EXECUTIVE SUMMARY

☐ President's Transmittal
☒ Board Transmittal

Recommendation that the Broward College Board of Trustees authorize the Collective Bargaining Agreement between Broward College and the United Faculty of Florida (UFF).

Presenter: Dr. Denese Edsall, Associate Vice President, Human Resources

Considerations: The summary sheet attached presents the changes to reopeners in the Collective Bargaining Agreement between Broward College and UFF for the year 2011-12. It provides many of the important contractual language changes presented by both sides.

How does this impact student success: Attracting and maintaining quality faculty directly impacts student success through the classroom experience and learning environment.

What Specific Goal of the Strategic Master Plan is advanced through this action: Goal 2 Human Capital Investment, Goal 1 Student Success.

Fiscal Impact: There is no budgetary impact from these changes.

Small Business Firm: Yes ☐ No ☐ N/A ☒

Broward Firm: Yes ☐ No ☐ N/A ☒

Prepared by: Dr. Denese Edsall

Reviewed by:

Attorney's Office

☐ ☐

 бюджет Office

SVP, Howdyshell or Olliff

AVP, VP, Campus President
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.

ARTICLE 5

5.00 Faculty Compensation

5.46 Faculty Training Programs

Faculty who participate in a Faculty training program (New Faculty Orientation, New Faculty Institute, FELI/BCAE, etc.) shall be compensated according to zone one of the Academic Supplemental Salary Schedule.
ARTICLE 6

6.00 BENEFITS

6.52 Free Tuition Assistance for Faculty, Spouses Domestic Partners and 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, and their dependents as defined by the Internal Revenue Service, 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 plus 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.

ARTICLE 7

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-tenured Faculty in tenure-track positions:

Faculty members hired into a tenure track faculty position are required to attend the New Faculty Institute (NFI) during the first semester after their initial date of employment. All other parts of the professional development (Article 7.40) apply. The New Faculty Institute (NFI) is an expanded orientation program intended to acclimate new tenure track Faculty to Broward College’s expectations, norms and resources as well as to improve instruction. This semester-long program has its emphasis on student learning.

Tenured and non-tenured Faculty:

To fulfill the professional development requirements of Article 7.40, a Faculty member shall submit and complete a professional development plan according to the following guidelines:

Within each seven three year period, starting from the initial date of employment in a tenure track position, Faculty members shall complete 90 36 clock hours comprised of 6 3 semester hours 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. Faculty members who are in their first four years of the previous seven year cycle will be converted to the three year cycle upon the third year of the current cycle. Faculty members who are in the second 3 years of the previous seven year cycle will begin the 3 year cycle upon completion of the current cycle.

Equivalent educational experience may include, but is 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 credits (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.

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 **Vice President of Academic Affairs Campu President**.

To expedite the processing and obtain pre-approval of their professional development plan, Faculty members should complete the Application for Faculty Professional Development form (see Appendix D of this contract).

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 tenured Faculty members and, if possible, it shall reflect the appellant's academic area. The **Union UFF President** shall appoint one member, the **Vice President for Academic Affairs College Provost/Senior Vice President for Academics and Student Success** 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 College Provost/Senior Vice President for Academics and Student Success** for final resolution.
Any Faculty members accepted into the FRS DROP Program and in the last two years of the 5 year 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, a maximum of three hours of the Faculty member's on-campus weekly schedule may be used for the purpose of carrying out the Professional Development Plan subject to the approval of the immediate supervisor.

7.70 e Learning

4. Faculty who have developed a commissioned e-Learning course shall have first right of refusal to teach the first three sections of the same course each semester for five years when it is offered on their teaching site(s) (i.e. a site or sites at which a faculty member who developed a commissioned e-Learning course has been assigned to teach it) including any BC e-learning initiative (aka Online College, Virtual Campus, etc) and they have demonstrated success in teaching the e-Learning course. When the e-Learning course is subject to redesign, typically after five years, Faculty who have developed a commissioned e-Learning course shall also have first right of refusal to redesign the course. Should such a faculty member elect to redesign the course, the administration may appoint an additional faculty member or additional faculty members to work with the Faculty member who developed the commissioned e-Learning course, as a redesign team, to redesign the course.

ARTICLE 7.80 Assessment

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 working 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, all 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.
- 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.

7.87 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.

7.88 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 25 students without the Faculty member’s consent.
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 seven-year period, starting from the initial date of employment in a tenure track position, Faculty members shall complete 36 clock hours comprised of 6 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 Vice President for Academic Affairs Campus President.

I. Name: ____________________ Campus: ___________ Discipline: ________

My professional development seven-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:

   Recommendation Yes No
   Date
   Supervisor signature

   Recommendation Yes No
   Date
   Dean’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

Date __________

Faculty signature

Hours Completed: _______ graduate hours ______ undergraduate credit hours ______ equivalent credit/contact hours

Final Approval:

Date ______

Supervisor's signature
Date

Dean’s signature

Date

Vice President’s Campus President’s signature

Distribution:

Original: Faculty Member (approval letter and original documentation)

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

1 – VPAA Campus President/VPTE file (approval letter only)
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 Vice President for Academic Affairs, Campus President or Vice President for Technical Education.

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 the Vice President for Academic Affairs, Campus President or the Vice President for Technical Education. If approved, the VPAA Campus President or the VPTE will return the original materials to the Faculty member and will notify him/her in writing of the credits awarded. The Office of Staff Development will maintain the college’s database of professional development awarded. The Office of Personnel Operations 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 for Academic Affairs, College Provost/Senior Vice President for Academics and Student Success, the Vice President for Technical Education, 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 VPAA/VPTE.
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 tenured Faculty members and, if possible, it shall reflect the appellant's academic area. The Union UFF President shall appoint one member, the Vice President for Academic Affairs College Provost/Senior Vice President for Academics and Student Success 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 College Provost/Senior Vice President for Academics and Student Success for final resolution."

February 11, 2002

Appendix E-2

e-Learning Course Delivery Agreement
For Online and Blended e-Learning Courses

Faculty member(s):________________________________________

Course to be delivered: __________________________

This agreement is used for faculty preparing to deliver an e-learning course. The course will be delivered using a course/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, materials/assessments/assignments pursuant to Article 7.70.5, and specific textbook information, if a different textbook or version is used.

An online course is defined as a formal educational process in which at least 80% of the instruction, (including assignments, tests and quizzes, and interaction between students and instructors and among students, and associated learning activities), occurs inside a course/learning management system. A blended course is defined as a formal educational process in which a portion (26%-79%) of the instruction, including assignments, tests and quizzes, and interaction between students and instructors and among students, and associated learning activities, occurs inside a course/learning
management system. 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.

Comparability of online and blended e-Learning courses to campus-based courses is ensured through the instructional design of the course, and the evaluation of its educational effectiveness, including assessments of student learning outcomes and student retention. Students are also surveyed regarding their satisfaction with the technology used and technical support provided.

1. 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: 1) developing a course syllabus that maps learning outcomes to course activities and to assessment; 2) using e-Learning communications tools and strategies to support learning and interaction; 3) using e-Learning assessment strategies and tools to measure attainment of learning outcomes; 4) using the course/learning management system’s administrative tools to track student progress and activity. Faculty may be exempt from professional development requirements by meeting with Instructional Technology and demonstrating the equivalent competencies expected upon completion of the workshops.

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

3. I agree to deliver the course and/or course materials using the course/learning management system, hardware and software provided by BC.

4. BC will provide technological support to assist me in the delivery of the course and course materials.

5. Whenever I teach/deliver this e-Learning course, I understand that I will participate in a Faculty e-Learning Satisfaction Survey, the purpose of which is to assess the quality of services and support provided for me by the College. I will also solicit summative feedback from students about the quality of academic and student support services provided to support their learning via an anonymous survey inside my course at the end of each semester.

6. 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__________

Academic Dean(s)__________________________________
date__________

AVP Instructional Technology__________________________
date__________

CC:  VP Academic Affairs
     UFF/BC  President