

**INITIAL PROPOSALS ON BEHALF  
OF SUNY BROOME COMMUNITY COLLEGE**

1. Article 15, Sabbatical Leave, Paragraph 5:

APPLICATIONS. Applications for sabbatical leaves shall be submitted to the supervisor/dean ~~President of the College~~ as far in advance as possible of the requested effective date of the leave but in no event later than six months in advance unless such requirement is waived by the President. Each application shall include a statement outlining the program of study to be followed while on leave, stating that the applicant intends to continue as a member of the academic staff for a period of at least two years following the expiration of his/her said sabbatical leave, and further stating that upon his/her return the applicant shall submit to the President a report of his/her accomplishment while on sabbatical leave. With the support of the supervisor/dean, the application will be forwarded to the President for review. The President may or may not approve any application. ~~Applications shall include verification from the employee's supervisor(s) that the supervisor(s) has (have) been notified of the applicant's intent.~~

2. Article 19, Work Year: Delete

3. Article 23, Health Insurance, Paragraphs 2 and 4:

- employee health insurance contributions to be increased to 20%
- revise years of service column in paragraph 4 as follows
  - 0-5
  - 6-10
  - 11-15
  - 16-20
  - 21 or more

4. Article 23, Health Insurance, Paragraph 5:

For employees hired March 1, 1979 or before, retiree health insurance eligibility shall be effective after 5 years of service. For employees hired after March 1, 1979, retiree health insurance eligibility shall be effective after 10 years of service. For employees hired after September 1, 2021, retiree health insurance eligibility shall be effective after 20 years of service. In ~~all~~ either cases, the employee must be retirement eligible. ~~For eligible employees who retire after September 1, 1986, the County shall provide medical health insurance coverage. The rate and benefit levels shall be the same as in effect as for active employees on the date of retirement including co-payments and deductibles and shall not change for the duration of said retirement unless provided for herein.~~ A retiree's contribution

toward the cost of retiree health insurance shall be identical to that being paid by active employees.

Example:

If an active employee pays 16% of the cost for his or her health insurance premium, the retiree will pay 16% of the cost as well. If an employee's share of the premium later increases to 17%, the retiree's cost increases to 17% as well.

~~Effective September 1, 2017 upon retirement, the dollar amount of the faculty member's health insurance option shall be recorded, which shall be no less than the employee health insurance contribution in effect as of August 30, 2021. This dollar amount shall be used for calculating employer/retiree contribution limits. For example, if a faculty member's health insurance option upon retirement equals \$10,000, this amount shall be used to calculate all future retiree/employer contributions in perpetuity.~~

Example:

	<u>Premium</u>	<u>Employer/Retiree Contributions</u>
Retiree	$\$10,000 * 0.16 =$	\$1,600 annual retiree payment
College	$\$10,000 * 0.84 =$	\$8,400 annual College payment

~~If the total premium amount changes due to change in life circumstances (i.e. attaining Medicare eligibility, change from family to individual plan, etc.), the new total dollar amount of the new plan shall be recorded and maintained by the College and shared with the retiree at least two weeks prior to any change going into effect.~~

~~The employer may increase the retiree premium contribution \$150 for an individual plan and \$300 for a family plan over the course of retirement.~~

5. Article 28, Compensation, Paragraph 8:

Course compensation is for all services related to the course assignment, including but not limited to preparation time, final exam, course level assessment, availability to meet with students ~~if they request at a mutually agreeable time~~, attendance at required College meetings (departmental or otherwise), holding office hours ~~one department meeting per semester if required by the chairperson (meeting will be in the evening if it is an evening course)~~, and all necessary and required reports of student attendance, grades, etc.

6. Article 28, Compensation, Paragraph 10:

Delete "for a minimum of thirty (30) hours"

7. Article 28, Compensation, Paragraph 11:

Delete Assistant Librarian and Assistant Counselor from the table



8. Article 35, Appointment of Academic Staff, Paragraph C.4: Delete the second paragraph of C.4.

9. Article 38 – Load, Class Size Minimum and Maximum, Paragraph D, Section 1:

Overload

1. Day: A Day Overload occurs when a full-time permanent faculty member's teaching load exceeds 15 semester credit hours per semester or 18 contact hours per semester. Payment for the overload will be in accordance with the schedule included in item D.2 here below. Day overload shall be allowed only in cases of extreme emergencies and where the Chair, Dean and/or CAO deem it necessary. Day Overload assignment shall require the approval of the [VPAA or Dean](#) ~~President and/or designee thereof~~.

Evening: Any full-time permanent faculty member who volunteers to teach an evening (after 5 p.m.) course that is above and beyond his/ her normal load shall be paid according to the schedule in item D.2 here below for that assignment. An exception will be made for the evening/weekend Nursing program. Any full-time regular faculty member in the Nursing Department who volunteers to teach part of their normal load after 5 PM will not be paid overload for that assignment. The provisions of subdivision B and C of this Article will not apply.

Exclusive of Nursing, in the case where the normal load is not assigned by the Department Chair before 5 PM, then anything assigned by the Chair after 5 PM, once load is met, must be paid overload according to the scheduled in item D.2 here below.

10. Article 38, Load, Class Size Minimum and Maximum, Paragraph H: Revise as follows:

Under-Enrolled Classes – When a class, including independent study, is run with fewer than six students but more than one student, instructors will be compensated at the rate of \$125 per contact hour, per student. [Exceptions to the limit of five students may be approved in advance in writing by the VPAA or Dean.](#)

11. Article 38, Load, Class Size Minimum and Maximum, Paragraph I: Due to sunset of Paragraph I, reversion to 2015-2018 contact language as set forth below:

Minimum and maximum number of students for each course offering shall be determined by the faculty of each Department. Class sizes are subject to the approval of the appropriate Dean and VPAA. The decision of the Dean and VPAA is not subject to the grievance procedure.

12. Article 38, Load, Class Size Minimum and Maximum, Paragraph J: Delete

13. Article 40, Evaluation, Paragraph C.1.c

Student evaluations – A student evaluation must be provided for all sections at the College each semester. ~~For regular faculty there is a minimum requirement of two student evaluations, each from a different course. In the case of regular faculty with a single preparation, an evaluation from two sections of the same course is required.~~

~~Adjuncts teaching one course/section must have student evaluations from the course/section. Adjunct faculty teaching more than one course will follow the minimum requirement of student evaluations from one section each of a minimum of two different courses. Adjuncts teaching only multiple sections of a single course must have student evaluations for a minimum of two sections of the course.~~

14. Article 40, Evaluation, Paragraph C.3:

Academic Activities - Development or improvement of courses or programs, committee assignments, advising student organizations, publications, additional areas of teaching, participation in departmental recruitment activities, equipment adaptation and maintenance, etc.

15. Article 41, Faculty Association, Paragraph A:

Association representatives shall have the right to transact Association business on College premises at any reasonable time provided the same does not interfere with instruction or other job responsibilities. Upon prior request from the Association, the College shall permit the Association to utilize College equipment and facilities for meeting purposes on a space available basis

16. Article 42, Vacant Positions, Paragraph C: Delete all

17. Article 50, Distance Learning

Faculty members will undertake Internet-based courses on a voluntary basis only. No faculty member shall be required to teach an internet-based course to meet load requirements. The Article applies to fully on-line courses only.

Compensation:

~~A. Faculty owned on-line courses: The College will pay for up to two (2) unique course developments to support faculty development for internet-based instructions. The stipend will be paid as follows: \$2,909.75 for 2018-2019; \$2,997.04 for 2019-2020; and \$3,086.95 for 2020-2021. The stipend shall be paid during the first semester an internet-based course developed by the faculty member is offered on-line. Development of these courses requires approval of the Dean/AVP in advance. prior to faculty members~~



~~developing any online course for which they expect to receive remuneration. Faculty seeking remuneration shall receive a complete response within fourteen (14) work days of submission of the Internet-Based/Online Course Development Approval Form.~~

~~1. Property rights for faculty owned on-line courses: Faculty members having developed, or developing the SUNY Broome Community College Internet-based courses shall hold intellectual property rights for course materials and content. The SUNY Broome Community College shall have the right to invoke nonexclusive, royalty-free use of the materials for a period of two years. The College shall have the right to use the material for one academic semester in the event that the instructor is no longer available to teach the course in order to provide another instructor time to development the course material. The originating instructor has the right of first refusal to teach all sections of the internet-based courses that s/he has developed.~~

B.A. College owned on-line courses: Faculty members agreeing to develop initial internet courses or additional internet courses for departments will receive a stipend of: ~~\$3,209.75 for 2018-2019; \$3,297.04 for 2019-2020; and \$3,386.95, per course, effective September 1, 2021 for 2020-2021 per course.~~ Development of these courses requires approval of the Dean/AVP in advance prior to faculty members developing any online course for which they expect to receive remuneration. Faculty seeking remuneration shall receive a complete response within fourteen (14) work days of submission of the Internet-Based/Online Course Development Approval Form. For these courses, rights to the materials remain with the College and will be assigned by the department chairpersons consistent with contractual load assignment procedures.

1. Property rights for College owned on-line courses: Faculty members receiving the stipend for developing initial or additional internet-based courses do not retain property rights for the course materials and content. For these courses, rights to the materials remain with the College and will be assigned by the department chairpersons consistent with contractual load assignment procedures.

C.B. Any external licensing or commercial use of the materials developed with SUNY Broome assistance or support must be mutually agreed upon by the faculty member and the College within the two year period from the date the course is initially offered on-line. No individual, program, or department shall agree in a contract with any private or public entity to deliver distance education courses or programs, developed with SUNY Broome support, without prior approval from the SUNY Broome President.

D.C. All instructors of internet-based courses shall have use of computers equipped to support their course along with technical support from the



~~College. Course development shall also include converting an existing distance education course format to a new computer platform. Faculty members will be given a stipend of \$100 for the retraining and adaptation of each different course for new computer platforms implemented subsequent to September 1, 2016.~~

#### Enrollment:

Faculty members having prior experience teaching internet-based courses may allow students to enroll as part of an existing on-campus course section but take the course in internet-based mode. Faculty members must agree in advance to participate in this type of instruction. The intent is to increase student access to college coursework. Class size minimums need to be approved by the Associate Vice President/Dean of the appropriate division.

~~For on-line courses, the minimum quota shall be eighteen (18) students and the maximum quota shall not exceed twenty-two students. The minimum of number of students per on-line course shall be twelve (12). Exceptions may be made for pedagogical reasons, writing emphasis courses, graduation requirements, the only section of a course offered in a given semester, etc. Existing courses exceeding the maximum quota of twenty-two (22) students may continue that practice as determined by the department.~~

~~For on-line labs and on-line classes offered with required labs, the quota shall be fifteen (15) students. The minimum number of students per on-line lab shall be twelve (12) and the maximum shall not exceed twenty students. Exceptions may be made for pedagogical reasons, graduation requirements, the only section of a lab offered in a given semester, etc. Existing online labs exceeding the maximum of twenty (20) students may continue that practice as determined by the department.~~ (from March 12, 2019 MOU)

#### Faculty Load:

All internet-based courses will be considered day load or overload and assignment will be consistent with Article 38 of this Agreement.

#### Evaluation:

Evaluation of internet-based courses shall follow the same procedure and evaluation standards as per the existing Collective Bargaining Agreement. Academic and individual freedom will apply as with existing modes of course delivery.

#### Training Requirements:

The faculty member agreeing to teach an Internet-based course must satisfy College mandated training requirements prior to teaching an Internet-based

course. All associated costs for training mandated by the College will be paid by the College.

#### Property Rights:

Faculty members having developed, or developing Broome Community College Internet-based courses shall hold intellectual property rights for course materials and content. Broome Community College shall hold rights to nonexclusive, royalty-free use of the materials for a period of two (2) years from the date the course is initially offered on-line. The originating instructor has the right of first refusal to teach all sections of the internet-based course that s/he has developed. This Agreement does not preclude the College from contracting with individuals for the purpose of developing intellectual property for the College, the rights to which shall remain with the College.

Any external licensing or commercial use of the materials developed with BCC assistance or support must be mutually agreed upon by the faculty member and the College within the two year period from the date the course is initially offered on-line. No individual, program, or department shall agree in a contract with any private or public entity to deliver distance education courses or programs, developed with BCC support, without prior approval from the BCC President.

#### Authorization:

A mutually agreeable Internet-Based Course Approval Form shall be developed through the Labor Management Committee. Completed forms will be signed by the participating faculty member, the appropriate Department Chair and Dean.

#### 18. Article 54, Fast Forward/Concurrent Enrollment

Fast Forward/Concurrent Enrollment courses are classroom courses taught in the physical high school facilities which carry both SUNY Broome Community College and high school credit. ~~No fully on-line courses shall be taught as Fast Forward/Concurrent courses.~~ The chair or designee will be responsible for Concurrent Enrollment courses and will be paid \$75 per section. The payment will be consistent with the respective rate adjustments established in Article 38 for each year of the bargaining Agreement. FTE's generated by Concurrent enrollment courses will be credited to the department offering the courses in any global formula the administration develops for distribution of released time hours. Chairs/Department Fast Forward Coordinators overseeing Concurrent Enrollment courses will be compensated within a reasonable amount of time. Reasonable is defined in this case as no later than one paycheck after the end of the semester. The sections of the concurrent enrollment courses offered will be determined collaboratively by the ~~Executive~~ Vice President/Chief Academic Officer, the Division Dean, and the Department Chair. The intent is to avoid undue pressure on any party to offer these courses. Concurrent Enrollment courses shall not have the effect of reducing the number of consolidating, or eliminating faculty positions.



June 22, 2021

~~If a full-time faculty member has insufficient load, she/he may be assigned by the chairperson to act as a mentor in an assignment that would equate to the number of contact and/or credit hours related to the appropriate Fast Forward/Concurrent course in question.~~

Compensation for chairs or their designated Coordinators for work completed as related to Concurrent Enrollment/Fast Forward responsibilities, will be paid as stated above for each course section supervised per semester with the following payment schedule:

For each instructor evaluation per site visit \$150. For each new instructor orientation workshop: \$150, and for each course assessed: \$150, frequency per National Alliance of Concurrent Enrollment Partnerships (NACEP). Payment will be based upon the number of course sections listed in the concurrent enrollment MOA's generated annually by the Fast Forward Center and approved and signed by the department chairperson. Faculty travel reimbursements for mileage resulting from high school instructor evaluation shall be paid to the faculty member in accordance with Article 21.8 of this Agreement.

For departments offering more than 5 sections of concurrent enrollment courses in a semester, subject to the approval of the dean/VPAA, chairpersons may appoint a Fast Forward coordinator that shall receive release time of 3 credit hours for this work per semester.



### Department Chairperson or Department Fast Forward Coordinator Responsibility Requirements

Responsibility	Frequency	Requirement
Course Syllabi Reviews.  Screening and Interviews for Prospective Instructors.	<del>As Needed</del> Per Semester.	As Submitted.
Orientation Workshops and Attendance and Participation in BCC sponsored Professional Development Workshops.	<del>Annually. As necessary to train new instructors.</del>	Agendas and attendance records of orientation for FF teachers (with a focus on new teachers – syllabus review, curriculum content, grading scale, expectations, and timeline.
Review of assessment tools of Fast Forward instructors.	As necessary, <u>based on college assessment circle.</u>	Example of review to include an overall written summary of outcomes.
Site Visit for the purpose of Instructor Evaluation.	Adherence to requirements of the Faculty Association Contract for evaluation of adjunct faculty.	Peer Evaluation and Dual Enrollment Compensation Form for each evaluation completed.

Evidence is required to be submitted to the Fast Forward Center twice per year (December, May).

19. Appendix A: Delete the following chairs –

- Academic Advising
- Counseling
- Learning Assistance
- Career and Transfer Services
- Outreach