

**COLLECTIVE BARGAINING  
AGREEMENT**

**between**

**THE DISTRICT BOARD OF TRUSTEES OF  
BROWARD COLLEGE, FLORIDA**

**and**

**SERVICE EMPLOYEES INTERNATIONAL UNION - FLORIDA PUBLIC SERVICES  
UNION; BROWARD COLLEGE CHAPTER**

**2020-2023**

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## **Article 1: Union Recognition**

Pursuant to the Florida Public Employees Relation Commission Certification #1926, the Broward College Board of Trustees (hereinafter referred to as the College or Broward College or BC) recognize the Service Employees International Union - Florida Public Services Union (hereinafter referred to as SEIU or FPSU or the Union) as the sole and exclusive representative for the purpose of representation and negotiations with respect to wages, hours of work, and other conditions of employment for the Adjunct Faculty Bargaining Unit (hereinafter referred to as Adjuncts or Adjunct Faculty or FPSU or the Union).

In the event of a dispute between the Parties as to future inclusions or exclusions from the unit resulting from the establishment of new or changed classifications or titles, either Party to this Agreement may apply to the Florida Public Employee Relations Commission for resolution of the dispute.

The parties recognize the following as members of the bargaining unit: Adjunct, non-tenured track adjunct faculty employed by Broward College who teach at least one college-credit bearing or non-credit bearing course at the following locations – A. Hugh Adams Central Campus, BC Online, Judson A. Samuels South Campus, the Aviation Annex at South Campus, North Campus, Miramar Town Center, Pines Center, Willis Holcombe Center, Weston Center, and Miramar West Center.

The parties recognize the following as excluded: all other faculty including continuing contract and annual contract faculty, full-time faculty, visiting or contract faculty, faculty who are currently part of an existing bargaining unit (i.e., United Faculty of Florida), assistant professors, associate professors, professors, senior professors, full-time temporary instructors, instructors, independent study/internship adjuncts, donated or stacked class instructors (dual enrollment instructors), all full-time employees of the College who are not also compensated for teaching, all full-time employees of the College who also teach a class as adjunct instructors, all administrators (including campus presidents, senior vice-presidents, deans, associate deans, district directors, directors, and executive directors), coordinators, student services personnel, athletic coaches, all other employees of the College who are in another bargaining unit (i.e., Federation of Public Employees), and all supervisory, managerial, and confidential employees.

## **Article 2: 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. Broward College does not discriminate on the basis of race, color, sex, gender, national origin, religion, age, disability, marital status, sexual orientation, genetic information or other legally protected classification in its programs and activities. 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. In addition, 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, sex, gender, national origin, religion, age, disability, marital status, sexual orientation, genetic information or other legally protected classification in its programs and activities. 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 3: 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.

#### **3.1 – Rights of Adjunct Faculty and Adjunct Instructors**

The intent of the parties is to resolve grievances at the lowest possible level. Prior to filing a formal grievance, a designated representative of each party will discuss resolution. Any claim by an Adjunct or Adjunct Instructors, group of Adjuncts or Adjunct Instructors, or the Union at the request of a group of Adjuncts or Adjunct Instructors, that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement unless it has been specifically designated as not subject to grievance and/or arbitration may be processed as a grievance as provided hereinafter. Nothing in this article shall be construed to prevent Adjuncts 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.

#### **3.2 – Procedure**

If an Adjunct or Adjunct Instructor believes that there is a basis for a grievance, the Adjunct or Adjunct Instructor shall first discuss the alleged grievance with the immediate supervisor either personally or, if the Adjunct or Adjunct Instructor prefers, accompanied by a Union representative, within 20 working days from the date on which the Adjunct or Adjunct Instructor could reasonably have known of the occurrence of the event giving rise to the alleged grievance. The immediate supervisor will provide a response within 10 working days. It is agreed that when the grievant is satisfied with the College's response, processing of the grievance will automatically terminate.

##### **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 10 working days of the immediate supervisor's response, the Adjunct or Adjunct Instructor shall submit the form set forth in Appendix B, signed by the grievant and a representative of the Union, to the immediate supervisor. The form shall be made available by the College's Talent and Culture Department and from the Union.

Within 10 working days of receipt of the grievance, the grievant and union representative shall meet with their immediate supervisor (i.e. Associate Dean) and the next level of the supervisory structure (i.e. Pathway Academic Dean) in an attempt to resolve the grievance. The ranking academic officer will indicate the disposition of the grievance in writing within 10 working 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 College Provost or her or his designee within 10 working days of the disposition of the grievance at Step 1. Within 10 working days the College Provost or designee shall meet with the grievant and the Union representative and shall indicate the disposition of the grievance in writing within 10 working days of the meeting.

If the grievance is not resolved at Step 2, and if mutually agreed by both parties, it may be submitted by the Union to mediation within ten (10) days following the decision at Step 2 by a written request to mediate to the Federal Mediation & Conciliation Services (FMCS) with a copy to the College. If the parties do not reach a mutually acceptable resolution within thirty (30) working days of the appointment of the mediator, either party may at any time thereafter declare impasse and terminate mediation by written notice to the other party. Cost of mediation will be equally split by the Parties. Any resolution reached through mediation does not set a precedent.

If the union misses the deadline at Step 2; the grievance is resolved. If the administration misses the deadline at Step 2, the Union may escalate to Step 3.

## **Step 3**

If the grievant is not satisfied with the disposition of the grievance by the College Provost or designee, or the result of the mediation, 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, with a copy to the College, before an impartial arbitrator within 20 working days of the disposition at Step 3 or expiration of the time limit. An extension of the time limit will be granted only upon mutual agreement. In the event that the Union does not elect to initiate arbitration, the grievant shall have the right to initiate arbitration on his or her own. 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.

The College and the Union shall share equally the expense of the arbitrator so long as the Union decides to advance the grievance to arbitration. In the event that the Union does not elect to advance the grievance to 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.

### **3.3 – General or Additional Provisions**

1. The time limits in this article may be modified by written agreement of the parties only. The time limits in this article shall be strictly observed by all parties.
2. Nothing in this article shall require the Union to process grievances for Adjuncts or Adjunct Instructors who are not members of the Union. However, a resolution or settlement must be consistent with the terms of this Agreement, and the Union must have been given a reasonable opportunity to be present at any meeting called for the resolution of any grievance.
3. 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.
4. 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.
5. During all stages of the grievance procedure, the parties have the right of discovery to information that has a bearing on the grievance.
6. The appropriate College representative at Step 1 and the Union may mutually escalate to Step 2.



## **Article 4: Union Rights**

### **4.1 – Membership Dues**

Any employee covered hereunder, who has submitted a properly executed written dues authorization card (**including electronic**) may have initiation fees and membership dues in the Union deducted from wages. Dues shall be deducted each pay period of each month and shall thereafter be transmitted to the Union. However, the College shall have no responsibility or any liability for any monies once sent to the Union, nor shall the College have any responsibility or any liability for the improper deduction of dues. Further, the Union shall hold the College harmless for non-intentional errors in the administration of the dues deduction system, although the College shall exercise reasonable care in said transactions. It shall be the responsibility of the Union to notify the College of any change in the amount of dues to be deducted at least sixty (60) days in advance of such deductions. Under no circumstances shall the College be required to deduct an employee's organizational fines, penalties, or assessments from the wages of any member.

The Board's responsibility for deducting dues and uniform assessments from an employee's salary shall terminate automatically after thirty (30) days written notice from the employee to the Board and to the Union revoking the employee's prior check off authorization, pursuant to Florida Statute Chapter 447.303.

### **4.2 – Annual College-Wide Adjunct Orientation**

FPSU shall have access to Adjuncts and Adjunct Instructors covered by this Agreement to carry out its legal responsibilities as a bargaining agent as provided for in this Article. FPSU will be provided with the opportunity to disseminate information outside of scheduled College-Wide Adjunct meetings to allow interested employees to obtain information about the Union during breaks and before and after the meeting. The Union will have at least one (1) seat on College-Wide Adjunct Meeting Planning Committees. The Union shall be permitted ten (10) minutes during the general session for their presentation.

### **4.3 – Facilitation of Adjunct Relations**

Union representatives will be granted reasonable access to Adjuncts and Adjunct Instructors during their non-course contact hours, and outside of the office hours specified in the Adjunct syllabi, for investigating and processing grievances and for the purposes of administering this Agreement, provided that the representative notifies the appropriate Supervisor or his/her designee in advance. Such access will not disrupt BC operations,

academic conferences, student meetings, office hours, faculty meetings, or violate BC security procedures. If access needs to be temporarily delayed for special reasons, those reasons shall be explained to the FPSU representative.

The Union shall provide the Vice-Provost of Academic Affairs, the College Provost, and the Executive Director of Talent and Culture an updated and current list of certified Union representatives at each campus within thirty (30) business days after ratification of this agreement, and thereafter, within ten (10) business days after the selection of new FPSU representatives.

So long as not prohibited by law, and to the extent practicable, FPSU will be provided a list of the employed Adjunct Faculty no later than five (5) business days following the first drop/add period for each major term (Fall, Spring and Summer). The personal information requested below of Faculty that is excluded by law or statute will not be distributed. This includes, but not limited to, law enforcement officers and IPS Adjuncts. The list will include, to the extent practicable, the name, campus, course assignment, home address, College email address, phone number(s), initial date of hire, and position title for each Adjunct and Adjunct Instructor unless such information is exempt under Florida Public Records law. FPSU shall indemnify, defend and hold the Trustees harmless against all claims and suits which may arise as a result of the College furnishing the aforementioned list to FPSU.

#### **4.4 – Internal Communications**

The Union shall have the right to use the College telephone, interoffice mail and email service, including Adjunct and Adjunct Instructor interoffice mail boxes for Union communications to Adjuncts and Adjunct Instructors, provided documents to be transmitted are not prohibited by the Private Express Statutes, and with the further understanding that the College normal interoffice mail and email services operation will first be performed in cases where an overload occurs as a result of said Union mail use requests.

Electronic mail capabilities as available to unit members in the course of their work may be used for the purpose of reasonable communication on Union matters in compliance with all applicable College policies including but not limited to the following: Policy 6Hx2-3.48, Policy 6Hx2-8.01 and Procedures A6Hx2-8.01a and A6Hx2-8.01b, Policy 6Hx2-8.03 and Procedure A6Hx2-8.03a, and Policy 6Hx2-8.08. In no instance may such Union email contain material that is either profane or obscene.

#### **4.5 – Bulletin Boards**

The Union may provide to the College up to one bulletin board per campus and center, which the College will install in an area where other notices to employees are posted. The bulletin boards will be the same size for each campus/center and no larger than 2' x 3' in size.

The posting of information on the bulletin board will adhere to all applicable college policies, including but not limited to: Policy 6Hx2-3.31, Policy 6Hx2-5.03, Policy 6Hx2-3.34, and Policy 6Hx2-3.48.

#### **4.6 – Access to Facilities**

The Union and its representatives shall have the right to use College facilities for monthly meetings and one general membership meeting per semester upon advance written request of a minimum of ten (10) business days to the Business Dean and Campus Scheduler assigned to the location and when not otherwise scheduled for use by the College or by any other organization. Facility requests must adhere to applicable College policies, procedures and processes. Rental fees will not be charged except in cases in which additional security or custodial/maintenance, etc. support is required. To the extent that these are known at the time of the execution of the facility use agreement, the College will advise the Union of such and the Union agrees to pay these costs.

#### **4.7 – Graduation**

Each Adjunct or Adjunct Instructor may, but shall not be required to, participate in College graduation ceremonies. If the Adjunct or Adjunct Instructor chooses to participate, they must notify the College in accordance with the College's email instructions provided prior to each graduation ceremony.

#### **4.8 – Instructional Supplies**

The Board agrees to provide each Adjunct or Adjunct Instructor with materials and supplies, including any required software keys, licenses, registrations, etc., to fulfill his or her College responsibilities. An Adjunct or Adjunct Instructor will request materials and supplies from his or her immediate supervisor. Decisions on granting such requests will be made by the supervisor in the best interests of the educational process.

### **Article 5: Academic Freedom**

The parties agree that the Board approved College policy on Academic Freedom (6Hx2-4.08) prevails and is applicable to Adjuncts and Adjunct Instructors.

## **Article 6: Teaching Assignments**

6.1 Newly hired Adjuncts shall be hired for a minimum of one academic term/session. Teaching assignments for Adjunct Instructors, per the definition, are made on a per class basis.

The College shall have discretion to assign Adjuncts or Adjunct Instructors in subsequent academic terms/sessions; there is no presumption of assignments in future terms/sessions.

6.2 The College will schedule three instructional terms – Fall, Spring and Summer and may offer classes of various session lengths within each of these terms, and in some programs, across standard terms (e.g. Law Enforcement Academies). All Adjuncts or Adjunct Instructors may, or may not, be assigned course sections or teaching assignments for any term/session or class at the sole discretion of the College. Such decisions are not subject to the grievance procedure set forth in this Agreement.

6.3 The College shall determine what courses, including the number of class sections, shall be taught by Adjuncts or Adjunct Instructors, and in its reasonable discretion, determine the necessary qualifications and credentials required of individual Adjuncts or Adjunct Instructors to be assigned such classes or sections of courses. In making class section assignments, the College shall first consider student needs, anticipated enrollment, the operational and pedagogical needs of the College, and the scheduling of full-time faculty.

6.4 Course section assignments to individual Adjuncts may be based on the following, including, but not limited to, academic credentials relevant professional experience, expertise, skill set in different teaching modalities (i.e. face-to-face, online, remote learning, hybrid, lecture/lab), prior Student Opinion of Instruction results (if applicable), faculty evaluations and scheduling availability.

6.5 Supervisors may discuss tentative section assignments for each term with an Adjunct at any time. Actual section offerings will be made in writing to each Adjunct after scheduling full-time faculty.

6.6 Adjuncts interested in being considered for teaching assignments may submit a request to the supervisor indicating which course(s) they would be available to teach, campus location preference (if applicable), modality and the times during which they are available for a given term(s) as soon as practicable for the Adjunct utilizing the Schedule Preference Form in Appendix C.

Adjunct Instructors interested in being considered for teaching a class may submit a request to the supervisor.

6.7. Adjuncts who are provided notice of a section assignment for a term shall notify the supervisor of their acceptance or refusal of the assignment within one week of receiving the written notice or the section assignment offer may be rescinded.

6.8. Adjuncts or Adjunct Instructors who teach for multiple departments must notify each respective supervisor of section assignments offered by other departments and shall not accept assignments that exceed contact hour load maximums specified in Article 8. If an individual Adjunct or Adjunct Instructor does accept assignments that exceed contact hour load maximums, the College has the right to reassign course sections as needed.

6.9. The Union and the Administration recognize that Broward College Policy 6Hx3.07, Adjunct and substitute faculty, designates the maximum assignments made to Adjuncts. Appendix D contains the hour equivalencies associated with the instruction of course or Sections.

#### **6.10 – Section Reassignments**

1. In cases where an Adjunct's section assignment is reassigned to a full-time faculty member by the College after it has been accepted by the Adjunct, the College will make reasonable efforts to offer another course section for which the Adjunct is qualified and available to teach in lieu of the reassigned section. It is clearly understood that the determination of the final course schedule is within the authority and responsibility of the College and is not subject to the grievance and arbitration procedure contained within this Agreement.

2. If a section (including a combined section) that is assigned to an adjunct is subsequently reassigned on or after the Friday prior to the start of the session in which that section (including a combined section) was to be offered, and no offer of an alternative section assignment is provided to the affected Adjunct, then the Adjunct shall receive a one-time payment of \$150.00.

3. This provision does not apply to course sections that are reassigned due to an Adjunct exceeding contact hour load maximums.

4. If the course section (including a combined section) is reassigned after the start date of the section, and no alternative section is available, the Adjunct will be paid the prorated amount of the section that has elapsed and a \$150.00 one-time payment.

6. If an Adjunct takes over a section for another faculty member during the term, the Adjunct taking over the section will receive the proportional amount of the remaining adjunct pay for the section.

7. Nothing in Section 6.10 applies to Adjunct Instructors for purposes of non-credit teaching assignments, except for Section 6.10 (6).

### **6.11 – Fixed-Term Assignments in Major Terms (Fall or Spring)**

The College shall offer a minimum of 100 Adjuncts fixed-term assignments, in each of the major terms (Fall and Spring), beginning in the Fall of 2021, consisting of a maximum of 440 hours over the span of the 16-week term for a set payment of \$9,200.00, payable in equal installments over the assigned term. Adjuncts interested in receiving fixed-term assignments must indicate such on the written Schedule Preference Form (see Appendix C). The College retains the discretion to determine which Adjuncts will be offered the fixed-term assignments. Fixed term assignments will be made in writing utilizing the Fixed-Term Assignment Form (Appendix E). This scope of work in an Adjunct's Fixed Term Assignment will not to exceed 440 equivalent hours over the 16-week term in accordance with College Policy 6xH-3.07. An Adjunct will have one-week from the date that the written offer is sent by the College to accept the fixed-term assignment in writing to his/her immediate supervisor. Failure to accept the assignment within the one-week period will be considered rejected by the Adjunct. If an Adjunct declines the fixed-term assignment offer, the College will have met the obligation to identify and offer fixed-term assignments. If less than 100 Adjuncts indicate their interest in receiving a fixed-term assignment, the College will have still met its obligation under this Article. The offer of a fixed-term assignment shall not create the presumption of an offer of a subsequent fixed-term assignment.

### **6.12 – Fixed-Term Assignments for Summer Term**

Beginning in the Summer of 2022, the College shall offer a minimum of 50 Adjuncts fixed-term assignments, in the Summer term consisting of a maximum of 330 hours over the span of the 12-week term for a set payment of \$6,900.00, payable in equal installments over the assigned term. Adjuncts interested in receiving fixed-term assignments must indicate such on the written Schedule Preference Form (Appendix C). The College retains the discretion to determine which Adjunct Faculty will be offered the fixed-term assignment. Fixed term assignments will be made in writing utilizing the Fixed-Term Assignment Form (Appendix E). The scope of work in the fixed-term assignment is not to exceed 330 equivalent hours over the 12-week term in accordance with College Policy 6xH-3.07. An Adjunct will have one-week from the date that the written offer is sent to accept the fixed-term assignment in writing to his/her immediate supervisor. Failure to

accept the assignment in the one-week period will be considered rejected by the Adjunct faculty member. If an Adjunct declines the fixed-term assignment offer, the College will have met the obligation to identify and offer fixed-term assignments. If less than 50 Adjuncts indicate their interest in receiving a fixed-term assignment, the College will have still met its obligation under this Article. The offer of a fixed-term assignment shall not create the presumption of an offer of a subsequent fixed-term assignment.

### **6.13 – Outside Employment**

Bargaining unit members may engage in other employment outside those hours required as part of their teaching assignment to include required office hours. This is inclusive of teaching the same or similar classes and curriculum at other institutions. It is understood that such employment should not involve a conflict of interest with the scheduled times or responsibilities of their Broward College employment.

An Adjunct or Adjunct Instructor shall have the right to any consultant fees earned which are not in violation of the laws of the State of Florida.

### **6.14 – Preference for Full-Time Faculty Positions**

Adjuncts with five (5) or more years of Adjunct status employment with the College will be granted a first-round interview for any full-time faculty position for which he/she is qualified and has formally applied.



## **Article 7: Compensation**

Compensation for Adjuncts and Adjunct Instructors shall be paid as follows in accordance with the regular pay period schedule of the College:

### **7.1 – Compensation for Adjuncts - College Credit and Contact Hours**

Category	Title / Description	Rank				
		Doctor	Mast + 48	Mast + 36	Mast	Bach
<b>Adjunct - Credit and Contact Pay Rates</b>	Adjunct - Per credit hour	\$743.34	\$691.67	\$683.34	\$675.00	\$650.00
	Adjunct - Pay by contact hour	\$39.82	\$37.05	\$36.61	\$36.16	\$34.82
<b>Substitutes - per clock hour</b>	Adjunct	\$23.40	\$20.60	\$18.15	\$18.15	\$16.50

### **7.2 – Compensation for Adjunct Instructors**

Included are, without limitation, Adjunct Instructors at the Institute of Public Safety and Adjunct Instructors at Continuing Education, Health Sciences.

Employment Status	Category	Programs	Rate of Pay
<b>New or Returning</b>	<b>PT-Instructor (Hourly)</b>	<b>All Programs</b>	<b>\$37.50 per hour (Flat Rate)</b>

### **7.3 – Compensation for Adjunct Instructors - Corporate and Continuing Education**

Employment Status	Category	Programs	Rate of Pay (Hourly)
<b>New or returning (seasonal)</b>	<b>Youth Programs</b>	<b>Kids &amp; Teens College</b>	<b>\$20/hr.</b>
<b>New or returning</b>	<b>Workforce Training</b>	<b>Career Training and Soft Skills</b>	<b>\$25/hr.</b>
<b>New or returning</b>	<b>Workforce Certifications</b>	<b>Industry Certification</b>	<b>\$25/hr. - \$35/hr.</b>
<b>New or returning</b>	<b>Corporate Training</b>	<b>Corporate Training</b>	<b>\$50/hr. - \$150/hr.</b>

## **Article 8: Additional Work Assignments**

College needs may necessitate that additional work assignments be created. These additional work assignments are in addition to the Adjunct Faculty member's teaching assignment.

1. Compensation for bargaining unit members for a work assignment shall be paid at a rate of \$22.00 per hour. College Policy 6Hx2-3.07 prevails in specifying the combined maximum hours an Adjunct may be engaged in work activities for teaching and additional work assignments.
2. The additional work assignment shall be described in an Additional Work Assignment Form (Appendix F). The additional work assignment is at the sole discretion of the Dean of the applicable Pathway, or his or her designee.
3. Payroll periods for additional work pay shall be twice monthly corresponding to regular pay dates during the period the additional work is performed.
4. An Adjunct or Adjunct Instructor may volunteer to participate in College activities. Participation in College activities will not be presumed to be an additional work assignment or eligible for any compensation.

## **Article 9: Proprietary Rights**

### **9.1 – Copyrights, Patents, and Royalties**

The College supports and encourages its Adjuncts and Adjunct Instructors 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 sub-articles listed below therefore defines the rights and obligations of all parties concerned.

### **9.2 – Persons Covered Under the Policy**

This Article is intended to cover relevant activities of all Adjuncts and Adjunct Instructors who have a teaching assignment with the College at the time the Adjunct or Adjunct Instructor is also working on 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.

### **9.3 – 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:

- 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.

### **9.4 – Determination of Rights**

To determine the disposition of rights to copyrightable materials and patents developed by Adjunct or Adjunct Instructor, 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.

***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 Adjunct or Adjunct Instructor 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.

***Sponsor Supported Efforts*** – Adjuncts or Adjunct Instructors 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 Adjuncts, as defined above, shall accrue solely to the author or inventory.

*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.

## **Article 10: Management 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:

1. To establish policies, rules, and procedures relating to the rights and education of students;
2. To control the management and administration of the College and its property, facilities, and the activities of its employees;
3. To hire all employees and, subject to applicable law, determine qualifications and conditions for their positions and their continuation in their positions;
4. To establish and modify or eliminate employees' duties;
5. 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;
6. To schedule, assign hours and days of operations;
7. 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;
8. To determine staffing levels and patterns, including the size and composition of the work force;
9. To determine whether and to what extent work shall be performed by employees in this bargaining unit and to change such determinations;
10. To establish or abolish employment positions and position descriptions;
11. To determine the number, location, and operations of all units of the College;
12. To budget and determine allocation of funds;
13. To schedule classes;

15. To create and implement policies, rules, procedures, and practices;
16. In an emergency, take 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.

## **Article 11: Evaluation**

Adjuncts and Adjunct Instructors are integral to the success of Broward College. To offer the highest quality education to students, Broward College's evaluation process encourages and documents the quality work of our Adjuncts and Adjunct Instructors. Broward College's evaluation process is designed to showcase faculty strengths and address potential challenges.

Adjuncts will submit a mini-portfolio according to the schedule developed by the appropriate Academic Pathway Dean, following the process described herein. This Article will not apply to Adjunct Instructors unless specifically indicated herein.

### **11.1 – Review Schedule**

Beginning in the Fall term of the 2020 - 2021 Academic Year, new Adjuncts will begin the mini-portfolio review process in the first semester in which they teach. This process will include a classroom observation or observations to be conducted by the appropriate Associate Dean or designee. The Pathway Academic Dean will finalize the mini-portfolio review for the academic year. The next review cycle will occur every three (3) years after the conclusion of the first-year evaluation. During the review cycle classroom observations will be conducted. The appropriate Academic Pathway Dean may determine that an Adjunct must be evaluated in as many consecutive years as necessary and will inform the Adjunct that a mini-portfolio Review must be completed.

Adjuncts will receive information about the requirements of the mini-portfolio from the appropriate Associate Dean or designee via email correspondence.

If an Adjunct wishes to have guidance in constructing the mini-portfolio, he/she may attend a workshop set up for this purpose through the College's CTCL (Center for Teaching Excellence and Learning) and/or consult with a discipline colleague or mentor or appropriate administrator.

An Adjunct will submit the mini-portfolio to his/her immediate supervisor by the scheduled deadline.

The Associate Dean or designee will review each mini-portfolio, make written comments, and sign off on the mini-portfolio. A copy of the mini-portfolio review form will be kept by the Associate Dean or designee, and a copy will be sent to the appropriate Academic Pathway Dean. The original form will be added to the mini-portfolio for return to the Adjunct Faculty.



The mini-portfolios will be returned to the Adjunct by the designated deadline.

Adjuncts teaching online will follow the same process, but their mini-portfolios will be submitted electronically to their BC Online supervisor. Those teaching both online and ground courses may choose which type of mini-portfolio to submit.

### **11.2 – Adjunct Instructor Evaluation**

Newly hired Adjunct Instructors may be evaluated during the first three (3) years that they teach at the College upon request by the Instructor or by their immediate supervisor.

If requested, the immediate supervisor of the Adjunct Instructor shall complete the evaluation and meet with the Adjunct Instructor for review and comment. If the overall rating of the evaluation is a “satisfactory” then the finalized evaluation form will be filed in the Talent and Culture department no later than one term after the evaluation term. If the overall rating of the evaluation is “unsatisfactory” then the finalized evaluation form will be reviewed by the immediate supervisor’s manager before filing in Talent and Culture department no later than one term after the evaluation term.

The Adjunct Instructor Evaluation Form may include statements based on data from the following sources, including but not limited to, the Adjunct Instructor’s student opinion of instruction surveys, course evaluations, observations of normal teaching duties by the immediate supervisor, and any formal or informal meetings with the Adjunct Instructor as appropriate.

### **11.3 – Adjunct Mini-portfolio Guidelines**

Guidelines for the Adjunct mini-portfolio and related rubric are provided in Appendix G of this Article. The mini-portfolio will include the following items: teaching philosophy statement, a copy of a syllabus, summary data from relevant student opinion of instruction forms, Adjunct’s comments and reflection on said data, a copy of a summative assessment, final exam/project/etc., a copy of an assignment, student course success data for each section taught during the review period, Adjunct’s comments and reflection on said data, and a summary of professional development activities.

### **11.4 – Part-Time/Dual Enrollment Faculty Mentorship**

In support of educational best practice, the academic department will make a good faith effort to partner a new Adjunct with a mentor, who in most cases, when practicable, is a full-time faculty member who volunteers for this position. The mentor will be assigned by the appropriate Associate Dean, will provide support for an academic year, and will be from the same (or closely related) discipline as the Adjunct. Likewise, when an Adjunct

is undergoing mini-portfolio review, the department will make a good faith effort to assign a mentor during their academic year of review. This Article cannot be grieved by an Adjunct or the Union.

### **11.5 – Minimum Expectations**

In addition to providing to students a classroom atmosphere conducive to learning and expertly delivering course content, an Adjunct is also a member of an academic department, which may entail professional expectation specific to that area. The Adjunct is expected to:

1. Provide by the published deadline all necessary data related to attendance verification and the submission of final grades;
2. Provide constructive feedback to all student work and do so in a timely manner;
3. Answer in a timely manner all relevant communications from students and department;
4. Participate in all relevant College-wide and department-specific assessment efforts;
5. Follow relevant department guidelines in all aspects of course content management and delivery; and
6. Provide clear guidelines and have reasonable by department standards expectations in assessing student work.

### **11.6 – Professional Standards and Ethics (adapted from State Board Rule 6A – 10.081)**

Broward College Adjuncts and Adjunct Instructors shall be guided by the following ethical principles:

(a) The educator values the worth and dignity of every person, the pursuit of truth, devotion to excellence, acquisition of knowledge, and the nurture of democratic citizenship. Essential to the achievement of these standards are the freedom to learn and to teach and the guarantee of equal opportunity for all.

(b) The educator's primary professional concern will always be for the student and for the development of the student's potential. The educator will therefore strive for

professional growth and will seek to exercise the best professional judgment and integrity.

(c) Aware of the importance of maintaining the respect and confidence of one's colleagues, of students, and of other members of the community, the educator strives to achieve and sustain the highest degree of ethical conduct.

(d) Obligation to the student requires that the Adjunct or Adjunct Instructor:

1. Shall make reasonable effort to protect the student from conditions harmful to learning and/or to the student's mental and/or physical health and/or safety.
2. Shall not unreasonably restrain a student from independent action in pursuit of learning.
3. Shall not unreasonably deny a student access to diverse points of view.
4. Shall not intentionally suppress or distort subject matter relevant to a student's academic program.
5. Shall not intentionally expose a student to unnecessary embarrassment or disparagement.
6. Shall not intentionally violate or deny a student's legal rights.
7. Shall not harass or discriminate against any student on the basis of race, color, religion, sex, age, national or ethnic origin, political beliefs, marital status, handicapping condition, sexual orientation, or social and family background and shall make reasonable effort to assure that each student is protected from harassment or discrimination.
8. Shall not exploit a relationship with a student for personal gain or advantage.
9. Shall keep in confidence personally identifiable information obtained in the course of professional service, unless disclosure serves professional purposes or is required by law.

(e) Obligation to the public requires that the Adjunct or Adjunct Instructor:

1. Shall take reasonable precautions to distinguish between personal views and those of any educational institution or organization with which the individual is affiliated.

2. Shall not intentionally distort or misrepresent facts concerning an educational matter in direct or indirect public expression.

3. Shall not use institutional privileges for personal gain or advantage.

4. Shall accept no gratuity, gift, or favor that might influence professional judgment.

5. Shall offer no gratuity, gift, or favor to obtain special advantages.

(f) Obligation to the profession of education requires that the individual:

1. Shall maintain honesty in all professional dealings.

2. Shall not interfere with a colleague's exercise of political or civil rights and responsibilities.

3. Shall not engage in harassment or discriminatory conduct which unreasonably interferes with an individual's performance of professional or work responsibilities or with the orderly processes of education or which creates a hostile, intimidating, abusive, offensive, or oppressive environment; and, further, shall make reasonable effort to assure that each individual is protected from such harassment or discrimination.

4. Shall not make malicious or intentionally false statements about a colleague.

5. Shall not use coercive means or promise special treatment to influence professional judgments of colleagues.

6. Shall not misrepresent one's own professional qualifications.

7. Shall not submit fraudulent information on any document in connection with professional activities.

8. Shall not make any fraudulent statement or fail to disclose a material fact in one's own or another's application for a professional position.

9. Shall not misrepresent an assignment or conditions of employment.

## **Article 12: Strikes**

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

Any Adjunct or Adjunct Instructor 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.

The College agrees not to lockout bargaining unit members for the duration of this Agreement.

### **Article 13: Consultations**

Representatives of the College and the Union 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 therefrom. At a minimum, representatives of the College and the Union will meet before the College's Winter Break to discuss the Family First Coronavirus Response Act expiration.

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. A meeting can be canceled by request of either party and such a request will not be unreasonably denied. 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.

#### **Article 14: 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.

### **Article 15: Controlling Clause**

This Agreement shall supersede prior agreements between the parties. Upon ratification, this Agreement shall become the official policy of the Union and the Board. Any conflict between the provisions of this Agreement and any State Board of Education Policies and Administrative Procedures or practices shall be resolved in favor of the terms and conditions of this Agreement. Any conflict between the provisions of this Agreement and any federal or state law, including Chapter 6A-14, Florida Administrative Code, shall be resolved as stated in Article 14, Severability. This Agreement may not be altered, changed or modified except by or with the written consent of the parties and approved by appropriate action by the Union and the Board. The parties agree to share equally the cost of printing this Agreement for distribution to the bargaining unit members and to the Administration.



### **Article 16: Limitation of Waivers**

The parties acknowledge that all waivers of some or all of the right to collectively bargain over mandatory subjects of bargaining contained in this agreement shall terminate no later than the date this agreement expires.

### **Article 17: Non-Assignment**

The rights, duties, and obligations of the Board and Union included in this Agreement shall not be assigned or transferred without the written consent of the other party.

## **Article 18: Duration of Agreement**

This Agreement shall become effective when ratified by the employees in the bargaining unit and by the College, or on July 1, 2020, whichever is later. This Agreement shall continue in full force and effect until June 30, 2023, subject to the following:

### **18.1 – Reopener(s)**

This Agreement shall be reopened in July of 2021 and July of 2022 for a period of thirty (30) days for that academic year. The Articles for consideration during the reopened period are limited to the following:

1. For FPSU, Article 7 – Compensation and Article 8 – Additional Work Assignments. FPSU must propose the changes to the either Article to the Administration before the first meeting.
2. For Administration, the Administration shall have the option to choose two Article(s) or specific subsections thereof to negotiate. Administration must propose the changes to the chosen Article to the Union before the first meeting.

During the thirty (30) day period after July 1, 2021 and then after July 1, 2022, Administration and the FPSU shall meet no less than two (2) times for no less than five (5) hours per meeting in order to discuss the reopened Articles. Additional meetings require the agreement of the parties. Each meeting may be shortened in time by the mutual agreement of the parties. If Article 7, 8, and the Article(s) or subsections thereof chosen by the Administration are not tentatively agreed by the end of the thirty (30) day period, then the parties shall proceed to directly to the Board for resolution.

### **18.2 – Amendments**

In the event the parties negotiate a mutually acceptable amendment to this Agreement, such amendment shall be put in writing and become part of this Agreement upon ratification by both parties.

### **18.3 – Renewal and Successor Agreement**

If an agreement as to a complete replacement agreement is not reached before this Agreement expires, this Agreement shall continue as provided by law until a successor agreement is ratified or imposed.

This Agreement was ratified by SEIU on July 31, 2020.

The Agreement was ratified by the Board on August 11, 2020.

**Broward College**

**SEIU-FPSU; Broward College Chapter**

DocuSigned by:  
*Gloria Fernandez*  
7008B3C356D1479

Chair of the Board

DocuSigned by:  
*Rick Smith*  
14C36858B0F844E...

Chief Negotiator

DocuSigned by:  
*Gregory Adam Haile, J.D.*  
E9A1BF4F9D6047F...

President

DocuSigned by:  
*Michelle DeMarco*  
CCF06D101279455...

Broward College Adjunct Faculty

## **Appendix A: Definitions**

This Agreement shall incorporate the definitions enumerated below:

- A. **Board** – The terms “Board” or “Board of Trustees” shall mean the Board of Trustees of Broward College, Florida.
- B. **College** – The term “College” shall refer to Broward College and its authorized representatives. The terms “Board” and “College” are used interchangeably in this Agreement.
- C. **Adjunct or Adjunct Faculty** – The terms “faculty”, “faculty member”, or “adjunct faculty member” shall mean those adjunct instructional employees specifically included in the bargaining unit that teach college-credit or clock hour courses within degree programs.
- D. **Adjunct Instructor** – Bargaining unit member who teaches non-college credit, continuing education, and corporate training courses.
- E. **Working Days** – The term “working days” shall include Mondays through Friday on days when credit classes are in session, and administrative offices are open, except where otherwise indicated. (Example: Emergency closings for weather/safety)
- F. **Calendar Days** – The term “calendar days” shall mean all days, including those when credit classes are not in session.
- G. **Academic Year** – Beginning with the Fall term through Spring and Summer terms.
- H. **State Reporting Year** – Beginning with the Summer term through the Fall and Spring terms.
- I. **Calendar Year** – January 1 to December 31.
- J. **Fiscal Year** – July 1 to June 30.
- K. **Credit Hour** – Academic unit awarded to student. Credit hours are determined according to the Florida State Board of Education in conjunction with the State University System Board of Governors and are/were determined when the course was approved following review by the statewide Articulation Coordinating Committee and inclusion in the Common Course Numbering guidelines. (Florida Administrative Rule 6A-14.030)

**Appendix B: Grievance Form**

Name:			
Work Location:			
		E-Mail	
Campus(es):		Phone:	
Academic Pathway/Discipline			

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

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

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---

Remedy Sought:

---



---

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

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

**Union Grievance Representative Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

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

### **Appendix C: Adjunct Schedule Preference Form**

In alignment with Article 6 adjuncts interested in being considered for teaching assignments may submit a request to the supervisor indicating which course(s) they would be available to teach, campus location preference (if applicable), modality and the times during which they are available for a given term(s).

Each academic area will make available to all adjunct faculty a request form crafted specifically to meet the pedagogical needs of that area. The form must include, but is not limited to, the following information.

- Name, E-Mail and Phone
- Preferred Number of Course Section Assignments Preferred in the Major Term(s).
- Preferred Sessions in the Major Term(s) as applicable
- Preferred Days and Times of Instruction
- Preferred Courses
- Preferred Locations
- Preferred Modality of Delivery and Instruction
- Special Considerations in the Development of the Schedule
- Preference for Fixed Term Assignment

## **Appendix D: Hour Equivalencies**

### **Teaching Calculation Hour Equivalencies:**

1. Lecture
  - a. Hours are calculated for class contact hours, class preparation, grading and student office hours
    - i. Class contact hours
    - ii. Prep & Grading – 1.25 per in-class clock hour
    - iii. Office Hours – 2.67 hours per credit
2. Lab & Wellness
  - a. Hours are calculated for class contact hours, class preparation, grading and student office hours
    - i. Class contact hours
    - ii. Prep & Grading - .5 per in-class clock hour
    - iii. Office Hours – 2.67 hours per credit
3. Clinical & Applied Music
  - a. Hours are calculated for class contact hours
4. Art Studio
  - a. Hours are calculated for class contact hours, class preparation, grading and student office hours
    - i. Class contact hours
    - ii. Prep & Grading - .25 per in-class clock hour
    - iii. Office Hours – 2.67 hours per credit

### **Non-Teaching Work**

Hour per hour basis

*All teaching and non-teaching work hours are to be added to determine work hours in one work week and average hours worked per week over a major term.*



## Appendix E: Fixed Term Assignment Form

(Entries below are examples and not actual assignments).

Choose Term: <span style="color: red;">Dropdown Menu</span>		Fall/Spring		Calculation Tool v3.00 (last rev 2020-06-22)			
Assignment #	Course Type <span style="color: red;">Dropdown Menu</span>	# of Credits <span style="color: red;">Input</span>	Total Load Contact hrs <span style="color: red;">Input</span>	Total In-Class Clock Hours	Total Prep & Grading Hours	Total Student Office Hours	Total Hours
1	1 - lecture	3	48	40.00	50.00	8.00	98.00
2	2 - lab	2	115	95.83	47.92	5.33	149.08
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
Total Class Hours for Term						247.08	
Total from Other Work						185.00	

Other Work		
Assignment	Function <span style="color: red;">Input</span>	Hours per Term <span style="color: red;">Input</span>
1	Tutor for XYZ Dept	140
2	Develop Math Awareness Materials	45
3		
4		

Maximum Hours for Term      440.00

<b>Total Term Work Hours</b>	<b>432.08</b>
------------------------------	---------------

Total Term Work Hours Remaining 7.92

Signatures:

Adjunct Faculty Member: \_\_\_\_\_ Date: \_\_\_\_\_

Associate Dean: \_\_\_\_\_ Date: \_\_\_\_\_

Academic Pathway Dean: \_\_\_\_\_ Date: \_\_\_\_\_

## Appendix F: Additional Work Assignment Form

(Entries below are examples and not actual assignments).

Choose Term: <span style="color: red;">Dropdown Menu</span>		Fall/Spring		Calculation Tool v3.00 (last rev 2020-06-22)			
Assignment #	Course Type <span style="color: red;">Dropdown Menu</span>	# of Credits <span style="color: red;">Input</span>	Total Load Contact hrs <span style="color: red;">Input</span>	Total In-Class Clock Hours	Total Prep & Grading Hours	Total Student Office Hours	Total Hours
1	1 - lecture	3	48	40.00	50.00	8.00	98.00
2	2 - lab	2	115	95.83	47.92	5.33	149.08
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
<b>Total Class Hours for Term</b>							<b>247.08</b>
<b>Total from Other Work</b>							<b>185.00</b>

Other Work		
Assignment	Function <span style="color: red;">Input</span>	Hours per Term <span style="color: red;">Input</span>
1	Tutor for XYZ Dept	140
2	Develop Math Awareness Materials	45
3		
4		

Maximum Hours for Term      440.00

<b>Total Term Work Hours</b>	<b>432.08</b>
------------------------------	---------------

Total Term Work Hours Remaining 7.92

Signatures:

Adjunct Faculty Member: \_\_\_\_\_ Date: \_\_\_\_\_  
 Associate Dean: \_\_\_\_\_ Date: \_\_\_\_\_  
 Academic Pathway Dean: \_\_\_\_\_ Date: \_\_\_\_\_

## **Appendix G: Adjunct Faculty Evaluation**

### **G.1 – Mini-portfolio Guidelines**

The following items should be included in the mini-portfolio.

#### **1. Teaching Philosophy**

The teaching philosophy statement is a short reflective statement on the instructor's teaching philosophy and accomplishments. A teaching philosophy is generally a broad statement reflecting the instructor's individual approach to teaching and learning, as well as a summary of her/his academic credentials. The statement might include the following questions: How do you teach? What do you teach? What are your teaching methods, goals, and strategies? These questions address the instructor's general ideas about teaching. It has been recognized by many educators that the process of identifying a personal philosophy of teaching and continually examining and verifying this philosophy can foster professional and personal growth.

#### **2. Syllabus**

A syllabus of a course taught by the Adjunct Faculty should be included. Over time, all courses taught by the Adjunct Faculty will be covered. The syllabus must be approved by the appropriate Associate Dean and follow all appropriate department guidelines. The syllabus should show that the class schedule and assessments align closely with the learning outcomes for the course, and that they will elicit substantive learning in those areas. Mini-portfolio reviewers will also be checking to see that the policies expressed are clear and reasonable (based on any applicable department guidelines) as are the grading and attendance policies.

#### **3. Student Opinion of Instruction Data**

The Student Opinion of Instruction data related to the chosen course syllabus should be included in the mini-portfolio. The data should be used as a basis for improvement in the delivery of the course content; an analysis of the data and a summary of any appropriate future adjustments and changes should be included.

#### **4. Summative Assessment**

The summative assessment that corresponds with the chosen syllabus should be included in the mini-portfolio. If a final exam is not used, an appropriate capstone project or presentation, or other assessment tool should be included. It is important that the directions/questions are clear and that an exam meets the appropriate standards of good test design. Whatever the summative assessment or capstone project is, it must elicit information that promotes the stated learning outcomes for the course.

## 5. General Education Assignment

For those courses identified as fulfilling General Education at the college, an assignment that covers at least one of Broward College's general education competencies should be included. For instance, if communication is one of the general education competencies associated with the course, an assignment should be provided that demonstrates how the instructor teaches communication skills within the bounds of the discipline to meet the competency. Two examples of graded student work for that assignment (with the student name removed) should also be included; whenever possible, one example should reflect acceptable work, and one should reflect unacceptable work on that assignment.

## 6. Student Success Data

The mini-portfolio shall contain a list of all courses taught during the review period that includes the number of students on the roster at the conclusion of the enrollment verification period for the course, along with the percent of students who earned a grade of an "A", "B", "C" or "S", the percent of students earning a grade of "D", "F", or "U", and the percent of students who withdrew their enrollment in the course. The data should be used as a basis for improvement in the delivery of the course content; an analysis of the data and a summary of any appropriate future adjustments and changes should be included.

## 7. Optional Professional Development Activities

Since teaching is one of the professions in which it is essential to continue developing skills over time, it is important to engage in professional development activities. All professional development activities are optional for an Adjunct Faculty member. Examples include, but are not limited to, workshops offered by CTEL, college courses, work with professional organizations, attendance or presentations at conferences, creative or scholarly publications, course development, development of software, a new certification, or other activities; one could also include a bibliography of professional journals or books he/she read during the previous year and discuss how he/she used them to improve teaching. Administration will not exclude Adjunct Faculty from professional development opportunities.

**G.2 – Mini-portfolio Evaluation Rubric**

<b>Mini-portfolio Requirements</b>	<b>4 Exceptional</b>	<b>3 Meets Expectations</b>	<b>2 Needs Improvement</b>	<b>1 Unacceptable</b>	<b>N/A</b>
I. Reflective statement on teaching philosophy and accomplishments					[Required]
II. Self-evaluation based on data from the Student Opinion of Instruction					[Required]
III. Syllabus					[Required]
a. Conforms to the standard common course syllabus template					
b. Assignments are in alignment with the course learning outcomes and general education requirements					
c. Grading/Evaluation standards are clearly stated and align with the assignments					
IV. Final Exam					
V. General Education Assignment					
VI. Student Success Data					
VII. Professional Development Activities					

COMMENTS:

Areas of greatest strength:

Areas for improvement:

Name of Adjunct Faculty:

Signature of Reviewer:

Date

### G.3 – Standard of Performance Rating Scale

Rating	Performance Standard	Explanation
4	Exceptional	Exceptional performance is demonstrated by performance levels that are recognized as superior as compared to other professional faculty within the College.
3	Meets Expectations	Meets expectations performance is demonstrated by performance levels that are recognized as meeting all reasonable and acceptable standards compared to other professional faculty within the College.
2	Needs Improvement	Performance that needs improvement is demonstrated by performance levels that are recognized as deficient in one or more criteria, but evidence suggests that satisfactory performance is possible with appropriate professional development and assistance. Achievements are not well documented or always evident.
1	Unacceptable	Unacceptable performance is demonstrated by performance levels that are clearly recognized as not meeting reasonable and minimal standards compared to other professional faculty within the College, or documentation is not provided by faculty when requested or prescribed in the evaluation process.

## **G.4 – Mentoring**

The role of the mentor is to make contact with the Adjunct before (or early in) the first semester of teaching (fall, spring, summer) to offer any assistance needed in getting started. Subsequently, during the first half of the first semester of teaching, the mentor will schedule and complete a classroom observation of the Adjunct using the Adjunct Classroom Observation Form (G.5). A follow-up discussion will occur between the Adjunct and the mentor concerning the classroom observation. Results of the classroom observation and the follow-up discussion will be forwarded to the appropriate Associate Dean or Coordinator and the appropriate Pathway Dean. The mentor is expected to make monthly contact with the Adjunct during the first semester of teaching. Programs with specialized accreditation may decide to provide Adjunct mentors through either full-time faculty or program coordinators/administrators.

**G.5 – Adjunct Classroom Observation Form**

Name of Adjunct Instructor:	
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Name of Dean/Associate Dean/ Mentor:	
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Course Prefix and Section Number:		Date of Observation:	
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S = Strength, ME= Meets Expectations, IO = Improvement Opportunity

Criteria	S	ME	IO
Adjunct appears well prepared and has all necessary teaching materials, equipment, and visual aids.			

Comments:

Adjunct demonstrates a depth of knowledge of subject and material.			
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Comments:

Adjunct holds the attention of the students and uses class time productively.			
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Comments:

Adjunct presents material in a logical and understandable sequence.			
---	--	--	--

Comments:

Adjunct uses relevant examples or illustrations which add clarity to subject material.			
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Comments:



Adjunct uses challenging, higher-order questions or problems to explore course material.			
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Comments:

Adjunct encourages student engagement through questioning techniques and discussion.			
--	--	--	--

Comments:

Adjunct fosters an atmosphere of respect and constructive exchange of ideas.			
--	--	--	--

Comments:

If observed during class meeting; the Adjunct appropriately manages potential or actual disruptive behavior (leave blank if no disruptive behavior observed).			
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Comments:

Additional Comments or Suggestions:

Adjunct's Signature:		Date:	
Observer's Signature:		Date:	