

2009-10 through 2012-13

# 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, recognize that each party's interests are best served by working together and dealing with each other on the basis of mutual respect and shared interests, attempting in all good faith to live up to the spirit of this Agreement and to take this good faith approach in resolving differences that may arise from conflicting interpretations of the provisions of this Agreement.

## Article I Recognition

- 1.1 Association Recognition: 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 "Adjunct Faculty") as the sole bargaining agent for part-time faculty who meet one of these criteria:
- A. Course instructors: teaching at least six (6) credit hours in the current semester or who are teaching no fewer than three credit hours and have taught at least six credit hours in either of the two previous semesters, not including the summer.
  - B. Counselors: working a minimum of 192 hours in the current semester as counselors or working no fewer than 96 hours in the current semester and have worked a minimum of 192 hours in either of the two previous semesters, not including the summer. For the purposes of unit eligibility, 192 hours is equivalent to 6 credit hours.
  - C. Clinical instructors: working a minimum of 96 hours in the current semester in health career program clinical assignments or working no fewer than 48 hours in the current semester and have worked a minimum of 96 hours in either of the two previous semesters, not including the summer. For the purposes of unit eligibility, 96 hours is equivalent to 6 credit hours.
  - D. Applied music instructors for private lessons: providing instruction to a minimum of 8 students in the current semester or providing instruction to a minimum of 4 students in the current semester and have provided instruction to a minimum of 8 students in either of the two previous semesters, not including the summer. For the purposes of unit eligibility, 8 students is equivalent to 6 credit hours.
  - E. Coaches: assigned a coaching load of at least six (6) LHEPF's in the current semester or who are coaching no fewer than three LHEPF's and have coached at least six LHEPF's in either of the two previous semesters, not including the summer.

For the purposes of unit eligibility, an adjunct faculty member who is assigned a combination of course instruction, coaching, counseling, clinical instruction and/or applied music private lessons will have credit hours and credit hour equivalencies combined.

- 1.2 Scope of Negotiations: 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 Management Rights: The Adjunct Faculty recognizes and acknowledges that the Board of Trustees 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 of Trustees and Adjunct Faculty affirm and accept the principle of good faith collective bargaining.
- 1.31 No Strike. The Adjunct Faculty agrees that it will not, during the term of this Agreement, initiate, sanction, or encourage its members to engage in any unlawful strike or work stoppage on the part of its members.
- 1.4 Association Rights:
- A. The Adjunct Faculty Association will be furnished with a schedule of regular meetings of the College Board of Trustees, a copy of meeting agendas and any notice of special meetings of the Board of Trustees in a prompt and timely fashion. A copy of approved Board minutes shall be made available to the Association President or designee.
  - B. The Association shall be provided with a room for its use which may be used as an office.
  - C. Meeting Rooms/Interoffice Mail/E-Mail/Use of Equipment:
    - 1. The Association shall have the right to use meeting rooms for Association business and shall have the right to use inter-campus mail and e-mail. In each part-time faculty office the Association shall have one bulletin board provided by the Board for Association notices.
    - 2. 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 concerned with the implementation of new technologies or technology policies that will impact the working conditions of adjunct faculty.

1.5 Fair Share:

- A. Each bargaining unit member who, as of October 1, fall semester and/or March 1, spring semester, or as a result of late start courses, meets the conditions of Association membership defined in Article I, 1.1 shall, as a condition of employment, join the Adjunct Faculty Association or pay a fair share fee to the Association equivalent to the amount of dues uniformly required of members of the Association, including local, state and national dues. 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 adjunct and part-time faculty who have received teaching assignments. The Association will prepare a list of adjunct and part-time faculty to be given to the College who have either elected to have full (or local only) union dues and fair share fees deducted from their pay. The Adjunct Faculty Association President 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 Administration as soon as possible of the names of those adjunct faculty members who meet the conditions of Association membership due to late starting courses.
- B. The Board shall deduct the fair share fee from the wages of the non-member.
- C. Such fee shall be paid to the Association by the Board no later than ten (10) days following deduction.
- D. In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
1. The Employer gives prompt notice of such action in writing to the Association and permits the Association intervention as a party if it so desires, and
  2. The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.
- E. The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's non-negligent compliance with this Article. It is expressly understood that this hold harmless provision will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this Article.

- F. The Association shall certify to the Board the amount of the annual fair share fee, not to exceed the dues uniformly required of members of the Association. The Association acknowledges its obligation to provide non-members with the basis for the calculation of the fair share fee. The Association shall further certify to the Board that “Notice of Fair Share” has been posted in accordance with IELRB rules and regulations. No payroll deduction of fair share fees shall be made until at least fourteen (14) days after such certification. Such fair share payments shall be deducted by the Board on a pro-rata basis from the earnings of the non-members on the same time schedule as Association dues and be paid to the Association. The amount certified by the Association shall not include any fees for contributions related to the election or support of any candidate for political office. Nothing in this Section shall preclude the non-member from making voluntary political contributions in conjunction with his or her fair share payment.
- G. This fair share agreement shall safeguard the right of non-association of employees based upon bona fide religious tenets or teaching of a church or religious body of which such employees are members or a belief sincerely held with the strength of traditional religious views. Such employees may be required to pay an amount equal to their fair share under this Agreement to a non-religious charitable organization mutually agreed upon by the employee affected and the Association, or if no mutual agreement is reached, from an approved list of charitable organizations established by the Illinois Educational Labor Relations Board.
- H. Non-members who object to the amount of the fair share fee have the right to file objections with the Illinois Educational Labor Relations Board.

#### 1.6 Payment for Association Business.

The Adjunct Faculty Association shall receive payment for LHEPF’s to transact the business of the Association for each school year as follows (a school year is defined as the beginning of the fall semester through the day prior to the start of the next fall semester):

Academic Year	LHEPF’s
2009-2010	21
2010-2011	21
2011-2012	21
2012-2013	21

The Association will receive an additional 3 LHEPF in 2012-2013 to reflect the additional time demands on the officers for bargaining a successor contract. The Association may receive additional LHEPF's payment to transact Association business. When the number of part-time and adjunct faculty employed increases over the number employed in the Fall 2008 semester on October 15th (551), the Association will receive one additional LHEPF in compensation for use in the subsequent Spring semester(s) of the academic year for every 24 additional part-time and Adjunct faculty employed.

## **Article II Working Conditions**

- 2.1 **Bargaining Unit Lists:** The Adjunct Faculty Association will be furnished all Board agenda materials with information regarding the employment of faculty. If written permission to give out a residential telephone number is given by an adjunct faculty member on the 'Schedule of Courses' form, the Association shall have access to that number kept in each Division Office.
- 2.2 **Meeting Schedules and Attendance**
- A. Adjunct faculty shall receive notification of their academic departmental and division meetings in the same mailings as notification is given full-time faculty, and may attend such meetings. Adjunct faculty who voluntarily attend departmental and division meetings will be compensated at a rate defined in Article 8.2(E). Compensation for attendance at departmental/division meetings is subject to the \$300 limit of stipend based pay per academic term.
- B. When the College requires attendance at an on-campus orientation workshop, training or informational session, the College will compensate that attendance at a rate stipulated in Article 8.2 (E). 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/Director in consultation with the faculty member.

<b>Type of Meeting</b>	<b>Compensation</b>
Department, division, orientation, training, informational session as defined in Article II, Section 2.2 2009-10 through 2011-12	\$22 per hour
Department, division, orientation, training, informational session as defined in Article II, Section 2.2 2012-13	\$24 per hour
New faculty orientation (required)	\$35 per hour
Non-search committee meetings as defined in Article II, Section 2.7, B2	Substitute pay rate \$30 per hour

- 2.3 **Credit Union:** Adjunct faculty members shall have the right to join and to use the Maine Township Schools Credit Union if such shall be allowed by the credit union.

2.4 Tax Shelter Annuity: Adjunct faculty members may invest in the available tax sheltered annuity program at Oakton Community College.

2.5 Qualifications:

- A. Eligibility to Teach Courses: Adjunct faculty members shall be eligible to teach only those courses for which they are qualified under the qualifications policy (ies) of the College.
- B. Changes in Qualifications for Teaching a Subject Area: When the qualifications required of faculty to teach in a subject area are changed, the adjunct faculty member will ordinarily be allowed to continue teaching while he or she is taking steps to obtain the new qualifications required. The period of time allowed to obtain the new qualifications will ordinarily be up to one year. The College will provide financial assistance for tuition or workshop registration fees for adjunct faculty members who have taught for a minimum of 11 semesters, subject to approval of the Vice President for Academic Affairs and the availability of funds.

2.6 Teaching Assignments:

A. Course Assignments — General Principles:

1. The Dean of the appropriate division officially assigns adjunct faculty members' courses for all academic semesters and terms. It is recognized that the Dean may work through department chairs and coordinators in discharging this responsibility.
2. All adjunct faculty members receive and complete the **Adjunct Scheduling Preference Form** (appearing in the contract as "Attachment A") on which they indicate their availability to teach by day, time, and campus for the following semester. Notice will be given to adjunct faculty no less than 3 calendar months prior to the start of an academic term or semester by the college administration.

Additionally, adjunct faculty who have 22 or more prior semesters' service who wish to state their availability and commitment to teach 6 or more LHEPF's in the subsequent fall and spring semesters will also complete the **Adjunct Commitment Contract** (appearing in the contract as "Attachment B"). The Department of Human Resources will send letters by February 1 to adjunct faculty who will meet or exceed this criteria after the spring semester of the academic year. These faculty will return the **Adjunct Commitment Contract** by March 1 to their department chair or coordinator.



3. One or both completed forms (“Attachments A and B”) shall be returned to the department chair or coordinator within two weeks of the distribution date. Assignments will be made to faculty qualified to teach the course and be at a teaching load of at least 6 LHEPF’s.
4. Wherever possible, courses assigned to adjunct faculty will fall within the adjunct faculty’s stated availability in the completed **Adjunct Scheduling Preference Form** (“Attachment A”), provided that the adjunct faculty member meets Oakton qualifications for these courses.
5. A course cannot be assured for an adjunct if a course for which the adjunct is eligible is not available within the time frame the adjunct has identified on the **Adjunct Scheduling Preference Form**.
6. An adjunct faculty member will indicate within two weeks of being offered a teaching assignment whether he/she will accept or decline the offered course(s). This time period is required for full consideration.
7. An adjunct faculty member is expected to notify the department chair or division Dean as soon as possible if the adjunct cannot fulfill a commitment to teach a course.
8. The regular teaching load for an adjunct faculty member during a semester will not exceed 12 LHEPF’s, except where one of the course assignments includes ARC 110, ARC 120, ARC 171, ARC 172, CHM 207, CHM 223, CHM 224, CHM 230, ELT 101, PHY 221, PHY 222, and PTA 105. Exceptions may be made to meet instructional needs. Such exceptions must be approved by the Vice President for Academic Affairs and notification provided to the President of the Adjunct Faculty Association.

B. Seniority:

A seniority list shall be compiled by Human Resources and sent to, updated, and retained by each department chair or coordinator. Upon request by the Association or any adjunct faculty, this list shall be available for review. This list shall be used for determining seniority.

Adjunct faculty members shall be classified into levels of seniority based on fall and spring term teaching assignments at Oakton (excluding summer terms). Classification will take place at the beginning of each semester, excluding summers, so that the classification into a level can be used for assignments for the semester following the one in which classification is made. Classifications are based on completed semesters of teaching, not semesters in progress.

Level I: Adjunct faculty who have taught fewer than 11 semesters may not be reassigned a course from other adjunct and part-time faculty.

Level II: Adjunct faculty who have taught 11 or more semesters may be reassigned a course from Level I adjunct and part-time faculty.

C. Initial Course Assignments: The Board acknowledges that a reasonable effort should be made to assure the assignment of courses to the more senior adjunct faculty members who are fully qualified by virtue of the academic credentials, training, administrative classroom evaluations, recent teaching and other work experience, currency in discipline and discipline-related technology, pedagogical techniques in the classroom, fulfillment of minimum qualifications as listed in the current “Titles and Qualifications for Oakton Community College Faculty” document prepared and distributed by the Academic Council, and who have had a continuing history of successful performance at Oakton Community College. The making of such an assignment shall be within the sole discretion of the Board of Trustees.

1. 22 or More Semester Adjuncts: The first priority in course assignments is the group of adjunct faculty who have taught 22 or more semesters at the College. These adjuncts who seek assignments of six LHEPF’s shall receive their assignment prior to the assignment of any other adjunct faculty members. They must have submitted their Adjunct Commitment Contract and their Adjunct Scheduling Preference Form to their department chair or coordinator.
2. All Adjuncts: Adjunct faculty requesting an assignment of six (6) LHEPF’s shall receive this assignment before any faculty member receives additional credit hours. If assignment of six LHEPF’s cannot be provided to all adjunct faculty members who request them, the most senior, qualified faculty will be given first priority. Seniority is based upon semesters taught at Oakton, excluding summers. In case of a tie in seniority, course assignments will be determined by lottery.

Once all current adjunct faculty have been assigned 6 LHEPF’s and additional courses remain, adjunct faculty requesting 9 LHEPF’s (3 courses) may be assigned 9 LHEPF’s. The additional LHEPF’s shall be assigned on the basis of seniority.

3. Adjunct faculty members who develop a course under provisions of Article II, 2.8 (A)(3) of this contract shall be given priority for assignment to at least one section of the course each time that it is offered, subject to contract assignment and reassignment provisions.
4. Every effort will be made to assign 6 LHEPF’s to adjunct faculty members who meet the above criteria in the fall semester and in the spring semester.

5. The 6 LHEPF commitment made by adjunct faculty under this provision is for courses only, and may be fulfilled with tutoring or other assignments that carry LHEPF's only with the approval of the dean or appropriate director.
- D. Reassignment of Courses: When appropriate under the conditions stated here, the Dean or designee shall make assignments to eligible adjunct faculty members' course section(s) that had previously been assigned to another adjunct or part-time faculty member.
1. An adjunct faculty member may not be reassigned courses previously assigned to another adjunct or part-time faculty member who has special skills, knowledge or certification germane to the particular course or section. In addition, an adjunct faculty member may not be assigned to a course section designated for a specific instructional approach or audience in ways such as, but not limited to, mode of delivery, venue or special audience.
  2. In addition, adjuncts may be reassigned to courses previously assigned to other adjuncts or part-time faculty members in conformity with the following provisions:
    - Level I: Adjunct faculty who have taught fewer than 11 semesters may not be reassigned a course from other adjunct or part-time faculty.
    - Level II: Adjunct faculty who have taught 11 or more semesters may be reassigned a course from Level I adjunct and part-time faculty.
      - a. The adjunct faculty member has been assigned and then lost, due to low enrollment or to accommodate a full-time faculty member's need for load, a section or sections resulting in the adjunct's load falling below 6 LHEPF's for that term.
      - b. The adjunct faculty member must have taught the course at Oakton to which he/she is reassigned during the three years prior to the term in which reassignment takes place, or have the Dean's approval to teach the course.
      - c. Reassignment will be on the basis of seniority with the least senior part-time or adjunct faculty member in Level I being bumped first.
      - d. Reassignment will apply only until such time as the adjunct faculty member's load reaches 6 LHEPF's. Once this threshold is reached, no additional reassignments shall be made at the cost of another adjunct's load.

- e. Ordinarily, the reassigned course that meets the above criteria should be within the time period the adjunct has indicated on the original Adjunct Scheduling Preference Form.
  - f. Ordinarily, when other options are available, an adjunct faculty member will not be moved out of the course if this would cause the adjunct faculty member to lose all of his or her courses for that term. Further, an adjunct faculty member shall not lose all courses to which initially assigned unless a senior adjunct faculty member who meets the criteria specified above has lost all courses and has no assigned load for the term.
- E. Payment for Withdrawn or Reassigned Courses: The College also recognizes that courses assigned to, but then withdrawn, from an adjunct faculty member may have already been prepared for at the cost of time. Therefore, if within seven calendar days or fewer before the official first day the course is scheduled to begin in any given term an adjunct faculty member's assigned course is cancelled, or is reassigned to a full-time faculty member who is in need of a course to complete a full load, or to another adjunct under terms of Article 2.6 (C), and if a replacement course is not offered, the College will pay a fifty dollar stipend for the first credit hour of the withdrawn course and twenty-five dollars for every credit hour thereafter.
- F. Cancellation of "High Risk" Sections: If an adjunct faculty member agrees to teach a section that is designated "high risk" and the section is canceled, a stipend will be paid in accordance with the terms outlined above. Generally, "high risk" sections will be those scheduled to begin between 2:00 p.m. and 4:00 p.m., Monday through Friday, and those targeted to limited enrollment populations. Other circumstances may dictate the expansion of this designation. The Dean, with the approval of the Vice President for Academic Affairs, will designate those sections considered "high risk" prior to assignment.

## 2.7 Special Assignments:

- A. LHEPF-Based Assignments: An adjunct faculty member may be compensated on an LHEPF basis for some activities including, but not limited to, the following:
- 1. An adjunct faculty member who is appointed by the College administration to sponsor an academic student club will be compensated on an LHEPF basis. The number of LHEPF's appropriate to a given advisor will be determined by the kind of responsibility and commitment demanded. The number will be recommended by the Dean/Director in consultation with the Director of Student Activities and approved by the Vice President for Academic Affairs.

2. An adjunct faculty member who is appointed to serve as a peer resource person will be compensated one (1) LHEPF for every three adjunct faculty members with whom he/she works. No adjunct faculty member will be assigned more than three (3) LHEPF's for these activities during any given term.
3. An adjunct faculty member who agrees to prepare a new course proposal and/or syllabus will be compensated on an LHEPF basis. The number of LHEPF's appropriate to a given course will be recommended by the Dean in consultation with the faculty member and as approved by the Academic Council and the Vice President for Academic Affairs. This provision applies to all course/syllabus development regardless of mode of delivery.

LHEPF-based assignments will be included in the calculation of an adjunct faculty member's load.

- B. Stipend-Based Assignments: An adjunct faculty member may be compensated by stipend for some activities assigned outside of load including, but not limited to, the following:

1. WSAT test administration and/or readings.
2. Specified committee assignments as mutually agreed upon by the Association and the Vice President for Academic Affairs. Such assignments will be paid at \$30.00 per hour.

Based on institutional need, such committee assignments normally will comprise those committees addressing teaching/learning issues and college-wide governance.

Assignment to search committees pertinent to adjunct faculty members' interests will be compensated at \$35.00 per hour, and does not count toward the stipend based pay limit. This hourly rate would also apply to other College committees requiring extensive out-of-meeting assignments, as agreed to at time of the appointment.

Total stipend based pay is not to exceed \$1,000 per academic semester.

- C. Contracts and compensation for services provided for the Alliance and Business Institute are not subject to any terms of this Agreement.

- 2.8 Tuition and Fee Waiver: An adjunct faculty member may enroll in a total of four (4) College credit courses for the family (the adjunct, children, domestic partner, spouse) living in the same household as depicted in the chart below. The College will also waive up to \$100 in fees per academic year. The fee waiver may also be used by an adjunct faculty member or the immediate family, as long as the aggregate total cost of fees waived does not exceed \$100.

Faculty members teaching at least 3 LHEPF's who had been adjunct faculty in the previous term, excluding summer, and who lost eligibility due to course cancellations or reassignments, shall also be eligible for the tuition and fee waiver.

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

Term in which person is eligible for adjunct faculty status or has lost eligibility due to course cancellations or reassignments:	Terms in which family may take courses:
Fall	Fall, spring, summer
Spring	Spring, summer, fall

No more than four courses can be earned in any qualifying period (fall, spring and summer terms).

2.9 Professional Development Conferences: Adjunct faculty members may be eligible for approved travel and expenses for professional conferences, workshops and meetings, with higher priority given to those meeting in the Chicago area. Each request for professional development monies must be submitted in advance to the respective Dean/Director to whom the adjunct reports. Authorization will be contingent upon the estimated value of the professional meeting to the faculty member and to the College, the instructional time (if any) that would be lost to the College, the number of requests for reimbursement submitted by an individual adjunct, and the availability of funds. All such determinations shall not serve as precedent.

2.10 Office Hours:

- A. Adjunct faculty members shall schedule one (1) academic office hour weekly for each three (3) credit course taught. In the event that an adjunct faculty member's teaching assignment results in two or more office hours per week, the faculty member may schedule up to 25 percent (25%) of the total office hours per week on-line.
- B. Office hours for courses taught in a compressed timeframe will be pro-rated such that the same total of office hours is maintained as would be required for a course scheduled over the entire semester.
- C. Article 8 compensation is based in part upon the office hour(s) included herein.

2.11 Notification of Available Full-Time Positions:

- A. When a new full-time faculty position is authorized, or an existing full-time faculty position is to be filled, a notification of such position will be posted in each adjunct faculty office
- B. Adjunct faculty members who apply for full-time positions and who meet the required qualifications will be considered qualified applicants. Ordinarily, if

there are qualified adjuncts 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 adjuncts initially interviewed be fewer than one.

2.12 Absences:

- A. Adjunct faculty members who must miss a scheduled course or laboratory must notify their department chair or division office in advance, when possible. Sudden absences must be reported in as timely a fashion as possible.
- B. The salary of an adjunct faculty member who has excessive unexcused or non-emergency absences will be adjusted on a pro-rated basis for these absences. Ordinarily 20% is considered “excessive.” The Dean or designee shall determine when absences are excessive, based on the 20% criterion.

2.13 Jury Duty: An adjunct faculty member may be absent to appear in court as a jury member or as a witness in a criminal 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 the school 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.

### **Article III**

#### **Standards of Professional Conduct and Responsibilities**

3.1 Professional Conduct: Each adjunct faculty member shall meet generally accepted standards of professional conduct. Professional conduct includes but is not limited to being prepared for and meeting courses and laboratories at scheduled times, compliance with departmental and institutional policies and procedures including but not limited to submission of midterm and final grades, keeping office hours, decisions regarding instructional matters such as texts, assignments and grading standards, and adhering to provisions of this contract. Faculty who do not consistently meet these standards as evaluated by the Dean or designee, may be dismissed from current assignments and may not be eligible for future assignments.

Professional Responsibilities, Teaching and Related Tasks: In addition to meeting the standards of professional conduct, teaching faculty are expected to perform the following activities which include but are not limited to: the construction of a course syllabus, consistent with the generic course syllabus, that stipulates course objectives, content, and grading criteria; preparation of course presentations and instructional materials, delivery of instruction; consultation with and evaluation of students; the maintenance of clear records on student performance, as well as any other factors, such as attendance involved with the grading of the students; participation and compliance with department decisions regarding instructional matters such as texts, assignments, and grading standards; participation in department and/or institutional assessments of student learning; participation in department and/or institutional surveys; and compliance with institutional procedures. Salary is paid to the adjunct faculty member in accordance with contractual terms as compensation for these tasks.

Professional conduct and responsibilities are not subject to remediation.

- 3.2 Assessment of Student Learning: 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.
- 3.3 Remediation of Teaching Deficiencies: If Oakton seeks not to reemploy on a permanent basis an adjunct faculty member who meets the unit membership criteria as defined in Article 1.1 of this Agreement in six of the last eight semesters (exclusive of the summer session) for failure to adequately perform Professional Responsibilities, Teaching and Related Tasks, Oakton shall notify the Adjunct Faculty Association and the adjunct faculty member of his/her teaching deficiencies and shall offer the adjunct faculty member an opportunity to remediate his or her teaching deficiencies prior to notice of termination. An unsatisfactory teaching performance shall be determined by Oakton, in its sole discretion, using factors such as student evaluation ratings, classroom observation, currency in subject matter, and/or other factors deemed appropriate by the College.

An opportunity to remediate shall involve the following steps: (1) the adjunct faculty member and the Adjunct Faculty Association will be given specific guidelines on what teaching behaviors need to be corrected and (2) assistance from the College will be specified, where appropriate. The adjunct faculty member will be given one subsequent semester (which can include summer) during which time Oakton shall evaluate the teaching performance of the adjunct faculty member.

If after such remediation the adjunct faculty member's teaching performance has not improved sufficiently in the sole opinion of Oakton, the adjunct faculty member shall not be re-employed. If the adjunct faculty member's teaching performance has improved to a degree sufficient to allow the adjunct faculty member's continued employment at Oakton, in the sole opinion of Oakton, then the adjunct faculty member may be assigned courses in subsequent semesters in the usual and customary manner.



- 3.4 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, 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.

### 3.5. Continued Eligibility:

- A. Eligibility criteria: To remain eligible as a part-time or adjunct faculty member, faculty members who have taught for 10 semesters, or any multiple thereof, must demonstrate professional development / content currency by submitting to the Vice President for Academic Affairs or designee(s) evidence of professional development activities / content currency relevant to the teaching assignment. Such evidence must be presented by July 1 of their tenth (10<sup>th</sup>) semester of teaching after notification. Eligible adjuncts will be notified of this requirement two (2) semesters in advance by the administration, during their eighth (8<sup>th</sup>) semester of teaching.
- B. Evidence of continued eligibility: Evidence of continued eligibility includes but is not limited to:
- Completion of a graduate or undergraduate course relevant to the teaching assignment or participation in a professional development activity relevant to the teaching assignment.
  - Participation in a professional development activity relevant to the teaching assignment.
  - Publication of an article or book.
  - Presentation or participation in a professional conference or workshop, including Oakton programs.
  - Earned continuing education units.
  - Earned licensure or certification.
  - Preparation of a portfolio demonstrating professional development activities/content currency.

The Vice President of 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. Upon receipt of the faculty member's evidence of continued eligibility, the Vice President for Academic Affairs or designee will notify faculty members of acceptance or rejection of evidence along with specific rationale within one month of receipt.

- C. College support: The College will provide professional development support as provided for in Article 2.9, Professional Development Conferences.
- D. Failure to submit acceptable evidence. Failure to submit acceptable evidence as evaluated by the 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 consistent with course assignment provisions in Article 2.6 Teaching Assignments.
- E. Implementation: Each fall, the Department of Human Resources will identify faculty who have taught for eight (8) semesters, or any multiple thereof. By October 1, the College will notify these adjunct faculty members of this expectation. Notification will be in writing. They will be asked to submit

documentation of appropriate development activities to maintain currency by July 1<sup>st</sup> of their tenth (10<sup>th</sup>) semester teaching to the Vice President for Academic Affairs or designee.

- 3.6 Reemployment. Nothing herein shall prevent Oakton from permanently not reemploying an adjunct faculty member for reasons which it deems, in its sole discretion, not directly involving teaching performance, including, but not limited to such reasons as repeated unexcused failure to attend course or intentional failure to follow College policies or directives, or which it deems, in its sole discretion, to be irremediable, including, but not limited to 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 VII below.

#### **Article IV Academic Freedom**

- 4.1 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, he/she shall not introduce into instruction controversial matters which have no relation to the subject.
- 4.2 Academic Freedom is defined in the following Statement of Principles:
- 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 his/her 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 citizen, a member of a learned profession, and while in College employ, a member of the educational institution. When he/she speaks or writes as a citizen, he/she should be free from institutional censorship or discipline, but his/her special position in the community imposes special obligations. As a person of learning and as a member of the educational community, he/she should remember that the public may judge his/her institution by his/her utterances. Hence, he/she 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 he/she is 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 his/her 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 LHEPF 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 three (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 LHEPF 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 Grievance Definition: 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 Definition of Days: "Days" in the regular college year 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. "Days" during summer session shall be days Monday through Thursday if the College is closed on Friday.

### 6.3 Grievance Procedure:

- 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 his/her 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 result(s) of the meeting, he/she 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 Vice President of Academic Affairs or his/her 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 twenty (20) days of the occurrence of the event giving rise to such grievance or within twenty (20) 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 ten (10) 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 ten (10) days of the meeting, the Dean shall render a written decision with reason(s). 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 Vice President for Academic Affairs or the Vice President for Student Affairs or his/her designee, as appropriate. Within ten (10) days after the grievance has been so submitted, the Vice President for Academic Affairs or his/her designee, as appropriate, shall schedule a grievance meeting with the grievant(s). The Association shall be notified of such meeting and shall have the right to have a representative attend. Within ten (10) days of the grievance meeting, the Vice President for Academic Affairs or the Vice President for Student Affairs or his/her designee, as appropriate, shall render a written decision with reason(s). 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 report mutually agreed upon by the parties shall be shared equally by the Association and the Board.

- E. Grievances involving the immediate discharge (see Article 7.1, Discharge or Disciplinary Action) of an adjunct faculty member shall go directly to Step 3 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 Vice President for Academic Affairs or Vice President for Student Affairs.
- H. Where it is necessary for the grievant(s) to have a representative of the Association to attend a formal meeting or hearing, he/she/they 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.

#### 6.4 Access to Personnel File Guidelines:

##### A. Maintenance of Files:

The Administration shall keep one (1) official personnel file in the Human Resources Office for each faculty. No other official file shall be kept on faculty except records relating to grievances and discrimination complaints or for affirmative action complaints.

##### B. Placing Materials in the Permanent File:

1. No material may become a part of a faculty members' record until the faculty member has been sent a copy of the material to their last known address, or has been personally delivered a copy of the same. The faculty member shall acknowledge receipt of it.
2. Materials of a negative nature may be placed in the file by the appropriate supervisor whose name shall be noted on the material.
3. Materials of a negative nature or adverse material placed in a faculty member's file may be responded to, in writing, within ten (10) working days of the material being placed in the file. Such written responses will be placed in the faculty member's file.

##### C. Viewing the File:

1. A faculty member shall have the right to inspect his/her personnel file by appointment at any reasonable time. Requests to review personnel files are to be made through the Office of Human Resources, upon giving appropriate notice.
2. The faculty member may be accompanied by an Association representative.
3. An association representative shall have the right, with the written consent of the faculty member, to inspect the faculty member's personnel file.
4. A Board employee may be present during such review.
5. A faculty member shall be able to copy materials from his/her personnel file.

D. Removing Materials from the File:

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.

## **Article VII Disciplinary Procedures**

- 7.1 Discharge or Disciplinary Action: The parties recognize the authority of the Board to suspend, demote, discharge or take other appropriate disciplinary action against adjunct faculty member for just cause. Should the adjunct faculty member consider any such discharge or disciplinary action to be improper, he/she may grieve the matter in accordance with provisions of Article 6.3 Grievance Procedure.
- 7.2 Pre-Disciplinary Meeting: Except in a serious emergency, prior to the implementation of any disciplinary action against an adjunct faculty member, the Assistant Vice President for Academic Affairs or designee will conduct a meeting with such adjunct faculty member. A notice of the meeting and the reason shall be sent to the adjunct faculty member and the Association. The adjunct faculty member will be notified prior to the meeting that he or she may bring a representative from the Adjunct Faculty Association of his/her choosing to such meeting. At such meeting the adjunct faculty member shall be apprised of the reason(s) for such contemplated disciplinary action and shall be given an opportunity to comment and/or rebut the same.

### Article VIII Compensation

- 8.1 Schedule: Starting Fall, 2009, adjunct faculty members shall be compensated in accordance with the following schedule:

Pay rates per LHEPF

Step	2009-2010	2010-2011	2011-2012	2012-2013
1	\$825	\$842	\$880	\$925
2	\$849	\$872	\$902	\$932
3	\$874	\$902	\$940	\$975
4	\$899	\$932	\$970	\$1,000
5	\$924	\$962	\$1,000	\$1,025
6	\$949	\$992	\$1,030	\$1,050
7	\$974	\$1,022	\$1,060	\$1,081
8	\$999	\$1,052	\$1,090	\$1,115
9	\$1,024	\$1,082	\$1,119	\$1,150
10	\$1,049	\$1,099	\$1,148	\$1,190
11	\$1,090	\$1,125	\$1,170	\$1,215
12	\$1,165	\$1,155	\$1,192	\$1,240
13		\$1,195	\$1,215	\$1,260
14	\$1,180	\$1,230	\$1,250	\$1,287
16		\$1,250	\$1,285	\$1,325
18			\$1,305	\$1,360

Faculty who were placed in Step 11 in the 2008-09 year and have between 22-25 prior semesters taught entering the 2009-10 year will be placed in Step 12.

Faculty who were placed in Step 11 in the 2008-09 year and have more than 26 prior semesters taught entering the 2009-10 year will be placed in Step 14.

Faculty who were placed in Step 11 in the 2008-09 year and have more than 30 prior semesters taught entering the 2010-11 year will be placed in Step 16.

Faculty who were placed in Step 11 in the 2008-09 year and have 34 or more prior semesters taught entering the 2011-12 year will be placed in Step 18.

A doctoral stipend will be paid to adjunct faculty members in accordance with the table below:

Academic Year	Stipend per LHEPF
2009-2010	\$30
2010-2011	\$32
2011-2012	\$34
2012-2013	\$40



A step is equal to one year of service (see Article 8.3 (A)). Where there is a gap (e.g., from 16 to 18), the step represents two years of service.

No faculty member remaining in Step 11 in 2010-2011 will receive a lower LHEPF rate than in 2009-2010.

No faculty member remaining in Step 12 in 2011-2012 will receive a lower LHEPF rate than in 2010-2011.

8.2. Other compensation:

A. Pay per academic hour:

<b>Faculty Activity</b>	<b>2009-2010</b>	<b>2010-2011</b>	<b>2011-2012</b>	<b>2012-2013</b>
Counseling	\$40	\$41	\$43	\$44
Applied Music	\$42	\$43	\$45	\$46
Nursing per Clinical Hour	\$46	\$47	\$49	\$50
Nursing per PA/CPE	\$24	\$24	\$24	\$24

- B. Independent Study and Pro-Rata Courses: Independent Study courses and courses paid pro rata (per student) will be paid as follows: An adjunct faculty member who teaches an independent study course will have the LHEPF's for that course calculated according to the same formula for calculating full-time faculty LHEs that is specified in the full-time faculty contract. The rate of LHEPF compensation for an adjunct faculty member teaching an independent study course will be based on the adjunct faculty member's placement on the adjunct faculty compensation schedule.
- C. Substitute Pay: An adjunct faculty member who substitutes for another faculty member will be compensated at the same rate as the full time faculty contract. Ordinarily the substitute must maintain all his/her regularly scheduled office hours. Exceptions must be approved by the division Dean. Long term substitution, i.e., for a continuous period of more that four weeks, shall be compensated pro-rata at the rate appropriate to the adjunct faculty member.
- D. Participation in Oakton courses/workshops: Adjunct faculty members who participate in Oakton courses/workshops meeting the following definition will be compensated for a maximum of 2.5 lecture hour equivalents (LHEPF's) per fiscal year, not including required new faculty orientations. These LHEPF's will not be counted as part of load. The definition of courses/workshops for this provision is: meets on a regular basis for the equivalent of .5 or more LHEPF's. Modular courses compensated in LHE blocs that accrue to .5 or more LHEPF's for the complete course are also included.

For the purposes of this provision, the lecture hour equivalent (LHE) for full-time faculty shall apply in calculating the LHEPF for the course/workshop. For the purposes of this provision, compensation shall be at the full-time faculty overload rate.

E. Participation in department, division, orientation, and informational meetings.

Participation in meetings will be compensated as follows:

<b>Type of Meeting</b>	<b>Compensation</b>
Department, division, orientation, training, informational session as defined in Article II, Section 2.2 2009-10 through 2011-12	\$22 per hour
Department, division, orientation, training, informational session as defined in Article II, Section 2.2 2012-13	\$24 per hour
New faculty orientation (required)	\$35 per hour
Non-search committee meetings as defined in Article II, Section 2.7, B2	Substitute pay rate \$30 per hour

8.3 Definitions:

A. Year of Service: The completion of two fall and spring semesters with at least three LHEPF's of classroom assignment. This year may consist of two fall semesters, two spring semesters, or one fall and one spring semester, and the two semesters need not be consecutive.

B. Lecture Hour Equivalents for Part-time Faculty – LHEPF's

Multipliers to be used to calculate LHEPF's:

<b>Type of Faculty Service</b>	<b>Years</b>	<b>Multiplier</b>
Lecture Hour	All Years	1.00
Standard Laboratory Hour	2009-2010 and 2010-2011:	0.90
	2011-2012:	0.95
	2012-2013:	1.00
Open Laboratory Hour	All Years	0.70
Lecture Hour for English composition courses, including developmental, ESL, and college-wide composition	2009-2010, 2010-2011, and 2011-2012:	1.20
	2012-2013:	1.25
2 Contact Hours in the Library	All Years	1.00
3 Contact Hours as Faculty Tutors	All Years	1.00

Practicums: Students are involved in practical work in which the instructor supervises in conjunction with personnel in the working location.

The formula to calculate LHEPF's for health related and child care practicum courses is 0.33 LHEPF's x number of students.

The formula to calculate LHEPF's for practicum courses in other technology programs is 0.17 LHEPF's x number of students.

LHEPF for Coaching:

	Head Coach LHEPF	Assistant Coach LHEPF
Baseball	11	6.0
Basketball (Men's)	11	6.5
Basketball (Women's)	11	6.5
Bowling	4	
Cheerleading	6	
Cross Country	5	
Golf	6	
Gymnastics	9	
Marathon	2	
Pom Pon	6	
Soccer	11	5.0
Softball	11	5.0
Tennis (Men's)	6	
Tennis (Women's)	6	
Track (Indoor)	5	
Track (Outdoor)	5	
Volleyball	11	
Wrestling	7	

- 8.4 COLA Provision: If the Consumer Price Index Urban for Chicago for the twelve months on December 31, 2011 exceeds 5.21% (the 2012-13 salary schedule increase of a 4.71 + .50%), adjuncts shall receive a cost of living bonus payment. This will be a one time payment. The bonus pay will be based upon the 2011-12 salary schedule and calculated as follows:

% multiplier x step rate = bonus payment per LHEPF.

.750% of the difference between the 12/31/11 CPI-U and an increase between 5.21-6.21%

.625% of the difference between the 12/31/11 CPI-U and an increase between 6.22-7.21%

.500% of the difference between the 12/31/11 CPI-U and an increase between 7.22-10.46%.

**Article IX  
Miscellaneous**

9.1 Effective Date and Duration: This agreement shall be effective upon the date of its execution and shall continue in effect until 12:01 a.m. on August 11, 2013.

Dated:

Board of Trustees  
Oakton Community College

Adjunct Faculty Association  
at Oakton Community College

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Treasurer

**Attachment A**  
**The Adjunct Scheduling Preference Form**

**The following will be used by the Department Chairs to solicit scheduling input from adjunct faculty members:**

Schedule Information

To assist me as I prepare to complete the preliminary schedule for 20\_\_ (Spring), (Summer), (Fall), semester, I would appreciate your filling out this questionnaire and returning it to me before (date/time). Remember that our program needs, together with your qualifications and evaluations, determine the staffing procedures. Also to be considered is the following, taken from the contract between Oakton Community College Board of Trustees and the Adjunct Faculty Association (OCC-AFA-IEA/NEA): “The Board acknowledges the significance of seniority and the value of past service of Adjunct Faculty as one criterion in making teaching assignments. Such shall be given consideration by the Board in addition to consideration of the qualifications of the individual faculty member to teach a given course, his/her training and experience, and (where applicable) the current technology and/or pedagogical factors as may be pertinent.” Please be aware that your submission of this is merely a request for an assignment, not a guarantee of one. If you are not interested in teaching this term, please indicate so in section 7. Thank you.

1. The days and time you prefer for teaching. (Please be flexible, but specific, e.g., mornings 8:00-12:00, or after 4:30 p.m., weekends.)
2. The courses you are qualified and would like to teach. (Please do not request specific sections.)
3. The days/times you are NOT available.
4. Number of courses desired: 1 2 3 4 (please circle), if available. (Bear in mind the total number of LHEPF's which may be assigned in any given terms may not exceed twelve.)
5. Campus preference: DP\_\_\_\_; RHC \_\_\_\_; Either \_\_\_\_: Split \_\_\_\_: DP only \_\_\_\_  
RHC only \_\_\_\_
6. I am interested in teaching: \_\_\_\_ August term, \_\_\_\_ Winterim, \_\_\_\_ Interim sessions.
7. I am NOT interested in teaching at Oakton this term \_\_\_\_.

Name \_\_\_\_\_  
 Address \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_  
 Home Phone \_\_\_\_\_ Work Phone (optional) \_\_\_\_\_  
 SSN \_\_\_\_\_ Email: \_\_\_\_\_

**Attachment B  
The Adjunct Commitment Contract**



**ADJUNCT FACULTY COMMITMENT TO TEACH  
IN THE UPCOMING ACADEMIC YEAR**

To the Chair or Coordinator of the \_\_\_\_\_ Department:

I have taught at Oakton and have been assigned at least three (3) LHEPF’s each semester for at least twenty-two (22) fall and spring semesters and am a current member of the bargaining unit.

Under the terms of the Adjunct Faculty Contract, I am eligible to teach at least six (6) LHEPF’s each semester. Therefore, I am requesting to be assigned and assured of an assignment of at least six (6) LHEPF’s for the Fall and Spring semesters of the next academic year (See Section 2.6(B)(2) of the Adjunct Faculty Contract). These courses are, wherever possible, to be assigned within my stated available times and dates as shown on my assignment preference form. Assignments to these courses will occur after you have confirmed my qualifications to teach these courses. Tutoring or other non-course assignments made to me to meet this six (6) LHEPF requirement only with the approval of the Dean or appropriate director.

I understand and agree that I will not leave Oakton’s employment as an adjunct faculty member until this commitment is fulfilled, unless unforeseen life-changing circumstances occur in my life. I further understand that I must indicate my acceptance of my course assignments within two weeks of the date of assignment.

- Name:
- Division:
- Phone Number:
- Oakton e-mail:
- Banner Number:
- Date:

Signed \_\_\_\_\_

### **Attachment C Glossary of Definitions**

- A. Academic Hour: A period of fifty (50) minutes.
- B. Academic Year: The fall and spring semesters.
- C. Adjunct Faculty: Any course instructor who is either: (1) currently teaching a minimum of 6.00 LHEPF's at any point in a fall or spring semester and any interim term associated with that semester (hereinafter, fall or spring semester), or (2) currently teaching between 3.00-5.99 LHEPF's at any point in a fall or spring semester, and had previously taught a minimum of 6.00 LHEPF's in either of the two previous fall and spring semesters.
- D. Association: Association is a synonym for the Adjunct Faculty Association of Oakton Community College, IEA-NEA (AFA). Another synonym is "Adjunct Faculty Association."
- E. Bargaining Unit: See the recognition clause in Article 1.1.
- F. 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.
- G. Notice: To inform or make known of a fact as may fairly or properly be expected in particular circumstances. Notice must clearly set forth its clear objective and must be given to adjunct faculty in a manner consistent with communicating its intent and with clear delivery. Written indication may take the form of e-mail, interoffice mail, postal mail, or overnight carrier. Notice during a time period in which adjunct faculty are not assigned to be on campus must be sent by postal mail (at a minimum) to the last known mailing address for the adjunct faculty member. Notice during a time period in which an adjunct faculty member is on campus may be given by e-mail or inter-office mail (at a minimum), and is deemed given and received at the next date the adjunct faculty member is required to be on campus.
- H. Part-Time Faculty: Faculty who teach fewer than six (6) LHEPF's in the current term, and who did not teach at least six or more LHEPF's in either of the two previous semesters.
- I. Professional Conduct: See Article 3.1 of the contract.
- J. "Qualified" or "Fully Qualified": These are interchangeable terms. 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, fulfillment of

minimum qualifications for Oakton Community College Faculty as listed in the Titles and Qualifications document prepared by the Academic Council.

- K. Remediation: 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.
  
- L. Seniority: The number of prior fall and spring semesters in which a faculty member has taught no fewer than 3 LHEPF's in both fall and spring semesters (three LHEPF's in fall and three LHEPF's in spring) at Oakton Community College.