AGREEMENT

BETWEEN

ONTARIO COUNTY BOARD OF SUPERVISORS,

FINGER LAKES COMMUNITY COLLEGE, AND

FINGER LAKES COMMUNITY COLLEGE – GREATER ROCHESTER ADJUNCTS DEDICATED TO EDUCATION

SEPTEMBER 1, 2025 – AUGUST 31, 2029

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This Agreement is made pursuant to the Public Employees' Fair Employment Act and is entered into by and between the Ontario County Board of Supervisors and Finger Lakes Community College Board of Trustees (hereinafter referred to as the "Employers") and the Finger Lakes Community College – Greater Rochester Adjuncts Dedicated to Education (FLCC–GRADE), (hereinafter referred to as the "Union").

ARTICLE 1 – PREAMBLE

The Parties to this Agreement desire to establish and maintain an atmosphere of mutual understanding and cooperation that will promote the mission of FLCC (hereinafter referred to as the "College"). The Parties share in the commitment of the FLCC community to the achievement of optimal conditions for discovering and disseminating knowledge within an atmosphere of academic freedom, fairness, and individual and institutional accountability. The Parties commit themselves to administer this agreement in such a way as to ensure that the above stated principles shall be best served.

WHEREAS, the Parties have conducted negotiations and reached agreement, now, therefore; The Parties have agreed as follows:

ARTICLE 2 – RECOGNITION

1. The Public Employment Relations Board has certified the Union, effective September 20, 2006, as the sole and exclusive collective bargaining representative for all adjunct faculty teaching credit bearing courses and paid by the College to provide such services at any of its campuses and satellite locations. Members of the bargaining unit shall be uniformly referred to as "adjunct faculty".

2. Expressly excluded from the bargaining unit are administrators, all active members of any other bargaining unit representing College or County Employees, all hourly employees, substitutes, and NJCAA team sports coaches.

ARTICLE 3 – MANAGEMENT RIGHTS

1. The Board of Supervisors and the Board of Trustees, separately and collectively, hereby retain the sole right to manage the College, its business and services, including but not limited to the right to decide the number and locations of businesses, services, and teaching operations, the business, service and teaching operations to be conducted and rendered, including the methods used therein, the rights to control the buildings, real estates, materials, parts, tools, aides, machinery and all equipment which may be used in the operation of its business or in supplying services, the right to determine whether and to what extent the work required in operating the business and supplying the services shall be performed by employees covered by this agreement; the right to maintain order and efficiency in all its departments and operations, including the sole right to discipline,

suspend, and discharge employees, to hire, layoff, assign, transfer, promote and determine the qualifications of employees; to determine the starting and quitting time and the number of hours to be worked; subject only to such regulations governing the exercise of these rights as are expressly provided in this agreement, or provided by law.

2. The exercise of these rights, powers, authority, duties and responsibilities and the adoption of such rules, regulations, and policies as they deem necessary in the management, direction and administration of all operations and activities of the College shall be limited only by the specific and express terms of this Agreement.

3. The above rights of the Board of Supervisors and the Board of Trustees are not all inclusive but indicate the types of matters or rights which belong to and are inherent to the Board of Supervisors and the Board of Trustees. Any and all rights, powers and authorities held prior to entering this Agreement are retained by the Board of Supervisors and the Board of Trustees, except as expressly and specifically abridged, delegated, granted, or modified by this Agreement.

ARTICLE 4 – DUES CHECK-OFF

The Employers agree to deduct from the salaries of each employee covered by this Agreement an amount of money in payment of the uniform dues of the Union for any member of the Union who has signed an authorized dues deduction form as provided by the Union and distributed to the Adjunct Faculty by the College.

Such authorization may be revoked by writing to the Chief Human Resources Officer at any time. The dues payments will be made by payroll deductions in equal installments over the pay periods paid per semester.

The Union must inform the Chief Human Resources Officer of the amount of dues to be deducted at least twenty-one (21} days prior to the commencement of the fall semester.
The Employers further agree to transmit said deductions to the Union each effective pay period.
The Union hereby agrees to hold the Employer harmless for any and all liability or damages it may sustain as a result of making the payroll deductions provided for in this Article.

ARTICLE 5 – UNION RIGHTS

1. Use of the facilities:

    a. The Union shall have the right to use the College duplicating services, computer services, and inter-College mail system on a reasonable basis for Union business. It is mutually understood that the Union will reimburse the College for related duplicating costs.

b. The Union will be granted appropriate space needed to post items on the College's intranet site and/or Employee Portal for unit members to view.

c. The College agrees to provide meeting space for Union meetings in accordance with College policies.

2. Union / Administration Relations:

   The College will provide the Union an agenda for all regular meetings of the Board of Trustees, as well as the Board meeting minutes from such meetings. The agendas will be provided to the Union President prior to the meetings. Availability of the Board Meeting agenda and minutes on the College's intranet site and/or Employee Portal will satisfy the College's obligation to this Article.

3. Access to Agreement:

   The College agrees to make a copy of this Agreement available to all unit members.

4. Bulletin Board:

   The union may have a bulletin board in the Human Resources area. The board shall be identified with the name of the Union, and there shall be no defamatory or profane matter posted. The Union may post its materials on such board and shall be responsible for all material placed on the board.

5. Membership:

   Within thirty (30) days of the start of each semester, the College shall provide the Union with a list of all first-time adjuncts employed for that semester. Only to the extent required by law, within thirty (30) days of providing the above notice, the College shall allow a duly appointed representative of the Union to meet with such new employee for up to thirty (30) minutes. The Union representative will notify Human Resources when the meeting will be scheduled. The Union representative will be paid the Professional Development Rate for thirty (30) minutes (i.e., one half of the Professional Development Rate that would be paid for one full clock hour).

ARTICLE 6 – NON-DISCRIMINATION

Neither the College nor the Union shall discriminate against or in favor of any employee on account of race, religion, creed, national origin, political belief, sex, sexual orientation, marital status, disability, age, membership in, or non-membership in, the Union or activity on behalf of the Union.

In addition, the College will make available the Board of Trustees policies with respect to non-discrimination to any unit member requesting them.

ARTICLE 7 – DISCHARGE WITHIN ACADEMIC SEMESTER OF SESSION

No member of the bargaining unit who has taught for the College for an aggregate total of six (6) semesters / sessions shall be discharged within the Academic semester or session without just cause, subject to the following due process procedures:

Step 1:
The College shall provide the bargaining unit member and the Union with a written statement of the charge(s) against them including the alleged facts upon which the proposed termination is based.

Step 2:
The bargaining unit member shall have the right to submit a written response to the alleged charges to the Provost or their designee within five (5) workdays. The Provost or their designee shall issue a written response to the bargaining unit member and the Union within (5) workdays following the submission of the bargaining unit member's response to the charge(s).

Step 3:
If the Provost upholds the termination decision, the bargaining unit member shall have the right to submit a written appeal to the College President, within five (5) workdays of receipt of the Step 2 written response. The appeal hearing shall be held within five (5) workdays of the receipt of the appeal.

The decision of the College President shall be final and binding.

Note: All written and verbal communications concerning the discharge of a bargaining unit member shall remain strictly confidential between those individuals directly involved in any aspect of the due process procedure, to the extent provided by law. Nothing herein shall apply to the non-reappointment of any member for future academic semesters or sessions.

ARTICLE 8 – EMPLOYEE RIGHTS

When the College meets with a member of the bargaining unit on a one-to-one basis to discuss their work performance in the program in which they teach, the individual employee shall have the right of Union representation upon their request.

ARTICLE 9 – GRIEVANCE PROCEDURE

1. Declaration of Purpose:

   The College and the Union agree that they will use their best efforts to encourage the informal and prompt settlement of grievances. This procedure is established so that such grievances may be resolved promptly.

2. Definitions:

   a. Grievance: a controversy, complaint, and/or a dispute between a bargaining unit member, a group of bargaining unit members and/or the Union, and the College arising out of, or relating to, a specific term or provision of this Agreement, or to the interpretation, application, breach, or enforcement thereof, and/or a violation of law, rules, practices or policies of the dual employer: the College and the County. Discharge of a bargaining unit member during the academic semester or session is expressly excluded from the grievance procedure provided in this Article. Article 8 is the sole contractual due process procedure for the discharge of bargaining unit members.

   b. Days: shall mean working days.

3. Step 1:

   Within twenty (20) days from either the date of the occurrence or the date when the adjunct faculty member(s) and/or the Union knew or should have known of the act or omission that is the subject of the complaint, an aggrieved unit member and/or their Union representative and the appropriate College Officer shall meet, informally, to discuss and resolve a grievance. No determination shall be made by the College Officer at the Step 1 meeting which may diminish, amend, or otherwise modify the provisions of this Agreement. The College Officer shall give their answer to the unit member and the Union representative within five (5) days of the initial meeting.

4. Step 2:

   If the grievance is not satisfactorily resolved at Step 1, it shall be reduced to writing on a grievance form setting forth the basis of the complaint, including the name of the Grievant{s), the date and details of the event, and the remedy requested. Such form shall be signed by both the Grievant{s) and the Union President or their designee.
   In any event, the written grievance shall be filed with the College President within thirty {30} days from either the date of the occurrence or the date when the adjunct faculty member(s) and/or the Union knew or should have known of the act or omission that is the subject of the grievance.

   The College President shall meet with the Grievant(s) and their Union Representative and all other Parties in interest within ten (10) workdays. Within ten (10) workdays of the meeting, the President will render a written decision to the dispute to the Grievant(s) and the Union. The President's decision shall be final and binding upon the bargaining unit member and the Union.

   The time limits may be extended by mutual agreement.

ARTICLE 10 – COMPENSATION

1. Definitions:

   As used in this article, "semester" or "academic session" shall mean the Fall Semester or Spring Semester and shall not include January or summer instructional sessions.

2. Pay Periods and Direct Deposits:

   The salary of each adjunct faculty shall be paid in equal installments on a bi-weekly basis. For returning adjunct faculty, payments will commence with the first full pay period in each semester/ academic session. For new adjunct faculty, payments will commence with the first full pay period in each semester, provided that all necessary payroll documents have been filed with the College by five (5) business days prior to the first day of classes. The Parties understand that the "first full pay period" as it applies to adjunct faculty shall be the first two (2) work weeks whose last day coincides with a pay date. In any case, adjunct faculty shall receive their first paycheck no later than the end of the third full week of work. Paychecks shall be made by direct deposit in the bank account so designated by the bargaining unit member. Any payroll deductions shall be made in uniform increments.

3. Longevity Levels:

   There are two levels in pay in recognition of longevity as an adjunct faculty member:

   Level I: Ten (10) or less aggregate semesters of teaching at the College; and
   Level II: Eleven (11) or more aggregate semesters of teaching at the College.

4. Credit Contact Hour Rate:

   Compensation for all courses taught shall be paid in accordance with the following rates per contact hour:

ACADEMIC YEAR

Contact Hour Rate

	2025-2026	**2026-2027**	**2027-2028**	**2028 - 2029**
Level 1	$1,122	$1,158	$1,193	$1,229
Level 2	$1,152	$1,189	$1,225	$1,262

5. Individual Music Instruction/Student Rate:

   All individual music instruction shall be compensated at the following rate per student per semester/session:

INDIVIDUAL MUSIC INSTRUCTION/STUDENT

	2025-2026	2026-2027	2027-2028	2028-2029
Level 1	$500	$516	$531	$547
Level 2	$510	$527	$543	$559

The applied instructor will give twelve (12) forty-five (45) minute lessons to the assigned student(s). The applied instructor will also design and implement recitals and/or master classes as required for the applied course. The applied instructor will also be required to participate in a department-wide jury day as an adjudicator for any and all student(s) assigned to the instructor.

All returning adjunct faculty members for the 2026-2027 academic year shall receive retroactive pay for all time worked in the 2025-2026 academic year.

6. Course Section Cancellation Stipend:

   If, within four (4) working days prior to the first day of the class, an adjunct faculty member's assigned course section is canceled or reassigned by the College, and no replacement of the same course is offered to the adjunct faculty member, the College will pay the adjunct faculty member a one-time stipend of $300 for each canceled assigned course section.

7. Professional Development Rate:
   $34 / Clock Hour (See Article 11 - Professional Faculty Development)

8. Mandatory Training Rate:
   $34 / Clock Hour (See Article 18 - General Working Conditions)

9. Substitution Rate of Pay:
   $34 / Clock Hour

ARTICLE 11 – PROFESSIONAL FACULTY DEVELOPMENT

1. Professional Development Fund:

   There shall be a professional development fund in the amount of $5,000 for each year of this agreement. This fund may also be used for tuition reimbursement of up to 75% for approved credit bearing courses in accordance with the procedures established by the Adjunct Faculty Development Committee and Provost.

2. Professional Development Rate:

Adjunct faculty members are eligible to engage in, and be compensated for, up to five (5) hours at the professional development rate of $34 per clock hour each academic year for faculty development experiences approved by the Provost, Vice President of Academic and Student Affairs. The adjunct faculty member will receive payment for the faculty development hours earned within each term during the last pay period of the fall and spring semesters.

ARTICLE 12 – JURY DUTY / COURT APPEARANCE

Subject to applicable law, an adjunct faculty member selected for Jury Duty or subpoenaed for a court proceeding to which they is not a party shall receive paid leave while attendance is required by the court during the time the adjunct was scheduled to teach. Bargaining unit members on such leave shall remit to the College all remuneration received for jury duty, with the exception of money paid for the reimbursement of travel and parking. Adjunct faculty members requesting paid leave for such court appearances must notify their Department Chairperson and the Provost immediately upon receipt of said subpoena(s).

If an adjunct faculty member is selected for Jury Duty or subpoenaed before the beginning of the academic semester/ session, such member shall inform the Human Resources Officer concerning their potential unavailability to fulfill their teaching contract. The adjunct faculty member will cooperate with the College in a request for deferral of jury duty whenever, in the College's judgment, such a request is necessary.

ARTICLE 13 – BENEFITS

1. Tax Deferred Annuity Program:

   Adjunct faculty shall have the right to participate in the approved tax deferred savings program maintained by the College. The adjunct faculty member may request the payroll deduction of any voluntary employee contribution.

2. Retirement Program Enrollment Option:

   To the extent permissible by law and SUNY regulations, bargaining unit members will be permitted to enroll in the New York State Teachers' Retirement System or Optional Retirement Program. The adjunct faculty member may request payroll deduction of any required employee contribution.

3. Tuition Waiver:

   After completion of four (4) semesters teaching at the College, and immediately following a semester of teaching, or during a semester of teaching, the adjunct faculty member or

spouse or qualified dependent, may be permitted to register for one course or a maximum of three (3) credit hours on any College site, tuition free, provided space exists, upon approval of the Chief Human Resources Officer or their designee. In the case of a full-time student, a credit equivalent to three (3) credit hours shall be deducted from their tuition. A qualified dependent is defined as an employee's unmarried natural born or adopted child or stepchild under the age of 26 residing at home.

To qualify for a tuition waiver, eligible employees and dependents up to age 26 must file applicable federal and state financial aid applications for each year of enrollment, unless they have previously attained a bachelor's or higher-level degree. External state and federal financial assistance will be applied to reduce the total tuition bill before the tuition waiver is applied. In the case of FLCC scholarships or grants, the Tuition Waiver is applied first, before any other FLCC scholarships or grants.

4. Liability Insurance:

   Members of the bargaining unit shall be covered by the College's liability insurance plan in the same amount as full-time faculty.

ARTICLE 14 – UNION REPRESENTATION ON COLLEGE COMMITTEES

Members of the adjunct faculty shall not be excluded from serving on college committees. Membership must be approved by the committee chair.

ARTICLE 15 – SAVINGS CLAUSE

Should any of the provisions of this Agreement, or the application thereof, be held invalid by a court of valid jurisdiction and/or an act of law, it shall not affect the validity of the remainder of this Agreement, or the application thereof, which shall remain in full force and effect according to its terms in the same manner and with the effect as if such invalid portion had not originally been included herein.

ARTICLE 16 – ADJUNCT FACULTY COURSE ASSIGNMENTS

1. The College shall make a reasonable effort to notify returning adjunct faculty of their provisional course assignments for each succeeding semester/ academic session prior to the start of classes by maintaining accurate and up-to-date teaching assignments in the College's faculty web interface with the enterprise resource information system, MyFLCC. Appointment(s) will be made after the close of regular registration and will be dependent upon sufficient course enrollment(s). Adjunct faculty will be notified of their teaching appointment(s) via the 'Teaching Assignment Notification' (TAN).

2. After the College has assigned an instructional load as stated in their TAN for that academic session, the adjunct faculty member may not be displaced from that teaching assignment except for insufficient enrollment or to ensure that a full-time faculty member makes their base load.

3. The College will make a reasonable effort to notify new adjunct faculty of their provisional course assignments prior to the commencement of the start of classes for their first semester of employment with the College via a Provisional Adjunct Faculty Contract. When the new adjunct faculty member is assigned a course{s) in a succeeding semester the College will offer the adjunct faculty member an Adjunct Faculty Contract and will notify the adjunct faculty member of assignments for each succeeding semester/academic session prior to the start of classes by maintaining accurate and up-to-date teaching assignments in the College's faculty web interface with the enterprise resource information system, MyFLCC. Appointment(s) will be made after the close of regular registration and will be dependent upon sufficient course enrollment(s). Adjunct faculty will be notified of their teaching appointment(s) via the 'Teaching Assignment Notification' (TAN).

ARTICLE 17 – FULL-TIME VACANCIES

The College will notify the Union President in writing, when a full-time academic vacancy occurs, or a new full-time academic position is created. Notice of vacancies will also be posted prominently on the College's website.

When a full-time vacancy occurs in the department in which the unit member is currently assigned, the unit member, if qualified in accordance with the advertised requirements of the position shall be given a job interview if that person applies for the position.

ARTICLE 18 – GENERAL WORKING CONDITIONS

1. All members of the bargaining unit will be provided access to a telephone and a computer.

2. Working conditions of adjunct faculty not specified in this Agreement are governed by the Faculty Handbook. The College agrees to notify the Union and discuss any pending changes to the Faculty Handbook.

3. All members of the bargaining unit shall have the use of College duplicating services, computer services, and other equipment and services for all academic/ College related duties, activities and projects at no cost.

4. The College shall make a reasonable effort to provide proper and professionally- equipped educational facilities to meet the instructional needs of the adjunct faculty at all of its sites.

5. All Adjunct Faculty shall have access to a classroom safe working environment workshop at the beginning of each semester.

6. Mandatory training required by the College to teach a course at FLCC will be paid at the rate of $34/hour for the established hours required to complete the training.

ARTICLE 19 – INFORMATION FOR ADJUNCT FACULTY

1. The College will hold at least one (1) orientation session at the commencement of each academic semester for adjunct faculty members scheduled to teach a course. Adjunct faculty shall attend at least one session each year. The first session of each academic year is mandatory for all new Adjunct Faculty hires.

2. Adjunct faculty shall be provided with a copy of this Agreement at the time they are first employed.

ARTICLE 20 – INSTRUCTIONAL EVALUATIONS AND JOINT COMMITTEE ON ADJUNCT FACULTY PROMOTION

A. Instructional Evaluations:

    1. Adjunct faculty will be evaluated in accordance with the instructional evaluation process set forth in Schedule A, FLCC Adjunct Faculty Instructional Evaluation Guidelines.

    2. Adjunct faculty will be evaluated each year during the first three (3) years of employment and once every three (3) years thereafter.

    3. Instructional evaluations may be conducted by the appropriate evaluator, which may include the Department Chairperson, the Program or Discipline Coordinator, or their designee.

    4. The date and time of evaluation will be mutually agreed upon by the adjunct faculty member and the evaluator.

    5. Instructional evaluations may occur in any instructional delivery modality offered by the College, including, but not limited to, Face-to-Face, Asynchronous Online, Synchronous Online, Combined Online, Hybrid, HyFlex, and Live Dual Delivery.

    6. The results of instructional evaluations will be shared with the adjunct faculty member and will be placed in the adjunct faculty member's personnel file in accordance with the provisions of this Agreement.

    7. Adjunct Faculty evaluations shall be conducted using the following evaluation instruments attached hereto as Appendix A:

a. Adjunct Faculty Pre-Instructional Evaluation Form
b. Adjunct Faculty Instructional Evaluation Form

8. Instructional Evaluations shall commence in the subsequent semester after agreement is reached and has been approved by the FLCC Teaching Faculty Alliance and the FLCC Board of Trustees, or on a mutually agreed-upon start date.

B. Formation of Joint Committee on Adjunct Faculty Promotion:

A joint committee will be established with members appointed by the College and the Union with the charge of making formal recommendations to the parties on the criteria and process for adjunct faculty promotions and creation of the ranks of Adjunct Instructor, Assistant Adjunct Professor, Associate Adjunct Professor, and Adjunct Professor. The Parties agree to commence meetings of the joint committee within six (6) months of ratification of this contract. The Parties agree to commence negotiations for the final promotion criteria and process within three (3) weeks of receipt of the committee's recommendations.

It is the goal of the parties to reach agreement and implement adjunct faculty promotions during the term of this contract.

ARTICLE 21 – INSTRUCTIONAL SUBSTITUTIONS

1. An Adjunct Faculty member may arrange to substitute for another instructor with prior approval from the Department Chairperson or their designee.

2. Authorization for a substitute must be submitted in accordance with College procedures.

3. Compensation for instructional substitutions shall be governed by Article 10, Section 9.

ARTICLE 22 – STUDENT PROGRESS REPORTING AND GRADING DEADLINES

A. **Gradebook:** Adjunct faculty must utilize and regularly update the gradebook function in the College's Learning Management System to provide students with an accurate and ongoing record of their academic performance.

B. **Midterm Grades:** For courses in a 12-week or longer part of term, adjunct faculty must post midterm grades by the Friday following the midpoint of the course.

C. **Final Grades:** Effective Stember 1, 2026, final grades shall be submitted to the Registrar by noon on the fourth calendar day after the last day of the term. If the fourth day falls on a day the College is closed, grades will be due by noon the next day the College is open. This four-day period excludes holidays in the counting of days after the end of the term.

Effective September 1, 2026, provided grades are submitted by the deadline, the College shall make every effort to deregister students who did not satisfy the course prerequisite by the first day of the following term, and in no case shall do so later than the end of the first week of the following term.

ARTICLE 23 – PERSONNEL FILES

1. Only one (1) official personnel file shall be maintained for each adjunct faculty member by the College in the Human Resources Department, which shall be the only file utilized by the College in the event of a disciplinary proceeding.

2. Adjunct faculty shall have the right, upon request, to review the contents of their personnel file, with a union representative. If requested, the College shall furnish a copy of such personnel file to the adjunct faculty member at no cost. Pre-employment information is not available to be reviewed or copied.

ARTICLE 24 – ONLINE COURSE OFFERINGS

Online Course Development

A. For purposes of this agreement, an online course shall be defined as the offering of any credit course in a completely asynchronous format through the College's learning management system in which the instructor is physically separated in time or space from some or all of their students. The Parties to this agreement recognize and acknowledge that the responsibility and authority for establishing the criteria for and the process by which online learning courses are planned, developed, scheduled, conducted, and revised as well as additional professional development rests solely with the Provost, who may delegate such tasks as is appropriate.

   1. No unit member shall be required to teach an online course.

   2. Adjunct faculty who teach an online course will be permitted to teach said course at least twice before another faculty member (full-time or adjunct) is selected to teach the same course, providing the adjunct faculty member desires to teach the course and is available to do so. In the case where two or more adjunct faculty have developed the same course, the decision on who will teach in subsequent semesters will be made by the Provost or designee.

   3. During the semester in which an online learning course is developed, adjunct faculty will be compensated in the form of a stipend at the appropriate adjunct faculty rate. Stipends for course development will be paid over the pay periods during the semester in which the course is developed.

a. Compensation for the development of online courses will be equal to the number of contact hours of the course being developed.

b. Such compensation shall apply only when the adjunct faculty member is developing a completely asynchronous course for the first time or when the adjunct faculty member is substantially revising an online course which has already been presented in a completely asynchronous format. The determination as to whether an existing online course is in need of substantial revision shall be made by the Provost in consultation with the Assistant Vice President of Academic Technology and High Impact Practices, appropriate department chair, and appropriate adjunct faculty member. The determination shall be made prior to the assignment of the course to that adjunct faculty member.

c. Final assignment of online courses is made at the discretion of the Provost, in consultation with the appropriate department chairs.

4. If an online course is cancelled the first time it is offered, the adjunct faculty member who has been paid for the course development will commit to offering the course for each of the next three semesters or until the course has enough students to run, whichever comes first.

5. In subsequent semesters, the Provost will confer with the course instructor and the appropriate department chair to establish the maximum number of students who will be admitted to each online course.

6. Enrollments in online courses shall not exceed the usual and customary numbers of students enrolled in similar courses taught in a traditional classroom setting on the College campus.

7. The adjunct faculty member who develops the online course will retain the copyrights to the outline, assignments, discussion questions, lecture notes, and other course materials, which items shall become the intellectual property of the adjunct faculty member. In recognition of the financial assistance provided by the College for the development of the online course, the College shall have a royalty-free, unrestricted license, in perpetuity, which shall entitle the College to use, edit, and update said materials at no cost to the College. The College, however, may not sell said materials to a third party without the written consent of the adjunct faculty member. The adjunct faculty member shall hold the college and the county harmless for any claims of infringement by the adjunct faculty member in the development of the course, and the College and county shall make a good faith effort to assist the adjunct faculty member, as owner of the copyright to the course, in protecting that copyright against infringement by others.

8. The College agrees to provide adjunct faculty with the following support in the development and presentation of online learning courses:

a. The College will provide appropriate hardware and software to the adjunct faculty member during the development and presentation of online courses as needed by the individual.

b. The College will ensure that opportunities for appropriate training are available for adjunct faculty members which are necessary for online course delivery.

B. This agreement shall apply to online courses only and shall not be construed as setting a precedent for any other area of the academic program.

ARTICLE 25 – INTERACTIVE VIDEO COURSES

A. For the purposes of this agreement, an Interactive Video Course shall be defined as a course which is taught by an individual adjunct faculty member from an FLCC location to one or more instructional space(s) via videoconference. The Parties to this agreement recognize and acknowledge that the responsibility and authority for establishing the criteria for and process by which courses are selected to be offered via Interactive Video rests solely with the Provost, who may delegate such tasks as is appropriate.

1. No adjunct faculty member shall be required to teach an Interactive Video Course.

2. The College agrees to provide adjunct faculty with the following support for Interactive Video Course offerings:

   a. The College will provide appropriate hardware and software to the adjunct faculty member during the delivery of the Interactive Video Course.

   b. The College will provide appropriate support to the adjunct faculty member, which may include technical and/or instructional support, during the meeting time of the Interactive Video course.

   c. The college will ensure that opportunities for appropriate training are available.

3. Final assignment for delivering an Interactive Video Course is made at the discretion of the Provost or their designee, in consultation with the appropriate Department Chair in keeping with the provisions of this agreement.

4. Enrollments in Interactive Video courses shall not exceed the usual and customary numbers of students enrolled in similar courses taught in a traditional classroom setting on the College campus

5. This agreement shall apply to Interactive Video Course activities only and shall not be construed as setting a precedent for any other area of the academic program.

ARTICLE 26 – HYFLEX COURSE OFFERINGS

A. For the purposes of this agreement, a Hybrid-Flexible or HyFlex course shall be defined as a course which is taught live in a HyFlex classroom, synchronously delivered to the internet, and also recorded for future use by students enrolled in the course, in accordance with applicable College policies. The College shall not use the recording of the HyFlex course without the written consent of the faculty member teaching the course. The Parties to this agreement recognize and acknowledge that the responsibility and authority for establishing the criteria for and process by which courses are selected to be offered as a HyFlex course rests solely with Provost, who may delegate such tasks as is appropriate.

1. The College agrees to provide adjunct faculty with the following support in the development and presentation of HyFlex Course offerings:

    a. The College will provide appropriate hardware and software to the adjunct faculty member during the development and presentation of the HyFlex Course.

    b. The College will provide appropriate support, which may include technical and/or instructional support, to the adjunct faculty member during the development and delivery of the HyFlex course.

    c. The college will ensure that opportunities for appropriate training are available.

2. During the semester in which the adjunct faculty completes their training in HyFlex course delivery, they will be compensated at the rate equal to one contact hour. The HyFlex training stipend will be paid over the pay periods during the semester or session in which the training is completed.

3. During the semester in which an adjunct faculty member is teaching a course in the HyFlex modality for the first time, the adjunct faculty member will be compensated for one additional contact hour.

4. Enrollments in HyFlex courses shall not exceed the usual and customary numbers of students enrolled in similar courses taught in a traditional classroom setting on the College campus.

B. This agreement shall apply to HyFlex Course activities only and shall not be construed as setting a precedent for any other area of the academic program.

ARTICLE 27 – LABOR RELATIONS COMMITTEE

A joint committee of College administration and FLCC-GRADE leadership will meet regularly to discuss issues such as, but not limited to: professional development, the assignment of desks and office space to adjunct faculty, mentors for new adjunct faculty, online/directory listing of adjunct faculty, and communications with adjunct faculty.

ARTICLE 28 – PAST PRACTICES

Adjunct faculty benefits that have been established by past practice, specifically wages, hours, and conditions of employment, which are not in conflict with this Agreement, and which are not specifically provided for in this Agreement, shall remain in effect until changed by written policy statement from the College President. Whenever such a policy statement is under active consideration by the President, the Employers shall meet and confer with the Union prior to the finalization of the policy. If the President decides to issue such policy statement, they shall state their reasons for any major policy change, and shall provide ten (10) days written notice to the Union in advance of the effective date of any such policy change.

ARTICLE 29 – DURATION OF AGREEMENT

This Agreement shall take effect on September 1, 2025, and shall remain in full force and effect until August 31, 2029.

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMNTATION BY AMENDMENT OF LAW OR PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISTLATIVE BODY HAS GIVEN APPROVAL.

Dated: 9/16/2026

Richard Russell, Chairperson of the Board of Trustees
Finger Lakes Community College

Dated: 09/03/26

Dr. Robert K. Nye, President
Finger Lakes Community College

Dated: 9/17/26

William C. Wellman, Chairman
Ontario County Board of Supervisors

Dated: 9/17/2026

Christopher P. Debolt
Ontario County Administrator

Dated: 9/3/2026

Robert L. Leopard, President
Finger Lakes Community College GRADE

STATE OF NEW YORK)
COUNTY OF ONTARIO) SS:

On the 16th day of September, 2026, before me came Richard Russell, to me known, who being duly sworn, did depose and say that he is the Chairperson of the Board of Trustees of Finger Lakes Community College, the educational institution described in and which executed the foregoing instrument; that he knows the seal of said institution; that the seal affixed by order of the Board of Trustees of said institution, and that he signed her name thereto by like order.

Penny M. Hamilton

Notary Public

Penny M. Hamilton
Notary Public, State of New York
Registration No. 01HA6392358
Qualified in Yates County
Commission Expires October 16, 2027

STATE OF NEW YORK)
COUNTY OF ONTARIO) SS.:

On the 3 day of September, 2026 before me came Robert K. Nye, to me known, who being duly sworn, did depose and say that he is the President of Finger Lakes Community College, the educational institution described in and which executed the foregoing instrument; that he knows the seal of said institution; that the seal affixed by order of the Board of Trustees of said institution, and that he signed his name thereto by said order.

Penny M. Hamilton

Notary Public

Penny M. Hamilton
Notary Public, State of New York
Registration No. 01HA6392358
Qualified in Yates County
Commission Expires October 16, 2027

STATE OF NEW YORK)
COUNTY OF ONTARIO) SS:

On the 17th day of September, 2026, before me came William C. Wellman, to me known, who being duly sworn, did depose and say that he resides in the Town of Phelps, County of Ontario, New York; that he is the Chairman of the Board of Supervisors of the County of Ontario, the municipal corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed by order of the Board of Supervisors of said corporation, and that he signed his name thereto by like order.

Kristin A. Voss

Notary Public

KRISTIN A. VOSS
Notary Public - State of New York
No. 01VO6246489
Qualified in Ontario County
My Commission Expires 08-08-27

STATE OF NEW YORK)
COUNTY OF ONTARIO) SS.:

On the 17th day of September, 2026 before me came Christopher P. DeBolt, to me known, who being duly sworn, did depose and say that he resides in the Town of Canandaigua, County of Ontario, New York; that he is the County Administrator of Ontario County, the municipal corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed by order of the Board of Supervisors of said corporation, and that he signed his name thereto by said order.

Cynthia R Abraszek
Notary Public

CYNTHIA R. ABRASZEK
Notary Public, State of New York
Ontario County Reg. 01#AB6346115
Commission Expires 08/08/2028

STATE OF NEW YORK)
COUNTY OF ONTARIO) SS:

On the 3 day of September, 2026, before me came Robert L. Leopard, President of the Finger Lakes Community College GRADE, to me known and known to me to be the individual described in and who executed, the foregoing instrument, and they acknowledged to me that they executed the same.

Penny M. Hamilton
Notary Public

Penny M. Hamilton
Notary Public, State of New York
Registration No. 01HA6392358
Qualified in Yates County
Commission Expires October 16, 2027

SCHEDULE A

Finger Lakes Community College
3325 Marvin Sands Drive
Canandaigua, NY 14424-8395

p: 585.394.FLCC
f: 585.394.5005

FLCC Adjunct Faculty Instructional Evaluation Guidelines

Purpose

The Adjunct Faculty Instructional Evaluation process at Finger Lakes Community College (FLCC) is designed to provide constructive, evidence-based feedback on observable teaching practices that support student learning, foster inclusion, and promote continuous professional growth. Evaluations focus on instructional behaviors rather than personal teaching style, ensuring a fair, consistent, and actionable process.

Observable practices are informed by nationally recognized frameworks for effective teaching, including the Association of College and University Educators (ACUE) Effective Teaching Practices and, for online and hybrid modalities, relevant SUNY OSCQR standards related to instructional presence, interaction, and engagement during course delivery.

Instructional evaluations are focused exclusively on teaching practices demonstrated during course delivery. These evaluations do not assess course design elements, such as course structure, syllabus design, or LMS course build, unless such elements are directly enacted by the instructor during the observed instructional experience.

Scope and Frequency

- New adjunct faculty are evaluated during their first semester of teaching at FLCC.
- Thereafter, adjunct faculty are evaluated annually for the first three years and at least once every three years following that period.
- Additional or off-cycle evaluations may be conducted at the request of the adjunct faculty member or when warranted by College, faculty, or student concerns.

Evaluator

The evaluator may be the Department Chairperson, Program/Discipline Coordinator, or their designee. The evaluator is responsible for all stages of the evaluation process,

including pre-evaluation communication, instructional observation, and the post-evaluation conference.

A copy of each completed evaluation is provided to the adjunct faculty member and placed in the adjunct faculty member's personnel file.

Process Overview

1. Pre-Evaluation Notification

The evaluator sends a Pre-Evaluation Letter via email identifying the course, date, time, and modality of the scheduled observation. The letter includes the Pre-Instructional Evaluation Form and the Instructional Evaluation Form for advance review.

2. Pre-Instructional Reflection

The adjunct faculty member completes and returns the Pre-Instructional Evaluation Form by the indicated date. This reflection provides context regarding the learning objectives, instructional strategies, and student engagement approaches planned for the observed session.

3. Instructional Observation

The evaluator observes a representative class session in any official instructional modality and documents observable instructional practices using the Instructional Evaluation Form.

Observations are aligned to three domains:

- Preparation and Organization
- Delivery of Instruction
- Interaction and Learning Environment

Criteria reflect practices that can be directly observed or evidenced during the instructional session or within the learning environment, ensuring that feedback is grounded in demonstrable teaching behaviors.

4. Post-Instructional Evaluation Conference

Within approximately two weeks, schedules permitting, the evaluator meets with the adjunct faculty member, either in person or via Webex, to review the evaluation, acknowledge strengths, and discuss opportunities for continued professional growth.

Confidentiality and Recordkeeping

Evaluation materials are confidential institutional records maintained in accordance with the College's records retention policies and applicable collective bargaining agreements. Copies are provided to the adjunct faculty member and retained in the personnel file.

Finger Lakes Community College
3325 Marvin Sands Drive
Canandaigua, NY 14424-8395

p: 585.394.FLCC
f: 585.394.5005

FLCC Adjunct Faculty Pre-Instructional Evaluation Form

To be completed and submitted electronically prior to the scheduled instructional evaluation.

Instructor Name: _____

Course Title, Section Number, and Modality: _____

Semester: _____

Evaluator Name: _____

Date of Scheduled Evaluation: _____

1. Briefly describe the learning goal(s) or outcome(s) for the class session that will be observed.

(What should students know, be able to do, practice, or reflect upon by the end of the session?)

_____

_____

2. What instructional strategies or learning activities do you plan to use during this session?

(E.g., mini-lecture, guided discussion, problem-solving, case study, demonstration, collaborative activity, polling, multimedia, applied learning)

_____

_____

3. How do you intentionally foster an inclusive and supportive learning environment during this session?

(Consider how you create a respectful climate, encourage participation, use inclusive language or examples, and support equitable engagement.)

---

4. How will you check for student understanding during this session?

(Please describe any methods you will use to assess understanding during the class session, such as questioning, discussion, polls, practice, reflection, or other formative strategies.)

---

5. Are there areas outside of Brightspace where instructional content, communication, or interaction with students occurs?

(If yes, please describe the platform or method used, indicate any special permissions required, and explain how access can be provided for evaluation purposes.)

---

6. Is there anything specific you would like feedback on?

(This could include instructional strategies you are trying, areas in which you would value affirmation, or aspects of your teaching on which you would appreciate constructive feedback.)

---

7. Is there anything you would like the evaluator to know about this group of students or this particular class session?

(Please share any relevant context, dynamics, or considerations that may be helpful for the evaluation.)

FLCC Adjunct Faculty Instructional Evaluation Form

To be completed by the evaluator during and following the instructional evaluation.

Instructor Name: _____
Course Title, Section Number, and Modality: _____
Evaluation Date: _____
Time: _____
Evaluator Name: _____
Location/Platform: _____

Section 1: Inclusive and Effective Instructional Practices

Use the following scale for each criterion:
E = Exemplary | S = Satisfactory | NI = Needs Improvement | NO = Not Observed

This evaluation assesses observable instructional practices demonstrated during course delivery. It does not evaluate course design or course development.

A. Preparation and Organization

Criterion	E	S	NI	NO	Comments / Evidence
Demonstrates preparation and organization for the session	☐	☐	☐	☐	

Criterion	E	S	NI	NO	Comments / Evidence
Clearly communicates the session's learning objective(s) or purpose	☐	☐	☐	☐	
Clearly communicates how the session's activities connect to the stated learning objective(s)	☐	☐	☐	☐	
Organizes the session with a clear opening, development of key ideas or activities, and an appropriate closing, summary, or transition	☐	☐	☐	☐	
Uses class/session time effectively and at an appropriate pace for student learning	☐	☐	☐	☐	
Uses relevant instructional materials, media, and/or technology appropriately to support learning	☐	☐	☐	☐	

B. Delivery of Instruction

Criterion	E	S	NI	NO	Comments / Evidence
Communicates clearly and effectively through verbal, written, and/or digital means, as appropriate to the modality	☐	☐	☐	☐	
Demonstrates subject matter expertise through accurate content, relevant examples, and appropriate explanations	☐	☐	☐	☐	
Presents content in a logical, structured, and accessible manner	☐	☐	☐	☐	
Uses instructional strategies or learning activities that actively engage students in the lesson	☐	☐	☐	☐	
Uses examples, demonstrations, visuals, or other supports that enhance understanding of the content	☐	☐	☐	☐	
Uses formative strategies to check for student understanding during the session	☐	☐	☐	☐	
Adjusts explanations, pacing, or instructional approach in response to evidence of student understanding or confusion, when appropriate	☐	☐	☐	☐	

C. Interaction and Learning Environment

Criterion	E	S	NI	NO	Comments / Evidence
Establishes a respectful and inclusive learning environment through interactions with students	☐	☐	☐	☐	
Encourages student participation through structured opportunities for engagement, discussion, or response	☐	☐	☐	☐	
Facilitates discussion or interaction in a manner that welcomes student ideas, questions, and diverse perspectives	☐	☐	☐	☐	
Responds to student questions, comments, or needs in a timely, constructive, and supportive manner	☐	☐	☐	☐	
Uses inclusive instructional practices that support equitable participation and affirm diverse student experiences	☐	☐	☐	☐	
Maintains a learning environment conducive to student engagement and attention	☐	☐	☐	☐	

Section 2: Modality-Specific Observations

Please describe observations relevant to instructional delivery within the modality. For online and hybrid courses, consider instructor presence, clarity of communication, facilitation of student interaction, and evidence of Regular and Substantive Interaction (RSI), consistent with SUNY expectations.

Section 3: Summary Feedback

Strengths Observed:
(Highlight specific instructional strategies, behaviors, or interactions that were particularly effective in supporting student learning, engagement, or inclusion.)

_____

_____

_____

Suggestions for Continued Growth:
(Offer constructive suggestions for refinement or exploration, grounded in observable evidence and evidence-based instructional practices.)

_____

_____

_____

Section 4: Overall Assessment

Overall Rating:

☐ **Exemplary** – Instructional practice demonstrates consistent excellence and strong alignment with FLCC's expectations for effective and inclusive teaching.

☐ **Satisfactory** – Instructional practice is effective and consistent with expectations for teaching and learning at FLCC.

☐ **Needs Improvement** – Some areas of instructional practice would benefit from refinement or support.

☐ **Not Observed** – One or more areas could not be evaluated based on the session observed.

Evaluator Signature: _____ **Date:** _____

Instructor Signature (to confirm receipt): _____ **Date:** _____

Signature confirms receipt, not necessarily agreement.

Glossary of Ratings

E = Exemplary: Instructional practice exceeds expectations, demonstrating consistent excellence and strong alignment with FLCC's standards for effective and inclusive teaching.

S = Satisfactory: Instructional practice meets expectations and supports student learning in an effective and inclusive manner.

NI = Needs Improvement: Instructional practice shows room for growth or refinement to better align with effective, inclusive, and evidence-based teaching practices.

NO = Not Observed: The criterion could not be evaluated based on the instructional session observed.