.I agree to redesign the course so that it meets the existing student learning outcomes as stated in the course outline.
- III.I agree to redesign the course and/or course materials using the learning management system, hardware and software provided by the College.



**Collective Bargaining Agreement 2023-2025**

IV. The College will provide instructional design and technological and creative services (i.e., support faculty in the design of interactive media or activities) to assist me in the redesign of the course and course materials.

V. For redesigning the specified course, I shall receive extra compensation, contingent on approval by my campus administration. Payment will take into account the rank of the faculty member, the number of credit hours associated with the course. Payment for redesigning of an online course is as follows:

1 credit course	2 credit course	3 credit course	4 credit course	5 credit course
Zone 1	Zone 2	Zone 3	Zone 4	Zone 5

Co-redesign will be paid by dividing the zone among the number of redesigners.

VI. I understand that I must satisfy the following to successfully redesign my commissioned online course:

- a. participate in an initial consultation with the designated instructional designer;
- b. satisfy the Online Course Development Midpoint Review by a designated instructional designer from Broward College Online and a Faculty Reviewer (credentialed to teach the course) before it can be scheduled;
- c. satisfy the Online Course Development Final Review by the designated instructional designer, Faculty Reviewer, Associate Dean/immediate supervisor, and Dean of Online Campus/E-Learning before I can be paid and the course offered;
- d. ensure that all general and specific learning outcomes associated with the course can be achieved, and that all BC Quality Standards for E-Learning have been met;
- e. complete the course redesign within a 6-month timeframe from the signature of this document.

VII. Whenever I teach/deliver this e-learning course, I understand that I will participate in a Student Opinion of Instruction Survey.

VIII. I understand that, in accordance with section 2.60 of the Faculty Contract, ownership of copyrightable material shall reside with the College and that the College has the right to use and/or modify, the materials I have developed for instructional, educational or administrative purposes.

IX. I agree to collaborate with the Instructional Design staff to maintain and update the course so that it remains current and to provide the latest version of the course I maintain, to be shared with other instructors, for three years or until a new commissioned baseline course is available.

X. While I am employed by BC, I agree not to sell or deliver e-learning course or associated course materials developed under this agreement.

Signatures

Faculty Member(s) \_\_\_\_\_ date \_\_\_\_\_

Immediate supervisor(s) \_\_\_\_\_ date \_\_\_\_\_

Pathway Dean \_\_\_\_\_ date \_\_\_\_\_

Dean of Online Campus/E-Learning \_\_\_\_\_ date \_\_\_\_\_



**Collective Bargaining Agreement 2023-2025**

**Appendix E-2a**

**Commissioned E-Learning Course Development Agreement  
For Blended Courses**

**Faculty member(s):** \_\_\_\_\_

**Course to be developed:** \_\_\_\_\_

A blended course is defined as a formal educational modality in which up to 79% of the direct instruction can delivered using technology. The student and instructor are separated by time and/or space. There is a requirement in a blended course section for scheduled class sessions to meet in a physical location. Learning materials and activities intended for virtual delivery in a blended course occur in the College's Learning management system (LMS).

Course materials may include content objects, images, audio and video files, assignment materials, assessment instruments, and other learning strategies and information designed to be used in blended instructional context. If any course activities occur outside of the College's LMS, grades, tracking, and other artifacts of engagement must be ported into the College's LMS in order to support potential grade appeals, faculty evaluation of teaching, early alert reporting and attendance verification.

Alignment with Broward College Quality Standards for E-Learning is ensured through the instructional design of the course, and the evaluation of its educational effectiveness, including assessments of student learning outcomes, student success and student retention.

- I. The administration and I will assess my professional development needs. To prepare me for course development, the college shall provide and I agree to successfully complete a series of structured professional development activities provided by the College with the following learning outcomes:
    - a. incorporate learning outcomes as identified in the course outline that can be achieved in a blended context and design learning activities and strategies that support these outcomes;
    - b. develop a course syllabus that maps learning outcomes to course activities and to assessment;
    - c. use online communications tools and strategies to support learning and engagement;
    - d. use online assessment strategies and tools to measure students' achievement of learning outcomes;
    - e. design course learning strategies, activities, and goals using sound instructional design principles.
  
  - II. I agree to develop the course so that it meets the existing student learning outcomes as stated in the course outline.
  
  - III. I agree to develop the course and/or course materials using the learning management system, hardware, and software provided by the College.
- 



**Collective Bargaining Agreement 2023-2025**

- IV. The College will provide instructional design and technological and creative services (i.e., support faculty in the design of interactive media or activities) to assist me in the development of the course and course materials.
- V. For developing the specified course, I shall receive extra compensation, contingent upon approval by my campus administration. Payment will take into account my rank and the number of credit hours associated with the course. Payment for development of a blended course is as follows:

1 credit course	2 credit course	3 credit course	4 credit course	5 credit course
Zone 1	Zone 2	Zone 3	Zone 4	Zone 5

Co-development will be paid by dividing the zone among the number of developers.

- VI. I understand that I must satisfy the following to successfully develop my commissioned blended course:
  - a. participate in an initial consultation with the designated instructional designer;
  - b. satisfy the Blended Course Development Midpoint Review by a designated instructional designer, Faculty Reviewer, Associate Dean/immediate supervisor, and Dean of Online Campus/E-Learning from Instructional Technology before it can be scheduled;
  - c. satisfy the Blended Course Development Final Review by the designated instructional designer, Faculty Reviewer, Associate Dean/immediate supervisor, and Dean of Online Campus/E-Learning, before I can be paid and the course offered;
  - d. ensure that all general and specific learning outcomes associated with the course can be achieved, and that all BC Quality Standards for E-Learning have been met;
  - e. complete the course development within a 6-month timeframe from the signature of this document.
- VII. Whenever I teach/deliver this e-learning course, I understand that I will participate in a Student Opinion of Instruction.
- VIII. I understand that, in accordance with section 2.60 of the Faculty Contract, ownership of copyrightable material shall reside with the college and that the College has the right to use, and/or modify, the materials I have developed for instructional, educational or administrative purposes.
- IX. I agree to collaborate with the Instructional Design staff to maintain and update the course so that it remains current, and to provide to other Faculty the latest version of the course I maintain to be shared with other instructors, for three years or until a new commissioned baseline course is available.
- X. I agree not to sell or deliver e-learning course or associated course\_materials developed under this agreement.

Signatures

Faculty Member(s) \_\_\_\_\_ date \_\_\_\_\_  
 Immediate supervisor(s) \_\_\_\_\_ date \_\_\_\_\_  
 Pathway Dean \_\_\_\_\_ date \_\_\_\_\_  
 Dean of Online Campus/E-Learning \_\_\_\_\_ date \_\_\_\_\_



**Collective Bargaining Agreement 2023-2025**

**Appendix E-2b**

**Commissioned E-Learning Course Redesign Agreement  
For Blended Courses**

**Faculty member(s):** \_\_\_\_\_

**Course to be redesigned:** \_\_\_\_\_

A blended course is defined as a formal educational modality in which up to 79% of the direct instruction can delivered using technology. The student and instructor are separated by time and/or space. There is a requirement in a blended course section for scheduled class sessions to meet in a physical location. Learning materials and activities intended for virtual delivery in a blended course occur in the College's Learning management system (LMS).

Course materials may include content objects, images, audio and video files, assignment materials, assessment instruments, and other learning strategies and information designed to be used in blended instructional context. If any course activities occur outside of the College's LMS, grades, tracking, and other artifacts of engagement must be ported into the College's LMS in order to support potential grade appeals, faculty evaluation of teaching, early alert reporting and attendance verification.

Alignment with Broward College Quality Standards for E-Learning is ensured through the instructional design of the course, and the evaluation of its educational effectiveness, including assessments of student learning outcomes, student success and student retention.

- I. The administration and I will assess my professional development needs. To prepare me for course redesign, the college shall provide and I agree to successfully complete a series of structured professional development activities provided by the College with the following learning outcomes:
  - a. incorporate learning outcomes as identified in the course outline that can be achieved in a blended context and designing learning activities and strategies that support these outcomes;
  - b. develop a course syllabus that maps learning outcomes to course activities and to assessment;
  - c. use online communications tools and strategies to support learning and engagement;
  - d. use online assessment strategies and tools to measure students' achievement of learning outcomes;
  - e. redesign course learning strategies, activities, and goals using sound instructional design principles.
  
- II. I agree to redesign the course so that it meets the existing student learning outcomes as stated in the course outline.
  
- III. I agree to redesign the course and/or course materials using the learning management system, hardware and software provided by the College.



**Collective Bargaining Agreement 2023-2025**

- IV. The College will provide instructional design and technological and creative services (i.e., support faculty in the design of interactive media or activities) to assist me in the redesign of the course and course materials.
- V. For redesigning the specified blended course, I shall receive extra compensation, contingent upon approval by my campus administration. Payment will take into account my rank and the number of credit hours associated with the course. Payment for redesigning of a blended course is as follows:

1 credit course	2 credit course	3 credit course	4 credit course	5 credit course
1/2 Zone 1	1/2 Zone 2	1/2 Zone 3	1/2 Zone 4	1/2 Zone 5

Co-redesign will be paid by dividing the zone among the number of redesigners.

- VI. I understand that I must satisfy the following to successfully develop my commissioned blended course:
  - a. participate in an initial consultation with the designated instructional designer;
  - b. satisfy the Blended Course Development Midpoint Review by a designated instructional designer, Faculty Reviewer, Associate Dean/immediate supervisor, and Dean of Online Campus/E-Learning from Instructional Technology before it can be scheduled;
  - c. satisfy the Blended Course Development Final Review by the designated instructional designer, Faculty Reviewer, Associate Dean/immediate supervisor, and Dean of Online Campus/E-Learning, before I can be paid and the course offered;
  - d. ensure that all general and specific learning outcomes associated with the course can be achieved, and that all BC Quality Standards for E-Learning have been met;
  - e. complete the course development within a 6-month timeframe from the signature of this document.
- VII. I understand that, in accordance with section 2.60 of the Faculty Contract, ownership of copyrightable material shall reside with the college and that the College has the right to use, and/or modify, the materials I have developed for instructional, educational or administrative purposes.
- VIII. I agree to collaborate with the Instructional Design staff to maintain and update the course so that it remains current, and to provide the latest version of the course I maintain to be shared with other instructors, for three years or until a new commissioned baseline course is available.
- IX. While I am employed by BC, I agree not to sell or deliver this e-learning course or associated course materials developed under this agreement.

Signatures

Faculty Member(s) \_\_\_\_\_ date \_\_\_\_\_  
 Immediate supervisor(s) \_\_\_\_\_ date \_\_\_\_\_  
 Pathway Dean \_\_\_\_\_ date \_\_\_\_\_  
 Dean of Online Campus/E-Learning \_\_\_\_\_ date \_\_\_\_\_





**Collective Bargaining Agreement 2023-2025**

**Appendix E-3a  
Non-Commissioned E-Learning Course Development Agreement  
For Online Courses**

**Faculty member(s):** \_\_\_\_\_

**Course to be developed:** \_\_\_\_\_

An online course is defined as a formal educational modality in which 80% or more of the direct instruction is delivered using technology, according to which the student and instructor are separated by time-and/or space. There is no requirement in an online course section for students to attend classes in a physical location. This includes courses designed for asynchronous and Online Live delivery. All learning materials and activities for an online course occur in the College's learning management system (LMS).

Course materials may include content objects, images, audio and video files, assignment materials, assessment instruments, and other learning strategies and information designed to be used in an online instructional context. If any course activities occur outside of the LMS, grades, tracking, and other artifacts of engagement must be ported to the College's LMS in order to support potential grade appeals, faculty evaluation of teaching, early alert reporting, and attendance verification.

Alignment with Broward College Quality Standards for E-Learning is ensured through the instructional design of the course, and the evaluation of educational effectiveness, including assessments of student learning outcomes and student retention. Students will also be surveyed with regard to their satisfaction with the technology used and technical support provided.

- I. The administration and I will assess my professional development needs. To prepare me for course development, the college shall provide and I agree to successfully complete a series of structured professional development activities with the following learning outcomes:
  - a. incorporate the learning outcomes as defined in the course outline to achieve in an online context and design learning activities, assessments, and strategies that support these outcomes;
  - b. develop a course syllabus that maps learning outcomes to course activities and to assessment;
  - c. use online communications tools and strategies to support learning and student engagement;
  - d. use online assessment strategies and tools to measure students' achievement of learning outcomes;
  - e. design course learning strategies, activities, and goals using sound instructional design principles.
  
- II. I agree to develop the course so that it meets the existing student learning outcomes as stated in the course outline.
  
- III. I agree to develop the course and/or course materials using the learning management system, hardware, and software provided by the College.



**Collective Bargaining Agreement 2023-2025**

IV. The College will provide me with instructional design and technological and creative services (i.e., support faculty in the design of interactive media or activities) to assist me in the development of the course.

V. For developing the specified non-commissioned online course, I shall not receive extra compensation or reassign time.

VI. I understand that I must satisfy the following to successfully develop my noncommissioned online course:

- a. participate in an initial consultation with the designated instructional designer;
- b. satisfy the Online Course Development Midpoint Review by a designated instructional designer, Faculty Reviewer, Associate Dean/immediate supervisor, and Dean of Online Campus/E-Learning before it can be scheduled;
- c. satisfy the Online Course Development Final Review by the designated instructional designer, Faculty Reviewer, Associate Dean/immediate supervisor, and Dean of Online Campus/E-Learning before the course can be offered.
- d. ensure that all general and specific learning outcomes associated with the course can be achieved and that all BC Quality Standards for E-Learning have been met.
- e. Complete the course development within a 6-month timeframe from the signature of this document.

VII. I understand that I retain the intellectual property rights to non-commissioned online course materials that I develop, in accordance with 2.60 and 7.70 of this Collective Bargaining Agreement.

VIII. I agree to collaborate with the Instructional Design staff to maintain and update the course so that it remains current.

IX. I agree not to sell or deliver this e-learning course or associated course materials developed under this agreement.

**Signatures**

Faculty Member(s) \_\_\_\_\_ date \_\_\_\_\_  
 Immediate supervisor(s) \_\_\_\_\_ date \_\_\_\_\_  
 Pathway Dean \_\_\_\_\_ date \_\_\_\_\_  
 Dean of Online Campus/E-Learning \_\_\_\_\_ date \_\_\_\_\_



**Collective Bargaining Agreement 2023-2025**

**Appendix E-3b  
Non-Commissioned E-Learning Course Development Agreement  
For Blended Courses**

**Faculty member(s):** \_\_\_\_\_

**Course to be developed:** \_\_\_\_\_

A blended course is defined as a formal educational modality in which up to 79% of the direct instruction can delivered using technology. The student and instructor are separated by time and/or space. There is a requirement in a blended course section for scheduled class sessions to meet in a physical location. Learning materials and activities intended for virtual delivery in a blended course occur in the College's Learning management system (LMS).

Course materials may include content objects, images, audio and video files, assignment materials, assessment instruments, and other learning strategies and information designed to be used in a blended instructional context. If any course activities occur outside of the LMS, grades, tracking, and other artifacts of engagement must be ported to the College's LMS in order to support potential grade appeals, faculty evaluation of teaching, early alert reporting, and attendance verification.

Alignment with Broward College Quality Standards for E-Learning is ensured through the instructional design of the course, and the evaluation of educational effectiveness, including assessments of student learning outcomes and student retention. Students will also be surveyed with regard to their satisfaction with the technology used and technical support provided.

I. The administration and I will assess my professional development needs. To prepare me for course development, the college shall provide and I agree to successfully complete a series of structured professional development activities with the following learning outcomes:

- a. incorporate the learning outcomes as defined in the course outline to achieve in a blended context and design learning activities, assessments, and strategies that support these outcomes;
- b. develop a course syllabus that maps learning outcomes to course activities and to assessment;
- c. use online communications tools and strategies to support learning and student engagement;
- d. use online assessment strategies and tools to measure students' achievement of learning outcomes;
- e. using the learning management system's administrative tools to track student progress and activity;
- f. design course learning strategies, activities, and goals using sound instructional design principles.

II. I agree to develop the course so that it meets the existing student learning outcomes as stated in the course outline.



**Collective Bargaining Agreement 2023-2025**

III. I agree to develop the course and/or course materials using the learning management system, hardware, and software provided by the College.

IV. The College will provide me with instructional design and technological and creative services (i.e., support faculty in the design of interactive media or activities) to assist me in the development of the course.

V. For developing the specified non-commissioned blended course, I shall not receive extra compensation or reassign time.

VI. I understand that I must satisfy the following to successfully develop my noncommissioned blended course:

- a. participate in an initial consultation with the designated instructional designer;
- b. satisfy the Online Course Development Midpoint Review by a designated instructional designer, Faculty Reviewer, Associate Dean/immediate supervisor, and Dean of Online Campus/E-Learning before it can be scheduled;
- c. satisfy the Online Course Development Final Review by the designated instructional designer, Faculty Reviewer, Associate Dean/immediate supervisor, and Dean of Online Campus/E-Learning before the course can be offered.
- d. ensure that all general and specific learning outcomes associated with the course can be achieved and that all BC Quality Standards for E-Learning have been met.
- e. Complete the course development within a 6-month timeframe from the signature of this document.

VII. I understand that I retain the intellectual property rights to non-commissioned online course materials that I develop, in accordance with 2.60 and 7.70 of this Collective Bargaining Agreement.

VIII. I agree to collaborate with the Instructional Design staff to maintain and update the course so that it remains current.

IX. I agree not to sell or deliver this e-learning course or associated course materials developed under this agreement.

**Signatures**

Faculty Member(s) \_\_\_\_\_ date \_\_\_\_\_  
 Immediate supervisor(s) \_\_\_\_\_ date \_\_\_\_\_  
 Pathway Dean \_\_\_\_\_ date \_\_\_\_\_  
 Dean of Online Campus/E-Learning \_\_\_\_\_ date \_\_\_\_\_



**Collective Bargaining Agreement 2023-2025**

**Appendix E-4**

**Course Instruction Agreement (CIA)  
For E-Learning Courses**

**Faculty member(s):** \_\_\_\_\_

This agreement is used for faculty preparing to deliver an e-learning course. The course will be delivered using the College’s learning management system. The course must be taught as is, in its entirety, and may not be modified other than to change personal information, assignment due dates, and materials/assessments/assignments pursuant to Article 7.70.II.E.

Course materials are defined as content objects, images, audio and video files, assignment materials, assessment instruments, other learning strategies and information designed to be used in an e-learning instructional context.

- I. The administration and I will assess my professional development needs to support the successful delivery of my e-learning course. To prepare me for course delivery, the college shall provide and I agree to successfully complete a series of structured professional development activities with the following learning outcomes:
  - a. update a course syllabus and schedule that maps learning outcomes to course activities and to assessment;
  - b. use online communications tools and strategies to support learning and student engagement;
  - c. use online assessment strategies and tools to measure students’ achievement of learning outcomes;
  - d. use the learning management system’s administrative tools to track student progress and activities.
  
- II. I agree to deliver the course so that it meets the existing student learning outcomes as stated in the course outline.
  
- III. I agree to deliver the course and/or course materials using the learning management system, hardware, and software provided by the College.
  
- IV. The College will provide technological and pedagogical support to assist me in the delivery of the course.
  
- V. Whenever I teach/deliver this e-learning course, I understand that I will participate in the Student Opinion of Instruction Survey.
  
- VI. I agree not to deliver e-learning course materials associated with this course to any institution of higher education operating in the State of Florida.

**Signatures**

Faculty Member(s) \_\_\_\_\_ date \_\_\_\_\_  
 Immediate supervisor(s) \_\_\_\_\_ date \_\_\_\_\_  
 Pathway Dean \_\_\_\_\_ date \_\_\_\_\_  
 Dean of Online Campus/E-Learning \_\_\_\_\_ date \_\_\_\_\_



**Collective Bargaining Agreement 2023-2025**

**Appendix E5**

**BC Quality Standards for Flexible Learning Course Design Checklist**

This BC Quality Standards for Flexible Learning Course Design Checklist is used to document and ensure that all flexible learning courses include the standards below.

BC Course ID and Title:	
Faculty:	

General Standard 1: Course Overview	
1. Expectations for participation in a flexible learning course are clearly stated	
2. Minimum technology requirements, computer skills, and digital information literacy skills for the course are clearly stated.	

General Standard 2: Syllabus	
2.1 Course includes a syllabus with course name, course number, and any course pre- and co-requisites.	
2.2 Syllabus includes a course description, general outcomes (and specific learning outcomes if required for accreditation) as provided in the most current and approved BC course outline.	
2.3 Syllabus includes the name of textbook(s), author, edition and publisher, required materials or open educational resources, and any supplemental material required for the course.	
2.4 Syllabus includes the class attendance and participation policy.	
2.5 Syllabus includes office hours available for student consultation or a statement that the hours available for student consultation are posted on the outside of the Faculty member’s office door and in the learning management system.	
2.5 Syllabus includes methods of evaluation and grading policy [the elements and factors (to include points and/or weights) that will determine the final course grade, including the grading scale].	
2.6 Syllabus includes office location(s), office phone number, college e-mail address, and emergency phone numbers	
2.7 Syllabus includes statements regarding the availability of student resources including Accessibility Resources, Seahawk Outreach Services (SOS), Libraries/ASC (if applicable), and other resources deemed applicable by the Faculty.	

General Standard 3: Assessment	
3.1 All quizzes and/or exams as well as instructions and any time limit are available in the learning management system.	

General Standard 4: Course Technology	
4.1 Link for Zoom video conferencing is available in the course via the D2L Communication tool.	

Faculty will submit the checklist above along with a copy of their syllabus to the Associate Dean/immediate supervisor.



**Collective Bargaining Agreement 2023-2025**

**Appendix F-1**

**Learning Community Preapproval Application**

**Section A: Applicants' Information**

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The Faculty submitting the proposal should be listed below:

First Name: \_\_\_\_\_  
Course Name/Number: \_\_\_\_\_  
Course Credit Hours: \_\_\_\_\_  
Campus: \_\_\_\_\_  
Department: \_\_\_\_\_

Last Name: \_\_\_\_\_  
Modality: \_\_\_\_\_  
BC E-mail: \_\_\_\_\_  
Maximum # of Students: \_\_\_\_\_  
Associate Dean: \_\_\_\_\_

First Name: \_\_\_\_\_  
Course Name/Number: \_\_\_\_\_  
Course Credit Hours: \_\_\_\_\_  
Campus: \_\_\_\_\_  
Department: \_\_\_\_\_

Last Name: \_\_\_\_\_  
Modality: \_\_\_\_\_  
BC E-mail: \_\_\_\_\_  
Maximum # of Students: \_\_\_\_\_  
Associate Dean: \_\_\_\_\_

Are you willing to teach the LC for at least 2 consecutive semesters?

- Yes                                       No                                       Maybe

In which semesters or terms would you like the LC to run?

- Fall \_\_\_\_/(year)                       Spring \_\_\_\_/(year)                       Summer \_\_\_\_/(year)  
Session \_\_\_\_                                      Session \_\_\_\_                                      Session \_\_\_\_

**Section B: Learning Community Proposal**

---

LC Proposal Type (select one):

- New                                       Adaptation (Repeat with changes)                       Repeat

Which pedagogies of engagement will be used to integrate the material from the two or more disciplinary courses?

- Student-led discussions                       Innovative use of technology/software                       Student speeches or presentations  
 Creative projects                                       Community-based learning                                       Reflective essays/journaling  
 Student performances                                       Field trips                                       Research paper/project  
 Online learning                                       Guest speakers                                       Service or volunteer projects  
 Contextualization                                       Short-term travel                                       Other:

Describe proposed LC Theme and LC Purpose. Describe the benefits to students of linking these courses.

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## **Collective Bargaining Agreement 2023-2025**

### **Section C: Acknowledgements**

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A learning community (LC) weaves together the learning, skills, and assignments for a shared cohort of students of two or more classes into a unified mosaic of educational objectives by blending the instruction of two or more disciplines. The same cohort of students enrolls in all classes within the LC while the Faculty of the paired courses work together, communicating a unified mission or theme of the LC.

At BC, LCs are paired courses. Paired courses are courses in which students must register for all courses of the LC cohort. They are individually scheduled.

If Faculty decide to cancel their planned LC prior to the start of the semester or term, they must notify the LC coordinators and appropriate ADs in writing.

Faculty acknowledge the following must be completed before payment is processed:

- Submit F2 form no later than 60 days prior to the first class meeting day of the semester/term
- Submit complete syllabi including assignment schedules to LC coordinators by Friday of first full week of classes
- Will or have attended an LC Orientation since 2022
- Will consult with LC partner before LC Partner Training, once formally approved
- Will attend an LC Partner Training for each new LC or new LC partner
- Will meet regularly with LC partner throughout the semester to coordinate LC functions
- Will follow the LC guidelines and submit the appropriate forms and surveys, once formally approved
- Understand if the LC courses do not make due to enrollment, the courses may be unlinked or faculty may be assigned another course at the discretion of Associate Dean(s); LC courses are not guaranteed
- Understand for attending any of the above training sessions faculty will receive PD credit and not monetary





## **Collective Bargaining Agreement 2023-2025**

### **Compensation**

- Zone 1 stipend for each Faculty member in paired LC courses.
- Payment will be processed after the end of the semester upon completion of the Learning Community, submission of all LC forms, syllabi, and exit survey.

### **Next Steps**

Upon completion and approval of this form, LC Faculty shall:

1. Meet with LC faculty partner to complete LC Partnership Consultation Form
2. Sign up for LC Orientation or LC Partner Training, as needed
3. Develop LC by appropriate deadlines

Upon completion and approval of this form, Associate Deans shall:

1. Schedule course sections
2. Create co-requisite links for course sections
3. Add any necessary notes or indicators on LC sections

### **Signature**

By signing this form, you confirm the acknowledgements and agree to complete the next steps for each party listed above:

Faculty Member(s)	Date:
	_____
	Date:
	_____
Learning Community Coordinator(s)	Date:
	_____
	Date:
	_____
Associate Dean(s)	Date:
	_____
	Date:
	_____
Pathway Dean(s)	Date:
	_____
	Date:
	_____



**Collective Bargaining Agreement 2023-2025**

**Appendix F-2:**  
**Learning Community Integrative Experience Form**  
**Please Note: Due 60 days prior to LC start date**

**Section A: LC Faculty & Class Information**

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LC Date (select one):     Fall \_\_\_\_ / Session \_\_\_\_     Spring \_\_\_\_ / Session \_\_\_\_     Summer \_\_\_\_ / Session \_\_\_\_

First Name: _____	Last Name: _____
Course Number: _____	Course Reference #: _____
Course Name: _____	
Course Credit Hours: _____	Campus: _____
Meeting Days: _____	Meeting Time: _____ Start Time: _____ End Time: _____
BC E-mail: _____	Telephone: _____
Department: _____	Associate Dean: _____
Modality: _____	Max # of Students: _____

First Name: _____	Last Name: _____
Course Number: _____	Course Reference #: _____
Course Name: _____	
Course Credit Hours: _____	Campus: _____
Meeting Days: _____	Meeting Time: _____ Start Time: _____ End Time: _____
BC E-mail: _____	Telephone: _____
Department: _____	Associate Dean: _____
Modality: _____	Max # of Students: _____

**Section B: Integrative Learning Experiences**

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Please note, an integrative learning experience is considered but not limited to the following:

- |                         |                                       |  |
|-------------------------|---------------------------------------|--|
| Student-led discussions | Innovative use of technology/software | Student speeches or presentations      |
| Creative projects       | Community-based learning              | Reflective essays/journaling           |
| Student performances    | Field trips                           | Research paper/project                 |
| Online learning         | Guest speakers                        | Service Learning or volunteer projects |
| Contextualization       | Short-term travel                     | Class activities (ex: watching film)   |

Name of LC: \_\_\_\_\_

Describe thematic focus & LC purpose:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**Collective Bargaining Agreement 2023-2025**

Describe Integrative Learning Experience #1: Provide a general description.

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Name of Course #1:	Name of Course #2:
Specific Tasks:	Specific Tasks:
Methods of Assessment:	Methods of Assessment:
Shared Student Learning Outcomes:	Shared Student Learning Outcomes:

Describe Integrative Learning Experience #2: Provide a general description.

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Name of Course #1:	Name of Course #2:
Specific Tasks:	Specific Tasks:
Methods of Assessment:	Methods of Assessment:
Shared Student Learning Outcomes:	Shared Student Learning Outcomes:



**Collective Bargaining Agreement 2023-2025**

Additional Assignment or Projects:

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**Section C: Syllabi**

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Submit complete syllabi including assignment schedules to LC coordinators by Friday of first full week of classes.

It is strongly recommended to include the following statement in your syllabus:

Special Information about This Course:

Congratulations! You are part of a Learning Community. Our class is part of a Learning Community Cohort called (Insert LC Name). It is based on a highly successful college model that links (Insert courses). Your faculty, (Insert Professor Names), will be working closely with you and linking a few Learning Experiences with rewarding results. The Learning Communities (LC) program serves to strengthen student learning and success by fostering a variety of skills, including motivation, leadership, and real-world success.

Signatures:

Faculty Member(s)

Date:

\_\_\_\_\_

Date:

Learning Community Coordinator(s)

Date:

\_\_\_\_\_

Date:

Associate Dean(s)

Date:

\_\_\_\_\_

Date:

Pathway Dean(s)

Date:

\_\_\_\_\_

Date:

\_\_\_\_\_



**Collective Bargaining Agreement 2023-2025**

**BROWARD COLLEGE FACULTY AND FACULTY LIBRARIAN  
SELF-ASSESSMENT FORM**

DIRECTIONS: This form is to be completed by the Faculty.

This Self-Assessment will be used as a source of information along with the Classroom Observation and any supporting examples by the Associate Dean/immediate supervisor to complete the Summative Evaluation of the Faculty’s or Faculty Librarian’s performance.

NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

DEPARTMENT: \_\_\_\_\_ CAMPUS: \_\_\_\_\_

**Directions for Assigning Ratings**

Select the appropriate descriptive rating based on the following definitions:

- **Exceeds Expectations** — evidence indicates that the faculty member consistently exceeds expectations.
- **Meets Expectations** — evidence indicates that the faculty member consistently meets expectations.
- **Needs Improvement** — the faculty member recognizes that moderate to significant improvement is needed.
- **Not Applicable** — the expectation listed is not applicable to the execution of the faculty’s contractual obligations.

If applicable to the criteria, Faculty may provide specific examples or a detailed explanation in the Comments section to support the rating.

I. Teaching

**A. Content Knowledge** is the formally-recognized knowledge and skills faculty members possess in a chosen field. A professor’s professional expertise ensures that content is taught in adequate depth.

Exceeds expectations

Meets expectations

Needs Improvement

Not Applicable



**Collective Bargaining Agreement 2023-2025**

FACULTY AND FACULTY LIBRARIANS CRITERIA		RATING			COMMENTS
1	Present content in adequate depth to appropriately address the learning outcomes of the course.	E NA	M	NI	

**B. Instructional Delivery** represents those interactive skills that promote or facilitate the achievement of learning outcomes.

Exceeds expectations

Meets expectations

Needs Improvement

Not Applicable

FACULTY AND FACULTY LIBRARIANS CRITERIA		RATING			COMMENTS
2	Communicate effectively as applicable to class format and delivery method.	E NA	M	NI	
3	Facilitate effective communication as applicable with and among students.	E NA	M	NI	
4	Present content to stimulate student interest and intellectual curiosity.	E NA	M	NI	
5	Encourage student input.	E NA	M	NI	
6	Refer students to use additional learning and library resources when deemed necessary by the professor.	E NA	M	NI	



**Collective Bargaining Agreement 2023-2025**

**C. Instructional Management** includes those organizational and operational tasks involved in maintaining and operating a class or employing strategies, resources, and/or library activities that support learning outcomes.

Exceeds expectations

Meets expectations

Needs Improvement

Not Applicable

FACUTLY CRITERIA		RATING			COMMENTS
7	Publish required elements of the current course syllabus to the Syllabus Library by the 60-day deadline and release the complete syllabus in the college’s learning management system one day prior to the start of class.	E NA	M	NI	
8	Review the current course syllabus during the first week of class.	E NA	M	NI	
9	Employ instructional materials, that support the learning outcomes.	E NA	M	NI	
10	Utilize instructional strategies and activities appropriate to the academic discipline that enable students to achieve the learning outcomes.	E NA	M	NI	
11	Review constructive and relevant feedback from Student Opinion of Instruction to inform instructional practice.	E NA	M	NI	
12	Prepare and organize material prior to class meetings.	E NA	M	NI	



**Collective Bargaining Agreement 2023-2025**

FACUTLY CRITERIA		RATING			COMMENTS
13	Maintain and retain accurate grade records of student performance.	E NA	M	NI	
14	Use assessments and assignments that align with course learning outcomes.	E NA	M	NI	
15	Provide timely constructive feedback on assessments (e.g., exams, assignments, papers).	E NA	M	NI	
16	Treat all students with fairness, equity, and respect.	E NA	M	NI	

FACULTY LIBRARIAN CRITERIA		RATING			COMMENTS
17	Employ strategies, resources, and/or library activities that support the learning outcomes	E NA	M	NI	
18	Review constructive and relevant feedback from library assessments (e.g. student surveys) to inform instructional practice.	E NA	M	NI	
19	Prepare and organize materials and resources prior to class meetings.	E NA	M	NI	





**Collective Bargaining Agreement 2023-2025**

FACULTY LIBRARIAN CRITERIA		RATING			COMMENTS
20	Treat all students with fairness, equity, and respect	E NA	M	NI	
21	Utilize appropriate instructional strategies and activities that enable students to achieve the learning outcomes	E NA	M	NI	

**D. Service to Students** comprises work done to benefit students outside of holding class or responding to student work.

FACULTY AND FACULTY LIBRARIANS CRITERIA		RATING			COMMENTS
16	Faculty maintain established student office hours.  Faculty Librarians maintain office hours in varied modalities (SRAs, chat, etc.)	E NA	M	NI	
17	Encourage students to explore the relationship between curricula and potential careers.	E NA	M	NI	
18	Encourage applicable student participation in, assist in planning of, and/or facilitate co-curricular activities (e.g., field trips, guest speakers, etc.).	E NA	M	NI	

Additional Comment(s):



**Collective Bargaining Agreement 2023-2025**

II. Service to the College: List any college-related activities other than teaching and professional development that support the College (e.g., committee work, campus/Pathway/departmental governance, Faculty Senate or UFF-BC participation). See Article 7.20 for types of activities that are considered as service to the College.

Exceeds expectations

Meets expectations

Needs Improvement

Not Applicable

FACULTY AND FACULTY LIBRARIANS CRITERIA		RATING			COMMENTS
19	Respond in a timely manner to requests for information from appropriate college personnel.	E NA	M	NI	
20	Participate in shared governance through professional obligations pursuant to CBA Article 7.20. (E.G. Faculty Senate, college standing committees, departmental committees, etc.).	E NA	M	NI	
21	Participate in the graduation ceremony according to the Collective Bargaining Agreement pursuant to CBA Article 7.60.	E NA	M	NI	

Additional Comment(s):

III. Professional Development:

A. List how you satisfied the professional development requirements during the relevant evaluation period pursuant to Article 7.40. Professional development may include activities in the following categories: fostering a supportive learning environment, assessment and reflection, continued learning in area of discipline, continued learning of evidence-based best practices, and technology to enhance instruction.



**Collective Bargaining Agreement 2023-2025**

B. Please describe how you plan to satisfy the professional development requirements during the next evaluation period pursuant to Article 7.40. Professional development plans may include activities in the following categories: fostering a supportive learning environment, assessment and reflection, continued learning in area of discipline, continued learning of evidence-based best practices, and technology to enhance instruction.

IV. Optional Activities or Achievements

List any optional community service activities in which you engaged during the evaluation period. (Explain your role and time spent).

List any honors, professional achievements (e.g., certifications), or awards received during the evaluation period.

Faculty Signature \_\_\_\_\_ Date \_\_\_\_\_

Filed with the Faculty and the Associate Dean/immediate supervisor.

Note: Both parties agree that this evaluation form will be implemented in February 2025.



**Collective Bargaining Agreement 2023-2025**

**BROWARD COLLEGE CONTINUING CONTRACT FACULTY AND FACULTY LIBRARIAN  
SUMMATIVE EVALUATION FORM**

**This Summative Evaluation is based on the Faculty and Faculty’s Self-Assessment, Student Opinion of Instruction, if applicable, and the Classroom Observation(s) conducted by the Associate Dean(s). The Associate Dean/immediate supervisor shall not use AI to generate the evaluation. The Associate Dean/immediate supervisor may not share faculty-created content, such as course materials or self-evaluations, with artificial intelligence utilizing large language models for review purposes without the consent of the faculty member.**

NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

DEPARTMENT: \_\_\_\_\_ CAMPUS: \_\_\_\_\_

**Directions and Criteria for Assigning Ratings**

Select the appropriate descriptive rating based on the following criteria:

- **Exceeds Expectations** – Evidence indicates that the faculty member consistently exceeds expectations.
- **Meets Expectations** – Evidence indicates that the faculty member consistently meets expectations.
- **Needs Improvement** – Evidence indicates moderate to significant concerns in the given area. A formal Improvement Plan is needed. A detailed explanation of concerns and necessary improvements should be outlined in Comments to justify the rating.
- **Not Applicable** – Expectation listed does not apply to the individual faculty’s fulfillment of professional obligations or insufficient evidence observed to assign a rating.

After selecting your ratings, provide comments/examples/recommendations for each category. For ratings of Needs **Improvement**, provide specific examples or a detailed explanation supporting the rating.

**I. Teaching**

**A. Content Knowledge** is the formally-recognized knowledge and skills faculty members possess in a chosen field. A professor’s professional expertise ensures that content is taught in adequate depth.

Exceeds expectations

Meets expectations

Needs improvement

Not applicable

Comment(s) / Recommendations:



**Collective Bargaining Agreement 2023-2025**

**B. Instructional Delivery** represents those interactive skills that promote or facilitate the achievement of learning outcomes.

Exceeds expectations            Meets expectations            Needs improvement

Not applicable

Comment(s) / Recommendations:

**C. Instructional Management** includes those organizational and operational tasks involved in maintaining and operating a class or employing strategies, resources, and/or library activities that support learning outcomes.

Exceeds expectations            Meets expectations            Needs improvement

Not applicable

Comment(s) / Recommendations:

**D. Service to Students** comprises work done to benefit students outside of holding class or responding to student work.

Exceeds expectations            Meets expectations            Needs improvement

Not applicable

Comment(s) / Recommendations:

**II. Service to the College**

List any college-related activities other than teaching and professional development that support the College (e.g., committee work, campus/Pathway/departmental governance, Faculty Senate or UFF-BC participation). See Article 7.20 for types of activities that are considered as service to the College.

Exceeds expectations            Meets expectations            Needs improvement

Not applicable



**Collective Bargaining Agreement 2023-2025**

Comment(s) / Recommendations:

**III. Professional Development**

Pursuant to Article 7.40, Faculty and Librarians shall receive a minimum rating of “Meets Expectations” if the last professional development cycle was completed on time.

Exceeds expectations                      Meets expectations                      Needs improvement

Not applicable

Comment(s) / Recommendations:

**IV. Optional Activities or Achievements**

List any optional community service activities in which the Faculty member engaged during the evaluation period.

List any honors, professional achievements (e.g., certifications), or awards the Faculty member received during the evaluation period.

**Performance Improvement Plan, If Needed**

If “Needs Improvement” rating is checked for any of the categories above, a Performance Improvement Plan and a completion timeline will be developed in consultation with the Faculty pursuant to Article 7.50.

**Signature**

Your signature does not necessarily indicate agreement with this evaluation and is required only to indicate that you have had an opportunity to review it and discuss the contents with your supervisor.

Date of Evaluation Conference:			
Length of Evaluation Conference (time):			
Faculty’s Signature:		Date:	



**Collective Bargaining Agreement 2023-2025**

FACULTY’S COMMENT(S) (Optional):

The following signatures indicate this evaluation has been reviewed:

Date		Signatures	
			Associate Dean/Immediate Supervisor
			Pathway Dean
			Vice Provost of Academic Affairs

Number of attached pages, if any: \_\_\_\_\_.

Note: Both parties agree that this evaluation form will be implemented in February 2025.



**Collective Bargaining Agreement 2023-2025**



**Student Opinion of Instruction and Course Design**

Division of Talent and Culture • 6400 NW 6<sup>th</sup> Way • Fort Lauderdale, FL 33309 • (954) 201-7264

**DIRECTIONS:** This is an opportunity for you to express some of your personal opinions about this course and your instructor. If this opinion of instruction is going to be meaningful, you will have to respond honestly and in as much detail as possible. Your responses could have a very positive impact on improving instruction. Do not to sign this form. Your instructor will not receive your opinion of instruction until after the semester/term is over.

INSTRUCTOR \_\_\_\_\_ COURSE \_\_\_\_\_ REF NUMBER \_\_\_\_\_  
 \_\_\_\_\_

TERM \_\_\_\_\_ YEAR \_\_\_\_\_ TIME/DAY \_\_\_\_\_  
 \_\_\_\_\_

What grade do you expect to receive in this course? \_\_\_\_\_

Was a course syllabus posted to the learning management system (i.e., D2L course shell) within the first week of class? Yes \_\_\_\_\_ No \_\_\_\_\_

Did the course syllabus indicate the professor's office/student hours? Yes \_\_\_\_\_ No \_\_\_\_\_

For each of the following statements, indicate whether you strongly agree, agree, neither agree nor disagree, disagree, or strongly disagree.

	Strongly Agree	Agree	Neither Agree nor Disagree	Disagree	Strongly Disagree
The syllabus lists clear course objectives.					
The syllabus includes a clear grading procedure.					
The syllabus includes a clear attendance policy.					
The assignments in this course contributed to my understanding and learning of the course content.					
Assessment grades and/or feedback in this course were provided within a reasonable time-frame.					





**Collective Bargaining Agreement 2023-2025**

I understand how my grades are determined in this course.					
The professor was routinely prepared for course meetings.					
The professor uses a variety of teaching methods (for example: group work, lectures, discussions, demonstrations, simulations, question and answer, or videos).					
The professor encourages students to ask questions during course sessions					

What is your overall of this professor?

- I would highly recommend this professor to another student needing the same course.
- I would recommend this professor to another student needing the same course.
- I am unsure whether I would recommend this professor to another student needing the same course (I have a neutral opinion).
- I might not recommend this professor to another student needing the same course.
- I would not recommend this professor to another student needing the same course.

Explain your above choice (optional):

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Please provide any additional comments you think are necessary:

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Retained by the professor after the completion of the semester/term.

AN EQUAL ACCESS/EQUAL OPPORTUNITY INSTITUTION



**Collective Bargaining Agreement 2023-2025**

**BROWARD COLLEGE  
COUNSELOR SELF-EVALUATION**

**Directions:** The purpose of this form is to allow the faculty member an opportunity to annually appraise his/her strengths, areas in need of improvement, and professional activities. The completed form may serve as a diagnostic tool between the faculty member and the supervisor during the evaluation conference. Any other information that may be useful to the supervisor in the evaluation process may be attached. This form is to be submitted to your supervisor at least one week prior to the Evaluation Conference. After the Evaluation Conference the supervisor will return both copies.

**FACULTY MEMBER’S NAME:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**DEPARTMENT:** \_\_\_\_\_

**CAMPUS:** \_\_\_\_\_

**COUNSELING**

Commendable	Satisfactory	Needs Improvement	Not Observed, not Applicable or Do Not Know
-------------	--------------	-------------------	---

- |    |  |       |       |       |       |
|----|--|-------|-------|-------|-------|
| 1. | I assist students with career, occupational and educational information.                               | _____ | _____ | _____ | _____ |
| 2. | I refer students to appropriate campus or community resources in accord with my professional judgment. | _____ | _____ | _____ | _____ |
| 3. | I interpret test scores and where appropriate prepare profiles of the results for students.            | _____ | _____ | _____ | _____ |
| 4. | I fulfill the obligation of any activity for which a supplement is paid.                               | _____ | _____ | _____ | _____ |
| 5. | I fulfill the obligation of any additional specialty assignment as agreed to with my supervisor.       | _____ | _____ | _____ | _____ |
| 6. | I counsel individuals who are changing career and/or occupational goals.                               | _____ | _____ | _____ | _____ |
| 7. | I provide crisis intervention when necessary.  | _____ | _____ | _____ | _____ |
| 8. | I provide letters of recommendation for employers and other colleges.                                  | _____ | _____ | _____ | _____ |



**Collective Bargaining Agreement 2023-2025**

**Page 2  
Counselor Self-Evaluation**

Commendable	Satisfactory	Needs Improvement	Not Observed, not Applicable or Do Not Know
-------------	--------------	-------------------	---

9.	I provide information concerning questions about admissions, college curricula, course selection, and transferability of programs of study.	___	___	___	___
10.	I participate in research and evaluation projects pertinent to Student Affairs.	___	___	___	___
11.	I participate in activities that promote student success and retention.	___	___	___	___
12.	I assist counselees with the development of short and long term goals and decisions.	___	___	___	___
13.	I serve as an advocate for students in accordance with my professional judgment.	___	___	___	___
14.	I provide personal counseling and emotional support.	___	___	___	___
15.	I assume my share of department, campus and college responsibilities.	___	___	___	___

**Self Report of Activities**

Identify and describe your activities and accomplishments that have promoted the academic success of students.



**Collective Bargaining Agreement 2023-2025**

**Page 3**  
**Counselor Self-Evaluation**

**COMMENTS:** (Additional strengths/accomplishment to be considered).



**Collective Bargaining Agreement 2023-2025**

**Page 4**  
**Counselor Self Evaluation**

**PART I**

**PROFESSIONAL GROWTH AND DEVELOPMENT – COUNSELOR SELF-EVALUATION**

**PLEASE PROVIDE ANY OF THE FOLLOWING INFORMATION THAT YOU FEEL IS IMPORTANT IN DESCRIBING YOUR PERFORMANCE OVER THE PAST YEAR.**

- I. Professional Growth and Development
  - A. List any credit or non-credit courses taken during the past year and any new degrees earned or awarded.
  - B. List any workshops, conferences, or other professional activities you conducted or participated in during the past year.
  - C. List any papers presented, articles published, books authored or edited, research conducted, grant proposals written, manuscripts evaluated, and consultant activities conducted during the past year.



## **Collective Bargaining Agreement 2023-2025**

### **Page 5 Counselor Self-Evaluation**

D. List any professional organizations in which you had an active role during the past year and describe your responsibilities.

II. Non-Counseling Responsibilities

List any campus, college, state, or national committees on which you served during the past year.

III. Community Service. List any community service activities which you engaged in during the past year.



**Collective Bargaining Agreement 2023-2025**

**Page 6**  
**Counselor Self-Evaluation**

IV. List any honors or awards received during the past year.

V. Other



**Collective Bargaining Agreement 2023-2025**

**Page 7**  
**Counselor Self-Evaluation**

VI. Professional Development Plan

The year in which your 3 year professional development plan cycle will end is \_\_\_\_\_.

Please outline a proposed professional development plan and/or indicate your progress in completing a current development plan.

Signature of Faculty Member: \_\_\_\_\_ Date: \_\_\_\_\_





**Collective Bargaining Agreement 2023-2025**

**Page 8**

**Part II**

**SUMMARY OF COUNSELOR'S PERFORMANCE: To be completed by the evaluator.**

**1A. Counseling**

**More than Satisfactory \_\_\_ Satisfactory \_\_\_ Needs Improvement \_\_\_**

If "Needs Improvement" rating is checked for this specific category, a mutually designed plan specifying corrective action and a timetable must be completed.

**Comment(s)/Recommendations:**

**Improvement Plan: If required.**

Date(s) for follow-up conference(s): \_\_\_\_\_

Date for completion of improvement plan: \_\_\_\_\_



**Collective Bargaining Agreement 2023-2025**

Page 9

**1B. SERVICE TO STUDENTS**

More than Satisfactory \_\_\_ Satisfactory \_\_\_ Needs Improvement \_\_\_

Comment(s)/Recommendations:

**2. SERVICE TO THE DEPARTMENT/COLLEGE/COMMUNITY**

More than Satisfactory \_\_\_ Satisfactory \_\_\_ Needs Improvement \_\_\_

Comment(s)/Recommendations:

**3. PROFESSIONAL ACTIVITIES/SCHOLARSHIP AND CREATIVE WORK**

More than Satisfactory \_\_\_ Satisfactory \_\_\_ Needs Improvement \_\_\_

Comment(s)/Recommendations:



**Collective Bargaining Agreement 2023-2025**

**Page 10**

**PART III**

**Acknowledgments**

Date of Evaluation Conference: \_\_\_\_\_

Length of Evaluation Conference: \_\_\_\_\_

Faculty Member's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Your signature does not necessarily indicate agreement with this evaluation and is required only to indicate that you have had an opportunity to review it and discuss the contents with your supervisor.

**COUNSELOR'S COMMENT(S):** Optional

The following signatures indicate this evaluation has been reviewed:

Supervisor: \_\_\_\_\_

Date: \_\_\_\_\_

Dean of Student Affairs: \_\_\_\_\_

Date: \_\_\_\_\_

Vice President of Student Affairs: \_\_\_\_\_

Date: \_\_\_\_\_

President: \_\_\_\_\_

Date: \_\_\_\_\_

Number of attached pages, if any: \_\_\_\_\_



**Collective Bargaining Agreement 2023-2025**

**Broward College Faculty Classroom Observation Form  
For Synchronous Courses (Face-to-Face, Online Live, Blended, and Flexible Learning)**

This form is to be filled out during or following each classroom observation. Observation notes and feedback should be specific, representing the criteria listed on this form and should contain information directly observed by the Associate Dean/immediate supervisor during the observation. Input from non-observers must not constitute any part of the observation. Comments should promote constructive feedback and foster improved instruction.

**Faculty Observed:**

**Course ID and Reference Number:**

**Modality:**

**Campus, Building, Room OR Zoom:**

**Time:**

**Date:**

**Length of Observation (min. 30 minutes):**

**Type of Class (e.g., lab, lecture, etc.):**

**Directions for Assigning Ratings**

Select the appropriate descriptive rating based on the following definitions:

- **Exceeds Expectations** – Evidence indicates that the instructor consistently exceeds expectations. Specific examples illustrating exceptional performance should be included in commentary response to the questions provided at the end of this form to support the rating.
- **Meets Expectations** – Evidence indicates that the instructor meets expectations. The observer does not identify specific concerns in the given area.
- **Needs Improvement** – Evidence indicates moderate to significant concerns in the given area. A formal improvement plan may be needed. A detailed explanation of concerns and necessary improvements should be outlined in the commentary response to the questions provided at the end of this form to support the rating.
- **Not Applicable**—Expectation listed does not apply to the individual faculty’s fulfillment of professional obligations, criteria is not applicable to the particular lesson evaluated, or insufficient evidence observed to assign a rating.

After selecting your ratings, provide commentary for each category. For ratings of Exceeds Expectations and Needs Improvement, provide specific examples or a detailed explanation supporting the rating.

Exceeds expectations

Meets expectations

Needs improvement

Not Applicable



**Collective Bargaining Agreement 2023-2025**

**Organization/Preparation for Class**

Provided an overview of what will be covered during class.	E	M	NI	N/A
Presentation was consistent with topical objectives.	E	M	NI	N/A
Aligned learning materials, activities, and assessments with the learning outcomes.	E	M	NI	N/A
Comments:				

**Communication Skills/Presentation**

Showed enthusiasm for teaching and maintained a positive learning environment.	E	M	NI	N/A
Summarized major points.	E	M	NI	N/A
Presented material that was at an appropriate level of rigor.	E	M	NI	N/A
Presented material relevant to the purpose of the course.	E	M	NI	N/A
Demonstrated a depth of knowledge in the discipline.	E	M	NI	N/A
Presented topics in a logical, well-paced sequence.	E	M	NI	N/A
Used course materials effectively to manage and facilitate learning.	E	M	NI	N/A
Facilitated discussions or other forms of interaction effectively, including keeping students on topic and on task.	E	M	NI	N/A
Explained content with clarity, defining terms and concepts.	E	M	NI	N/A
Clarified complex or difficult concepts by providing additional explanations or examples.	E	M	NI	N/A
Used clear examples to emphasize important points.	E	M	NI	N/A
Maintained appropriate eye contact while speaking at an effective volume and pace.	E	M	NI	N/A
Comments:				

Exceeds expectations

Meets expectations

Needs improvement

Not Applicable



**Collective Bargaining Agreement 2023-2025**

**Rapport With Students**

Actively encouraged student questions and provided thorough responses.	E	M	NI	N/A
Created an environment where students are willing to express their opinions and actively participate.	E	M	NI	N/A
Questioned students to determine their understanding and provided sufficient time for students to answer.	E	M	NI	N/A
Created a professional atmosphere conducive to learning.	E	M	NI	N/A
Treated all students with respect.	E	M	NI	N/A

Comments:

**ASSOCIATE DEAN/IMMEDIATE SUPERVISOR SUMMARY**

Provide additional comments here as needed.

**FACULTY COMMENTS (Optional)**

Your signature does not necessarily indicate agreement with this observation and is required only to indicate that you have had an opportunity to review it and discuss the contents with the observer or supervisor.

**Signature of Faculty:**

**Date:**

**Signature of Observer:**

**Date:**

**Post-visitation Conference Date:**

*Annual and Continuing Contract Faculty – filed with supervisor and faculty member*



**Collective Bargaining Agreement 2023-2025**

**Broward College Faculty Classroom Observation Form  
For Asynchronous Online Courses**

This form is to be filled out during or following each classroom observation. For asynchronous courses, the Online Associate Dean will observe a minimum of two modules/units in the Faculty’s D2L shell.

Observation notes and feedback should be specific, representing the criteria listed on this form and should contain information directly observed by the Online Associate Dean during the observation. Input from non-observers must not constitute any part of the observation. Comments should promote constructive feedback and foster improved instruction.

**Faculty Observed:**

**Course ID and Reference Number:**

**Modules/Units Observed:**

**Observation Period:      Start Date:                                      End Date:**

**Directions for Assigning Ratings**

Select the appropriate descriptive rating based on the following definitions:

- **Exceeds Expectations** – Evidence indicates that the instructor exceeds expectations. Specific examples illustrating exceptional performance should be included in commentary response to the questions provided at the end of this form to-support the rating.
- **Meets Expectations** – Evidence indicates that the instructor meets expectations. The observer does not identify specific concerns in the given area.
- **Needs Improvement** – Evidence indicates moderate to significant concerns in the given area. A formal improvement plan may be needed. A detailed explanation of concerns and necessary improvements should be outlined in the commentary response to the questions provided at the end of this form to justify support the rating.
- **Not Applicable**—Expectation listed does not apply to the individual faculty’s fulfillment of professional obligations or insufficient evidence observed to assign a rating.

After selecting your ratings, provide commentary for each category. For ratings of Exceeds Expectations and Needs Improvement, provide specific examples or a detailed explanation supporting the rating.

Exceeds expectations

Meets expectations

Needs improvement

Not Applicable



**Collective Bargaining Agreement 2023-2025**

**Course Design and Learning Materials**

Regular and substantive interaction (i.e., announcements) provide an overview of course content to be covered for that week/module/unit.

E M NI N/A

Syllabus is well-organized and easy to navigate.

E M NI N/A

Syllabus contains course expectations, faculty online office hours, course schedule, and information about how students’ grades will be calculated.

E M NI N/A

Syllabus provides links and contact information for technical support.

E M NI N/A

Comments:

Exceeds expectations

Meets expectations

Needs improvement

Not Applicable

---

Provide ratings for the items below if the Faculty is teaching their own non-commissioned course or has added content to the baseline shell. **If the Faculty has not modified the baseline shell more than 20%, select N/A as the rating:**

---

Navigation is well-designed and consistent.

E M NI N/A

Modules/units clearly specify learning outcomes, content, activities, and assessments.

E M NI N/A

Materials are appropriate to the online learning modality and support student engagement and achievement of learning outcomes.

E M NI N/A

Learning materials, activities, and assessments aligned with the learning outcomes.

E M NI N/A

Material presented was relevant to the course and at an appropriate level of rigor.

E M NI N/A

Comments:





**Collective Bargaining Agreement 2023-2025**

**Course Delivery and Faculty Presence**

Maintained a positive online learning environment.

E M NI N/A

Employs available course tools (e.g. discussion board, assessment feedback) to effectively facilitate learning.

E M NI N/A

Facilitated available course learning activities (e.g. discussions or group projects, assignments, or practical application) to promote students’ engagement and online learning.

E M NI N/A

Assessed students’ learning within an appropriate timeframe.

E M NI N/A

Offered constructive feedback or used available grading rubrics within an appropriate timeframe.

E M NI N/A

Communicated with students via available course tools.

E M NI N/A

Comments:

Exceeds expectations

Meets expectations

Needs improvement

Not Applicable

**Rapport With Students**

Responded in a timely manner to student questions and posts.

E M NI N/A

Maintained a professional atmosphere within the course platform.

E M NI N/A

Used professional language within course communication tools.

E M NI N/A

Comments:



**Collective Bargaining Agreement 2023-2025**

**ASSOCIATE DEAN/IMMEDIATE SUPERVISOR SUMMARY**

Provide additional comments here as needed.

**FACULTY COMMENTS (Optional)**

Your signature does not necessarily indicate agreement with this observation and is required only to indicate that you have had an opportunity to review it and discuss the contents with the observer or supervisor.

**Signature of Faculty:**

**Date:**

**Signature of Observer:**

**Date:**

**Post-visitation Conference Date:**

*Annual and Continuing Contract Faculty – filed with the Online Associate Dean, supervisor, and faculty member*



**Collective Bargaining Agreement 2023-2025**

**Performance Improvement Plan**

A Performance Improvement Plan is required for a Faculty who (a) has not received continuing contract in their 5<sup>th</sup> or 6<sup>th</sup> Annual Contract year, or (b) receives a rating of “Needs Improvement” on the Summative Evaluation Form in any part of the Teaching, Service to the College, or Professional Development categories (see UFF-BC CBA Article 7.50).

Faculty Name:	Meeting Date:
Department:	Campus:
Associate Dean:	

**I. Specific Areas for Improvement:**

*[Include specific examples of current performance concerns as documented in the Summative Evaluation Form.]*

**II. Plan for Improving Performance:**

*[Include specific performance expectations and goals the Faculty needs to meet to correct performance concerns.]*

**III. Suggested Resources:**

*[List suggested resources and/or training to help the Faculty achieve performance expectations and goals set in II. above.]*

**IV. Timeline and Expectations:**

This plan is effective immediately and expected to last (select one):

- 1 semester
- 2 semesters
- 1 academic year
- Other (specify length):

During this period, the Faculty is expected to make regular progress on the plan outlined above. If the Faculty has questions or concerns about the plan, they are expected to let their Associate Dean know as soon as possible. A Faculty who does not meet performance expectations as outlined in the Performance Improvement Plan may be subject to formal proceedings as outlined in Article 2.23 of the CBA.



**Collective Bargaining Agreement 2023-2025**

**V. Signatures**

*[The following signatures indicate that all parties have reviewed and understand the contents of this Performance Improvement Plan.]*

Faculty	Date
Associate Dean	Date
Pathway Dean	Date

**VI. Follow Up Schedule and Progress Tracking:**

It is recommended that a follow up schedule be implemented to ensure that the Faculty is making satisfactory progress toward successfully completing this Performance Improvement Plan.

<b>Follow Up Date</b>	<b>Conducted By</b>	<b>Making Satisfactory Progress (Y/N)?</b>	<b>Notes</b>

**Additional Comments:**

**VII. Final Review and Acknowledgement**

*[The following information and signatures are provided at the conclusion of the Performance Improvement Plan.]*

This Performance Improvement Plan was successfully completed. Yes                      No



**Collective Bargaining Agreement 2023-2025**

**Additional Comments:**

**Signatures:**

Faculty

Date

Associate Dean

Date

Pathway Dean

Date

Note: Both parties agree that this evaluation form will be implemented in February 2025.



**Collective Bargaining Agreement 2023-2025**

**Appendix H**  
**Summary of Benefits for Health Plans**

**Summary of Benefits for Health Plans**

	CignaOAPIN (HRA)	CignaOAP	
Health Reimbursement Account	In-Network Only	In-Network	Out-of-Network
Individual	\$750		
Family	\$1,500		
Calendar Year Deductible (CYD)	In-Network Only	In-Network	Out-of-Network
Individual	\$1,500	\$750	\$2,000
Family	\$4,500	\$1,500	\$4,000
Maximum Out-of-Pocket			
Individual	\$3,000	\$3,750	\$10,000
Family	\$6,000	\$7,500	\$20,000
Coinsurance			
Member Pay	25%	25%	50%
Outpatient Services			
PCP Office Visit (Tier1/Non-Tier1)	\$30 Copay	\$30 Copay	50% after CYD
Specialist Office Visit (Tier1/Non-Tier1)	\$60 / \$80 Copay	\$60 Copay	50% after CYD
Telehealth (MDLIVE)	\$25 Copay	\$30 Copay	Not Covered
Laboratory Services (Indep Lab/Out Patient Facility)	25% after CYD	No Charge / 25% after CYD	50% after CYD
X-rays	25% after CYD	25% after CYD	50% after CYD
Advanced Imaging (MRI,PET,CT)	25% after CYD	25% after CYD	50% after CYD
Outpatient Surgery in Surgical Ctr	25% after CYD	25% after CYD	50% after CYD
Physician Services in Surgical Ctr	25% after CYD	25% after CYD	50% after CYD
Urgent Care Center	25% after CYD	\$100 Copay	\$100 Copay
Hospital Charges			
Inpatient	25% after CYD	25% after CYD	\$500 PAD + 50% after CYD
Outpatient	25% after CYD	25% after CYD	50% after CYD
Physician Services at Hospital	25% after CYD	25% after CYD	50% after CYD
Emergency Room Visit	25% after CYD	\$250 Copay	\$250 Copay
Mental Health & Substance Abuse			
Inpatient	25% after CYD	25% after CYD	\$500 PAD + 50% after CYD
Outpatient Office Visit /Other Services	\$80 / 25% after CYD	\$60 Copay / 25% after CYD	50% after CYD
Prescription Drugs			
Tier 1 Generic	\$20 Copay	\$20 Copay	
Tier 2 Preferred Brand	\$50 Copay	\$50 Copay	
Tier 3 Non-preferred Brand	\$75 Copay	\$75 Copay	Not Covered
Mail Order (90 day supply)	3x Retail Copay	3x Retail Copay	



**Collective Bargaining Agreement 2023-2025**

**Appendix J**  
**Long-Term Disability Insurance Overview**

**Long-Term Disability Insurance Overview (2024)**

	New York Life
Eligibility	Class 1: All active, Full-time Employees classified as Presidents, regularly working at least 30 hours/wk Class 2: Active, full-time Employees, excluding Presidents, regularly working at least 30 hours/wk
Waiting Period	First of the month on or after 30 days of active service
Definition of Disability	Unable to perform material duties AND unable to earn at least 80% or more of Indexed Earnings from working your regular occupation
Elimination Period	90 days
Monthly Benefit	60% of monthly earnings
Maximum Benefit	Class 1: \$20,000 per month Class 2: \$10,000 per month
Minimum Benefit	\$100 per month
Own Occupation Period	36 Months
Maximum Benefit Duration	SSNRA or Maximum Benefit Period Listed in Policy
Pre-Existing Condition Limitation	3/12
Mental Illness & Substance Abuse Limitation	24 Months
Survivor Benefit	3X Monthly Benefit
Return to Work Incentive	Included



**Collective Bargaining Agreement 2023-2025**

**APPENDIX K**



**Faculty Sabbatical Application**

• 3501 SW Davie Road, Davie, FL 33314 • 954-201-4539

Name:	Campus:	Department:
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I am applying for the following type of sabbatical leave for/during the \_\_\_\_\_ academic year.

One full academic year at half pay

One major Semester (Semester I or Semester II) at full pay

If granted this leave, I understand and agree to comply with the reporting requirements contained in Article 6.36 and the repayment provisions of Article 6.34 [Collective Bargaining Agreement](#) between the Board of Trustees of Broward College and UFF and agree to sign a promissorynote to the college to that effect. I understand that I shall be given the same consideration as though on duty in matters of seniority, salary, insurance and retirement benefits, but shall not accrue sick leave (or vacation leave if applicable) during the period of sabbatical leave.

I have **attached** a comprehensive narrative detailing my sabbatical plans: what I expect to accomplish, how my sabbatical will improve my effectiveness with students in and outside the classroom, and how mysabbatical will contribute to the College and the overarching goal of student success. If you are proposingto pursue graduate course work, please indicate the course titles, the number of credits, and the institution(s) you plan to attend. Please note that a separate written request for tuition reimbursement mustbe completed using the standard Tuition Reimbursement form prior to enrolling in any coursework or starting the sabbatical.

Attach documents here:

[How do I attach documents?](#)





## Collective Bargaining Agreement 2023-2025

### Approvals:

Applicant Name:	Signature	Date:
Associate Dean Name:	Signature	Recommendation: YES <input type="checkbox"/> NO <input type="checkbox"/> If no, why?
Supervising Academic Dean Name:	Signature	Recommendation: YES <input type="checkbox"/> NO <input type="checkbox"/> If no, why?
Campus President Name:	Signature	Recommendation: YES <input type="checkbox"/> NO <input type="checkbox"/> If no, why?

### Office Use only:

Sabbatical Leave Committee:	Signature	Recommendation: YES <input type="checkbox"/> NO <input type="checkbox"/> If no, why?
President:	Signature	Recommendation: YES <input type="checkbox"/> NO <input type="checkbox"/> If no, why?

Submit completed and digitally signed application  
to [sabbaticalleave@broward.edu](mailto:sabbaticalleave@broward.edu)

AN EQUAL ACCESS/EQUAL OPPORTUNITY INSTITUTION



**Collective Bargaining Agreement 2023-2025**

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**APPENDIX L**

**BROWARD COLLEGE**  
**FACULTY SABBATICAL LEAVE**  
**PROMISSORY NOTE**

Date: \_\_\_\_\_

I, \_\_\_\_\_, have been granted Sabbatical Leave beginning \_\_\_\_\_ and ending \_\_\_\_\_, and I promise to return to the College and work according to the following criteria:

1. For a full-year sabbatical at half pay, or a one semester sabbatical at full pay, I agree to serve the College for at least one full year for each term of sabbatical leave granted.
2. In the event I do not return to the College and work according to the above criteria, I agree to repay the College the base salary wages paid during the sabbatical leave according to the formula based on the percentage derived by dividing the number of duty days served by the number of duty days obligated and subtracting the resulting percentage from 100.
3. I further understand and agree to fully comply with Article 6.38 of the contract between the United Faculty of Florida and the College with regard to reporting requirements and will immediately repay all salary paid during the sabbatical leave should I not comply with this Article.
4. I accept this sabbatical leave under the conditions that were approved by the Board of Trustees in granting this leave. I understand that any change in my use of the sabbatical leave requires the approval in advance of the Sabbatical Leave Committee and the Board of Trustees. Failure to do so shall forfeit the sabbatical leave. If any payments have been received, they shall be repaid immediately.
5. Should it become necessary for the College to collect this note through an attorney, I hereby agree to pay all costs of such collections, including the attorney's fee.

**Signature:** \_\_\_\_\_

**Address:** \_\_\_\_\_



**Collective Bargaining Agreement 2023-2025**

---

\_\_\_\_\_  
**Witness:**

**STATE OF FLORIDA**  
**COUNTY OF** \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by,  
\_\_\_\_\_.

\_\_\_\_\_  
*(Signature of notary public)*

\_\_\_\_\_  
*(Name of notary public)*

***Notary Seal***

Personally Known \_\_\_\_\_ OR \_\_\_\_\_ Produced Identification, Type of Identification  
Produced \_\_\_\_\_.



**Collective Bargaining Agreement 2023-2025**

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**APPENDIX M**

**BROWARD COLLEGE ALTERNATIVE SEMESTER  
PROMISSORY NOTE**

Date: \_\_\_\_\_

I, \_\_\_\_\_, have been granted an alternative semester schedule as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

pursuant to Article 7.10 A of the UFF-BC Collective Bargaining Agreement (“CBA”) executed by Broward College (the “College”) and the Broward College Chapter of the United Faculty of Florida. In exchange, I promise as follows:

1. I agree to work the length of my contract, which is \_\_\_\_\_ duty days. Duty days are defined by the CBA. My base salary is \$ \_\_\_\_\_.
2. If I do not work the length of my contract after having entered this Note, I shall repay the College for the contractual duty days not worked, meaning, I agree to repay the College using the following formula: dividing the number of duty days served by the number of duty days obligated and subtracting the resulting percentage from 100, then multiplying that percentage by my base salary.
3. Should it become necessary for the College to collect this note through an attorney, I hereby agree to pay all costs of such collections, including the attorney’s fees of the College.

Signature: \_\_\_\_\_

Address: \_\_\_\_\_

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_



**Collective Bargaining Agreement 2023-2025**

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**STATE OF FLORIDA  
COUNTY OF**

Sworn to (or affirmed) and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by,

\_\_\_\_\_.

\_\_\_\_\_  
*(Signature of notary public)*

\_\_\_\_\_  
*(Name of notary public)*

**Notary Seal**

Personally Known \_\_\_\_\_ OR \_\_\_\_\_ Produced Identification \_\_\_\_\_ Type of Identification  
Produced \_\_\_\_\_.

