

# MANUAL OF PROCEDURE

---

**PROCEDURE NUMBER:** 2832

**PAGE** 1 of 5

**PROCEDURE TITLE:** Compensation Practices for Full-Time and Part-Time Adjunct Instructional Personnel

**STATUTORY REFERENCE:** FLORIDA STATUTE 1001.64

**BASED ON POLICY:** II-52 Instructional/Contractual Salary

**EFFECTIVE DATE:** August 22, 2005

**LAST REVISION DATE:** December 1, 2023; May 13, 2024; October 14, 2024

**LAST REVIEW DATE:** December 1, 2023; May 13, 2024; October 14, 2024

## **I. PURPOSE**

To provide all full-time and part-time instructional personnel procedures for Miami Dade College's overall compensation practices, unless indicated in the current Collective Bargaining Agreements for full-time (MDC-United Faculty of Miami Dade College, UFMDC) and part-time/adjunct (Service Employees International Union, SEIU) instructional personnel.

## **II. GENERAL PROVISIONS**

### **Section 1 Full-Time Instructional/Contractual Employees**

#### **A. Salary Determination**

##### **1. New Instructional/Contractual Employees**

- a) The minimum of the instructional salary range will be considered the normal hiring rate for new full-time employees except in specific circumstances as noted in Section A.1.b. below.
- b) Within the salary range established for an academic rank, the College President or designee has the authority to:
  1. hire employees at a salary above the recommended salary range minimum, and/or
  2. make selective salary adjustments.

2. Return to Faculty Continuing Contract Status

When an individual returns from a non-instructional position to faculty continuing contract status, the employee's salary will be recalculated according to the following:

- a. The employee's last earned academic rank;
- b. The base salary received immediately preceding the appointment to the non-instructional position and the addition of all annual salary increases to the base salary as awarded to faculty each academic year during the period of the individual's non-instructional assignment.

3. Appointment to Instructional Position

When an individual in a non-instructional position is appointed to a full-time faculty position, the salary will be calculated as with all other new faculty, based on earned academic degrees and years of related work experience.

4. The College President or designee has the authority to waive either of these provisions for good and sufficient reasons, such as recruitment issues, employment market factors and/or evidence of distinguished service.

B. Special Provisions

1. When the College President or designee schedules meetings after normal duty hours (4:30 p.m.) or on a Saturday (if this is a non-scheduled workday), the College President or designee may authorize a salary payment not to exceed \$50.00 a meeting for a part-time faculty member in attendance.
2. Fees may be paid to officials for administrative services at athletic events, as determined by the College.

C. Salary Increases

Salary increases for full-time instructional personnel are addressed in the current UFMDC collective bargaining agreement.

D. Additional Assignments

1. All instructional personnel must inform their immediate supervisor of any additional employment within the College and outside employment as required by Policy II-18. (Refer to UFMDC Agreement, Article 3, Section 2, page 6.)
2. Full-time faculty may be granted non-instructional task points at the rate of \$20 per hour (5 hours = 1 point; \$100 per point).

E. Additional Pay

Additional pay information on non-instructional task points is located in the UFMDC Agreement, Article 17.

F. Demotions

When an employee is reassigned to a lower academic rank resulting from non-compliance with Professional Development requirements or other applicable actions, the employee will experience a reduction in salary which is calculated as follows:

10% from current salary or to midpoint of new rank salary range whichever is lower; an amount not to exceed the maximum of the new lower rank

G. Employment After Retirement

The preferential re-employment consideration of retired faculty shall be subject to the rules for re-employment eligibility as established by the Florida Retirement System (FRS).

1. Regular and DROP Retirees

The following rules apply to all retirees whether they are regular retirees or have completed their participation in the Deferred Retirement Option Program (DROP).

- a) Regular retirees, in compliance with Section II C, may apply for full-time vacancies that occur and for which the retiree is qualified. Selection, salary and conditions of employment shall be governed by the collective bargaining agreement in effect at the time of re-hire.
- b) Retired faculty may be given a preferential opportunity to teach credit classes within their discipline over other adjunct faculty, provided the faculty member maintained satisfactory performance standards both prior to and during re-employment after retirement. Individuals retired on or after July 1, 2010 under FRS rules, will not be considered for any employment with the College during the 1<sup>st</sup> through 12<sup>th</sup> month after retirement.

The College permits retired faculty who teach credit or vocational classes within their discipline to be paid at the overload rate for three years following retirement at a maximum of 48 points per academic year.

- c) Preferential consideration for all regular retirees shall cease at the conclusion of the term that occurs after three consecutive years following re-employment eligibility after retirement. After this, College teaching assignments may be available but not on a preferential basis. Payment for such assignments will be based on the appropriate adjunct rate as determined by the College (SEIU Bargaining Agreement, Article 12, Section 1) to a maximum point limitation per semester and academic year as determined by the College:  
[https://www.mdc.edu/hr/Bank\\_Points/PointLimitationsAdjunctFaculty.pdf](https://www.mdc.edu/hr/Bank_Points/PointLimitationsAdjunctFaculty.pdf)

## **Section 2: Part-Time/Adjunct Instructional Employees**

### **A. Definitions.** Level 1 and Level II Part-Time/Adjunct Faculty

1. Level 1 Adjunct Faculty – All non-Level II part-time instructional personnel
2. Level II Adjunct Faculty – Level 1 adjunct faculty who have taught credit courses for two (2) major terms in two consecutive calendar years will be designated as Level II adjunct faculty. To be elevated to Level II, adjunct faculty must possess a terminal degree and have completed the College specified professional development course(s). All other adjunct faculty will be referenced as Level I adjunct faculty. Further, any Adjunct Faculty who has not taught for one (1) calendar year will be terminated unless a special exception is made by the College. If a previously terminated Adjunct Faculty reapplies to teach at the College, they will return to Level I Adjunct status.

### **B. Salary Determination**

1. Credit, Vocational Credit and Non-Credit (e.g., adult education, continuing workforce education, lifelong learning or recreational) courses will be paid according to the current salary schedule in the SEIU Bargaining Agreement (Article 12, Compensation).

### **C. Additional Assignments/Additional Pay**

1. Adjuncts must inform their Department Chairs of any/all additional assignments with the College prior to accepting additional assignments.
2. Payments made to part-time instructors for additional duties will conform to the College's general guidelines, as determined by the College.
3. Administrative Task point assignments are offered at the sole discretion of the College (SEIU Bargaining Agreement, Section B. Faculty Assignments. 7. College Need) and paid in accordance with the schedule in the current bargaining agreement (Article 12, Section 1) using College procedures.
4. Substitute Pay will be paid at the rate specified in the current SEIU bargaining agreement (Article 12).
5. Salary increases for part-time personnel employed in specifically funded programs may conform to general College salary increase guidelines. Such increases are contingent upon availability of

program funds unless otherwise authorized by the College President.

6. Individuals may only be employed in one (1) Fair Labor Standards Act (FLSA) classification (e.g. exempt - exempt, non-exempt – non-exempt).
7. Assignments for part-time instructional employees shall not exceed the maximum point limitation per semester nor academic year as determined by the College:  
[https://www.mdc.edu/hr/Bank\\_Points/PointLimitationsAdjunctFaculty.pdf](https://www.mdc.edu/hr/Bank_Points/PointLimitationsAdjunctFaculty.pdf)

#### **D. Compensation for Large Class Size**


For credit classes with enrollment above 49 students, adjunct faculty will be assigned additional points, based on a three-credit 12-point class, according to the chart in the current bargaining agreement (Article 12, Section 3). Classes with a base of other than 12 points will be adjusted proportionately. Class size will be determined by the number of paid students enrolled, as shown by the first-class roll following the 100 percent refund date. The number of points assigned to classes will be paid in accordance with the current schedule (Article 12).

#### **E. Compensation for Small Class Size**

Classes with low enrollment, which would normally cause a class to be canceled, may be prorated for reduced points or a reduced hourly rate (as appropriate to meet departmental productivity) and offered to a bargaining unit member. If mutually agreeable, the course will be assigned for the reduced points or hourly rate and paid in accordance with the current schedule (Article 12).

#### **F. Cancelled Credit Class Payment Provision**

In cases where any credit course assignment or section is cancelled by the College, the College will make reasonable efforts to offer another course assignment or section to the impacted faculty member for which he/she is available and qualified to teach. If the credit course is cancelled and no alternative course has been assigned, the impacted faculty member will receive a one-time payment of \$150.00, in addition to a proportional payment for all classes taught prior to the cancellation. This payment will only be provided if the classes were assigned to the faculty member at least two weeks before the start of the term and if the credit course was cancelled in the period beginning two weeks before the beginning of the term through add- drop. No cancellation fee will be paid if the class is cancelled due to low enrollment or the faculty member declines a substitute course assignment. This provision does not apply to sections that are reassigned due to a faculty member exceeding contact hour load maximums.

	
10/14/2024	DATE
PRESIDENT	DATE