2021-2025

Agreement

Between the Board of Trustees of Community College District 535

Oakton Community College and the

Adjunct Faculty Association of Oakton Community College (OCC-AFA-IEA/NEA)

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Preamble

The Board of Trustees, Administration and the Adjunct Faculty of Oakton Community College District 535, having negotiated this contract through a process of interest-based bargaining, recognize that each party's interests are best served by working together collaboratively and dealing with each other on the basis of mutual respect and shared interests. In the event that differences arise from conflicting interpretations of the provisions of this Agreement, both parties will take a good faith approach in resolving differences.

The parties affirm the values articulated in the College's mission, vision, and values statement, which include responsibility through accountability, integrity through a commitment to trust, transparency, and honesty, and also acting to embrace diversity, advance equity, cultivate compassion, and foster collaboration. In the spirit of these values, we acknowledge that both parties are entrusted in part with the well-being of the College and our students and pledge to uphold the principles of shared governance outlined in <u>Board Procedure 2006</u>. The parties respect the need to have an on- going dialogue regarding matters affecting the College community that reflect the essential components of Shared Governance.

Article I Recognition

1.1 <u>Association Recognition</u>: The Oakton Community College Board of Trustees (hereinafter the "Board") recognizes the Adjunct Faculty Association/Illinois Education Association/National Education Association at Oakton Community College (hereinafter the "Association" or "AFA") as the sole bargaining agent for all part-time faculty who have been assigned a load of at least 6 LHEs in the current semester; or who have been assigned no fewer than 3 LHEs in the current semester and 6 LHEs in either of the two previous semesters, not including the summer.

For the purposes of bargaining unit eligibility, an adjunct faculty member's LHE load in the current or any previous semester consists of all LHE-based compensation, including but not limited to course instruction, tutoring, coaching, library, clinical instruction, applied music, or other LHE-based duties as described in this contract. All such duties are understood to be LHE based, even if compensated hourly, and will be converted to LHEs for the purpose of determining unit eligibility. Formulas for converting workload to LHEs are contained in Article 9 below.

Herein "adjunct faculty" will be used to refer to faculty members who meet the eligibility criteria in the first paragraph of section 1.1 above. Faculty who satisfy the definition of adjunct faculty shall be called members of the bargaining unit.

- 1.2 <u>Scope of Negotiations</u>: The scope of Negotiations shall be subject to the Illinois Educational Labor Relations Act and the rules and regulations of the Illinois Educational Labor Relations Board.
- 1.3 <u>Management Rights</u>: The Association recognizes that the Board is entrusted by law with the managerial responsibility of administering the affairs and operation of Oakton Community College

and of making and adopting Board policies relating to the operation of the College. Both the Board and Association affirm and accept the principle of good faith collective bargaining.

1.4 <u>No Strike</u>: The Association agrees that it will not, during the term of this Agreement, initiate, sanction, or encourage its members to engage in any strike or work stoppage on the part of its members.

1.5 Association Rights:

- A. The Adjunct Faculty Association will be furnished in a prompt and timely fashion with a schedule of regular meetings of the Board, a copy of meeting agendas and any notice of special meetings of the Board.
- B. The Association shall be provided with a room for its use which may be used as an office and shall have the right to use meeting rooms for Association business and to use inter-office mail and e-mail. In each part-time faculty office, the Association shall have one bulletin board provided by the Board for Association notices.
- C. The Association may have reasonable use of College duplicating equipment for appropriate Association purposes when such equipment is not required for other College business. The expense of duplicating supplies will be borne by the Association. No College equipment, e-mail, or supplies may be used by the Association for lobbying or political purposes.
- D. The Association will be notified and provided an opportunity to appoint representation to College-wide committees.
- E. When an adjunct has given their division office permission to share their home telephone number or other contact information, the Association will be given access to that information.
- F. A seniority list for each discipline and department shall be compiled and maintained by Human Resources and sent to each department chair or coordinator and to the Association. Seniority lists will be available in each academic division, in the Skokie Faculty Support Office, and in HR for inspection by any adjunct faculty member.
- G. Normally, a monthly meeting between Association Representatives and the Provost and Vice President for Academic Affairs and Chief Human Resources Officer will take place during the term of this Agreement to discuss ongoing issues not related to bargaining or contract grievances.

1.6 <u>Collection and Payment of Membership Dues:</u>

A. Following the fifth pay period of the Fall and Spring semesters (Payrolls 5 and 15), the Administration will provide the Association a list of all part-time faculty who have received teaching assignments. The Association will prepare a list of adjunct faculty to be given to the College who have elected either to have full (or local only) union dues deducted from their pay. The Association shall then submit to the Administration a list of adjunct faculty members who meet the conditions of Association membership due to courses that begin prior to Payroll 5 of the fall semester or Payroll 15 of the spring semester. The Association shall notify the College as soon as possible of the names of those adjunct faculty members who meet the conditions of bargaining unit membership due to late start courses.

- B. The Board shall deduct Association dues from the wages of members.
- C. Such dues shall be paid to the Association by the Board no later than 10 days following deduction.

1.7 <u>Payment for Association Business</u>:

The Adjunct Faculty Association shall receive payment for 21 LHEs each 12-month year (Fall, Spring, Summer) to transact the business of the Association.

For each increment of 24 additional part time and adjunct faculty members employed over 550 as of the Fall semester, the Association will receive one additional LHE in compensation for use in the subsequent Spring semester. The Association will receive an additional 3 LHEs in the final year of this contract to reflect the time demands on the officers for bargaining a successor contract.

Any LHEs awarded to an individual adjunct faculty member for transacting Association business will be awarded subject to the maximum load limits described in Article 2.2B.

1.8 <u>Available Full-Time Positions</u>:

Adjunct faculty members who apply for full-time positions and who meet the required qualifications will be considered qualified adjunct faculty members. Ordinarily, if there are qualified adjunct faculty members who apply for a full-time position, a minimum of 25% of the applicants initially interviewed will be drawn from the qualified adjunct pool. However, in no case where there are qualified adjunct applicants will the number of qualified adjunct faculty members initially interviewed be fewer than one.

Article II Teaching Assignments and Workload

2.1 <u>Qualifications</u>:

A. <u>General</u>

Adjunct faculty members are eligible to teach only those courses for which they are qualified, as determined by the current <u>Titles and Qualifications for Oakton Community College Faculty</u>, currently located under <u>"Faculty"</u> in the HR tab in myOakton. When the qualifications to teach in a subject area are changed, adjunct faculty members will ordinarily have one year to make up any deficit, and may continue to teach during that time. Associated course fees are eligible for reimbursement as described in Article 3.9, Professional Development and Continued Eligibility.

B. Additional Qualifications for Online and Hybrid Teaching

This provision applies to courses taught in part or entirely via an online anytime (asynchronous) or online live (synchronous), interactive, or Online/Hybrid modality. The faculty member must be qualified as defined in Art. 2.1A. above. To be eligible to teach online or hybrid courses, an adjunct faculty member must have completed at least one of the following, for which College funding to reimburse training costs may be available (see Art. 3.10 below):

- 1. Teaching credit courses at Oakton in an online or hybrid format for at least one full academic term prior to Summer 2020.
- 2. A project-based faculty seminar that includes the following topics:
 - a. Preparing someone to teach online.
 - b. Preparing someone to develop an online course that results in a new online course shell.
- 3. An in-house or proprietary training to teach online.
- 4. The Oakton online course development process that includes development of a new shell.
- 5. The three core courses in the Illinois Online Network (ION) Master Online Teacher certificate program (Overview of Online Instruction, Instructional Design for Online Course Development, Student Assessment in Online Courses).
- C. Any additional departmental guidelines or requirements (e.g. software or testing requirements) to effectively teach online in a specific discipline must be approved by the dean and must be a part of the published departmental policies and procedures.

2.2 <u>Workload/Assignment Loads</u>:

A. <u>Definition</u>

All work performed by adjunct faculty members (as defined in Article 1.1 Association Recognition) will be tracked and compensated on the basis of lecture-hour equivalent (LHE). For most nonclassroom assignments, LHE load is based on the formula of 45 clock hours equals 1 LHE. Formulas for determining LHE equivalents for courses and other assigned work, including hourly work, are defined in Article 9, Compensation.

B. Maximum Workload Loads

All assigned load will be attributed to an academic term (Fall semester, Spring semester, or Summer term) and subject to load limits for that term as well as annual load limits defined below. LHEs earned during Winterim will be counted as having been earned in Spring semester; LHEs earned during Summer Interim I or Summer Interim II will be counted as having been earned in Summer term.

| Annual | Fall and Spring | Summer |
|--------------------|---------------------|-------------------|
| Maximum of 27 LHEs | Maximum 12 LHEs | Maximum of 9 LHEs |
| | (flexibility to 13) | |

- The maximum load for an adjunct faculty member is 12 LHEs in any fall or spring semester, 9 LHEs in summer, and 27 for the 12-month college year (fall, spring, summer).
- Normally, an adjunct faculty member will be permitted to take on other LHE-based assignments resulting in a total load of up to 13 LHEs in any fall or spring semester, subject to approval by the relevant dean or their designee. If the dean or designee does not approve, they will provide a written explanation.
- An adjunct faculty member may not under any circumstances accumulate a total LHE load that exceeds 27 LHEs in any 12-month college year (fall, spring, and summer).
- When a non-instructional assignment involves work that takes place over more than one academic term within an academic year, the adjunct faculty member can elect how to allocate the total LHEs between the terms. For example, an adjunct faculty member who is assigned 3 LHEs annually as a member of OPAL may distribute the LHEs over the fall and spring semesters (e.g., 2 LHEs in the fall and 1 LHE in the spring) or they may assign all of their LHEs to one term (e.g., 3 LHEs in the spring).
- C. LHE Load Tracking:

Tracking LHEs is a shared responsibility of the College and adjunct faculty. Every adjunct faculty member is expected to make a reasonable effort to track their LHE load and to work with College staff to keep their load within the semester and yearly load limits described in this section. To fulfill that responsibility, adjunct faculty members must inform department and division staff promptly when they accept assignments in other divisions or beyond their assigned course load.

1. <u>Penalty – Restricted Assignment:</u>

For any adjunct faculty member who unintentionally exceeds their annual or per-semester load limits without prior approval, their total load for the following two semesters may not exceed 7.5 LHEs per semester, and they will be ineligible for LHE assignments in the immediately following summer term.

2. <u>Penalty – Non-Re-employment:</u>

If any adjunct faculty member intentionally exceeds their annual or per-semester load limit, or unintentionally exceeds their limit twice within a five-year period, they may be denied future employment as adjunct faculty, at the discretion of the College.

- 3. <u>Exceptions</u>: Before imposing LHE restrictions or other sanctions, the College will take into account mitigating factors such as:
 - errors or avoidable delays on the part of the College in updating loads
 - if excess load has been assigned without the adjunct's knowledge or for reasons outside of their control
 - if the excess load has been approved by the College.
- D. <u>Extra-contractual Assignments</u>:

Other work at the College that is not described in this Agreement is not subject to its terms. However, such assignments (including staff positions or work for the Alliance for Lifelong Learning) may reduce the maximum LHE load that an adjunct faculty member may carry, as dictated by the provisions <u>of Board Policy 4004</u>, Employment in Multiple Part-Time Positions. Adjunct faculty performing other work at the College should consult with their dean to avoid exceeding their load limits. The dean approves the load for the semester.

2.3 <u>Course Assignment Requests and Eligibility</u>:

| Due Date/Time Frame | Action | Notes |
|---------------------------|---------------------------------|---|
| 60 days prior to start of | Deans notify adjunct faculty to | Form is located in myOakton (in the |
| registration for each | submit the Adjunct Scheduling | Adjunct Faculty Channel in the Teach & |
| term | Preference Form | Advise tab; Registration dates are in |
| | | Academic Calendar on Oakton home page |
| Within 2 calendar | Adjunct faculty submit Adjunct | |
| weeks of notification | Scheduling Preference Form | |
| from dean | | |
| No later than 4 | Normally chairs/coordinators | Notification will be made by Oakton email |
| calendar weeks prior | provide notice of assignments | |
| to start of registration | to at least 80% of adjuncts | |
| | who submitted scheduling | |
| | preference form | |
| No later than 2 | Adjunct faculty member | Response should be as timely as possible. |
| calendar weeks after | accepts or declines the course | Alternate course assignments, when |
| receiving course | assignment offered. | available, will be made in a reasonable |
| assignment offer | | and timely manner. |

Adjunct course assignments will be made according to the following timetable:

2.4 Initial Course Assignments:

- A. General Conditions
 - 1. The Dean or designee assigns load for all academic semesters and terms. The Dean may work through department chairs and coordinators.
 - 2. The adjunct faculty member must meet Oakton qualifications, as listed in the current Titles and Qualifications for Oakton Community College Faculty, for the courses requested.
 - 3. Adjunct faculty are normally scheduled for a minimum load of 6 LHEs or whatever lower number they have requested.
 - 4. Courses are assigned based on seniority, using the seniority lists compiled by Human Resources as described in Art. 1.5F above and in accordance with seniority as defined in the Glossary below.
 - 5. The order of assigning courses for all academic terms is detailed in <u>Attachment B</u>.
 - 6. Courses assigned to adjunct faculty will fall within their stated availability on the Adjunct Scheduling Preference Form wherever possible.
 - 7. Adjunct faculty who are unable to accept the assigned courses will notify the chair/coordinator as soon as possible, within two calendar weeks of the initial assignment. Alternate course assignments, when available, will be made in a reasonable and timely manner.
 - 8. All assignments paid on an LHE basis apply to maximum teaching and special assignment loads. Formulas for calculating load for other LHE-based assignments are provided in Article 9.

B. Other Considerations

- 1. Each term, some courses may be placed "on reserve" by the Registrar, meaning that they are not available for active enrollment. Normally, adjunct faculty will not be assigned to reserve courses if there are alternatives available.
- 2. Asynchronous online sections of a course will be assigned by seniority in ascending order of section number (e.g. 0C1, then 0C2, etc.). The courses will be made active in order of section number sequence, so that they become active (available for student registration) in order of seniority. (For example, asynchronous sections 0C1, 0C2, and 0C3 should be assigned one at a time to the most senior, next most senior, and third most senior adjunct faculty member.)
- 3. Embedded tutor LHEs will be assigned at the time of course assignments, when possible, and coordinated with Learning Center staff. Embedded tutors, including ROAD Math tutors, work concurrently with an instructor in a designated class, and meet regularly with that class for the duration of the course.
- 4. Load assignments for adjunct faculty librarians will follow the same seniority-based procedure as initial course assignments.
- 5. Qualified faculty may teach in a discipline outside of their discipline of hire only with the approval of the chair of that discipline and if unassigned classes are available after all current adjunct faculty in the discipline receive assignments. After two semesters of teaching in the new discipline, adjunct faculty may be assigned courses in the new discipline as well as the discipline of hire. For the purposes of course assignment, their seniority in the discipline of hire will be used as their seniority in the new discipline. The normal minimum load remains 6 LHEs total.

2.5 <u>Course Cancellation and Reassignment:</u>

A. Managing Under-enrolled Courses

In the month prior to the start of a term, chairs and coordinators monitor course enrollments and may cancel individual sections they deem unlikely to be viable due to low enrollment. The week before classes begin, usually on a Wednesday, academic Deans communicate to the Registrar's office which course sections will be canceled for low enrollment (a process formerly called "Shambles"). At that time courses below full enrollment (normally 10 students) may be canceled; or, in consultation with the chair/coordinator, an adjunct faculty member may elect to teach the under-enrolled course "on headcount" at a reduced pay rate. Adjunct faculty should monitor their course enrollments and confer with their chair/coordinator if they are willing to teach a course on headcount. Deans and chairs will follow the same procedure for late start and interim courses. If the process results in loss of load, Course Reassignment (2.5C below) may apply. See <u>Dean's Guideline: Managing Classes and Faculty Workload for Low Enrollment</u>.

- B. <u>Headcount and Course Pay</u>
 - For sections with 10 or more students enrolled on the Wednesday before the term begins, the instructor will receive full pay even if enrollment subsequently falls below 10.
 - If all students in a section withdraw after the Wednesday before the term begins, the instructor will not be paid for the course (but is eligible for cancellation pay, below).
 - If at any time after the Wednesday before the term begins the enrollment in a headcount course increases, the instructor will be paid on the basis of the highest enrollment reached. If enrollment reaches 10 or more, the instructor will receive full pay.
 - Instructors electing to teach on headcount will be paid 1/10 of the normal course pay for each student enrolled (see Article 9.2 below). Faculty who elect not to teach on headcount are not eligible for course cancellation pay.

- An instructor whose section is below full enrollment should monitor the class on Banner and preserve a screenshot or class list showing the highest enrollment reached.
- C. Course Reassignment

If an adjunct faculty member's course load falls below 6 LHEs because their assigned courses have been canceled or reassigned, the Dean or designee shall assign them other courses previously assigned to an adjunct with less seniority, following the procedure below. Only adjunct faculty who have completed 11 or more semesters of teaching are eligible to have a course reassigned to them.

- 1. Reassignment will be based on seniority. Wherever possible, courses will be taken from the least senior part-time faculty members first.
- 2. An adjunct faculty member must have taught the reassigned course at Oakton within the previous three years or have the Dean's approval.
- 3. An adjunct faculty member may only be reassigned to a course section that meets the full enrollment requirement, generally 10 students.
- 4. Ordinarily, when other options are available, an adjunct faculty member will not be moved out of a course if this would cause the adjunct faculty member to lose all courses for that term.

| Seniority Level | Eligibility for Reassignment | Additional Criteria |
|-------------------------|------------------------------|--------------------------|
| adjunct faculty members | | |
| who have fewer than 11 | Not eligible | |
| semesters seniority. | | |
| adjunct faculty members | Eligible for a course | Only to prevent falling |
| who have 11 or more | previously assigned to part- | below 6 LHEs or whatever |
| semesters seniority | time faculty who have fewer | lower number is |
| | than 11 semesters seniority | requested. |
| adjunct faculty members | Eligible for a course | Only to prevent falling |
| who have 22 or more | previously assigned to part- | below 6 LHEs or whatever |
| semesters seniority | time faculty who have-fewer | lower number is |
| | than 22 semesters seniority | requested . |

Eligibility to Receive a Course Reassignment – Summary of 2.5C above

D. Course Shell Proprietary Content

If an adjunct faculty member loses a course through reassignment, they will be given 24 hours notice prior to the reassignment so that they can remove their customized/proprietary content from the learning management system (D2L) course shell.

2.6 <u>Payment for Canceled and Reassigned Courses</u>:

The College recognizes that courses assigned to but then withdrawn from an adjunct faculty member may have already been prepared for at the cost of time. If an adjunct's assigned course is canceled or reassigned 3-10 calendar days before the course's start date, the College will either offer a replacement course or pay \$160 to compensate for the adjunct's lost preparation time. If the course is canceled or reassigned fewer than 3 days before the course start date, the College will offer a replacement course or pay \$225. Adjunct faculty who elect not to take a course on headcount and are not eligible to have a fully enrolled course reassigned to them are not eligible for course cancellation pay.

2.7 <u>Learning Center Tutors – Initial Assignments</u>:

- Prior to scheduling tutors for an academic term, the Learning Center will notify prospective tutors via Oakton email to submit the tutor availability form. Prospective tutors will have at least 15 days to return the form.
- Initial tutoring assignments will be made on the basis of seniority, defined as the number of prior semesters of Learning Center tutoring in the tutor's subject area.
- In order of seniority, adjunct faculty tutors will normally be offered a minimum assignment of 3 LHEs (135 clock hours), or whatever smaller number of hours the tutor has requested, subject to the availability of hours as determined by the operational needs of the Learning Center.
- Whenever possible, assignments will be offered within the days, times, and campus location requested on the availability form.
- After initial minimum assignments have been offered, additional hours may be assigned at the discretion of the Learning Center.
- Tutors who are unable to accept the assignment offered will notify the tutor supervisor as soon as possible by phone or email.
- The Learning Center will maintain tutor seniority lists by subject area to facilitate seniority-based tutor assignments. Seniority lists will be available for inspection at any reasonable time and made available in digital form at the request of a tutor or the Association.

Article III Professional Conduct and Responsibilities

3.1 <u>Professional Conduct:</u>

- A. Each adjunct faculty member shall meet generally accepted standards of professional conduct, independent of their teaching performance. The generally accepted standards of professional conduct which Adjunct Faculty shall meet include but are not limited to:
 - 1. Being prepared for and meeting courses and laboratories at scheduled times in accordance with the assigned mode of instruction and adhering to Article 3.6
 - 2. Submitting grades by due dates
 - 3. Maintaining Office Hours as required by contract Article 3.5
 - 4. Submitting all required class rosters by due dates
 - 5. Complying with departmental and institutional policies and procedures regarding texts, assignments and grading standards that have been provided in advance in writing
 - 6. Adhering to provisions of this contract.

Faculty who refuse or consistently fail to meet these standards, as determined by the Dean in coordination with HR, may be subject to dismissal from current assignment or non-reemployment according to Article 3.11B. Professional conduct is not subject to remediation.

B. Allegations of harassment, discrimination, or sexual misconduct will be investigated in accordance with relevant <u>College policies and procedures</u>. Currently these are Policy 1100 and Procedure P1100 (Nondiscrimination); Policy 1101 (Harassment); Policy 1102 and Procedure P1102 (Sexual Misconduct). Faculty will meet ethical standards in accordance with college policies P4111 (Ethical Standards) and P4112 (Standards of Ethical Conduct). These policies and procedures are published in MyOakton under the President's Office.

3.2 Instructional Responsibilities and Related Duties:

- A. Adjunct faculty are dedicated to high standards of teaching and learning in Oakton's studentcentered educational programs. Each adjunct faculty member shall meet their teaching obligations in a professional manner with integrity and respect. In addition to meeting standards of professional conduct, teaching faculty are expected to perform activities including but not limited to:
 - 1. Constructing course syllabi, consistent with the current approved generic course syllabi
 - 2. Evaluating students and maintaining clear student grade records, including any components (such as attendance) that contribute to students' grades
 - 3. Administering Oakton Class Climate Surveys (student course evaluations)
 - 4. Participating in departmental and institutional assessments of student learning in accordance with Article 3.3
 - 5. Participating in departmental or institutional surveys
 - 6. Delivering instruction in accordance with the generic syllabus and the mode of instruction including preparing any needed instructional material
 - 7. Posting syllabus, office hours, and Instructor contact information to the learning management system (currently D2L)

- 8. Engaging students by providing appropriate information and feedback
- 9. Email communication as provided below in Article 3.2B

Deficiencies in carrying out these instructional responsibilities are subject to Administrative Intervention as set forth in Article 3.11.

B. <u>Communicating with Students</u>: It is the practice of the college to use Oakton's email system (at the oakton.edu domain) as a primary means of contact with employees and for faculty to use in communicating with students. During any term in which an adjunct faculty member is teaching, it is expected that responses to messages by email or within the learning management system will be timely. It is understood that in some circumstances, messages may require an expedited response to facilitate and support teaching and learning. Instructors are advised to include information in their syllabi explaining their policies for responding to student messages. During any term in which an adjunct faculty member is not teaching, it is their responsibility to check their oakton.edu mailbox regularly and to respond to messages as needed.

3.3 Assessment of Student Learning and Mandatory Training:

Department or institutional practice may require that adjunct faculty members participate in reasonable departmental or institutional activities, assigned prior to the beginning of the semester, designed to improve teaching and learning. Adjunct faculty can volunteer to engage in additional activities related to Student Learning Outcome Assessment, as described in 9.4.

The College may require adjunct faculty to complete federal- or state-mandated training for which they do not receive additional compensation. They may use office hours to complete the training.

Except in extraordinary circumstances, adjunct faculty are not required to complete mandatory training or assessment activities (other than new faculty orientation or new hire training) that fall before the start of orientation week or after the date when grades are due.

3.4 <u>Meeting Schedules and Attendance</u>:

Adjunct faculty shall receive notification of their academic department and division meetings in the same mailings as notification is given to full-time faculty, and are invited to attend such meetings.

A. <u>Voluntary Meeting Attendance Package</u>: Adjunct faculty may voluntarily commit to attend department and division meetings each semester and to be compensated for attendance. Normally these will consist of one orientation week department meeting, four monthly department meetings, and four monthly division meetings. To be eligible for payment, an adjunct faculty member must commit to attendance at the beginning of the semester and is required to attend a minimum of two-thirds (6 of 9) of the meetings in a semester. Attendance at these meetings may be in person or remote using interactive technology. The adjunct faculty member will be paid .25 LHE for fulfilling the commitment to meeting attendance. Payment will be assigned at the beginning of the term. Failure to attend a minimum of two-thirds of the total number of meetings will result in the adjunct faculty member not being eligible to receive payment for meeting attendance in the following semester. Any meeting canceled will count as a meeting and as a meeting attended. The meeting commitment form is located <u>here</u> and must be submitted at the beginning of the semester.

- B. <u>Orientation Week Participation Package</u>: Adjunct faculty may voluntarily commit to attend 3 hours of College-designated programs for professional development -during each Orientation Week and be compensated for attendance. In addition to the All-College breakfast and keynote address, the faculty retreat and professional development activities approved by the Faculty Professional Development Team will count toward the required hours. The adjunct faculty member will be paid 0.048 LHEs for fulfilling the commitment to orientation week attendance. The adjunct faculty member must register for and attend the required number of sessions to fulfill the commitment. The mandatory Orientation Week department meeting does not count towards this package requirement.
- C. <u>Mandatory Meeting Attendance</u>: All adjunct faculty are required to attend their department meeting scheduled during orientation week, for which they will be compensated at the rate defined in Article 9.4 below. The College recognizes that there may be cases where an adjunct faculty member cannot reasonably be expected to attend a given session. In such cases, alternate arrangements may be made by the Dean in consultation with the faculty member.

Except for the mandatory meetings named in this section, an adjunct faculty member cannot be mandated/directed to attend any Department or Division meeting unless the faculty member has committed to attend such meetings as set forth in Article 3.4A above.

Adjunct faculty members are eligible for mileage reimbursement for each one-way trip between campuses when teaching assignments or department/division meetings require them to travel between campuses on the same day. The adjunct faculty member will submit a voucher <u>available</u> here to the division office by the end of the semester in which the expenses were incurred.

- D. <u>New faculty Orientation</u>: New adjunct faculty shall be required to attend new faculty orientation which starts during the week of orientation and continues in an asynchronous and synchronous format for the first 4 weeks of the term. Compensation will be at the rate defined in Article 9.4 below.
- E. <u>Institutional Committee Meetings</u>: For adjunct faculty members serving on College committees, the requirement for in-person committee attendance will be communicated when the committee is formed, in the committee charter, or in the call for participation. In-person attendance is required for search committee interviews when the candidate is on campus, unless otherwise directed by the College. Adjunct faculty serving on a committee may attend meetings using interactive technology when approved by the Committee or Meeting Chair, when a faculty member is based at one campus and the meeting is held at the other, in emergency situations, or as approved by the Division Dean. Adjunct faculty serving on college-wide committees, search committees, and department initiatives are expected to use and update their availability in the institutional calendar (e.g. Google Calendar) to facilitate meeting scheduling.

3.5 Office Hours:

A. Adjunct faculty members shall schedule one 50-minute academic office hour weekly for each 3 credits taught on campus in whole or in part. In the event that an adjunct faculty member's

teaching assignment results in more than two office hours per week, the faculty member may schedule any hours in excess of two hours per week online.

- B. Adjunct faculty members shall schedule 1 academic office hour per week online for each 3 credits taught online. An office hour can be concurrently spent on campus.
- C. Office hours for courses taught in a compressed time frame will be prorated such that the same total of office hours is maintained as would be required for a course scheduled over the entire semester.
- D. Adjunct faculty members participating in the Persistence Project can reallocate some of their semester office hours to the first few weeks of classes to accommodate the time spent with students as a requirement of the project. Adjunct faculty members will reflect these changes on the course syllabus and office hours form.
- E. Adjunct faculty members may use office hours to complete federal or state-mandated training (for which they will receive no additional compensation).

3.6 <u>Absences</u>:

- A. Adjunct faculty members who must miss a scheduled course or laboratory must notify their division office in advance, when possible. The department chair or division office can assist, if requested, in arranging a substitute. Unplanned absences must be reported as soon as practicable. Being present for scheduled class sessions is a professional conduct (as described in 3.1 above).
- B. After any absence determined by the dean to have been unauthorized, the dean will notify the adjunct faculty member that an unauthorized absence has occurred. The faculty member may present reasons that the absence should be considered authorized. Final determination will be at the-dean's discretion.
- C. The salary of an adjunct faculty member who has excessive unauthorized absences (as defined in the glossary) will be adjusted on a pro-rata basis for these absences. Ordinarily the lesser of 2 class sessions or 10% of class sessions for the course will be considered "excessive." The Dean shall determine when unauthorized absences are excessive, based on this criterion.
- D. Adjunct faculty with excessive unauthorized absences (as defined in 3.6C and the glossary) in two consecutive semesters may be denied class assignments in subsequent semesters.
- E. Embedded tutors are covered by 3.6.

3.7 Jury Duty:

An adjunct faculty member may be absent to appear in court for jury duty or as a subpoenaed witness in a court proceeding. An adjunct faculty member who knows of the need to be absent for jury and/or witness duty shall immediately inform the department chair of the dates and possible duration of the absence and inform their department/division office a minimum of 24 hours in

advance of the return to work date. Adjunct faculty will receive compensation at their customary rate for the period of said absences.

3.8 <u>Evaluation of Teaching Effectiveness</u>:

As a means to promote high-quality instruction, the College will periodically observe and evaluate adjunct faculty performance in the classroom. Evaluation will be conducted by the department chair/coordinator, in consultation with the dean, according to the procedures and rubric contained in Attachment C, Adjunct Faculty Observation. Formal observation will occur in the first and fifth term (Fall, Spring, or Summer) of teaching, by the end of the fifth academic year dating from their first term of teaching, and once every five academic years thereafter. The dean or designee may conduct a classroom observation outside this regular schedule if complaints warrant such action or if an observation did not occur within the scheduled term. The Faculty Classroom Observation Rubric (included in Attachment C) will be used for all class observations. The College and the Association agree that the procedure and rubric will not be changed during the term of this contract without mutual agreement. The College will consult with the Association when major changes are proposed to the student course evaluation survey.

- A. Following the completion of an observation, the Preparation for Observation form and signed Observation Rubric will be included in the adjunct faculty member's personnel file in Human Resources.
- B. If a classroom observation leads the dean or designee to determine that an adjunct faculty member's skills and/or subject area knowledge are deficient, and Article 3.12 (Diminished Capacity) does not apply, the dean or designee may, in consultation with the adjunct faculty member, prepare a plan and timetable for remediation in accordance with Article 3.11 (Administrative Intervention/Remediation of Teaching Deficiencies).

3.9 <u>Professional Development and Continued Eligibility</u>:

Adjunct faculty members are expected to engage in professional development activities that are intended to improve the quality of their students' learning, and that enable them to maintain their professional skills and currency in their fields. To remain eligible for continued employment, adjunct faculty members must periodically demonstrate professional development/content currency and/or institutional service by submitting evidence of activities relevant to teaching and learning. Adjunct faculty may consult with their chair or coordinator to identify appropriate professional development activities for their teaching discipline. The Provost and Vice President for Academic Affairs or designee(s) shall determine the acceptability of evidence for continued eligibility to ensure a measure of uniformity as well as reasonable expectations of faculty throughout the College. See Attachment D: Continued Eligibility Form and Sample Letter.

- A. <u>Implementation</u>: Each fall, the Department of Human Resources will identify adjunct faculty who, by the end of that semester or the following spring semester, will have taught for five academic years or a multiple thereof.
 - 1. By October 1, Academic Affairs will notify these adjunct faculty members in writing of the requirement to submit evidence of appropriate activities, and will supply the list of such adjuncts to the Association.

- 2. By the following June 1, the adjunct faculty members will submit evidence of continued eligibility to their department chair or coordinator (as described in Attachment D). Evidence of three activities over five years must be provided, at least **two** of which must be a professional development activity. At least one of the professional development activities must be used to maintain currency in the adjunct faculty member's content area or industry.
- 3. After review by the chair/coordinator and the division Dean, the Provost and Vice President for Academic Affairs or designee will notify faculty members of acceptance or rejection of evidence, along with specific rationale, within two months of submission by the adjunct faculty member.
- B. <u>Evidence of continued eligibility</u>: Evidence of continued eligibility includes but is not limited to:

Professional Development Activities

- Center for Professional Development offerings and online learning platform (e.g., D2L) trainings
- Completion of a graduate or undergraduate course relevant to the teaching assignment
- Creative works relevant to teaching assignments (e.g., films, sculptures, etc.)
- Earned continuing education units
- Earned licensure or certification
- Orientation Week and Learning Day sessions
- Other workplace training relevant to the teaching assignment
- Participation in a professional development activity relevant to the teaching assignment
- Preparation of a portfolio demonstrating professional development activities/content currency
- Presentation or participation in a professional conference or workshop, including Oakton programs
- Publication of an article or book

Institutional Service Activities

- Adjunct faculty mentor
- Development of departmental/program assessments
- Facilitation or leadership of a co-curricular activity
- Master course shell development
- Meeting commitment package
- Participation in a college-wide student success initiative
- Participation in a grant project
- Participation in Persistence Project
- Service on a college-wide, department, or division committee
- Student club advisor
- Study Breakfast volunteer

Community Service Activities

- Community service activities which are related to your teaching discipline (consult your chair/Coordinator).
- C. <u>Failure to submit acceptable evidence:</u> Failure to submit acceptable evidence as evaluated by the Provost and Vice President for Academic Affairs or designee may make the faculty member

ineligible for future assignments. Faculty who subsequently submit acceptable evidence will be reemployed in the next semester in the customary manner.

3.10 <u>College Support for Training and Professional Development</u>

- A. <u>Professional Development Funds</u>: Adjunct faculty members may be reimbursed for expenses incurred for professional development activities. Eligible expenses include
 - professional association memberships
 - tuition and fees for courses (including graduate and certification courses)
 - registration fees, travel and related expenses for workshops and conferences
 - expenses to update qualifications (as described in Article 2.1 Qualifications).
 - technology expenses that support teaching (e.g., software, headphones, microphones, webcams, and computers) up to \$200 per year (counts toward \$375 annual limit)
- B. <u>Submitting Requests for Approval and Reimbursement</u>: Whenever possible, adjunct faculty should submit requests to use professional development funds for reimbursement to their dean in advance of the expenditure. The dean shall respond within two weeks and, if the request is denied, will give a written explanation. Approval will be contingent on the estimated value of the activity to the faculty member and the College, instructional time that would be lost, and the availability of funds. Such determinations shall not serve as precedent.
 - Travel requests and travel expense reports must be submitted in conformity with standard College procedures for approval and reimbursement. Mileage reimbursement and travel guidelines are <u>available here</u>.
 - Tuition and fee requests should be filed in advance for each course, seminar or workshop for which reimbursement is claimed. Please refer to <u>Board Procedure 4120</u> for additional guidelines. The <u>Tuition Reimbursement Form</u> should be submitted upon completion of the course, seminar, or workshop.
 - All other requests for professional development funds, including expenses to update qualifications, professional association memberships, and technology teaching resources, should be submitted via college email to the relevant dean. After the expenditure, reimbursement requests should be submitted with a voucher and include supporting documents.
- C. <u>Funding Limits</u>: Each adjunct faculty member may be reimbursed up to \$375 per academic year (fall, spring, summer) or \$750 for each two-year period dating from the start of the contract (i.e. \$750 for 2021-22 and 2022-23, \$750 for 2023-24 and 2024-25). No more than \$200 of the \$375 may be for technology expenses that support teaching. An adjunct faculty member may not use more than \$375 in the first year of each two-year period. Reimbursement will be on a first-come, first-served basis, subject to the following annual limits on total reimbursements:

| 2021-2022 | 2022-2023 | 2023-2024 | 2024-2025 |
|-------------------|-----------|-----------|-----------|
| \$56 <i>,</i> 500 | \$57,000 | \$57,500 | \$58,000 |

D. <u>Online Teaching Qualifications Fund</u>: In addition to the adjunct faculty professional development fund described above, the College will allot \$5000 annually to reimburse adjunct faculty for the completion of courses provided by the <u>Illinois Online Network (ION)</u>, or equivalent training, to meet the qualifications for teaching online as described in Art. 2.1B above. Contact the Office of Online

Curriculum and Instruction to request these funds. Funds will be distributed on a first-come, firstserved basis. Once the annual pool is exhausted, an adjunct faculty member can still apply for reimbursement through the fund for professional development reimbursements described above.

- E. <u>Student Success Initiative</u>: A pool of 12 LHEs per college year (Fall, Spring or Summer) will be designated to be assignable to adjunct faculty members for leadership and/or participation in student success initiatives or initiatives developed in furtherance of the College's strategic goals. A list of such initiatives will be developed jointly by the Association and the College. The Association and the College will collaboratively distribute the LHEs. This incentive program sunsets and is discontinued upon expiration of this collective bargaining agreement.
- F. <u>High Impact Practice (HIP) Awards</u>: Each year, one adjunct faculty member from Liberal Arts, one adjunct faculty member from STEM-HC, and one adjunct faculty member from BCT or Library will be recognized for an exemplary HIP implemented in their teaching. A review committee will request applications/nominations each spring and identify the adjunct faculty members to be recognized. The review committee consists of one adjunct faculty member, one AFA Board member, the Dean of Curriculum and Instruction, and one academic dean. The Coordinator for the Center for Teaching Innovation shall be invited to participate on the review committee. The prize will be a one-time stipend of \$300 per adjunct faculty member.
- G. <u>Adjunct Faculty Mentorship Program</u>: The adjunct faculty mentorship program supports new adjunct faculty hires by providing them the option to be paired with an adjunct faculty mentor. The program is facilitated by an adjunct faculty member who is collaboratively selected by the Association and the College. The facilitator will recruit, select and support mentors and pair them with mentees. The facilitator and mentors are paid according to the schedule in Article 9.4 This program sunsets and is discontinued upon expiration of this collective bargaining agreement.

3.11 <u>Administrative Intervention/Remediation of Teaching Deficiencies</u>:

To safeguard the quality of instruction, the College may on occasion intervene with an adjunct faculty member in order to correct deficiencies in teaching, subject matter currency, or fulfillment of the instructional responsibilities outlined in Article 3.2 above. Intervention may be prompted by classroom observation, class climate surveys from within the last 5 years, or other factors the College deems appropriate. Intervention is not intended to be punitive; rather, it is meant to create opportunities to improve teaching performance and maintain professional standards. The procedure outlined here corresponds to the Dean's Guideline "Intervention/Remediation Process for Adjunct Faculty" (Attachment E to this contract) which will not be altered during the term of this contract except by mutual agreement. Embedded tutors are subject to this provision.

A. Intervention Procedure:

1. Informal Intervention

Generally, intervention is initiated following an unsatisfactory classroom observation, a serious complaint, or a pattern of failure to fulfill instructional responsibilities. Initially, the chair/coordinator will meet with the adjunct faculty member to discuss the issues, hear the faculty member's response, and determine whether a formal remediation is needed. Commonly, this meeting will resolve the issue and no further action is needed.

2. Notice of Remediation

If the issue is not resolved and the problem persists, the chair/coordinator asks the dean to convene a remediation meeting, during which a remediation plan will be developed in consultation with the adjunct faculty member. The dean will schedule the meeting and notify the Association. In giving notice of the meeting, the dean will describe the behavior that needs to be corrected and the basis for the decision that remediation is necessary. The meeting will be attended by the dean, chair/coordinator, the adjunct faculty member and, at the adjunct faculty member's request, an Association representative.

3. <u>Remediation Plan and Timetable</u>

Following the meeting, the dean or designee will distribute the remediation plan to the parties. The plan will specify expected outcomes, means of assessing progress, recommended professional development or other assistance from the college where appropriate, and a timetable for completion. Normally, the adjunct faculty member will be given one semester to complete the plan, during which time their performance will be assessed. Remediation can be scheduled during a summer term, by mutual consent, if the adjunct faculty member is teaching. At the Dean's discretion, the remediation period may be extended.

4. <u>Follow-up</u>

If the adjunct faculty member fulfills the terms of the plan and has improved performance sufficiently, in the sole judgment of the College, the matter is concluded and the dean issues a second memo to all parties to that effect. The memo will be retained in the faculty member's unofficial division file, but this and any other documents relating to the remediation will be expunged at the adjunct faculty member's request after 5 years. In subsequent semesters the adjunct faculty member will be assigned courses in the usual and customary manner. If the adjunct faculty member has not fulfilled the terms of the plan within the prescribed time frame, or if their performance has not improved sufficiently in the sole judgment of the College, the faculty member shall not be eligible to teach courses in subsequent terms.

- B. <u>Non-reemployment</u>: Nothing herein shall prevent Oakton from permanently not reemploying an adjunct faculty member for conduct not directly involving teaching performance which it deems, in its sole discretion, to be irremediable, including but not limited to:
 - repeated unauthorized failure to attend a course or intentional failure to follow College policies or directives
 - sexual harassment, carrying a weapon on College premises or conduct that is injurious to the health, safety and welfare of the students or other college employees.

The above does not deny an adjunct faculty member the right to appeal a discharge or disciplinary action as identified in Article 6 below.

3.12 Diminished Capacity:

In instances where there are compelling indications of diminished capacity of a faculty member in one or more areas of professional responsibility and conduct as defined in Article 3.1 and 3.2, as evidenced by personal and/or professional behavior, the administrator/supervisor will intervene.

The primary goals of the intervention will be to assure the continued, ongoing delivery of high quality instructional service to students and the recovery of the faculty member to the fullest extent possible.

The intervention will occur in a meeting with the faculty member, Dean and, if so desired, faculty member advisor and/or Adjunct Faculty Association representative.

The purpose of the meeting will be to discuss with the faculty member the circumstances and concerns that have prompted the intervention. In addition, the Dean will describe the behaviors that have been documented, review and clarify administrative expectations, and provide the faculty member and personal advisor(s) with an opportunity to respond and offer additional information.

Based on the discussion, the Dean, in collaboration with the faculty member and the personal advisor(s), will develop a written plan for addressing/managing the situation. Nothing in that plan may conflict with the provisions of this contract. The faculty member has the right to decline participation in the development of the plan, in which case, the administrator will develop the plan independently. In any case, the faculty member will be provided with the plan, and a copy will be placed in the faculty member's personnel file. The plan shall be unique in its responsiveness to the circumstances of the individual situation, but consistent in its fairness, sensitivity, and recognition and protection of faculty and administrative rights and responsibilities. In addition, the plan will be consistent with the provisions of the Americans with Disabilities Act and other applicable laws, regulations, and college policies.

The plan may include, but will not necessarily be limited to, the following components: follow-up discussions; continuing involvement, at the option of the faculty member, of a personal advisor(s); procedures for monitoring the situation for a specified period of time, not to exceed fifteen consecutive weeks, and referral to a mutually agreed upon external consultant/physician/expert (with the cost for this initial visit to be paid by the College). Reports of a medical nature from the consultant/physician/expert will be retained in a confidential file separate from the faculty member's personnel file.

Article IV Academic Freedom

4.1 <u>Academic Freedom in Practice</u>:

Faculty members shall be free to present instructional materials that are pertinent to the subject and level taught. Departmental practice may require the adjunct faculty to use either a text chosen by the department or a primary text to be chosen from a designated list. While the selection of a primary text may in some cases be limited, it is understood that supplementary materials of the faculty member's choosing may be incorporated into the required reading of the course. In all cases, while the adjunct faculty member is entitled to freedom in the classroom in presenting instructional materials, they shall not introduce into instruction controversial matters which have no relation to the subject.

4.2 <u>Academic Freedom is defined in the following Statement of Principles:</u>

- A. The adjunct faculty member is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of their-other duties; but research for pecuniary return should be based upon an understanding with the authorities of the institution, if such research involves the use of college resources, including data collected during the course of providing instruction.
- B. The adjunct faculty member is a member of society, a member of a learned profession, and while in College employ, a member of the educational institution. When an adjunct faculty member speaks or writes as a member of society, they should be free from institutional censorship or discipline, but their special position in the community imposes special obligations. As a person of learning and as a member of the educational community, they should remember that the public may judge their-institution by their utterances. Hence, they should at all times be accurate, should exercise appropriate restraint, should show respect for the opinion of others, and should make every effort to indicate that they are not an institutional spokesperson.
- C. Unless specifically authorized, adjunct faculty members may not act or speak on behalf of the College.

Article V Intellectual Property

- 5.1 The ownership of any materials, processes, or inventions developed solely by an adjunct faculty member's individual effort, time and expense shall vest in the adjunct faculty member and be copyrighted or patented, if at all, in their name.
- 5.2 The ownership of materials, processes, or inventions produced solely for the College and at College expense as a pure work for hire shall vest in the College and be copyrighted or patented, if at all, in its name. The details of such ownership (description of materials and extra-routine support) will be negotiated to the best common interest of the college and the creator. A standard template will be the basis of each of these negotiated agreements.
- 5.3 In those instances where materials, processes, or inventions are produced by an adjunct faculty member with College support by way of use of significant personnel time, facilities, or other College resources, but without direct financial support in the way of LHE assignment or stipend, the ownership of the materials, processes, or inventions shall vest in, and be copyrighted or patented, if at all, by the faculty member. When the College chooses to provide support for such projects, the college may require the faculty member to grant a license to the college for the use of the materials providing that the license shall not be for more than 3 years.
- 5.4 Renewal of the license shall be contingent on the college providing adequate support for updating the material. If such support takes the form of additional LHE assignment or stipend, the work involved becomes partially a work for hire as specified under Section 5.2 above. As such, the faculty member and the college will negotiate an agreement of such ownership in good faith.

Article VI Grievance Procedure

6.1 <u>Grievance Definition</u>:

A complaint by (1) an adjunct faculty member or (2) a group of adjunct faculty or (3) the Association that there has been a violation, a misinterpretation or misapplication of any provision of this Agreement may be processed as a grievance.

6.2 <u>Definition of Business Days</u>:

"Business Days"-as used herein shall mean Monday through Friday, excluding College holidays or days on which the College is closed because of weather or other emergency. "Business Days" during summer session shall be days Monday through Thursday if the College is closed on Friday.

6.3 <u>Grievance Procedure</u>:

A. The parties are encouraged to resolve through informal discussions any grievance as defined herein.

Informal Level: When a cause for complaint occurs, the affected adjunct faculty member shall request a meeting with their department chair in an effort to resolve the complaint. At the adjunct faculty member's request, a representative of the Adjunct Faculty Association may participate in such a meeting. If the adjunct faculty member is not satisfied with the outcome of the meeting, they-and/or the Association may formalize the complaint in writing as provided below. Any resolution at this level shall be subject to review by the Provost and Vice President for Academic Affairs or-designee and shall not be precedent-setting or binding in any manner.

- B. Step 1: If a complaint is not resolved at the informal level, the formal grievance may be submitted in writing within 20 business days of the occurrence of the event giving rise to such grievance or within 20 business days of the time when such events might reasonably have been ascertained to occur. Upon receipt of the grievance, the Dean of the grievant shall schedule a meeting, such to be conducted within 10 business days of the receipt of such grievance. A copy of the grievance shall be sent to the Association, if not a grievant, and the Association shall have the right to be represented at such meeting by a representative. Within 10 business days of the meeting, the Dean shall render a written decision with reasons. A copy of this decision shall be forwarded to the grievant(s) and the Association.
- C. Step 2: If any grievant is not satisfied with the disposition of the grievance at Step 1, or if no disposition has been made within the time stipulated above, the grievance shall be transmitted to the Provost and Vice President for Academic Affairs or the Vice President for Student Affairs and Chief Student Affairs Officer or designee, as appropriate. Within 10 business days after the grievance has been so submitted, the Provost and Vice President for Academic Affairs or designee, as appropriate, shall schedule a grievance meeting with the grievant(s). The Association shall be notified of such a meeting and shall have the right to have a representative attend. Within 10 business days of the grievance meeting, the Provost and Vice President for Academic Affairs or definition or the Vice President for Student Affairs and Shall have the right to have a representative attend.

appropriate, shall render a written decision with reasons. A copy of this decision shall be forwarded to the grievant(s) and the Association.

D. Step 3: If the Association is not satisfied with the disposition of the grievance at Step 2, or if no disposition has been made within the period above provided, the Association may submit the grievance to binding arbitration. The arbitrator shall be selected by the American Arbitration Association in accordance with its procedures, and the American Arbitration Association shall likewise serve as the administrator of such arbitration proceeding.

The arbitrator shall have no power to alter and/or subtract from the terms of this Agreement. The fees and expenses of the arbitrator and of any court reporter mutually agreed upon by the parties shall be shared equally by the Association and the Board.

- E. Grievances involving the immediate discharge (see Article 8.1, Discharge or Disciplinary Action) of an adjunct faculty shall go directly to Step 2 of the grievance procedure.
- F. These timelines may be extended by mutual consent.
- G. A grievance which challenges the action of a group of more than one Administrator or an Administrator above the level of the immediate supervisor may be initiated at Step 2 with the Provost and Vice President for Academic Affairs or Vice President for Student Affairs and Chief Student Affairs Officer.
- H. Where it is necessary for the grievant(s) to have a representative of the Association to attend a formal meeting or hearing, the representative shall be released from duty without loss of pay or other benefits. At an arbitration hearing, necessary witnesses shall likewise be released from duty to permit their presenting testimony. Witnesses are released from duty for such time as their presence is required.

Article VII Personnel Files

7.1 <u>Maintenance of Files</u>:

The Administration shall keep one official personnel file in the Human Resources Office for each adjunct faculty member. No other official file shall be kept on faculty except records relating to grievances and discrimination complaints, for affirmative action complaints, or medical or personal health information.

7.2 <u>Placing Material in the Personnel File</u>:

- A. No material may be placed in a faculty member's personnel file until the faculty member has been notified electronically and sent a copy of the material to their last known address.
- B. Materials of a negative nature may be placed in the file by the appropriate supervisor whose name shall be noted on the material.
- C. Materials of a negative nature or adverse material placed in a faculty member's file may be responded to, in writing, within 10 business days of the material being placed in the file. Such written responses will be placed in the faculty member's file.

7.3 <u>Viewing the File</u>:

- A. A faculty member shall have the right to inspect their personnel file by appointment at any reasonable time. Requests to review personnel files are to be made through the Office of Human Resources.
- B. The faculty member may be accompanied by an Association representative.
- C. An Association representative shall have the right, with the written consent of the faculty member, to inspect the faculty member's personnel file.
- D. A Board employee may be present during such review.
- E. A faculty member shall be able to copy materials from their personnel file.

7.4 <u>Removing Materials from the File:</u>

Nothing shall be permanently removed from the personnel file except by mutual consent of the Board and the faculty member, by grievance resolution and/or by result of a legal action. Documents relating to completed remediation of teaching deficiencies will be expunged at the adjunct faculty member's request after 5 years (see Article 3.11 above).

Article VIII Disciplinary Procedures

8.1 <u>Discharge or Disciplinary Action</u>:

The parties recognize the authority of the Board to suspend, discharge or take other appropriate disciplinary action against adjunct faculty members for just cause. Section 8.2 below describes the procedure to be followed when disciplinary action is contemplated (and is summarized in Attachment F Process for Disciplinary Action). Additional procedures may be applicable if an alternative process is mandated by Board policies (e.g., harassment or sexual misconduct). The faculty member and the Association will be notified if this is the case.

8.2 <u>Procedures:</u>

- A. <u>Pre-Disciplinary Meeting</u>: Except in a serious emergency, prior to the implementation of any disciplinary action against a faculty member, the Assistant Vice President for Academic Affairs/Dean of Curriculum or designee will conduct a meeting with such adjunct faculty member. Pre-disciplinary meetings may be conducted by the department chair or supervisor, with notice to the applicable dean. However, disciplinary action can only be imposed by the dean or higher level administrator, in consultation with HR.
 - 1. Prior to the pre-disciplinary meeting, the AFA and the adjunct faculty member will be notified of:
 - the time and place of the meeting,
 - the adjunct faculty member's right to bring either an AFA representative or another faculty or staff member of their choosing
 - nature and timeframe (if known) of the alleged misconduct
 - reference to any relevant Board, College, or department/division policies, if known.
 - 2. At the pre-disciplinary meeting the adjunct faculty member shall be apprised of the reasons for the contemplated disciplinary action and shall be given an opportunity to respond and present evidence relevant to the alleged misconduct prior to a determination.
- B. <u>Investigation</u>: Prior to making a decision regarding the alleged misconduct and prior to taking disciplinary action, the College will
 - 1. investigate the facts in order to determine if the adjunct faculty member engaged in the alleged misconduct
 - 2. give the accused faculty member the opportunity to present relevant evidence.
 - 3. In pursuing its investigation, the College may conduct follow up interviews or request written statements from witnesses.
- C. <u>Outcome</u>: The College will base its decision and the severity of any disciplinary action on relevant evidence summarized in an investigation findings outcome letter which will be shared with the adjunct faculty member. Disciplinary action can only be imposed by the dean or higher level administrator, in consultation with HR. Should the adjunct faculty member consider any such discharge or disciplinary action to be improper, they may grieve the matter in accordance with provisions of Article 6.3 Grievance Procedure.

Article IX Compensation

9.1 <u>One-Time Payments:</u>

At the end of academic year 2021-22:

- Adjunct faculty who were in Step 18 during Fall 2021 who have carried an instructional load of at least 6 LHEs during the 2021-22 academic year will receive a longevity payment of \$200. Only adjunct faculty members who have not retired under SURS are eligible for this payment. These payments will not count toward an adjunct faculty member's LHE total.
- Adjunct faculty members who were not in Step 18 during Fall 2021 and who have carried an instructional load of at least 6 LHEs during the 2021-22 academic year will receive a one-time payment of \$200. Adjunct faculty who carried an instructional load of less than 6 LHEs during the academic year will receive a one-time payment of \$100. Only adjunct faculty members who have not retired under SURS are eligible for this payment. These payments will not count toward an adjunct faculty member's LHE total.

At the end of academic year 2023-24:

- Adjunct faculty who were in Step 18 during Fall 2023 who have carried an instructional load of at least 6 LHEs during the 2023-24 academic year will receive a longevity payment of \$200. Only adjunct faculty who have not retired under SURS are eligible for this payment. These payments will not count toward an adjunct faculty member's LHE total.
- Adjunct faculty who were not in Step 18 during Fall 2023 will receive no one-time payment.

This one-time payment provision will sunset at the end of this 2021-2025 Agreement.

9.2 Pay Schedule for Course Instruction and Other LHE-Based Compensation:

Except where specified otherwise, adjunct faculty members are paid at the following rates.

- A. <u>Salary Step</u>:
 - An adjunct faculty member begins in Step 1 and advances a step by completing one year of service as defined in the glossary.
 - For most course assignments, LHEs equal the credit hours for the course. Exceptions are described in 9.2B below.

| Standard Pay Rate per LHE | | | | | |
|---------------------------|-----------|-----------|-----------|-----------|--|
| Step | 2021-2022 | 2022-2023 | 2023-2024 | 2024-2025 | |
| 1 | \$1164 | \$1173 | \$1182 | \$1191 | |
| 2 | \$1190 | \$1199 | \$1208 | \$1213 | |
| 3 | \$1201 | \$1226 | \$1235 | \$1239 | |
| 4 | \$1225 | \$1237 | \$1263 | \$1267 | |
| 5 | \$1236 | \$1262 | \$1274 | \$1296 | |
| 6 | \$1261 | \$1273 | \$1300 | \$1307 | |
| 7 | \$1289 | \$1299 | \$1311 | \$1334 | |
| 8 | \$1318 | \$1328 | \$1338 | \$1345 | |
| 9 | \$1347 | \$1357 | \$1368 | \$1373 | |
| 10 | \$1377 | \$1387 | \$1398 | \$1404 | |
| 11 | \$1405 | \$1418 | \$1428 | \$1434 | |
| 12 | \$1423 | \$1447 | \$1460 | \$1465 | |
| 13 | \$1446 | \$1466 | \$1490 | \$1498 | |

Standard Pay Rate per LHE

| Step | 2021-2022 | 2022-2023 | 2023-2024 | 2024-2025 |
|------|-----------|-----------|-----------|-----------|
| 14 | \$1473 | \$1489 | \$1510 | \$1529 |
| 15 | \$1506 | \$1517 | \$1534 | \$1549 |
| 16 | \$1551 | \$1550 | \$1562 | \$1574 |
| 17 | \$1595 | \$1597 | \$1596 | \$1603 |
| 18 | \$1617 | \$1641 | \$1666 | \$1689 |

2022-2023 Step 2021-2022 2023-2024 2024-2025 \$1243 \$1253 \$1262 1 \$1237 2 \$1261 \$1271 \$1280 \$1286 3 \$1273 \$1300 \$1309 \$1313 4 \$1299 \$1311 \$1339 \$1343 5 \$1310 \$1338 \$1350 \$1374 6 \$1337 \$1349 \$1378 \$1385 7 \$1366 \$1377 \$1390 \$1414 8 \$1397 \$1408 \$1418 \$1426 9 \$1428 \$1438 \$1450 \$1455 10 \$1460 \$1470 \$1482 \$1488 11 \$1489 \$1503 \$1514 \$1520 12 \$1508 \$1534 \$1548 \$1553 13 \$1533 \$1554 \$1579 \$1588 14 \$1561 \$1578 \$1601 \$1621 15 \$1595 \$1608 \$1626 \$1642 16 \$1644 \$1643 \$1656 \$1668 17 \$1691 \$1693 \$1692 \$1699 18 \$1714 \$1739 \$1766 \$1790

Doctoral Pay Rate per LHE

B. LHE Formulas for Special Course Categories:

For most courses, the LHEs assigned are equal to the credit hours for the course. However, the following exceptions apply:

| Course Type | Conversion Formula |
|--|----------------------------|
| Open Lab | LHEs = credit hours x .70 |
| Standard Lab | LHEs = credit hours x 1.0 |
| English Composition (also includes developmental composition, ESL, creative writing, technical writing, and journalism) | LHEs = credit hours x 1.25 |

| Course Type | Conversion Formula |
|--|---|
| Writing Intensive (designated WI) | |
| first time the adjunct teaches course | LHEs = credit hours + 1 |
| subsequent terms after the first | LHEs = credit hours x 1.25 |
| Human Services Practicums | The faculty member will earn 1 LHE times the credit hours schedule for lecture PLUS |
| | 0.33 LHE times the number of students enrolled. |
| | If the College renegotiates the rate with OCCFA, the new rate/formula will apply to adjunct faculty teaching a practicum after implementation of the new rate/formula for full-time faculty. |
| Early Childhood Education Practicum | The faculty member will earn 1 LHE times the credit hours scheduled for lecture. PLUS 0.5 LHE times the number of students enrolled |
| | If the College renegotiates the rate with OCCFA, the new rate/formula will apply to adjunct faculty teaching a practicum after implementation of the new rate/formula for full-time faculty. |
| ECE Courses with a field placement | The faculty member will earn 1 LHE times the credit |
| component: ECE 104 and ECE 255 | hours scheduled for lecture. |
| | PLUS Additional 0.5 LHE to manage field component, relationships, opportunities, and process |
| HIT Practicums | The faculty member will earn 1 LHE times the credit hours scheduled for lecture. PLUS |
| | 0.33 LHE times the number of students enrolled |
| MLT Practicums | 0.33 LHE times the number of students enrolled, except: Phlebotomy (MLT 204) faculty will earn 0.17 LHE times the number of students enrolled |
| PTA Practicums | The faculty member will earn 1 LHE times the credit hours scheduled for lecture. PLUS |
| | PTA faculty will earn 0.33 LHE times the number of students enrolled |
| Honors contracts | |
| (up to a maximum of 1 LHE per course) | 1/10 of normal course pay per student, i.e. |
| Independent study and pro-rata courses | 1/10 x # of students x LHEs |
| Headcount (See Article 2.5) | |

9.3 <u>Discipline-Specific Compensation</u>:

A. Applied Music:

Faculty teaching applied music are paid at the following rate per 50-minute academic hour:

| 2021-2022 | 2022-2023 | 2023-2024 | 2024-2025 |
|-----------|-----------|-----------|-----------|
| \$55.62 | \$57.28 | \$58.99 | \$60.52 |

For bargaining unit eligibility, each student in private lessons represents .6 LHE.

B. <u>Nurses performing Clinical Assignments</u>:

Nurses on clinical assignments perform two types of responsibilities: Patient Assessment/Clinical Patient Evaluation (PA/CPE) and clinical rotations on the clinical floor with students. PA/CPE responsibilities are paid at the following rate per clock hour:

| 2021-2022 | 2022-2023 | 2023-2024 | 2024-2025 |
|-----------|-----------|-----------|-----------|
| \$30.12 | \$31.02 | \$31.95 | \$32.78 |

Clinical rotations are paid at the following rate per 50-minute academic hour:

| Step | 2021-2022 | 2022-2023 | 2023-2024 | 2024-2025 |
|------|-----------|-----------|-----------|-----------|
| 1 | \$52.73 | \$53.15 | \$53.58 | \$54.01 |
| 2 | \$53.87 | \$54.31 | \$54.74 | \$54.97 |
| 3 | \$54.47 | \$55.48 | \$55.93 | \$56.16 |
| 4 | \$55.62 | \$56.10 | \$57.14 | \$57.38 |
| 5 | \$60.51 | \$61.42 | \$62.34 | \$63.28 |

For step advancement, hours are converted to LHEs at the rate of 45 clock hours per LHE (1 clock hour = 1.2 academic hours). All begin at Step 1 and advance a step on completing 1 year of service, defined as two semesters of at least 3 LHEs (3 LHEs = 135 clock hours = 112.5 academic hours). On reaching Step 5, a nurse remains in that step and continues to be paid the Step 5 rate.

C. Librarians:

Adjunct faculty librarians are scheduled to work clock hours and paid at their step rate defined in Article 9.2. Librarians' clock hours are converted to LHEs as follows:

| Academic | | |
|-----------|------------------|--|
| Year | 1 LHE equals | |
| 2021-2022 | 37.5 clock hours | |
| 2022-2023 | 37.5 clock hours | |
| 2023-2024 | 37.5 clock hours | |
| 2024-2025 | 37.5 clock hours | |

Adjunct faculty librarians are paid for work scheduled and performed on campus. Their hourly compensation encompasses all work performed, including preparations.

D. <u>Coaches:</u>

The distribution of coaches' load between terms may be adjusted, by mutual agreement, to ensure compliance with maximum load limits described in Article 2 above.

| Creart | Title | Primary | LHEs Assigned | | | |
|--------------------|-------------|---------------|---------------|------|--------|--------|
| Sport | Title | Season | Total | Fall | Spring | Summer |
| Cheer | Head Coach | Fall & Spring | 6 | 3 | 3 | 0 |
| Cross Country | Head Coach | Fall | 5 | 4 | 1 | 0 |
| Golf | Head Coach | Fall | 9 | 6 | 3 | 0 |
| Golf | Asst. Coach | Fall | 3 | 2 | 1 | 0 |
| Half Marathon | Head Coach | Fall | 2 | 2 | 0 | 0 |
| Indoor Track | Head Coach | Fall & Spring | 5 | 2 | 3 | 0 |
| Men's Baseball | Head Coach | Spring | 11 | 4 | 7 | 0 |
| Men's Baseball | Asst. Coach | Spring | 7 | 3 | 4 | 0 |
| Men's Basketball | Head Coach | Fall & Spring | 11 | 5.5 | 5.5 | 0 |
| Men's Basketball | Asst. Coach | Fall & Spring | 7 | 3 | 4 | 0 |
| Men's Soccer | Head Coach | Fall | 11 | 6 | 4 | 1 |
| Men's Soccer | Asst. Coach | Fall | 6 | 5 | 1 | 0 |
| Men's Tennis | Head Coach | Spring | 6 | 2 | 4 | 0 |
| Outdoor Track | Head Coach | Spring | 5 | 1 | 4 | 0 |
| Volleyball | Head Coach | Fall | 11 | 7 | 4 | 0 |
| Volleyball | Asst. Coach | Fall | 6 | 6 | 0 | 0 |
| Women's Basketball | Head Coach | Fall & Spring | 11 | 5.5 | 5.5 | 0 |
| Women's Basketball | Asst. Coach | Fall & Spring | 7 | 3 | 4 | 0 |
| Women's Soccer | Head Coach | Fall | 11 | 6 | 4 | 1 |
| Women's Soccer | Asst. Coach | Fall | 6 | 5 | 1 | 0 |
| Women's Softball | Head Coach | Spring | 11 | 4 | 7 | 0 |
| Women's Softball | Asst. Coach | Spring | 6 | 1 | 5 | 0 |
| Women's Tennis | Head Coach | Fall | 6 | 4 | 2 | 0 |

E. Embedded Tutors:

Embedded tutors, including ROAD Math tutors, work concurrently with an instructor in a designated class for the duration of the course and are paid on the basis of a 50-minute academic hour for the hours the class meets. They are paid at their step rate in Article 9.2 using the formula of 45 academic hours per LHE (45 academic hours = 37.5 clock hours).

F. Adjunct faculty tutors working in the Learning Center:

Tutors first hired prior to August 1, 2013 are paid their step rate in Article 9.1 using the 45 clock hours per LHE formula.

Tutors first hired after August 1, 2013 are paid hourly at the rates below, entering at Step 1. Step advancement occurs upon completing two semesters of tutoring. On reaching Step 4, a tutor remains in that step and continues to be paid the Step 4 rate.

| MA/CPA Step | 2021-2022 | 2022-2023 | 2023-2024 | 2024-2025 |
|-------------|-----------|-----------|-----------|-----------|
| 1 | \$24.68 | \$24.88 | \$25.08 | \$25.28 |
| 2 | \$25.21 | \$25.42 | \$25.62 | \$25.73 |
| 3 | \$25.81 | \$25.96 | \$26.18 | \$26.29 |
| 4 | \$26.57 | \$26.97 | \$27.37 | \$27.78 |
| | | | | |
| PhD Step | 2021-2022 | 2022-2023 | 2023-2024 | 2024-2025 |
| 1 | \$26.16 | \$26.37 | \$26.58 | \$26.80 |
| 2 | \$26.72 | \$26.95 | \$27.16 | \$27.27 |
| 3 | \$27.36 | \$27.52 | \$27.75 | \$27.87 |
| 4 | \$28.16 | \$28.59 | \$29.01 | \$29.45 |

G. <u>Adjunct Faculty Assigned as Academic Program/Department Coordinators/Chairs</u> For LHE compensation for adjunct faculty assigned as academic program/department coordinators and for adjunct faculty assigned for special programs, refer to the following Dean's Guidelines:

Deans Guideline: Coordination of Major College-wide Initiatives Deans Guidelines: Alternate Time for Department/Program Management

9.4 LHE Formulas for Other Compensation:

For most hourly assignments not previously described, hours are converted to LHEs at the rate of 45 clock hours per LHE (.0222 LHEs per hour) and paid according to the schedule in Article 9.1. Such assignments include the following, subject to the conditions described:

| Assignment | Conditions/Limitations | Pay formula |
|------------------------------|---|---------------------|
| Enrollment in CPD courses | courses meeting 11.25-hours or more | |
| | LHEs based on hours, type of | |
| | responsibility, and commitment | |
| Sponsor an academic | required, as determined by Dean in | |
| student club/organization | consultation with Director of Student | |
| | Life and Campus Inclusion and | |
| | approved by VPAA | |
| Peer resource person for | 15 hours per adjunct faculty member | |
| fellow adjunct | assigned up to limit of 3 LHEs per term | |
| Curriculum development | LHEs recommended by Dean, | |
| Curriculum development | approved by Council of Deans and | |
| (preparation of new course | Provost and Vice President for | |
| proposal/syllabus) | Academic Affairs | |
| MCAT reading | Readers: .022 LHE per clock hour | 45 clock hours per |
| WSAT reading | Organizers: .0275 LHE per clock hour | LHE |
| Orientation Week | Attendance required (see Article 3.4B) | i.e. |
| department meetings | Attendance required (see Article 3:4B) | 1.e. |
| Dept./division voluntary | 25 LUE par competer (coo Article 2.44) | .0222 LHE per clock |
| meeting package | .25 LHE per semester (see Article 3.4A) | hour |
| | Attendance required for new faculty. | noui |
| New Faculty Orientation | 4-week hybrid orientation (10-12 | i.e. |
| | hours; 0.222-0.2664 LHEs); See Article | 1.0. |
| | 3.4D | LHEs = clock |
| Institutional committees | Subject to appointment (as identified | hours/45 |
| | by AFA and VPAA) | nours/ 45 |
| Other directed work (short- | Recommended by chair, but can only | |
| term projects, mandatory | be assigned by Dean/Director | |
| training, isolated meetings) | | |
| | Develop and/or evaluate a | |
| | course/program or general education | |
| Student Learning Outcomes | assessment as assigned by | |
| Assessment | department/program (does not | |
| | include required activities in Art. 3.3). | |
| | Hours determined by mutual | |
| | agreement. | |
| College-mandated new hire | This does not include state or federally | |
| training (e.g., IT, Oakton | mandated employee training for | |
| Policies, Contract Review) | institutions of higher education. | |

Exceptions to the 45 clock hours per LHE rule:

| Assignment | Conditions/Limitations | Pay formula |
|---|--|---|
| Search committees | Includes other College-wide committees requiring extensive work outside committee meeting time (e.g., Curriculum Committee) | .033 LHE per clock hour |
| Substitution (short term, per class) | Substitutes must maintain scheduled office hours, except as approved by Dean | .029 LHE per 50-minute academic hour |
| Long-term substitution | Continuously for more than 4 weeks (2 weeks in summer) | pro-rata at the adjunct faculty member's step rate for the period covered |
| Withdrawn/canceled courses | See Article 2.6 | \$160/ section 3-10 calendar days before course starts \$225/ section <3 days before course starts |
| New adjunct mentorship program | Upon completion of training and submission of meeting log | Mentors: .15 LHE per mentee |
| | Incoming facilitator receives one- time .3 LHE training | Facilitator: .65 LHE |
| Orientation Week Participation Package | At least 3 hours (see Article 3.4B) | .048 LHE |

9.5 <u>Benefits:</u>

- A. <u>Credit Union</u>: Adjunct faculty members shall have the right to join and to use the Premier Credit Union if such shall be allowed by the credit union.
- B. <u>Tax Sheltered Annuity</u>: Adjunct faculty members may invest in the available tax-sheltered annuity program at Oakton Community College.
- C. <u>Tuition and Fee Waiver</u>: An adjunct faculty member or their family member (as described below) may receive a tuition waiver for up to 4 College credit courses per semester and 2 in summer. This includes the adjunct faculty member, children, domestic partner, and spouse-by marriage or civil union living in the same household. The College will waive up to \$125 in fees per 12-month college year for the adjunct faculty member or their family member. Eligibility for tuition waiver for summer courses is based on having been a member of the bargaining unit (as defined in Art. 1.1 Association Recognition) during the immediately preceding spring semester.

Domestic partnership is defined by the criteria established by the Department of Human Resources for the administration of employee benefits.

- D. <u>SURS Employment Dates</u>: As described elsewhere in this contract, adjunct faculty members' course assignments require that some of their work is conducted before and after the period when classes are in session. For the purposes of reporting adjunct faculty members' employment information to the State Universities Retirement System (SURS), the College will record an adjunct faculty member's dates worked for each semester as follows:
 - the work start date for a semester will be the "Faculty Return" date indicated in the Academic Calendar;
 - the work end date will be the "Grades Due" date indicated in the Academic Calendar.

This shall be the case irrespective of actual start and end dates for class sessions. This practice will take effect at the start of the Fall 2018 semester.

- E. <u>Senior Lecturer Status</u>: Adjunct faculty with 22 or more semesters of seniority who have consistently demonstrated professional development and strong classroom performance may apply for honorary status of Senior Lecturer. Applications will be reviewed by a joint committee of the AFA and the College.
- F. <u>Emeritus Status</u>: An adjunct faculty member who retires from the College after at least 22 semesters of service may request an Emeritus appointment within four years of the effective date of retirement starting with retirements submitted to HR after August 2021. Requests are due December 15th of the academic year before the appointment is to be effective. Requests should be directed to the Provost/Vice President for Academic Affairs by mail or email. If approved by the Board of Trustees, the appointment is effective the term immediately following the effective date of retirement. Emeritus appointments are effective for ten years, at the end of which application for subsequent re-appointment must be made.

Emeritus faculty members will be entitled to have their names listed in a section of the College catalog, to receive a tuition waiver for up to four credit hours during an academic year, including summer, to access full library services, and to retain their Oakton email account with access permissions at the student level.

Article X Duration of Contract

10.1 <u>Effective Date and Duration</u>: This agreement shall be effective August 16, 2021 and shall continue in effect until the day before the start of the Fall 2025 academic term.

Date Executed:

Board of Trustees Oakton Community College Adjunct Faculty Association of Oakton Community College

Chairperson

President

Secretary

Member, Negotiating Team

Member, Negotiating Team

Member, Negotiating Team

Glossary

<u>Absences</u>: When an adjunct faculty member cancels or is not present for a scheduled class session, the absence will be classified either as authorized or unauthorized as follows:

- **Unauthorized**: when the assigned faculty member cancels or does not attend the class without prior notification to students and division office and does not have a valid reason for being absent.
- Authorized: when the faculty member is absent but has given prior notification to the students and division or, if notification is not given, has a valid reason for being absent. Examples of valid reasons include but are not limited to sickness, bereavement, or professional conferences. Adjunct faculty should notify students and their division office of emergency absences as soon as practicable.

Academic Hour: A period of 50 minutes.

<u>Academic Year</u>: The fall and spring semesters.

<u>Adjunct Faculty</u>: All part-time faculty who have been assigned a load of at least 6 LHEs in the current semester; or who have been assigned no fewer than 3 LHEs in the current semester and 6 LHEs in either of the two previous semesters, not including the summer. Semesters shall include interim terms associated with that semester.

<u>Association</u>: Association is a synonym for the Adjunct Faculty Association of Oakton Community College, IEA-NEA (AFA). Another synonym is "Adjunct Faculty Association."

Bargaining Unit: The group of part-time faculty who satisfy the definition of adjunct faculty (above) shall be called members of the bargaining unit. See the recognition clause in Article 1.1.

<u>College year:</u> the twelve-month period including fall semester, spring semester, and the immediately following summer term.

Days: except where otherwise indicated, "days" in this agreement will refer to calendar days. "Business days" will refer to Monday through Friday, excluding College holidays or days on which the College is closed because of weather or other emergency. "Business Days" during summer session shall be days Monday through Thursday if the College is closed on Friday.

Diminished Capacity: A reduced ability to understand or an alteration to a person's mental state, usually the result of brain injury, alcohol or drug abuse, Alzheimer's disease or other factors which exist at the time of teaching or performing other duties that raise the issue of whether the person is able to perform the functions of his or her employment.

Domestic Partnership: A domestic partnership is a legal or personal relationship between two individuals who live together and share a common domestic life but are neither joined by marriage nor a civil union. Domestic Partners are also individuals who are jointly responsible for each other's common welfare and can demonstrate this by providing proof of at least 3 of the following: A DP Affidavit (received in the HR office); a joint mortgage or lease; beneficiary designation on life, retirement plan or a will; power of attorney for property or health care; or joint ownership of banking account or motor vehicles.

Interim Terms: For the purposes of LHE load limits, LHEs earned during an interim term will be counted as follows:

Winterim is associated with Spring Semester. Summer Interim I is associated with Summer Term. Summer Interim II is associated with Summer Term.

LHE: Lecture Hour Equivalent, or LHE, is the unit of workload for all adjunct faculty assignments. Normally, LHEs assigned for a course are equal to the credit hours for that course (but see exceptions in Article 9 above). LHEs are used for the purposes of determining pay, bargaining unit membership, maximum assignment loads, and seniority. For these purposes all adjunct faculty assignments, even those compensated on a flat rate or hourly basis, are converted to LHEs using the formulas in Article 9, Compensation.

Notification: While it is the practice of the College to use Oakton email as its primary mode of correspondence, official notifications may also be sent as postal mail, certified mail or overnight carrier. Interoffice mail will be used only when the faculty member is at work on campus and classes are in session. See Article-3.2B Instructional Responsibilities and Related Duties for College standards for responding to emails from students and colleagues.

Qualified: Qualified includes, but is not limited to the academic credentials, training, classroom evaluations, recent teaching and other work experience, currency in discipline-related technology, pedagogical techniques in the classroom, and fulfillment of minimum qualifications for Oakton Community College Faculty as listed in the <u>Titles and Qualifications document</u> prepared by the Academic Council (currently located under "Faculty" in the HR Forms and Documents channel of the HR, Payroll & CPD tab in myOakton.)

<u>**Remediation**</u>: The formal process where a faculty member, whose performance of responsibilities has fallen below satisfactory levels as evaluated by the department chair or discipline coordinator, can attempt to remedy deficiencies to continue employment with Oakton Community College.

<u>Semester</u>: The Fall and the Spring academic term.

<u>Seniority</u>: Seniority is accrued by carrying an LHE load of 3 or more LHEs in an academic term and is expressed as a number of terms. Seniority determines the order in which courses are assigned to adjunct faculty members. See 2.4, Initial Course Assignments.

- For all academic terms prior to Summer 2022: Seniority was accrued by carrying an LHE load of 3 or more LHEs in a Fall or Spring semester. Summer term teaching prior to Summer 2022 does not count toward seniority.
- Beginning Summer 2022: Seniority is accrued by carrying an instructional load (teaching and tutoring) of 3 or more LHEs in any academic term (Fall, Spring, or Summer). Adjunct faculty can accrue up to two terms of seniority during any academic year. Seniority can be earned in the Fall semester, Spring Semester, or Summer Term (or in any interim academic session).

<u>Term</u>: any period of instruction, including Fall Semester, Spring semester, Summer term and interim terms.

Year of Service: Years of service determine the salary step for all LHE-based compensation (see Art. 9.2 above). Years of service are determined by the following:

• Fall 2021 through Summer 2023:

The completion of two semesters (fall or spring) with an instructional load (teaching and tutoring) of at least three LHEs. A year of service may consist of two fall semesters, two spring semesters, or one fall and one spring semester, and the two semesters need not be consecutive. This definition will be discontinued at the end of the Summer 2023 term.

• Beginning Fall 2023:

The completion of two academic terms (fall, spring, or summer) with an instructional load (teaching and tutoring) of at least 3 LHEs. Instructional load of at least 3 LHEs in any one term earns ½ year of service. A year may consist of any two terms (fall, spring, or summer), which need not be consecutive. An adjunct faculty member may not accrue more than 1 year of service per academic year. This formula is not retroactive to previous academic years.

Attachment A

Adjunct Scheduling Preference Form

Complete this form with as much detail as possible to provide information about your qualifications and availability to teach. Required fields are marked with a *.

Adjunct faculty are required to submit this preference form to receive teaching assignments. A department may use an additional scheduling form to supplement the information provided in this form. Each department's program needs, your qualifications, and your seniority are all part of the determination for teaching assignments.

Please be aware that your submission of this document is a request for a teaching assignment, not a guarantee.

*Date:

*Name:

*Contact information Email:

Phone:

(Please note that all electronic communications concerning teaching assignments will be sent to your **Oakton email address**.)

*Please select the term for this request: [drop down menu]

___I am not interested in teaching for the term selected. If you are not interested in teaching for the current term, do you expect to teach in future terms at Oakton? _____Yes ____No

If you do not expect to teach in future terms, please indicate the reason for this. _____ I am planning to retire

_____ I have employment elsewhere

_____ Other

*Select a department:

[drop down menu]

(Submit a unique/separate request for each department in which you teach.)

*The courses I prefer to teach:

(Only list courses you are qualified to teach. Please do not include specific sections)

| ualified and willing to teach the |
|-----------------------------------|
| # |
| d? |
| |

*Select days and times for teaching.

(The first three weeks of faculty student interaction during class are essential for student success. If you have conflicts during the first weeks of the semester, consider requesting late start classes.)

Late start courses:

following courses:

_____I prefer to teach late start courses this semester

_____I will consider teaching late start courses this semester. Please contact me.

_____I do not want to teach late start courses this semester.

*Days and Times I prefer for teaching:

*If my preferred days/times are not available, I will consider teaching courses offered at the following days and times.

_____ Please contact me if courses are available at these times.

*Days and Times I am NOT available for teaching.

_____Des Plaines _____Skokie (RHC) ______No Preference

_____I am willing to teach at both campuses this term.

*Online and Hybrid Courses

Do you have the required qualifications to teach online courses? (See contract section 2.1, Qualifications) _____Yes ____No

_____I prefer to teach online courses this semester.

_____I can ONLY teach online courses this semester.

_____I prefer to teach hybrid (part online and part in-person) courses this semester.

Number of LHEs (teaching and non-teaching) Requested for This Term

*Teaching LHEs I am requesting for this term in this department

_____LHE

I have also requested teaching LHEs in another department.

____No ____Yes Department ______

*Non-Teaching LHEs

_____I understand that non-teaching assignments will contribute to my LHE total for each semester.

Non-Teaching LHE assignments may include, but are not limited to: Departmental Meetings or the Meeting Package/Contract Orientation Week Participation Package Faculty Seminar Honors Contracts Tutoring WSAT Readings College-wide or Search Committees

Total LHEs may not exceed 13 LHEs in a Fall or Spring semester or 27 LHEs in an academic year which includes Fall, Spring and Summer.

Comments:

Complete and submit this form no later than 2 calendar weeks after receiving notification from your dean, which should be 60 days prior to the start of registration for the upcoming term.

The Adjunct Faculty Association (AFA) contract describes the rules and guidelines for the course assignment process.

Attachment B ADJUNCT STAFFING GUIDELINES FOR CHAIRS AND COORDINATORS

| | Fall/Spring semester | |
|--------------------|--|--------------------|
| Annual load limits | load limits | Summer load limits |
| Maximum: 27 LHEs | Maximum: 12 LHEs (flexibility to 13 with prior approval of your dean) | Maximum: 9 LHEs |

Special conditions apply to asynchronous online courses, reserve sections, embedded tutors, adjunct faculty librarians, and adjunct faculty teaching outside their discipline of hire. See 2.4B.

ORDER OF ASSIGNING COURSES FOR FALL AND SPRING

- 1. Assign one section of a course to adjunct faculty who have developed that specific course, irrespective of mode of delivery (e.g., online or hybrid section) provided qualifications are met.
- In order of seniority, assign 6 LHEs to 22+ semester adjunct faculty. This does not mean that the most senior person necessarily gets all their first choices. It means that all the adjunct faculty in the 22+ semester group get assignments before other adjunct faculty with less seniority, if there are not enough course sections to go around.
- 3. In order of seniority, assign 6 LHEs to 11+ semester adjunct faculty. If there are not enough LHEs to give 6 LHEs to all adjunct faculty in this group, each instructor gets one class before anyone gets two.
- 4. In order of seniority, assign 6 LHEs to all other adjunct faculty and part-time faculty. If there are not enough LHEs to give 6 LHEs to all in this group, each instructor gets one class before anyone gets two.
- 5. In order of seniority, assign additional courses one course at a time in accordance with the preference form, up to the relevant load limits. This means that all adjunct faculty are assigned one additional course before anyone is assigned a second additional course.

ORDER OF ASSIGNING COURSES FOR SUMMER

- 1. In order of seniority, assign adjunct faculty one course each, not to exceed the maximum annual and summer load limits.
- 2. In order of seniority, assign adjunct faculty additional courses one at a time in accordance with the preference form, not to exceed the maximum annual and summer load limits.

Attachment C Forms and Documents for Classroom Observation and Faculty Evaluation

A. Evaluation Procedure Letter

Date:

Dear,

Oakton Community College has implemented an adjunct faculty classroom observation process to help recognize and foster teaching excellence.

You are receiving this letter because this is your first term, fifth term, or fifth academic year (or a multiple of five academic years teaching at Oakton. Your chair or coordinator will make an appointment with you to observe your class. Copies of the classroom observation preparation form and observation rubric are attached, and are also available on the <u>Adjunct Faculty Channel</u> of MyOakton.

What's the Timeline?

- <u>First Term</u>: During an adjunct faculty member's first term (Fall, Spring, or Summer) teaching at Oakton, they will be observed by their-Chair/Coordinator using the attached rubric.
- <u>Fifth Term</u>: The second classroom observation will be held during the fifth term of teaching (Fall, Spring or Summer) so that the adjunct faculty member may plan development activities to include in their continued eligibility report due after five academic years of teaching at the College. Again, the Chair/Coordinator will observe the faculty member.
- <u>Fifth Academic Year</u>: The next observation will be held by the end of the adjunct faculty member's fifth academic year of their service and once every five academic years thereafter. These observations again are to be completed by the Chair/Coordinator in collaboration with the Dean of Curriculum and Instruction.

What's The Process?

- 1) Your Chair or Coordinator will make an appointment with you to observe your class at a mutually agreed upon time and date. Observations are to be completed by the end of the semester following receipt of this notification.
- 2) You should complete the "Preparation for Observation" form prior to the classroom observation and return it to your Chair or Coordinator.
- 3) The observation will occur at the agreed upon time.
- 4) Following the observation, the Chair or Coordinator will meet with you to discuss the observation.
- 5) After the Chair or Coordinator and you make any comments and sign the form, the observation form must be returned to the Division Dean with a copy sent to me, the Dean of Curriculum and Instruction.

This classroom observation will provide you with valuable information to validate your excellent teaching, provide feedback for areas that may need development, and ultimately increase the success of our Oakton students. Any suggestions your chair or coordinator make may help you plan your professional development activities in the future.

If you have any questions about the process, please contact your Chair, Coordinator, Dean or me. We look forward to working with you to implement this process. We believe this system will better serve the needs of both our faculty and students and further our strategic goal of academic excellence.

Sincerely,

Ruth Williams, Dean of Curriculum and Instruction

Copies: Chair: Dean: Attachments Included: Observation Rubric Preparation Form

Attachment C Forms and Documents for Classroom Observation and Faculty Evaluation

B. Preparation for Observation of Faculty

Before each classroom observation, the faculty member being observed will receive a copy of the faculty observation rubric. In addition, the faculty member will complete this form and submit it to the observer. Copies of materials to be used in class can be attached or given to the observer at the beginning of class. Please use additional paper as needed.

| Instructor | Course and Section |
|---------------------|--------------------|
| Date of Observation | Observer |
| | |

1. What is the main objective of the class session to be observed? How does this support the generic course learning objectives?

2. How are you planning to achieve this objective?

3. How does this class session fit in with your overall course plan?

4. Is there anything in particular that you would like the observer to pay special attention to?

5. Is there anything that the observer should be aware of such as special circumstances, problem student(s), etc.?

Attachment C Forms and Documents for Classroom Observation and Faculty Evaluation

C. Faculty Classroom Observation Rubric

| Faculty being observed | | Observer | |
|------------------------|-----------------------|----------|------------------------|
| Course/Section | Date being observed _ | | Total Semesters taught |

| Area Being evaluated | Unsatisfactory | Marginal | Average | Strong | Outstanding | Not Observed (NO) |
|-----------------------------------|--|--|---|--|---|----------------------|
| Goals & Objectives | Has no stated or perceived goals and class activities do not support course objectives. | Explanation of goals is weak, missing or does not support specific course objectives. | Explanation of goals is not explicitly clear and class session goals may not support course objectives. | Goals are sufficiently clear and adhere to course objectives. | Specifically writes goals on board and/or states class goals, which support course objectives. | |
| | COMMENTS | | | | | |
| Organization of lesson plan | Has no lesson plan, or has a plan which is rambling, disjointed or does not relate to the objectives of the course. | Has a lesson prepared but it does not support course objectives, or the lesson plan loses focus at points. | Has a lesson plan but does not utilize previous lessons to scaffold students' learning of material and provides some learning opportunities | Has a lesson plan prepared which follows course outlines and provides learning opportunities. | Is very well organized and builds the lesson utilizing previous lessons to scaffold students' learning of the material. | |
| | COMMENTS | | | | | |
| Use of Class Time | Valuable class time is wasted or seriously misallocated in ways that do not support course objectives, and/or the class started significantly late or ended significantly early. | Spends more class time off subject than on; in addition, time for class activities is miscalculated so as to be too rushed or too slow for the students, or the class started a few minutes late or ended a few minutes early. | Spends some time off subject or miscalculates time for some class activities so as to be too rushed or too slow for students. | Uses class time in a well-planned and well-paced fashion. | Utilizes every moment of student contact as a learning opportunity. Time is allocated very well for planned activities and appropriate student engagement. | |
| | COMMENTS | | | | <u> </u> | <u> </u> |

| Area Being evaluated | Unsatisfactory | Marginal | Average | Strong | Outstanding | Not Observed (NO) |
|---------------------------------|--|--|--|--|---|----------------------|
| Classroom Management | Control of the classroom environment and/or student activities is significantly lacking, and elicits a sense of chaos that does not support course objectives. The students are unprepared and/or significantly off task. | Classroom management is either too stifling or too lax. The majority of students may lack class materials or are not prepared. On occasion, students are not kept on task. | Some but not all class activities, including discussions are adequately managed. Some students may lack class materials or are not prepared. | All class activities, including discussions, are adequately managed. The majority of students seem prepared for class and are kept on task. | All class activities, including discussions, are managed very well. | |
| Area Being evaluated | COMMENTS | Marginal | Average | Strong | Outstanding | Not Observed (NO) |
| Subject Matters Expertise | Knowledge of, or explanation of current developments in the subject matter are significantly lacking. | Knowledge of, or explanation of current developments in the subject matter are inconsistent at best. | Demonstrates adequate knowledge of current developments in the subject. | Demonstrates adequate knowledge of current developments in the subject matter and explains those developments sufficiently well to the students. | Demonstrates superior knowledge of current developments in the subject matter and explains those developments well to the students. | |
| | COMMENTS | | | | | |
| Teaching Methodologi es | Appears to have little or no knowledge of current teaching methodologies and therefore does not use them in the classroom, thereby hindering student learning. | Appears to have knowledge of some current teaching methodologies, but does not apply them consistently in the classroom. | Demonstrates adequate knowledge of current teaching methodologies and at times uses that knowledge to help students learn the subject matter. | Demonstrates adequate knowledge of current teaching methodologies and uses that knowledge to help students learn the subject matter. | Demonstrates superior knowledge of current teaching methodologies and applies that knowledge in ways that stimulate independent learning in the students. | |
| | COMMENTS | | | | I | L |
| Presentation & Delivery | Classroom presentation is unprofessional, unclear and/or very confusing. Delivery is monotonous and/or dull. | Classroom presentation is unclear and confusing. Delivery is weak. | Classroom presentation is at times clear and at times unclear or the delivery is at times weak. | Classroom presentation is clear and direct. Delivery is adequate and engaging. | Classroom presentation is professional, clear and eloquent. Delivery is stimulating and dynamic. | |
| | COMMENTS | | | | | |

| Area Being evaluated | Unsatisfactory | Marginal | Average | Strong | Outstanding | Not Observe (NO) |
|----------------------------|---|---|---|---|--|---------------------|
| Student Involvement | Does not provide opportunities for students to become involved, does not promote questions or discussion nor allows for group work. | Provides very few opportunities for students to become involved, to work with the subject matter or to ask questions. | Provides for student involvement through one or two of the following: questions, class activities, discussions and/or group work. | Provides for student involvement through questions, class activities, discussions, and/or group work. | Ample opportunity is provided in the classroom for student activities such as questions, activities, reflection and/or group work. | |
| | COMMENTS | | | | | I |
| Rapport | Exhibits a lack of respect towards students, and does not know their names. Classroom atmosphere is sterile and/or cold. | Knows students' names but does not interact sufficiently with students to build a comfortable classroom atmosphere. | Demonstrates adequate rapport with students. Knows students' names and interacts with some students. | Demonstrates good rapport with students. Knows students' names and provides for an adequately comfortable classroom atmosphere. | Demonstrates superior rapport with the students. Knows students' names and appears to have built a strong classroom atmosphere of collegiality and respect. | |
| Area Being evaluated | COMMENTS | Marginal | Average | Strong | Outstanding | Not Observe (NO) |
| | | | | | | |
| Technology | Exhibits little or no use of available and appropriate technologies in either classroom management or instruction. | Uses available teaching technologies in a minimal manner within the classroom or for classroom management but not both. | Uses available teaching technologies in an adequate manner, or in appropriate measure both within the classroom and for classroom management. | Uses available teaching technologies in an adequate manner, and in appropriate measure, both within the classroom and for classroom manage- ment. | Uses a variety of available teaching technologies in an integrated and logical manner, and in appropriate measure, both within the class- room and for classroom management | |
| Technology | use of available and appropriate technologies in either classroom management or | teaching technologies in a minimal manner within the classroom or for classroom management but not | teaching technologies in an adequate manner, or in appropriate measure both within the classroom and for classroom | teaching technologies in an adequate manner, and in appropriate measure, both within the classroom and for classroom manage- | available teaching technologies in an integrated and logical manner, and in appropriate measure, both within the class- room and for | |

¹ The Key Performance Indicators for Oakton's Critical Thinking General Education Learning Outcome can be found at https://catalog.oakton.edu/general-education/.

| Area Being evaluated | Unsatisfactory | Marginal | Average | Strong | Outstanding | Not Observed (NO) |
|--|---|---|---|--|---|----------------------|
| | COMMENTS | | | | | |
| Cultural Competence | Fosters a classroom environment that is dismissive, disrespectful and exclusionary; does not consider the academy a place of free and unfettered inquiry. | Does not consistently foster a classroom environment that is supportive, respectful and inclusionary. | On occasion does not maintain a classroom environment that is acceptably supportive, respectful and inclusionary. | Maintains a classroom environment that is acceptably supportive, respectful and inclusionary, and where the academy is a place of inquiry. | Intentionally creates and fosters a classroom environment that is supportive, respectful and inclusionary, and where the academy is a place of vibrant inquiry. | |
| | COMMENTS | | | | | |
| In Class Assessment of Student Learning Levels | Is oblivious to student learning levels and uses no formal or informal techniques to determine if students understand the material being covered in the class. | Shows some awareness of student learning levels but uses little or no formal or informal techniques to determine if students understand the material being covered in the class. | Shows adequate awareness of student learning levels but uses some formal and/or informal techniques to determine if only some students understand the material being covered in the class. | Is aware of student learning levels and uses some formal and/or informal techniques to determine if students understand the material being covered in the class. | Is highly attentive to student learning levels and consistently uses both formal and informal techniques to determine if students understand the material being covered in the class. | |
| | COMMENTS | | | | | |

Additional Comments by the Observer:

Comments by the Faculty:

| Observer's Signature: | Date: |
|---|-------|
| Faculty's Signature: | Date: |
| Dean's Signature: | Date: |
| Dean of Curriculum & Instruction Signature: | Date: |

Paper/electronic copies of this completed form with signatures should be sent to the Division Dean and the Dean of Curriculum and Instruction.

Rev: 10/1/2017

Attachment C Forms and Documents for Classroom Observation and Faculty Evaluation

D. Faculty Online Class Observation Rubric

| | | D. Faculty On | | | | |
|-----------------------------------|---|---|---|--|---|-------------------------|
| Faculty b | eing observed | Obs | server | | | |
| Course/S | ection | Date | _Semesters Taug | ght online | _ | |
| | | | | | | |
| Area Being evaluated | Unsatisfactory | Marginal | Average | Strong | Outstanding | Not Observed (NO) |
| Goals & Objectives | Has no stated or perceived goals and class activities do not support course objectives. | Explanation of goals is weak, missing or does not support specific course objectives. | Explanation of goals is not explicitly clear and class session goals may not support course objectives | Goals are sufficiently clear and adhere to course objectives. | Specifically states class goals, which support course objectives. | |
| | COMMENTS | _ | | _ | - | |
| Organization of Unit or Module | Has no unit or module plan, or has a plan which is rambling, disjointed or does not relate to the objectives of the course. | Has a lesson prepared but it does not support course objectives, or the lesson plan loses focus at points. | Has unit or module plan but does not utilize previous lessons to scaffold students' learning of material and provides some learning opportunities | Has a unit or module plan prepared which follows course outlines and provides learning opportunities. | Is very well organized and builds the units utilizing previous lessons to scaffold students' learning of the material. | |
| | COMMENTS | 1 | | | | |
| Use of Course Time | Valuable course time is wasted or seriously misallocated in ways that do not support course objectives. | Time for course activities is miscalculated so as to be too rushed or too slow for students | Spends some time off subject or time for some course activities is miscalculated so as to be too rushed or too slow for students | Course is well planned and well- paced | Time is allocated very well for planned activities and appropriate student engagement | |
| | COMMENTS | | | | | |
| Subject Matters Expertise | Knowledge of, or explanation of current developments in the subject matter are significantly lacking. | Knowledge of, or explanation of current developments in the subject matter are inconsistent at best | Demonstrates adequate knowledge of current developments in the subject | Demonstrates adequate knowledge of current developments in the subject matter and explains those developments sufficiently well to the students. | Demonstrates superior knowledge of current developments in the subject matter and explains those developments well to the students. | |

sufficiently well to the students.

| | COMMENTS | | | | | |
|------------------------------|---|--|---|---|--|-------------------------|
| | | | | | | |
| Area Being evaluated | Unsatisfactory | Marginal | Average | Strong | Outstanding | Not Observed (NO) |
| Teaching Methodologies | Appears to have little or no knowledge of current online teaching methodologies and therefore does not use them in the course, thereby hindering student learning. | Appears to have knowledge of some current online teaching methodologies, but does not apply them consistently in the course. | Demonstrates adequate knowledge of current online teaching methodologies and at times uses that knowledge to help students learn the subject matter. | Demonstrates adequate knowledge of current online teaching methodologies and uses that knowledge to help students learn the subject matter. | Demonstrates superior knowledge of current online teaching methodologies and applies that knowledge in ways that stimulate independent learning in the students. | |
| | COMMENTS | | | | · | |
| Use of Internet Resources | Does not take advantage of relevant internet sites. | Includes some links to internet resources, but their purpose or relationship to learning outcomes is unclear. | Includes links to some internet resources that are relevant to student learning outcomes. Some may lack currency. | Internet resources are usually current. They are relevant to and supportive of student learning outcomes. | Internet resources are always relevant to and supportive of student learning. They are current and their connection to course learning objectives is clear. | |
| | COMMENTS | | | | | |
| Content & Delivery | Online course content is unprofessional, unclear and/or very confusing. Delivery is monotonous and/or dull. | Online course content is unclear and confusing. Delivery is weak. | Online course content is at times clear and at times unclear or the delivery is at times weak. | Online course content is clear and direct. Delivery is adequate and engaging. | Online course content is professional, clear and eloquent. Delivery is stimulating and dynamic. | |
| | COMMENTS | | | | | |
| Critical Thinking | Does not support or encourage students' ability to think critically ² ; delivers content in a rote manner | Has not deliberately created an environment where students engage in critical thinking ¹ but does respond to student inquiry. | Has deliberately created an environment where students engage in critical thinking ¹ but does not facilitate the progression of critical thought. | Has deliberately created an environment where students engage in critical thinking ¹ and facilitates the progression of critical thought in one part of the class meeting. | Has deliberately created an environment where students engage in critical thinking ¹ and facilitates the progression of critical thought in more than one part of the class meeting. | |
| | COMMENTS | | | | | |
| | | | | | | |

² The Key Performance Indicators for Oakton's Critical Thinking General Education Learning Outcome can be found at https://catalog.oakton.edu/general-education/.

| Cultural Competence | Fosters an environment that is dismissive, disrespectful and exclusionary; does not consider the academy a place of free and unfettered inquiry. | Does not consistently foster an environment that is supportive, respectful and inclusionary; | On occasion does not maintain an environment that is acceptably supportive, respectful and inclusionary Considers the academy as a limited place of inquiry | Maintains an environment that is acceptably supportive, respectful and inclusionary, and where the academy is a place of inquiry. | Intentionally creates and fosters an environment that is supportive, respectful and inclusionary, and where the academy is a place of vibrant inquiry. | |
|--|---|---|--|--|--|-------------------------|
| Area Being evaluated | COMMENTS Unsatisfactory | Marginal | Average | Strong | Outstanding | Not Observed (NO) |
| In Class Assessment of Student Learning | Is oblivious to student learning and uses no formal or informal techniques to determine if students understand the material being covered in the class. | Shows some awareness of student learning but uses little or no formal or informal techniques to determine if students understand the material being covered in the class. | Shows adequate awareness of student learning but uses some formal and/or informal techniques to determine if only some students understand the material being covered in the class. | Is aware of student learning and uses some formal and/or informal techniques to determine if students understand the material being covered in the class. | Is highly attentive to student learning and consistently uses both formal and informal techniques to determine if students understand the material being covered in the class. | |
| | COMMENTS | 1 | | | | |

Additional Comments by the Observer:

Comments by the Faculty:

| Observer's Signature: | Date: |
|-------------------------------------|-------|
| Faculty's Signature: | Date: |
| Dean's Signature: | Date: |
| Dean of Curriculum and Instruction: | Date: |

All online courses will also be reviewed by a distance learning technology team with special attention given to Oakton standards as expressed in the Oakton Community College Online Rubric, 2nd Edition, 2012 and other standards. As needed a lead member of that team will join in meetings with the faculty member and observer.

Paper copies of this completed form with signatures should be sent to the Division Dean and the Dean of Curriculum and Instruction.

Rev: 11-9-21

Attachment D Continued Eligibility Form

Adjunct faculty members are expected to engage in professional development and institutional service activities relevant to teaching and learning. Once every five academic years, adjunct faculty members must provide evidence of having completed such activities to remain eligible for continued employment.

Adjunct faculty may consult with their chair or coordinator to identify appropriate professional development activities for their teaching discipline. Their approval does not guarantee that expenses incurred will be reimbursed from professional development funds.

By June 1 following their fifth year of service (or multiple thereof), the adjunct faculty member will submit evidence of continued eligibility to their department chair or coordinator. Evidence of three activities over five years must be provided, at least two of which must be professional development activities. At least one of the professional development activities must be used to maintain currency in the adjunct faculty member's content area or industry. The Provost and Vice President for Academic Affairs or designee(s) shall determine the acceptability of evidence for continued eligibility.

Please use this form to list activities you have undertaken and attach any relevant documentation (e.g., copy of transcript, portfolio demonstrating professional development, conference or workshop registration, publication, CEU's, etc.)

Date:

Name: Signature:

Department and Division:

List Professional Development Activities* Relevant to Your Teaching Assignment. A minimum of two activities is required in this category. One of the professional development activities must be used to maintain currency in your content area or industry. Please attach supporting documentation.

| Activity | Sponsor (if relevant) | Date |
|----------|-----------------------|------|
| | | |
| | | |
| | | |

List any activities that demonstrate Institutional or Community Service**. Please attach supporting documentation.

| Activity | Sponsor (If Relevant) | Date |
|----------|-----------------------|------|
| | | |
| | | |
| | | |

In 200 words or less, please indicate how these activities enhance your teaching effectiveness in the area(s) of your teaching assignment and/or your effectiveness to support student learning and the college's strategic goals.

Five Year Continued Eligibility Goals: Identify at least three activities you plan on completing or being involved in as you consider your work at Oakton over the next five years (e.g. Participate in a program offered by the Center for Professional Development or participate in the student engagement project for at least one semester): 1.

2.

3.

Reviews/Approvals:

| | _ Yes | No |
|---|-------|------|
| Review of Department Chair/Coordinator: | | Date |
| | _ Yes | _ No |
| Review of Division Dean: | Da | te |
| | _Yes | No |

Approval of Provost and Vice President for Academic Affairs or designee: Date

If approval is not granted, the Provost and Vice President for Academic Affairs or designee will specify the reason(s) that the professional development activity is not appropriate.

The completed and signed form is to be submitted to the department chair/coordinator and subsequently placed in the faculty member's Personnel File.

*Sample Professional Development Activities:

- Center for Professional Development offerings and online learning platform (e.g., D2L) trainings
- Completion of a graduate or undergraduate course relevant to the teaching assignment
- Creative works relevant to teaching assignments (e.g., films, sculptures, etc.)
- Earned continuing education units
- Earned licensure or certification
- Orientation week and Learning Day sessions
- Other workplace training relevant to the teaching assignment
- Participation in a professional development activity relevant to the teaching assignment
- Preparation of a portfolio demonstrating professional development activities/content currency
- Presentation or participation in a professional conference or workshop, including Oakton programs
- Publication of an article or book

**Sample Institutional Service Activities:

- Adjunct faculty mentor
- Development of departmental/program assessments
- Facilitation or leadership of a co-curricular activity
- Master course shell development
- Meeting commitment package
- Participation in a college-wide student success initiative
- Participation in a grant project
- Participation in Persistence Project
- Service on a college-wide, department, or division committee
- Student club advisor
- Study Breakfast volunteer

**Community service activities should be related to your teaching discipline (consult your chair/coordinator).

Attachment E Deans' Guideline: Intervention/Remediation Process for Adjunct Faculty [2022]

This document details the intervention/remediation process as described in Section 3.11 and covers the instructional responsibilities and related duties listed in Section 3.2.

Steps in the Intervention/Remediation Process

- 1. The Remediation Process is initiated, generally, by an unsatisfactory classroom observation, a serious complaint, or a pattern of failure to fulfill professional responsibilities.
- 2. Prior to initiating the process, normally the chair/coordinator will meet with the adjunct faculty member to discuss the issue(s), hear the faculty member's response and determine a course of action to address the issue(s), as appropriate. The faculty member is entitled to have an AFA representative present at this meeting.
- 3. If resolved at this stage, the Remediation Process is not pursued.
- 4. If the issue is not resolved and the problem persists, the chair/coordinator asks the dean to convene a remediation meeting.
- 5. The dean schedules the meeting, including notification to the AFA. The dean will inform the adjunct faculty that they are entitled to have an AFA representative present.
- 6. The meeting is held, and the dean writes a memo to document the proceedings, following the template below.
- 7. Remediation activities may be scheduled during the summer term, by mutual consent, if the faculty member is teaching.
- 8. If the adjunct faculty member fulfills the terms of the remediation, the matter is concluded, and the dean issues a second memo to document this.
- 9. Five years after a successful remediation, any documents relating to the remediation will be expunged at the adjunct faculty member's request.
- 10. If the adjunct faculty member has not fulfilled the terms of the remediation within the prescribed time frame, the faculty member shall not be assigned courses in subsequent terms.
- 11. At the Dean's discretion, the remediation period may be extended.
- 12. The College and the AFA agree that the Deans' Guideline: Intervention/Remediation Process for Adjunct Faculty will not be changed during the life of the contract without mutual agreement of the parties.

Template for the Dean's Remediation Report Memo

- 1. Names of those present at meeting, the date of the meeting, and the circumstances for initiating the remediation
- 2. Summary of the discussion: the issue(s) and any clarifications by faculty member
- 3. List of actions to be taken to remedy the issue(s), with deadlines for specific actions, if appropriate.
- 4. Anticipated completion date of process and evidence to be provided of successful completion
- 5. Memo is sent by the dean to the faculty member, with copies to the chair and the AFA.
- 6. Memo is retained in the faculty member's (unofficial) division file.
- 7. Upon successful completion of remediation, a second memo is issued to state that fact and also filed in the division file.

Attachment F Process for Disciplinary Action

This procedure will be followed in instances when disciplinary action is contemplated against an adjunct faculty member for just cause. Additional procedures may be applicable if an alternative process is mandated by Board policies (e.g., harassment or sexual misconduct). The faculty member and the Association will be notified if this is the case. For misconduct involving instructional responsibilities and related duties (Art. 3.2 of the Adjunct faculty contract), a separate procedure, outlined in Article 3.11 and Attachment F of the Adjunct Faculty contract, will be followed.

Pre-Disciplinary Meeting

Except in a serious emergency, prior to the implementation of any disciplinary action against a faculty member, the Assistant Vice President of Academic Affairs or designee will conduct a meeting with such adjunct faculty member.

Pre-disciplinary meetings may be conducted by the department chair or supervisor, with notice to the applicable dean. However, disciplinary action can only be imposed by the dean or higher level administrator, in consultation with HR.

- 1. Prior to the pre-disciplinary meeting, the AFA and the adjunct faculty member will be notified of
 - the time and place of the meeting,
 - the adjunct faculty member's right to bring either an AFA representative or another faculty or staff member of their choosing
 - nature and timeframe (if known) of the alleged misconduct
 - reference to any relevant Board, College, or department/division policies, if known.
- 2. At the pre-disciplinary meeting the adjunct faculty member shall be apprised of the reasons for the contemplated disciplinary action and shall be given an opportunity to respond and present evidence relevant to the alleged misconduct prior to a determination.

Investigation

Prior to making a decision regarding the alleged misconduct and prior to taking disciplinary action, the College will

- 1. investigate the facts in order to determine if the adjunct faculty member engaged in the alleged misconduct
- 2. give the accused faculty member the opportunity to present relevant evidence.
- 3. In pursuing its investigation, the College may conduct follow up interviews or request written statements from witnesses.

Outcome

The College will base its decision and the severity of any disciplinary action on relevant evidence summarized in an investigation findings outcome letter which will be shared with the adjunct faculty member. Disciplinary action can only be imposed by the dean or higher level administrator, in consultation with HR. Should the adjunct faculty member consider any such discharge or disciplinary

action to be improper, they may grieve the matter in accordance with provisions of Article 6.3 Grievance Procedure.

Template for Pre-disciplinary Meeting Notice:

First Name Last Name

Address

Address

RE: Pre-Disciplinary Meeting

CC: Adjunct Faculty Association

Dear Name,

The purpose of this communication is to inform you that your presence is required at a pre-disciplinary meeting.

Disciplinary action is being considered for the following:

- [Identify/Insert bullet pointed list of actions being considered for discipline]
- [Insert any relevant Board, College, or department/division policies, if known]

The meeting will be held [include date, time, location]. Because disciplinary action is being considered you are entitled to have either an AFA representative or another faculty or staff member of your choosing present for this meeting.

Sincerely,

Name

Title

Attachment G Memoranda of Understanding

MEMORANDUM OF UNDERSTANDING SURS

This Memorandum of Understanding is entered into between Oakton Community College Adjunct Faculty Association ("AFA") and Oakton Community College (the "College").

Upon ratification of the collective bargaining agreement for 2021-2025 the College and AFA mutually agree to the following as it relates to SURS:

- 1. Upon request submitted through the payroll portal after 10 years of service with the College and once every five years thereafter, or upon request when an adjunct faculty member leaves College employment, the College will provide the following information, using the adjunct faculty member's current pay rate at the time work is performed:
 - a. First and last name
 - b. Work begin date for each continuous period of work
 - c. Work end date for each continuous period of work
 - d. Gross pay for each period worked
 - e. Percent of full time for each work begin and end dates as will be reported upon retirement.

Note: Questions and concerns about these reports should be addressed to the College's payroll department. Requests submitted through the <u>payroll portal</u> on MyOakton in the Payroll channel will receive a response within two weeks.

- 2. The College will review and revise the existing percent of time worked formulas consistent with SURS guidelines and provide quarterly reports regarding its development to the AFA. If practicable, the new formula will be implemented by the start of the 2022-23 academic year. Upon determination of a new formula or maintenance of the status quo, the AFA may engage in mid-term bargaining upon request with the College, which may include revising or deleting the contract section "SURS Employment Dates" (section 9.4E in the 2017-21 CBA/also 9.5D in current contract) prior to implementation.
- 3. The College will develop an adjunct Notice of Appointment form issued each term an adjunct faculty member is employed to indicate terms of employment including faculty return date, grades due date, class start and end date, current rate of pay.
- 4. The College will provide information on the <u>Adjunct Faculty Channel</u> of MyOakton on how adjunct faculty members can go to the SURS website to check SURS estimates of service credit.
- 5. The College will research and determine the feasibility of reporting percent of time worked in the Faculty Load and Compensation (FLAC) module of Banner for each individual adjunct faculty member going forward. The College will provide quarterly reports to the AFA regarding its development of this capability. If practicable, the new information will be implemented by the start of the 2023-24 academic year.

These actions will be completed no later than the end of the 2021-2025 collective bargaining agreement unless otherwise specified herein.

MEMORANDUM OF UNDERSTANDING Working Group – Payment Process Improvement

This memorandum of understanding is being entered into between the Adjunct Faculty Association (AFA) and Oakton Community College (the College).

Upon ratification of the CBA, the AFA and the College agree to form a joint working group of an equal number of adjunct faculty chosen by AFA and members chosen by the College (up to 4 each), to perform the tasks listed below:

- Gather information
- Develop processes and procedures to improve tracking and payment of LHEs for instructional and noninstructional work, up to and including automation;
- Develop improvements to procedures for reimbursement (e.g. for travel and professional development expenses). Such processes may include an electronic record system permitting adjunct faculty to learn the status of payment requests.

The target date for completion of the working group's efforts is one calendar year from the ratification of the CBA.

Adjunct faculty who serve on the working group will be compensated at the 45 hours/LHE rate, up to 1.0 LHE per adjunct faculty member for a total of 4LHEs.

The parties agree that this MOU is not subject to the contract grievance procedure.

Memorandum of Understanding Exploratory Committee: Full-Time Faculty Apprenticeship Program for Adjunct Faculty

This memorandum of understanding is being entered into between the Adjunct Faculty Association (AFA) and Oakton Community College (the College).

The AFA and the College agree to form a joint exploratory group of an equal number of adjunct faculty chosen by AFA and members chosen by the College (up to 3 each), to perform the tasks listed below in this time frame:

- Gather information
- Develop a proposal for a Full-Time Faculty Apprenticeship Program for Adjunct Faculty
- Submit a proposal to President's Council

Upon ratification of the CBA, the exploratory group will begin work to develop a proposal for a Full-Time Faculty Apprenticeship Program for Adjunct Faculty. Within one calendar year of the ratification date, the proposal will be presented to the President's Council for consideration.

Adjunct faculty who serve on the exploratory group will be compensated at the customary 45 hours/LHE rate, up to 0.5 LHEs per adjunct faculty member. If work exceeds 22.5 hours, additional hours will be compensated at the 45 hrs./LHE rate.

The parties agree that this MOU is not subject to the contract grievance procedure.

Memorandum of Understanding Working Group: Proposal for Awards/Incentives

This memorandum of understanding is being entered into between the Adjunct Faculty Association (AFA) and Oakton Community College (the College).

Upon ratification of the CBA, the AFA and the College agree to form a joint working group of an equal number of adjunct faculty chosen by AFA and members chosen by the College (up to 3 each), to perform the tasks listed below within one calendar year:

- Gather information
- Develop a proposal to identify ways (e.g., awards, incentives) to recognize adjunct faculty members' who demonstrate outstanding engagement in the life of the college, especially through institutional service. Submit said proposal to President's Council.
- Develop a procedure for awarding Senior Lecturer status (for 22-semester+ adjunct faculty)

Adjunct faculty who serve on the working group will be compensated at the meeting rate, 45 hours/LHE. The parties agree that this MOU is not subject to the contract grievance procedure.

Memorandum of Understanding: Collegiality and Recognition

This memorandum of Understanding is entered into between the Adjunct Faculty Association (AFA) and Oakton Community College (the College) this 8th day of June 2017.

Based upon AFA and the College's shared interest in celebrating the accomplishments of all faculty, the AFA and the College agree to:

--Schedule a poster session during Orientation Week to recognize faculty publications and other professional accomplishments

--Develop a process to post information about faculty accomplishments on the college and/or divisional/departmental websites

--Involve adjunct faculty in first year faculty activities, such as

-Breakfast/lunch with the President

-New Faculty Reception during orientation week

The parties agree that this MOU is non-contractual, nor subject to the contract grievance procedure.

Cherry L. Mayer

Adjunct Faculty Association President

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Chief Human Resources Officer