2025-2029

Agreement

Between the Board of Trustees of Community College District 535

Oakton College and the

Adjunct Faculty Association, IEA-NEA

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Preamble

The Board of Trustees, Administration and the Adjunct Faculty of Oakton 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 Board Procedure 2006. 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 College Board of Trustees (hereinafter the "Board") recognizes the Adjunct Faculty Association, IEA-NEA (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 lecture hour equivalent (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 10 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 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 <u>Association Rights:</u>

- 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 that may be used as an office and shall have the right to use meeting rooms for Association business and to use inter-office mail, email, and productivity software such as Google Suite and Zoom. 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, email, 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. Two adjunct faculty members each shall be appointed to the Wellness Committee, Green Team, and the Academic Council upon its creation. The Association has the right to create its own independent Academic Facilities Committee. An adjunct faculty member will be appointed to future Master Planning Committees. The Association shall have representation on the ad hoc committee to revisit the shared governance task force recommendations memorialized in the OCCFA 2024-2028 contract.
- E. When an adjunct faculty member 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 every term. 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 Collection and Payment of Membership Dues:

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 Payment for Association Business:

The Adjunct Faculty Association shall receive payment for 28 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 10 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>:

When an open full-time faculty position has been approved and posted, the division dean will make an announcement via email to the division, copying the Association President. Adjunct faculty members who apply for full-time positions and who meet the required qualifications will be considered qualified adjunct faculty members. Ordinarily, all current adjunct faculty candidates who apply and who meet minimum qualifications and position requirements unique to the search will be interviewed in the initial round. Additionally, at least 50% of all current adjunct faculty candidates who apply and only meet minimum qualifications will be interviewed in the initial round. However, in no case where there are qualified adjunct applicants will the number of qualified adjunct faculty members initially interviewed be fewer than one. If an adjunct faculty member who only meets the minimum qualifications does not get an initial interview, they will receive a phone call from the dean of the hiring department. Current adjunct faculty who are not selected for appointment will be offered an optional post-interview debriefing session with the dean as soon as possible before the final candidate is brought forward to the Board.

Article II

Teaching Assignments and Workload

2.1 Qualifications:

A. General

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 Card 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 3.10, College Support for Training and Professional Development.

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).
- 6. For new faculty and existing faculty, prior experience commensurate with eligibility requirements at Oakton College for online teaching counts for eligibility, as determined by their academic dean and the Office of Online Curriculum and Instruction.

C. Additional Qualifications for Flex and Flex Plus Courses

- 1. Approval to teach online according to contractual criteria;
- 2. Completion of the 8-week hyflex training seminar. This seminar may be a part of the 40 weeks of seminar offerings supported by the College in the Faculty Professional Development Guidelines (if selected according to the Faculty Professional Development Team processes. The Hyflex seminar proposal may be submitted as part of the regular call for proposals and enter into the competitive process together with other seminar submissions).
- 3. Development of proposed hyflex course in a robust course shell in the current LMS (A limited number of hyflex courses may be offered due to the availability of equipped classrooms so for Flex Learning Mode, preference given to faculty who have also taught the proposed hyflex course in person at least once) or

- 4. Development of proposed hyflex course in a robust course shell in the current LMS and delivery of the course asynchronously at least once (A limited number of hyflex courses may be offered due to the availability of equipped classrooms so for Flex Plus Learning Mode, preference given to faculty who have also taught the proposed hyflex course in person at least once).
- D. 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.
- E. For adjunct faculty members who do not have commensurate experience teaching online, the college may allow them to teach online (subject to the department chair and dean's discretion) while simultaneously completing an initial expedited online teaching training with mentoring by the Office of Online Curriculum and Instruction or designee, with the requirement that the adjunct faculty member complete one of the qualifying trainings, Article 2.1.B, #2, 3, 4, 5, to meet the established qualifications to teach in online modalities for subsequent terms.

2.2 Workload/Assignment Loads:

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 non-classroom assignments, LHE load is based on the formula of 37.5 clock hours equals 1 LHE. Formulas for determining LHE equivalents for courses and other assigned work, including hourly work, are defined in Article 10, 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 31 LHEs | Maximum 12 LHEs | Maximum of 12 LHEs |
| (flexible to 33) | (flexibility to 13) | |

- The maximum load for an adjunct faculty member is 12 LHEs in any fall or spring semester, 12 LHEs in summer, and 31 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 33 LHEs in any 12-month college year (fall, spring, and summer). All LHE assignments above 31 require the relevant dean or designee's approval. If the dean or designee does not approve, they will provide a written explanation.

• 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. Class Size

- 1. The Board acknowledges the desirability of limiting the enrollment of students to promote effective teaching methodologies and student learning. In addition, a reasonable capacity afforded by the physical facilities and safety limitations will be considered. On occasion, a department/program may recommend and the Council of Deans may approve a smaller class size for an instructor, section, or institution-wide project to encourage the use of new technologies and/or pedagogically appropriate teaching methods. The Board further acknowledges that where practice has dictated the closure of a class to additional enrollment, the affected faculty member should be contacted and their approval sought before admitting any additional students to the class.
- a) Examples of existing institution-wide projects with reduced class size:
 - Honors courses.
 - Learning communities.
 - Great Books courses.
- b) Examples of an individual faculty initiative:
 - A section with a service-learning component that is limited by the number of placement slots available to students.
 - A section employing a teaching methodology that requires significantly more than the usual level of instructor interaction with individual students and with groups, such as problem-based learning.
- c) Process for Requesting a Reduction in Class Size
 - The organizers of an institutional project or an individual faculty member will send a written proposal to their respective dean, copied to the department chair, describing the methodologies and activities that warrant a reduction from the standard class size for that discipline and recommending the maximum number of students.
 - Council of Deans will review the proposal and come to a decision, which will be communicated to the organizers or the individual faculty member.
- 2. For some lab courses, where student enrollment and the nature of the course warrants, the dean, after consulting with the department/program chair and/or appropriate faculty member, may authorize a lecture section with a larger-than-usual allocation requiring two companion laboratory sections. Each laboratory section will carry its own LHEs for the faculty member assigned, even if the same faculty member teaches the lecture and both lab sections.

3. Ordinarily, the maximum number of students enrolled in any online class shall not exceed 22. Compensation for enrollments over 22 but not to exceed 24 will be calculated using the pro rata formula:

of students beyond 22 x LHEs ÷ 22.

Exceptions made to address the needs of students moving through a program as a cohort will be mutually agreed upon by the College and the Association.

4. For online sections of courses that have a reduced enrollment allocation for equivalent on-campus sections, the online section enrollment allocation cap will be reduced by .092 (see chart below for examples).

| Course | On-Campus Cap | Online Cap (with .092 reduction) |
|---------------------------------------|---------------|----------------------------------|
| EGL 073, 074, 075, 076, 090, 095, 098 | 20 | 18 |
| Honors sections | 20 | 18 |
| EGL 099 | 10 | 9 |

D. 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. Penalty – Restricted Assignment:

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-Reemployment:</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. Exceptions:

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 faculty member's knowledge or for reasons outside of their control.
- If the excess load has been approved by the College.

E. Extra-contractual Assignments:

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 of Board Policy 4004, 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>Timeline for Course Assignment Requests and Initial Assignments:</u>

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

| 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 Card in MyOakton; |
| term | Preference Form | Registration dates are in Academic |
| | | Calendar on Oakton home page |
| Within two calendar | Adjunct faculty submit Adjunct | |
| weeks of notification | Scheduling Preference Form | |
| from dean | | |
| No later than five | Deans will send a | |
| calendar weeks prior to | communication to | |
| start of registration | chairs/coordinators to remind | |
| | them about deadlines for | |
| | making timely assignments to | |
| | adjunct faculty | |
| No later than four | Normally chairs/coordinators | Notification will be made by Oakton email |
| calendar weeks prior to | provide notice of assignments | |
| start of registration | to at least 80% of adjunct | |
| | faculty who submitted | |
| | scheduling preference form | |
| No later than two | 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. |

2.4 <u>Initial Course Assignments</u>:

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. For Online and Hybrid Teaching course modalities, refer to the Additional Qualifications for Online and Hybrid Teaching that are outlined in section 2.1 B.
- 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. 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.)
- 6. Each term, some courses may be placed "on reserve" by the Registrar, meaning that they are not available for active enrollment. If there are alternatives available, normally, adjunct faculty will not be assigned to reserve courses as part of their initial assignment.

B. Preference Forms and Initial Course Offerings

- 1. Adjunct Faculty must complete the Adjunct Preference Form (Link or Attachment) every term indicating which courses they would prefer to teach and what times they are available.
- 2. These forms must be submitted by the due dates indicated in section 2.3.
- 3. Courses assigned to adjunct faculty will fall within their stated availability on the Adjunct Scheduling Preference Form wherever possible.
- 4. 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.

C. 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.
- 2. 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. (To be implemented to take effect in the Fall semester of the 2026-2027 academic year:) In order of seniority, assign 6 LHEs to adjunct faculty who have taught more than 3 but fewer than 10 semesters. 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. This group receives an offer of an initial assignment of 6 LHEs, if requested and feasible, before any adjunct faculty member with fewer than 3 semesters receives any.

- 5. 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.
- 6. 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.

D. 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.

E. Other Considerations

- Embedded Tutors: 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.
- 2. Librarians: Load assignments for adjunct faculty librarians will follow the same seniority-based procedure as initial course assignments.
- 3. 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

Ordinarily, under-enrolled classes for which students have other options will be canceled before the start of the class. It is understood that the College has the option to offer under-enrolled class sections that may include, but are not limited to:

- When the class is a required course for program completion.
- The course is part of an institutional initiative in its start-up period (e.g., learning communities, among others).
- The course is required for developmental students who cannot otherwise register for other Oakton courses.

This option would not apply when there are other sections of the same course available to students. This determination lies solely with the Provost in consultation with the respective dean.

The week before each academic term begins, normally the Wednesday the week before the start of classes, the academic deans review course/section enrollments and historical data and determine any sections to be withdrawn. In practice, chairpersons and coordinators monitor the schedule carefully in the month(s) before and may withdraw sections deemed to not be viable at any time prior to the week before classes. Deans and chairs will follow the same procedure for late start and interim courses.

If the decision is made to run an under-enrolled section, the assigned faculty will receive full LHE allocation and pay for that section.

If the course is cancelled and results in loss of load, Course Reassignment (2.5C below) may apply.

B. <u>Headcount and Course Pay</u>

If the decision is made to withdraw an under-enrolled section, the adjunct faculty member may petition to the dean to teach the course on headcount.

By the Monday before the start of the term, chairs and coordinators will communicate with adjunct faculty members whose courses are under enrolled to determine if they are willing to teach on "headcount" should the dean choose to withdraw the class. This information should not be a determinant in the dean's decision to run a course.

Should an adjunct faculty member indicate a willingness to teach the under-enrolled course "on headcount" at a reduced pay rate, subject to Affordable Care Act considerations:

- 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, see 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 10.2 below).
- 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 faculty member with less seniority, or unassigned alternate time assignments, 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.
- 5. Adjunct faculty members with more than 22 semesters seniority will be given priority for unassigned alternate time assignments if their course load falls below 6 LHEs and other courses cannot be reassigned to them.

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

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

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 three-to10 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 three days before the course start date, the College will offer a replacement course or pay \$225.

2.7 Adjunct Faculty Tutors – Initial Assignments:

- 1. At least 60 days prior to the start of an academic term, the Learning Center coordinators or designees will notify current tutors via Oakton email to submit the tutor availability form. Current tutors will have at least 15 days to return the form.
- 2. Tutors will receive initial assignments at least 30 days prior to the start of the academic term.
- 3. Tutors will accept or decline an assignment offer no later than 15 days after receiving the offer.
- 4. In order of seniority, adjunct faculty tutors will normally be offered a minimum assignment of 3 LHEs (112.5 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.
- 5. 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. 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.
- 6. Whenever possible, assignments will be offered within the days, times, modalities, and campus location requested on the availability form.
- 7. After initial minimum assignments have been offered, additional hours may be assigned based on seniority and the needs of the Learning Center.
- 8. Tutors who are unable to accept the assignment offered will notify the tutor supervisor as soon as possible by phone or email.

Article III Professional Conduct and Responsibilities

3.1 <u>Professional Conduct:</u>

Specific professional conduct guidelines for coaches and tutors can be found in Article 8.

- 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 that 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 required grades (for example, midterm and final grades) by due dates published via a link on the Academic Affairs card in MyOakton.
 - 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 are subject to the disciplinary procedures outlined in Article 9. The dean, in coordination with HR, may determine that dismissal from current assignment or non-reemployment according to Article 9.3 is appropriate. Professional conduct is not subject to remediation.

B. Adjunct faculty members will adhere to all applicable Board Policies and Procedures, including but not limited to: Policy 1100 and Procedure P1100 (Nondiscrimination), Policy 1101 (Harassment), Policy 1102 and Procedure P1102 (Sexual Misconduct), Policy 4111 (Ethical Standards), and Policy 4112 (Standards of Ethical Conduct).

Allegations or complaints of violations of the law, Board Policies and Procedures, such as harassment, discrimination, and/or sexual misconduct will be investigated by HR in accordance with relevant College policies and procedures. The Association will be notified if such an investigation occurs. These policies and procedures are published in MyOakton under the President's Office. HR may determine that dismissal from current assignment or non-reemployment is appropriate according to Article 9.3.

Allegations or complaints are written or verbal communications, delivered to a person employed by the College, describing a possible violation of the law or a Board Policy or Procedure.

3.2 Instructional Responsibilities and Related Duties:

A. Adjunct faculty are dedicated to high standards of teaching and learning in Oakton's student-centered 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, and providing course syllabi to students, posting in the Learning Management System by the first class meeting, and posting to their division office in a timely manner, normally by the end of the first week of the start of the class.
- 2. Evaluating students and maintaining clear student grade records, including any components (such as attendance) that contribute to students' grades.
- 3. Encouraging student participation in offering feedback via 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 10.4.

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 Meeting Schedules and Attendance:

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

- A. <u>Voluntary Meeting Attendance Package</u>: Adjunct faculty may voluntarily commit to attend six academic meetings or events each semester and to be compensated for their participation. In addition to attending the mandatory Orientation Week department meeting, participants must choose to attend five of the following meetings or Oakton sponsored events:
 - Monthly department meetings.
 - Division meetings.
 - Monthly Online Learning meetings.
 - Special academic program meetings such as Women's, Gender, or Sexuality Studies (WGSS) or Great Books.
 - Commencement.
 - Board of Trustees meetings.
 - Open houses.
 - Career night/fairs.
 - Futures Unlimited.
 - Dean-approved community meetings of specific relevance.

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 six of the meetings or events in a semester. Attendance at these meetings may be in person or remote using interactive technology, if that option is available. 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 six 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 here and must be submitted by the end of the second week of the semester.

B. Orientation Week Participation Package: Adjunct faculty may voluntarily commit to attend three hours of College-designated programs for professional development during each Orientation Week and be compensated for attendance. In addition to the All-College Opening Address and Keynote, the faculty retreat and professional development activities approved by the Faculty Professional Development Team will count toward the required hours. The deadline for submitting commitment forms is the Friday after Orientation Week. The adjunct faculty member will be paid .08 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. Viewing of Orientation Week session recordings, if recorded, will count as attendance. If a session is not recorded, the adjunct faculty member can substitute it with another recorded session. The mandatory Orientation Week department meeting does not count towards this package requirement.

C.—Mandatory Meeting Attendance: 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 10.4 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 that starts during the week of orientation and continues in an asynchronous and synchronous format for the first four weeks of the term. Compensation will be at the rate defined in Article 10.4 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.
- F. <u>All College Learning Day</u>: The contract between the College and OCCFA specifies (in 8.1.E.1.) a professional development day named "Learning Day" at a date to be determined by the College, as a required work day for all full-time faculty. There will be no daytime classes on this day. Learning Day may change from year to year to ensure equitable distribution of course contact hours. Adjunct faculty teaching during Learning Day will be required to attend Learning Day sessions during the time they will normally teach or hold office hours.

3.5 Office Hours:

- A. Adjunct faculty members shall schedule one 50-minute academic office hour weekly for each three 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.
 - 1. Adjunct faculty members shall schedule one academic office hour per week online for each three credits taught online. An office hour can be concurrently spent on campus.

- 2. 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.
- B. 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.
- C. Adjunct faculty members may use office hours to complete federal- or state-mandated training (for which they will receive no additional compensation).
- D. Adjunct faculty members will provide students and their division offices with published office hours in a timely manner, normally submitted to the division office and posted in the Learning Management System before the start of the first class meeting.
- E. Adjunct faculty members have access to clean shared office spaces with computers and, subject to availability, a locked location (ex., filing drawer, locker, etc.) for their belongings, and the ability to borrow a laptop from the College.
 - Instructions for reporting facilities issues with these offices will be posted in each office space.
 - Office spaces will be assessed every five years as to the need for painting, carpet cleaning/replacement, and replacing furniture and computer equipment.
- F. Adjunct faculty with a clinical rotation assignment may host their office hours at the assigned clinical site, or online if physical space is not available at the clinical site.

3.6 Absences:

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).

During a term, an instructor may experience a short-term inability to teach a face-to-face or synchronous online class, either anticipated or unanticipated. The 3.24 <u>Academic Procedure:</u> <u>Temporary Change in Instructional Mode</u> (located in the <u>Academic Affairs Procedure Manual</u>, which can be found on the Academic Affairs card in MyOakton) outlines how instructors may navigate these disruptions, describes what options are available to them and their students, and provides a procedure to be followed when these issues arise so that implementation can be consistent and smooth.

- 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 two 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. There will be no loss in compensation for authorized absences.
- 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. Based on existing benefits afforded to bargaining unit members in this Agreement, the Union waives and releases the College from the specific provisions of the Paid Leave for All Workers Act (Public Act 102-1143, eff. 1/1/24) for the term of this Agreement.

3.7 <u>Jury Duty</u>:

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 Observation and Evaluation of Instruction:

As a means to promote high-quality instruction, the College will periodically observe adjunct faculty performance in the classroom. Normally, the observation will be conducted by the department chair/coordinator, in consultation with the dean, according to the procedures and rubric contained in Attachment B, Adjunct Faculty Observation. After consultation with the adjunct faculty member and by mutual agreement, the dean or designee (i.e., Associate Vice President for Academic Affairs, Dean of Curriculum, Instruction, and Assessment) may conduct classroom observations/evaluations. 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 B will be used for all class observations. The College and the Association agree that the process 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. Observation Process

- 1. The chair or coordinator will make an appointment with the adjunct faculty member to schedule a classroom observation at a mutually agreed upon time and date.
- 2. The observation will occur at the mutually agreed upon time and date.
- 3. Observations are to be completed by the end of the semester following receipt of the notification from the Office of Curriculum and Instruction.
- 4. The adjunct faculty member should complete the "Preparation for Observation" form prior to the classroom observation and return it to the Chair or Coordinator.
- 5. Following the observation, the Chair or Coordinator will meet with the adjunct faculty member to discuss the observation.
- 6. After the Chair or Coordinator and the adjunct faculty member make any comments and sign the form, the observation form must be returned to and signed by the division dean and forwarded to the Dean of Curriculum, Instruction and Assessment for their signature.
- 7. Following the completion of an observation, the Preparation for Observation form and signed Observation Rubric will be retained electronically by Academic Affairs, with a copy sent to the adjunct faculty member.
- 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).
- C. If there is a substantive procedural error during the observation process, the adjunct faculty member has the right to appeal to the Associate Vice President for Academic Affairs to request a replacement observation by the same or different observer without penalty, with the replacement observation occurring as close to the observation in question as possible.

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 faculty members 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. In MyOakton, see Academic Affairs card > Electronic Forms or see Adjunct Faculty > Forms in MyOakton for the most current Continued Eligibility Form.

Link here

- 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 adjunct faculty 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.
 - Adjunct faculty fellow.

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.
- RICE (Research, Innovation, and Creative Engagement) Faculty Mentor.
- Service on a College-wide, department, or division committee.
- Student club advisor.

Community Service Activities

 Community service activities that 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 College Support for Training and Professional Development

- 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).
 - Books or professional periodical subscriptions that support teaching.
- B. Submitting Requests for Approval and Reimbursement: 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 \$750 per academic year (Fall, Spring, Summer) or \$1,500 for each two-year period dating from the start of the contract (i.e., \$1,500 for 2025-26 and 2026-27, \$1,500 for 2027-28 and 2028-29). An adjunct faculty member may not use more than \$750 in the first year of each two-year period. Reimbursement will be on a first-come, first-served basis, subject to an annual limit on total reimbursements.
- <u>D. Online Teaching Qualifications Fund</u>: In addition to the adjunct faculty professional development fund described above, the College will allot \$10,000 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, first-served 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>High Impact Practices (HIP) Student Success Initiatives</u>: A pool of 12 LHEs per college year (Fall, Spring or Summer) will be designated to be assignable to adjunct faculty members to provide the opportunity to earn 1 LHE to implement a HIP in one course section, utilizing the list of approved HIPs curated by the HIP Committee. The Association and the College will collaboratively distribute the LHEs. The pool may be increased in case of high demand at the discretion of the College. This incentive program sunsets and is discontinued upon expiration of this collective bargaining agreement.
- F. <u>High Impact Practice (HIP) Awards</u>: Each year, two adjunct faculty members from Liberal Arts, STEM, Health Careers, 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 Associate Vice President for Academic Affairs or designee, and Assessment 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 \$500 per adjunct faculty member.
- G. New Adjunct Faculty Mentorship Program: The New 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 10.4 The New Adjunct Faculty Mentorship Program is available for up to two sequential semesters and for anyone within the first three years of hire.
- H. <u>Special Professional Development Fund</u>: A fund of \$20,000 for each academic year will be available for adjunct faculty members to participate in unique or innovative opportunities related to their teaching position. An application process will be used and is subject to dean's approval. There is a \$1,500 cap per individual project.

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 five years, student concerns, 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. Coaches and adjunct faculty tutors are subject to this provision, noting the following exceptions: for coaches, the Athletic Director serves in the role of department chair, and dean refers to the Dean of Access, Equity, and Diversity; for tutors, the Director of Student Success and

Academic Interventions serves in the role of department chair, and dean refers to the Assistant Vice President for Student Affairs and Dean of Student Success.

<u>Intervention and Remediation Process for Adjunct Faculty:</u>

Step 1: Informal Intervention

- 1. The chair/coordinator initiates a discussion with the adjunct faculty member upon identification of concerns, typically due to:
 - An unsatisfactory classroom observation.
 - A student concern.
 - A pattern of failure to fulfill instructional or professional responsibilities.
- 2. The adjunct faculty member is entitled to have an Association representative present.
- 3. The chair/coordinator meets with the adjunct faculty member to:
 - Discuss their concerns.
 - Hear the adjunct faculty member's response.
 - Determine an appropriate course of action.
- 4. If the issue is resolved at this stage, no further action is taken, but the chair/coordinator will send an email summarizing the conversation and outlining expectations going forward.

Step 2: Formal Remediation Initiation

If the issue persists after informal intervention:

- 1. The chair/coordinator refers the matter to the dean and requests a remediation meeting.
- 2. The dean schedules the meeting and provides notification to:
 - The adjunct faculty member.
 - The Association.
- 3. The notification must include:
 - The specific concerns leading to remediation.
 - The provision(s) of the contract or policy is being referenced.
 - The basis for the decision that remediation is necessary.

Step 3: Remediation Meeting & Plan Development

- 1. The remediation meeting is held, attended by:
 - The dean.
 - The chair/coordinator.
 - The adjunct faculty member.
 - An Association representative, if requested by the faculty member.
- 2. The dean documents the meeting in a memo that includes:
 - Names of attendees and date of the meeting.
 - Summary of the concerns and adjunct faculty member's response.
 - Actions required for improvement by the adjunct faculty member.
 - Deadlines and assessment criteria.
 - Anticipated completion date.

- 3. The dean issues the remediation plan, specifying:
 - Expected outcomes and measures of success.
 - Required professional development or support (if applicable).
 - A timetable for completion, usually one semester (remediation can occur during summer by mutual consent if the adjunct faculty member is teaching).
 - A copy of the remediation plan is sent to the Association president.

Step 4: Implementation & Follow-up

- 1. The adjunct faculty member works on remediation while the chair/coordinator and/or dean assesses progress; the adjunct faculty member shall be eligible to continue teaching.
- 2. The remediation period may be extended at the dean's discretion.
- 3. If the adjunct faculty member successfully completes remediation, the dean issues a remediation outcome memo confirming completion, with a copy sent to the Association president.
- 4. The adjunct faculty member shall have an opportunity to comment on the remediation outcome memo.
- 5. If remediation was successful, the adjunct faculty member will be assigned courses in subsequent semesters 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 or receive other assignments in subsequent terms, subject to Article 9.3.

Step 5: Documentation & Record Retention

- 1. The initial memo, remediation plan, and remediation outcome memo is kept in the adjunct faculty member's official file in Human Resources, with a copy retained in their unofficial file in Academic Affairs, and a copy sent to the Association president.
- 2. If remediation is successfully completed, the adjunct faculty member can request that all related documents be expunged after five years.

3.12 <u>Diminished Capacity</u>:

In instances where there are compelling indications of diminished capacity of a faculty member in one or more areas of professional conduct and/or responsibility, 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, an administrator, such as their dean or the Chief Human Resources Officer, and, if so desired, a personal 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 administrator 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 administrator, 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 in HR. 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 15 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 in HR separate from the faculty member's personnel file.

Should subsequent evaluation confirm continuing failure to function effectively in one or more areas of professional responsibility, the administrator may initiate the disciplinary procedures associated in Article 9.

Article IV Academic Freedom

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

Current board policy 1120 affirms Oakton College's commitment to maintaining an educational environment that fosters the free exchange of thoughts and ideas. In accordance with the First Amendment of the United States Constitution, it is the policy of Oakton College to protect the speech rights of students, faculty, staff, community members, and the public, while preserving the order necessary for the College to achieve its educational purpose. The College reserves its right to limit the time, place, and manner of speech and expression in order to foster a safe and inclusive campus environment in compliance with such time, place, and manner restrictions, College policies and procedures, and applicable laws.

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 that 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 creative expression and research, and to publish the results of such work, subject to the adequate performance of their other duties; but research for monetary 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. See Article V for Intellectual Property guidelines.

- 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. When speaking on public matters, adjunct faculty members 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. This includes but is not limited to course development, master course shell development, lab manuals, assessment, and study aids. See Article 10.4 for appropriate compensation formulas. In the event the College registers ownership, 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. This information is available by contacting the Office of Administrative Affairs.
- 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 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 <u>Definition of Business Davs</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 another emergency. "Business 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 their department chair in an effort to resolve the complaint. Coaches shall request a meeting with the Athletic Director, and tutors shall request a meeting with the Learning Center Coordinators. 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, the Dean of Access, Equity, and Diversity or designee for coaches, or the Director of Student Success and Academic Interventions or designee for tutors, and shall not be precedent-setting or binding in any manner.

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

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 the Vice President for Student Affairs and Chief Student Affairs Officer 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 the Vice President for Student Affairs and Chief Student Services Officer or designee, as appropriate, shall render a written decision with reasons. A copy of this decision shall be forwarded to the grievant(s) and the Association.

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.

- B. Grievances involving the immediate discharge (see Article 9.1, Discharge or Disciplinary Action) of an adjunct faculty shall go directly to Step 2 of the grievance procedure.
- C. These timelines may be extended by mutual consent.
- D. A grievance that 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.
- E. 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 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. 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 Professional Conduct for Coaches and Tutors

8.A.1 Professional Conduct for Head Coaches and Assistant Coaches

A. Each head coach and assistant coach shall meet generally accepted standards of professional conduct, independent of their coaching performance. The generally accepted standards of professional conduct that head coaches and assistant coaches shall meet include but are not limited to:

Professional Conduct: Head Coaches

- 1. Compliance with NJCAA and Oakton policies.
- 2. Plan and conduct in-season and off-season team practice and conditioning programs.
- 3. Direct the identification and recruitment of players.
- 4. Schedule and plan practices and matches, including all travel related arrangements.
- 5. Assist the athletic department in the academic support of student athletes.
- 6. Adhering to the provisions of this contract.

Professional Conduct: Assistant Coaches

- 1. Compliance with NJCAA and Oakton policies.
- 2. Assist with planning and conducting in-season and off-season team practice and conditioning programs.
- 3. Assist in the identification and recruitment of players.
- 4. Assist in scheduling and planning practices and matches, including all travel related arrangements.
- 5. Assist the athletic department in the academic support of student athletes.
- 6. Adhering to provisions of this contract.

Coaches who refuse or consistently fail to meet these standards, are subject to the disciplinary procedures outlined in Article 9. The dean in coordination with HR may determine that dismissal from current assignment or non-reemployment according to Article 9.3 is appropriate. Professional conduct is not subject to remediation.

B. Adjunct faculty members will adhere to all applicable Board Policies and Procedures, including but not limited to: Policy 1100 and Procedure P1100 (Nondiscrimination), Policy 1101 (Harassment), Policy 1102 and Procedure P1102 (Sexual Misconduct), Policy 4111 (Ethical Standards) and Policy 4112 (Standards of Ethical Conduct).

Allegations or complaints of violations of the law, Board Policies and Procedures, such as harassment, discrimination, and/or sexual misconduct, will be investigated by HR in accordance with relevant College policies and procedures. The Association will be notified if such an investigation occurs. These policies and procedures are published in MyOakton under the President's Office. HR may determine dismissal from current assignment or non-reemployment according to Article 9.3.

Allegations or complaints are written or verbal communications, delivered to a person employed by the College, describing a possible violation of the law or a Board Policy or Procedure.

8.A.2 Professional Responsibilities and Related Duties for Head Coaches and Assistant Coaches

A. Head coaches and assistant coaches are dedicated to high standards of coaching in Oakton's student-centered educational programs. Each head coach and assistant coach member shall meet their coaching obligations in a professional manner with integrity and respect. In addition to meeting standards of professional conduct, coaches are expected to perform activities including but not limited to:

Head Coaches

- Assist individual players in skill development through training and conditioning.
- 2. Secure and monitor all practices and competition facilities and equipment.
- Report in-season game/match results and statistics.
- 4. Represent the athletic department and at Skyway Conference and NJCAA Region meetings.
- 5. Plan and coordinate fundraising activities.
- 6. Plan and coordinate sport camps and workshops.
- 7. Attend all required department meetings twice a year.
- 8. Complete all mandatory trainings:
 - a. First Aid and CPR/AED.
 - b. NJCAA regulations.
 - c. Bloodborne pathogens.
 - d. Exercise induced asthma.
 - e. Use of epi-pen.
 - f. Oakton mandatory trainings.

Assistant Coaches

- 1. Assist individual players in skill development through training and conditioning.
- 2. Assist in securing and monitoring all practices and competition facilities and equipment.
- 3. Assist in reporting in-season game/match results and statistics.
- 4. Assist in representing the athletic department and at Skyway Conference and NJCAA Region meetings.
- 5. Assist in planning and coordinating fundraising activities.
- 6. Assist in planning and coordinating sport camps and workshops.
- 7. Attend all required department meetings twice a year.
- 8. Complete all mandatory trainings:
 - a. First Aid and CPR/AED.
 - b. NJCAA regulations.
 - c. Bloodborne pathogens.
 - d. Exercise-induced asthma.
 - e. Use of epi-pen.
 - f. Oakton mandatory trainings.

Deficiencies in carrying out these 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 coaching, it is expected that responses to messages by email will be timely. During any term in which an adjunct faculty member is not coaching, it is their responsibility to check their oakton.edu mailbox regularly and to respond to messages as needed.

It is the practice of the athletic department to use an approved electronic platform to communicate with student athletes about team and athletic program related matters.

8.A.3 Mandatory Training

Department or institutional practice may require that head coaches and assistant coaches participate in reasonable departmental or institutional activities, assigned prior to the beginning of their season, designed to improve coaching.

The College may require head coaches and assistant coaches to complete federal- or state-mandated training for which they do not receive additional compensation.

8.A.4 Meeting Schedules and Attendance

Head coaches and assistant coaches are invited to participate in the Voluntary Meeting Attendance Package, Orientation Week Participation Package, New Faculty Orientation, and Institutional Committee Meetings, as described in Article 3.4.

8.A.5 Absences

- A. Head coaches and assistant coaches who must miss a scheduled practice, conditioning program or matches for a non-coaching related reason must notify the athletic director in advance, when possible. Unplanned absences must be reported as soon as practicable. Being present for scheduled practices, conditioning programs or matches is professional conduct (as described in 8.1 above).
- B. After any absence determined by the athletic director to have been unauthorized, the athletic director will notify the coach that an unauthorized absence has occurred. The coach may present reasons that the absence should be considered authorized. Final determination will be at the athletic director's discretion.
- C. The salary of a head coach or assistant coach 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 two scheduled practice, conditioning program, or matches or 10% of scheduled practice, conditioning program, or matches for the course will be considered "excessive." The athletic director shall determine when unauthorized absences are excessive, based on this criterion.

D. Head coaches and assistant coaches with excessive unauthorized absences (as defined in 8.5C and the glossary) in two consecutive semesters may be denied coaching assignments in subsequent semesters.

8.A.6 Jury Duty

Head coaches and assistant coaches may be absent to appear in court for jury duty or as a subpoenaed witness in a court proceeding. Head coaches and assistant coaches who know of the need to be absent for jury and/or witness duty shall immediately inform the athletic director or athletics office staff of the dates and possible duration of the absence and inform the athletic director a minimum of 24 hours in advance of the return-to-work date. Head coaches and assistant coaches will receive compensation at their customary rate for the period of said absences.

8.A.7 Evaluation of Coaching Effectiveness

The purpose of this evaluation process is to assess the effectiveness, engagement, and professional contributions of adjunct faculty members serving as coaches. This process ensures alignment with institutional goals, student success, and overall program quality.

A. Evaluation Criteria

Adjunct faculty coaches will be evaluated based on their performance of the duties as outlined under Professional Conduct and Responsibilities in Section 8A.1 and 2.

B. Evaluation Methods

The evaluation process will include multiple methods to ensure a comprehensive assessment:

- Self-Assessment
 - Adjunct faculty coaches complete a self-evaluation reflecting on their effectiveness, achievements, and challenges.
- Student Feedback
 - Student athletes provide feedback through surveys assessing coaching quality, communication, and impact.
- Supervisor/Administrator Review
 - Athletic directors conduct performance reviews based on observations, compliance, and contributions to institutional goals.
- Observations
 - Formal or informal observations of coaching sessions, team meetings, or instructional sessions.

C. Evaluation Timeline/Cadence

Beginning no later than Fall 2026, evaluations of coaches will occur on a regular basis subject to a timeline and cadence determined by a post-negotiations committee comprised of an equal number of College representatives and Association representatives.

D. Outcomes of evaluation of coaching effectiveness

- 1. Following the completion of an evaluation, the documentation will be retained electronically by Student Affairs, with a copy sent to the coach.
- 2. If an evaluation leads the dean or designee to determine that a coach'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 coach, prepare a plan and timetable for remediation in accordance with Article 3.11 (Administrative Intervention/Remediation of Teaching Deficiencies).

8.A.8 Professional Development and Continued Eligibility

See Article 3.9 for guidelines on professional development and continued eligibility, and 3.10 for College support for training and professional development.

8.A.9 Administrative Intervention and Diminished Capacity

See Article 3.11 and 3.12.

8.B.1 Professional Conduct for Adjunct Faculty Tutors

This applies to all adjunct faculty tutors, including Embedded Tutors and ROAD Math Tutors. This does not apply to Professional Tutors.

- A. Tutors are expected to meet generally accepted standards of professional conduct. These standards include, but are not limited to:
 - 1. Providing assistance during assigned hours in the assigned modality for coursework in approved subject(s).
 - 2. Supporting the development of general learning and executive functioning strategies for students.
 - 3. Reporting behavioral issues, incidents of academic dishonesty, and student learning concerns to the supervisor and/or instructor.
 - 4. Maintaining accurate student tutoring records.
 - 5. Being prepared for and conducting scheduled tutoring sessions in accordance with section 8.B.5 below.
 - 6. Abiding by the course instructor's assignments, content, methods, homework, and testing policies; refraining from assisting students with practice tests or take-home exams.
 - 7. Refraining from recruiting students as private clients.
 - 8. Refraining from conducting private tutoring within the Learning Center.

9. Facilitating equitable, attentive tutoring of several students simultaneously (in an open lab or classroom).

Tutors who refuse or consistently fail to meet these standards, as determined by the Learning Center Coordinators and the Director of Student Success and Academic Interventions, are subject to the disciplinary procedures outlined in Article 9. The Learning Center Coordinators and the Director of Student Success and Academic Interventions, in coordination with HR, may determine that dismissal from current assignment or non-reemployment according to Article 9.3 is appropriate. Professional conduct is not subject to remediation.

B. Adjunct faculty tutors will adhere to all applicable <u>Board Policies and Procedures</u>, including but not limited to: Policy 1100 and Procedure P1100 (Nondiscrimination), Policy 1101 (Harassment), Policy 1102 and Procedure P1102 (Sexual Misconduct), Policy 4111 (Ethical Standards) and Policy 4112 (Standards of Ethical Conduct).

Allegations or complaints of violations of the law, Board Policies and Procedures, such as harassment, discrimination, and/or sexual misconduct, will be investigated by HR in accordance with relevant College policies and procedures. The Association will be notified if such an investigation occurs. These policies and procedures are published in MyOakton under the President's Office. HR may determine dismissal from current assignment or non-reemployment according to Article 9.3.

Allegations or complaints are written or verbal communications, delivered to a person employed by the College, describing a possible violation of the law or a Board Policy or Procedure.

8.B.2 <u>Professional Responsibilities and Related Duties for Tutors</u>

- A. Adjunct faculty tutors are dedicated to high standards of teaching and learning in Oakton's student-centered educational programs. Each adjunct faculty tutor shall meet their tutoring obligations in a professional manner with integrity and respect. In addition to meeting standards of professional conduct, adjunct faculty tutors are expected to:
 - 1. Assisting in the marketing of the Learning Center tutoring.
 - 2. Submit time sheets according to the established schedule.
 - 3. Participate in tutor training and staff development meetings.
 - 4. Employ pedagogical practices that guide students toward greater autonomy as learners (e.g., reframing, paraphrasing, forecasting, and positive reinforcement), helping students understand themselves as learners.
 - 5. Make appropriate referrals for subject-matter questions and social/behavioral issues beyond their capabilities.
 - 6. Confer with their tutor supervisor with questions about course content, tutoring pedagogy, and student concerns.
 - 7. Participate in the established evaluation process.
 - 8. Obtaining an Oakton library card and utilizing it as a name badge.
 - 9. Understand, follow, and model Learning Center, lab, or classroom policies.

B. Communicating with Students: 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 tutoring, it is expected that responses to messages by email will be timely. It is understood that in some circumstances, messages may require an expedited response to facilitate and support teaching and learning. During any term in which an adjunct faculty member is not tutoring, it is their responsibility to check their oakton.edu mailbox regularly and to respond to messages as needed.

8.B.3 Mandatory Training

Department or institutional practice may require that tutors participate in reasonable departmental or institutional activities, assigned prior to the beginning of their season, designed to improve tutoring.

The College may require tutors to complete federal- or state-mandated training for which they do not receive additional compensation.

8.B.4 Meeting Schedules and Attendance

Tutors are invited to participate in the Voluntary Meeting Attendance Package, Orientation Week Participation Package, New Faculty Orientation, and Institutional Committee Meetings, as described in Article 3.4.

8.B.5 Absences

- A. Tutors who must miss a scheduled tutoring session must notify the Learning Center Coordinators in advance, when possible. Unplanned absences must be reported as soon as practicable. Being present for a scheduled tutoring session is professional conduct (as described in 8.B.1 above).
- B. After any absence determined by the Learning Center Coordinator to have been unauthorized, the Learning Center Coordinator will notify the tutor that an unauthorized absence has occurred. The tutor may present reasons that the absence should be considered authorized. Final determination will be at the Learning Center Coordinator's discretion.
- C. The salary of a tutor 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 two sessions or 10% of scheduled sessions will be considered "excessive." The Learning Center Coordinators shall determine when unauthorized absences are excessive, based on this criterion.
- D. Tutors with excessive unauthorized absences (as defined in 8.B.5C and the glossary) in two consecutive semesters may be denied tutoring assignments in subsequent semesters.

8.B.6 Jury Duty:

Adjunct faculty tutors may be absent to appear in court for jury duty or as a subpoenaed witness in a court proceeding. Adjunct faculty tutors who know of the need to be absent for jury and/or witness

duty shall immediately inform the Learning Center Coordinators of the dates and possible duration of the absence and inform the Learning Center Coordinators a minimum of 24 hours in advance of the return-to-work date. Adjunct faculty tutors will receive compensation at their customary rate for the period of said absences.

8.B.7 Observation and Evaluation of Tutoring

Beginning no later than Fall 2026, evaluations of tutors will occur on a regular basis subject to a timeline and cadence determined by a post-negotiations committee comprised of an equal number of College representatives and Association representatives.

- A. Following the completion of an evaluation, the documentation will be retained electronically by Student Affairs, with a copy sent to the adjunct faculty member.
- B. If an evaluation leads the Director of Student Success and Academic Interventions to determine that an adjunct faculty tutor's skills and/or subject area knowledge are deficient, and Article 3.12 (Diminished Capacity) does not apply, the Director of Student Success and Academic Interventions may, in consultation with the adjunct faculty tutor, prepare a plan and timetable for remediation in accordance with Article 3.11 (Administrative Intervention/Remediation of Teaching Deficiencies).

8.B.8 Professional Development and Continued Eligibility

See Article 3.9 for guidelines on professional development and continued eligibility, and 3.10 for College support for training and professional development.

8.B.9 Administrative Intervention and Diminished Capacity

See Article 3.11 and 3.12.

Article IX

Disciplinary Procedures

9.1 Discharge or Disciplinary Action:

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 9.2 below describes the procedure to be followed when disciplinary action is contemplated. 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.

9.2 Procedures:

- A. <u>Pre-Disciplinary Meeting</u>: Except in a serious emergency, prior to the implementation of any disciplinary action against a faculty member, the Associate Vice President for 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.
- 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.

9.3 Non-reemployment:

Nothing shall prevent Oakton from permanently not reemploying an adjunct faculty member for professional conduct which it deems, in its sole discretion, to be irremediable, including but not limited to:

- Repeated unauthorized absences.
- Repeated 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 accordance with the provisions of Article 6.

Article X Compensation

10.1 Longevity Payments:

Adjunct faculty who are in Step 18 during Fall 2025 will receive a longevity payment of \$1,000. These payments will not count toward an adjunct faculty member's LHE total. This one-time payment provision will sunset at the end of this Agreement.

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

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

A. Salary Step:

- 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 10.2C below.
- Table B is used for all adjunct faculty with doctoral degrees, adjunct faculty librarians, and BCT and HC adjunct faculty with five years of industry experience relevant to their teaching assignments hired after the ratification of this agreement.
- BCT and HC adjunct faculty members in Table A prior to the ratification of this contract who
 had five years of non-academic industry experience at the time of hire can apply to be moved
 to Table B. The application process will be established by October 1, 2025, and will be subject
 to approval by the appropriate division dean.

Table A Rate per LHE

| Ste | 2025-2 | 2026-2 | 2027-2 | 2028-20 |
|-----|---------|---------|---------|---------|
| р | 026 | 027 | 028 | 29 |
| 1 | \$1,221 | \$1,251 | \$1,283 | \$1,315 |
| 2 | \$1,233 | \$1,270 | \$1,301 | \$1,337 |
| 3 | \$1,258 | \$1,282 | \$1,320 | \$1,357 |
| 4 | \$1,285 | \$1,309 | \$1,334 | \$1,377 |
| 5 | \$1,314 | \$1,336 | \$1,361 | \$1,390 |
| 6 | \$1,338 | \$1,367 | \$1,390 | \$1,419 |
| 7 | \$1,367 | \$1,392 | \$1,421 | \$1,449 |
| 8 | \$1,395 | \$1,422 | \$1,448 | \$1,482 |
| 9 | \$1,418 | \$1,443 | \$1,470 | \$1,497 |
| 10 | \$1,447 | \$1,466 | \$1,492 | \$1,520 |
| 11 | \$1,478 | \$1,497 | \$1,516 | \$1,542 |
| 12 | \$1,509 | \$1,528 | \$1,547 | \$1,568 |
| 13 | \$1,540 | \$1,560 | \$1,580 | \$1,600 |
| 14 | \$1,572 | \$1,593 | \$1,613 | \$1,634 |
| 15 | \$1,605 | \$1,625 | \$1,647 | \$1,668 |
| 16 | \$1,638 | \$1,659 | \$1,680 | \$1,703 |
| 17 | \$1,673 | \$1,694 | \$1,716 | \$1,737 |
| 18 | \$1,714 | \$1,741 | \$1,769 | \$1,797 |

Table B Rate per LHE

| Ste | 2025-2 | 2026-2 | 2027-2 | 2028-20 |
|-----|---------|---------|---------|---------|
| р | 026 | 027 | 028 | 29 |
| 1 | \$1,294 | \$1,326 | \$1,360 | \$1,394 |
| 2 | \$1,307 | \$1,346 | \$1,379 | \$1,417 |
| 3 | \$1,334 | \$1,359 | \$1,400 | \$1,438 |
| 4 | \$1,362 | \$1,387 | \$1,414 | \$1,459 |
| 5 | \$1,393 | \$1,416 | \$1,443 | \$1,474 |
| 6 | \$1,419 | \$1,449 | \$1,473 | \$1,504 |
| 7 | \$1,449 | \$1,476 | \$1,507 | \$1,536 |
| 8 | \$1,479 | \$1,507 | \$1,535 | \$1,571 |
| 9 | \$1,503 | \$1,529 | \$1,558 | \$1,587 |
| 10 | \$1,534 | \$1,554 | \$1,581 | \$1,611 |
| 11 | \$1,566 | \$1,586 | \$1,607 | \$1,635 |
| 12 | \$1,599 | \$1,620 | \$1,640 | \$1,662 |
| 13 | \$1,633 | \$1,654 | \$1,675 | \$1,696 |
| 14 | \$1,666 | \$1,688 | \$1,710 | \$1,732 |
| 15 | \$1,701 | \$1,722 | \$1,746 | \$1,768 |
| 16 | \$1,737 | \$1,759 | \$1,781 | \$1,805 |
| 17 | \$1,773 | \$1,796 | \$1,819 | \$1,842 |
| 18 | \$1,816 | \$1,846 | \$1,875 | \$1,905 |

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 | |
|----------------------------------|---|--|
| CDS, HIT, PDT, PTA, SPT, SUR and | The faculty member will earn 1 LHE times the credit hours | |
| XRY Practicums | scheduled for lecture. | |
| | PLUS | |
| | 0.33 LHE times the number of | |
| | students enrolled | |
| ECE Courses with a field | The faculty member will earn 1 LHE times the credit hours | |
| placement component: ECE 104 | scheduled for lecture. | |
| and ECE 255 | PLUS | |
| | Additional 0.5 LHE to manage field component, | |
| | relationships, opportunities, and process | |
| English Composition | LHEs = credit hours x 1.25 | |
| (also includes developmental | | |
| composition, ESL, creative | | |
| writing, technical writing, and | | |
| journalism) | | |

| Flex | | |
|---------------------------------|--|--|
| the first term teaching course: | LHEs = 1.4 X credit hours | |
| in each subsequent term: | LHEs = 1.17 X credit hours (applied only to those | |
| | components of the course offered in Flex Learning Mode) | |
| Flex Plus | | |
| the first term teaching course: | LHEs = 1.75 X credit hours | |
| in each subsequent term: | LHEs = 1.17 X credit hours (applied only to those | |
| | components of the course offered in Flex Plus Learning | |
| | Mode) | |
| Rice Center Mentors | 1 LHE per mentee for a maximum of 2 LHEs per year (Fall and Spring Only) | |
| | Pay will be disbursed halfway through the semester | |
| | in which this work is being conducted, once | |
| | verification of project progress has been completed | |
| | When 2 faculty mentors are advising 1 student, they | |
| | will share LHE compensation, with the allotment | |
| | determined by mutual agreement | |
| Headcount (See Article 2.5) | 1/10 of normal course pay per student, i.e. | |
| | 1/10 x # of students x LHEs | |
| Honors contracts | 1/10 of normal course pay per student, i.e. | |
| (up to a maximum of 1 LHE per | 1/10 x # of students x LHEs | |
| course) | | |
| 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. | |
| Independent study and pro-rata | 1/10 of normal course pay per student, i.e. | |
| courses | 1/10 x # of students x LHEs | |
| 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 | |
| Modern Language Courses | LHEs = 1.1 X credit hours | |
| Open Lab | LHEs = credit hours x .70 | |
| Standard Lab | LHEs = credit hours x 1.0 | |

| Writing Intensive (designated WI) | |
|--|-------------------------|
| first time the adjunct teaches course subsequent terms after the | LHEs = credit hours + 1 |
| first | LHEs = credit hours x |
| | 1.25 |

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

A. Applied Music:

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

| 2025-2026 | 2026-2027 | 2027-2028 | 2028-2029 |
|-----------|-----------|-----------|-----------|
| \$ 62.58 | \$64.71 | \$66.91 | \$69.18 |

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

B. Nurses performing Clinical Assignments:

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:

| 2025-2026 | 2026-2027 | 2027-2028 | 2028-2029 |
|-----------|-----------|-----------|-----------|
| \$33.89 | \$35.04 | \$36.23 | \$37.47 |

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

| Step | 2025-2026 | 2026-2027 | 2027-2028 | 2028-2029 |
|------|-----------|-----------|-----------|-----------|
| 1 | \$55.36 | \$56.74 | \$58.16 | \$59.62 |
| 2 | \$55.84 | \$57.24 | \$58.67 | \$60.14 |
| 3 | \$56.83 | \$57.74 | \$59.19 | \$60.67 |
| 4 | \$58.07 | \$58.76 | \$59.70 | \$61.20 |
| 5 | \$64.86 | \$65.90 | \$66.95 | \$68.02 |

For step advancement, hours are converted to LHEs at the rate of 37.5 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 = 112.5 clock hours = 135 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 paid for work scheduled and performed. Their hourly compensation encompasses all work performed, including preparations. Adjunct faculty librarians are scheduled to work clock hours and paid at their step rate defined in Article 9.1 on Table B. Librarians' clock hours are converted to LHEs with 1 LHE = 37.5 clock hours using the following formula to determine number of LHEs/term: (# clock hours per week x # weeks in a term) / 37.5 hours = total LHEs per term.

Their hourly compensation encompasses all work performed, including preparations.

D. Coaches:

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.

| Sport | Title | Total LHEs |
|--------------------|-------------|------------|
| M/W Cross Country | Head Coach | 5 |
| M/W Cross Country | Asst. Coach | 2 |
| Men's Golf | Head Coach | 9 |
| Men's Golf | Asst. Coach | 3 |
| Men's Baseball | Head Coach | 11 |
| Men's Baseball | Asst. Coach | 8 |
| Men's Basketball | Head Coach | 11 |
| Men's Basketball | Asst. Coach | 8 |
| Men's Soccer | Head Coach | 11 |
| Men's Soccer | Asst. Coach | 8 |
| Men's Tennis | Head Coach | 6 |
| Women's Volleyball | Head Coach | 11 |
| Women's Volleyball | Asst. Coach | 8 |
| Women's Basketball | Head Coach | 11 |
| Women's Basketball | Asst. Coach | 8 |
| Women's Soccer | Head Coach | 11 |
| Women's Soccer | Asst. Coach | 8 |
| Women's Softball | Head Coach | 11 |
| Women's Softball | Asst. Coach | 8 |
| | | |
| Academic | Head Coach | 6 |
| TBD | Coach | 6 |

Coaches will work with the Athletic Director to determine how LHE allocations will be distributed by term.

If the College would like to add additional teams or coaches, their compensation will be negotiated with the Association.

E. Adjunct Faculty Tutors:

All adjunct faculty tutors, including those working in the Learning Center and embedded tutors, will be paid at the rate of 37.5 clock hours per LHE, using the following formula to determine number of LHEs/term: (#clock hours per week x #weeks in a term)/37.5 hours = total LHEs per term.

F. <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 Academic Procedures:

<u>Coordination of Major College-wide Initiatives</u>
Alternate Time for Department/Program Management

G. Persistence Project Designation

For the fall of 2025 all previous Persistence Project participants who enrolled, as well as new participants who registered by May 20, 2025, will receive a \$1,250 payment if they commit to fully implementing and completing the Persistence Project into up to two of their assigned courses.

For the spring of 2026, all adjunct faculty may apply to commit to fully implementing the Persistence Project into up to two of their assigned courses. Participation will be capped at 100 or the number who participated in the fall, whichever is greater. Participants will receive a \$1,250 payment for completion.

Starting in fall 2026, adjunct faculty who commit to fully implementing the Persistence Project into up to two of their assigned courses in each of the fall and spring semesters will receive a Persistence Project Faculty designation. Such designation comes with a payment of \$1,250 per semester (fall and spring) for completion.

10.4 LHE Formulas for Other Compensation:

For most hourly assignments not previously described, hours are converted to LHEs at the rate of 37.5 clock hours per LHE (.027 LHEs per hour) and paid according to the schedule in Article 10.1. Such assignments include the following, subject to the conditions described:

| Assignment | Conditions/Limitations | Pay formula |
|---|---|--|
| College-Wide Committees | Subject to appointment (as identified by AFA and VPAA) | 37.5 clock hours per LHE=.027 LHE per clock hour or LHEs = clock hours/37.5 |
| Curriculum development (preparation of new course proposal for submission to the Curriculum Committee) | LHEs recommended by dean, approved by Council of Deans and Provost and Vice President for Academic Affairs | 37.5 clock hours per LHE=.027 LHE per clock hour or LHEs = clock hours/37.5 |
| New Faculty Orientation | Attendance required for new faculty. See Article 3.4D | 37.5 clock hours per LHE=.027 LHE per clock hour or LHEs = clock hours/37.5 |

| Orientation Week department meetings | Attendance required (see Article 3.4B) | 37.5 clock hours per LHE=.027 LHE per clock hour or LHEs = clock hours/37.5 |
|---|--|--|
| Other directed work or short-term projects | Recommended by chair, but can only be assigned by dean/director | 37.5 clock hours per LHE=.027 LHE per clock hour or LHEs = clock hours/37.5 |
| Sponsor an academic student club/organization | LHEs based on hours, type of responsibility, and commitment required, as determined by dean in consultation with Director of Student Life and Campus Inclusion and approved by VPAA | 37.5 clock hours per LHE=.027 LHE per clock hour or LHEs = clock hours/37.5 |
| Student Learning Outcomes Assessment | Develop and/or evaluate a course/program or general education assessment as assigned by department/program (does not include required activities in Art. 3.3). Hours determined by mutual agreement. | 37.5 clock hours per LHE=.027 LHE per clock hour or LHEs = clock hours/37.5 |
| WSAT reading | Readers: .027 LHE per clock hour Organizers: .0325 LHE per clock hour | |

Exceptions to the 37.5 clock hours per LHE rule:

| | | 3 LHEs for Liberal Arts |
|-----------------------------------|----------------------------|--------------------------|
| | | 1.5 LHEs for STEM |
| Adjunct Faculty Fellow | | 1.5 LHEs for BCT |
| | | 1 LHE for Health Careers |
| | | 1 LHE for Library |
| Co-coordinator for New | | 1 LHE for Fall/Spring |
| Faculty Orientation | | .5 LHE for Summer |
| Facilitating a faculty seminar | No additional compensation | 16 week seminar: 3 LHEs |
| racilitating a faculty Selfillial | for preparation | 8 week seminar: 1.5 LHEs |

| | | pro-rata at the adjunct faculty |
|----------------------------|---|---------------------------------|
| Long-term substitution | Continuously for more than 4 | member's step rate for the |
| | weeks (2 weeks in summer) | period covered |
| | llana completion of tunining | Mentors: .15 LHE per mentee |
| | Upon completion of training and submission of meeting log | Mentees: .15LHE upon |
| New Adjunct Mentorship | and submission of meeting log | completion of mentorship (6 |
| Program | Incoming facilitator receives | contact hours) |
| | one-time .3 LHE training | Facilitate CF LUF |
| | | Facilitator: .65 LHE |
| | Subject to approval by chair | Normally, LHEs equivalent to |
| Online Master Course Shell | and dean; paid when | course credits. |
| Development | development is complete and approved by Council of Deans | |
| Development | and Office of Online | |
| | Curriculum and Instruction | |
| Orientation week | No additional compensation | \$85 per hour |
| presentations | for preparation | |
| Orientation Week | At least 3 hours (see Article | .081 LHE |
| Participation Package | 3.4B) | |
| Six Meeting Package | See Article 3.4A | .25 LHE per semester |
| Substitution | Substitutes must maintain | 020 LHE per E0 minute |
| (short term, per class) | scheduled office hours, except | .029 LHE per 50-minute |
| (Siloit terili, per class) | as approved by dean | academic nout |
| Withdrawn/canceled courses | | \$160/ section |
| | | 3-10 calendar days before |
| | | course starts |
| | See Article 2.6 | 62257 |
| | | \$225/ section |
| | | <3 days before course starts |
| | | |

10.5 Benefits:

- 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>Deferred Compensation</u>: Adjunct faculty members may invest in the available deferred compensation programs at Oakton College. More information can be found in the Human Resources card in MyOakton under the Retirement link, or by clicking here.
- C. <u>Fitness Center Access</u>: Adjunct faculty members can enjoy free access to the Fitness Center. Visit the Fitness Center for details on access or <u>click here</u> for more information.

D. <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 four College credit courses per semester and two 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. More information, including the form, can be found in the Human Resources card in MyOakton under the HR Forms & Documents - General link, or by clicking here.

- E. <u>Employee Assistance Program (EAP)</u>: Adjunct faculty members have access to the Employee Assistance Program (EAP), a comprehensive resource designed to support their mental, emotional, and financial well-being. The free, confidential service is available to them and their family members anytime, anywhere. Read more about EAP by <u>clicking here</u> to access a brochure from the College's EAP benefits provider. The EAP information can also be found in the Human Resources card in MyOakton under the Benefits link.
- F. <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.

- G. <u>Adjunct Faculty Sabbatical Exploratory Committee</u>: Following ratification and approval of this agreement, the College and the Association will form an exploratory committee to consider an adjunct faculty sabbatical program and develop an MOU.
- H. <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.
 - o Newly designated senior lecturers will be given an opportunity to select a recognition gift.
 - o Health Care Offset Payments: Senior Lecturers will receive a \$750 wage payment in the spring and fall semesters.

I. <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. Adjunct faculty who choose to inform the College of their intent to retire via the online form can indicate their intent to apply for Emeritus Status on the form. 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, or on the intent to retire online form. 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 10 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. Those who indicate that they are applying for Emeritus Status on the intent to retire online form will gain student-level email access on their last day of employment, until Emeritus Status is granted at the will of the Board of Trustees.

J. Anniversary of Employment for Recognition at Employee Recognition Banquet: The College recognizes all employees for their dedication to the College based on the number of fiscal years they have been employed at Oakton. Beginning in academic year 2025-2026, the College will internally recognize any adjunct faculty member's paid work (for instance, fall, spring, summer semester assignments), done in a fiscal year when calculating their anniversary of employment for recognition at the annual Employee Recognition Banquet. This calculation formula will begin at the currently determined anniversary date for adjunct faculty employed previous to this contract, is solely used to determine the anniversary of employment, and does not apply to the years of service formula, the formula for seniority, or for SURS purposes.

Article XI Duration of Contract

11.1 Effective Date and Duration: This agreement shall be effective August 11, 2025 and shall continue in effect until the day before the start of the Fall 2029 academic term.

Date Executed: ______

Board of Trustees, Oakton College Adjunct Faculty Association, IEA-NEA

Chairperson President

Secretary 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.

Academic Year: 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.

Adjunct Faculty Fellow: The Adjunct Faculty Fellow plays a vital role in supporting the success and engagement of adjunct faculty within the division. Reporting directly to the division dean and serving as a thought partner, the Adjunct Faculty Fellow will focus on strengthening adjunct faculty support, fostering communication between adjunct faculty members and administration, and contributing to broader academic initiatives. The Adjunct Faculty Fellow will also serve as a member of the College's Academic Council, representing adjunct faculty member interests and participating in institutional academic planning and decision-making.

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

<u>Bargaining Unit</u>: 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.

<u>Course development</u>: Course development refers to preparation of a new course proposal for submission to the Curriculum Committee.

<u>Days:</u> 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.

<u>Diminished Capacity</u>: 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.

<u>Domestic Partnership:</u> 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 three of the following: A Domestic partnership 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.

<u>High Impact Practice (HIP)</u>: High-Impact Practices (HIPs) are evidence-based practices that increase rates of retention, engagement, and persistence for all students irrespective of identity. A list of approved HIPs can be found at the following link:

https://docs.google.com/document/d/1REiVnLP9uxGfw-S5rlw50gSwc-x0uADnbcHlzor229E/edit?usp=sharing

<u>Interim Terms</u>: 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.

<u>LHE</u>: 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 10 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 10, 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.

<u>OCCFA</u>: Oakton Community College Faculty Association, which is the bargaining unit for full-time faculty at Oakton.

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 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 card of the HR, Payroll & CPD card 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 College.

<u>RICE</u>: The Research, Innovation and Creative Engagement (RICE) Center. Research mentors will guide students in the development of independent research projects. Mentors will focus on the long-term academic and personal growth of the students that they are paired with, providing exposure to and guidance through discipline-specific research methods, instructing students in ethical aspects of research, and providing hands-on data analysis. Initially, faculty mentors will be selected from the Division of Liberal Arts. Faculty members from other disciplines are invited to participate via interdisciplinary projects with Liberal Arts faculty members. Selection will be made according to the process outlined in the joint MOU dated January 8, 2025.

Semester: 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.

<u>Year of Service</u>: Years of service determine the salary step for all LHE-based compensation (see Art. 10.2 above). Years of service are determined by the following:

The completion of two academic terms (fall, spring, or summer) with an instructional load (teaching, coaching and tutoring) of at least 3 LHEs. Instructional load of at least 3 LHEs in any one term earns ½ year of service or coaching assignment. 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 effective from Fall 2023 forward and is not retroactive to previous academic years.

Attachment A

Adjunct Scheduling Preference Form

Note: This is a facsimile of the online form for reference; please do not print and fill out – submission must be made via the Google 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

*Select a department:

Other

[drop down menu]

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

| • • | urses you are qualified to teadurses with commas.) | ch. Please do not include s | pecific sections. Please se | parate |
|-----------------|--|------------------------------|-----------------------------|----------|
| = | u requesting a course you dev nclude Course Name and Cou | | | |
| If yes, (| Course name | | _# | |
| following cour | d courses are not available, I rses: te multiple courses with com | | to teach the | |
| (The fir | nd times for teaching. The state of the stat | _ | | |
| Late start cour | rses: | | | |
| l p | orefer to teach late start cours | ses this semester | | |
| l v | vill consider teaching late sta | rt courses this semester. Pl | lease contact me. | |
| I d | do not want to teach late star | t courses this semester. | | |
| - | nes I prefer for teaching: te multiple dates and times v | with commas. The college | is closed after 5 on Satur | days and |
| and times. | ed days/times are not availa | | | |

*The courses I prefer to teach:

Sundays.

| If my preferred days/times are not available |
|---|
| Contact |
| No need to contact me |
| *Days and Times I am NOT available for teaching. Please separate multiple dates and times with commas. |
| *Campus PreferenceDes PlainesSkokie (RHC)No Preference |
| I am willing to teach at both campuses |
| *Online and Hybrid Courses |
| Do you have the required qualifications to teach online courses? (See contract section 2.1, Qualifications)YesNo |
| If you selected Yes, please select which of the following qualifies you. Teaching credit courses at Oakton in an online or hybrid format for at least one full academic term prior to Summer 2020. |
| A project-based faculty seminar that includes preparing someone to teach online. |
| A project-based faculty seminar that includes preparing someone to develop an online course that results in a new online course shell. |
| An in-house or proprietary training to teach online. |
| The Oakton online course development process that includes development of a new shell. |
| The three core courses in the Illinois Online Network (ION) Master Online Teacher certificate program (Overview of Online Instruction). |
| Select your online preference |
| 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. |

| I am willing to teach either in-person or online. |
|--|
| I am not interested nor qualified to teach online. |
| *Number of LHEs I am requesting for this term for this departmentLHE |
| I have also requested teaching LHEs in another department. |
| NoYes |
| If yes, please list the department(s) |
| Department |
| *Non-Teaching LHEs |
| 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 |
| I understand that non-teaching assignments will contribute to my LHE total for each semester. |
| I may have non-teaching LHE assignments this semesterYesNo |
| Total LHEs may not exceed 13 LHEs in a Fall or Spring semester or 33 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. Find details from the contract with this link.

Attachment B Forms and Documents for Classroom Observation and Faculty Evaluation

A. 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.

| Instruc Date of | of Observation Cours | se and Sectionerver |
|--------------------|---|--|
| 1. | . What is the main objective of the class session to learning objectives? | be observed? How does this support the generic course |
| 2. | . How are you planning to achieve this objective? | |
| 3. | . How does this class session fit in with your overal | 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 awa | re of such as special circumstances, problem student(s), etc.? |

Attachment B Forms and Documents for Classroom Observation and Faculty Evaluation

B. Adjunct Faculty Classroom Observation Rubric

Adjunct Faculty Class Observation Rubric [2024]

Faculty being observed_____ Course/Section____ Date Observed: _____

| Total Semesters Taught: Observer: | | | | | | |
|---|---|--|--|---|---|-------------------------|
| Area Being evaluated | Unsatisfactory | Marginal | Average | Strong | Outstanding | Not Observed (NO) |
| Goals and Objec tives | 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 | | | | | | |
| Orga nizati on of Less on 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 | 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 | 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. | |
|----------------------------|---|---|--|---|--|--|
| | | | | | engagement. | |

Comments

| Class | Control of the classroom environment | Classroom management is either too stifling | Some but not all class activities, | All class activities, including | All class activities, including | |
|-------|--|--|---|--|---------------------------------------|--|
| Mana | and/or | or too lax. The | including | discussions, | discussions, | |
| geme | student | majority of | discussions | are | are managed | |
| nt | activities is significantly lacking, and elicits a sense of chaos that does not support course objectives. The students are unprepare d and/or significantly off task. | students may lack class materials or are not prepared. On occasion, students are not kept on task. | are adequately managed. Some students may lack class materials or are not prepared. | adequately managed. The majority of students seem prepared for class and are kept on task. | very well. | |

Comments

| Subje ct Matt er Exper tise | 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. | Demonstrate s 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. | |
|---------------------------------------|---|--|--|---|---|--|
| Teac hing Meth odolo gies | Appears to have little or no knowledge of active or inquiry-based learning methodologies and does not | Appears to have some knowledge of active or inquiry-based learning methodologies and rarely | Demonstrates adequate knowledge of active or inquiry-based learning methodologies and sometimes | Demonstrates knowledge of active or inquiry-based learning methodologie s and employs inclusive^ or | Demonstrates superior knowledge of active or inquiry-based learning methodologies and employs | |

employs

inclusive[^] or

high impact

(HIPs) and at

knowledge to

help students

matter.

times uses that

learn the subject

practices~

inclusive[^] or

high impact

practices~

(HIPs) and

knowledge to

independent

uses that

enhance

learning.

high impact

practices~

(HIPs) and

knowledge to

help students

uses that

learn the

subject

matter.

Comments

employ any

inclusive^ or

high impact

practices~

(HIPs) and

thereby

hindering

student learning.

therefore does

not use them in

the classroom,

employs

inclusive^ or

high impact

practices~

(HIPs) and

the

therefore, does

not apply them

consistently in

classroom.

| Classroom presentation is unprofessiona I, 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. |
|---|--|--|---|---|
| ts | | | | |
| 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. |
| ts | | | | |
| Exhibits a lack of respect towards students, and does not know their names. Classroom atmosphere is sterile and/or | 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 | Demonstrates adequate rapport with students. Knows students' names and interacts with some | Demonstrates superior rapport with the students. Knows students' names and appears to have built a strong classroom |
| | presentation is unprofessiona I, unclear and/or very confusing. Delivery is monotonous and/or dull. To be not provide opportunities for students to become involved, does not promote questions or discussion nor allows for group work. Exhibits a lack of respect towards students, and does not know their names. | presentation is unclear and confusing. Delivery is monotonous and/or dull. Does not provide opportunities for students to become involved, does not promote questions or discussion nor allows for group work. Exhibits a lack of respect towards students, and does not know their names. Provides very few opportunities for students to become involved, to work with the subject matter or to ask questions. Knows students' names but does not interact sufficiently with students to build | presentation is unclear and confusing. Delivery is weak. Does not provide opportunities for students to become involved, does not promote questions or discussion nor allows for group work. Exhibits a lack of respect towards students, and does not know their names. Provides very few opportunities for students to become involved, to work with the subject matter or to ask questions. Provides very few opportunities for students to become involved, to work with the subject matter or to ask questions. Exhibits a lack of respect towards students, and does not know their names. Knows students' names but does not interact sufficiently with students to build Demonstrates times clear and at times clear and at times clear or the delivery is at times weak. Provides for student involvement through one or two of the following: questions, class activities, discussions and/or group work. Demonstrates adequate rapport with students. Knows | presentation is unclear and confusing. I, unclear and/or very confusing. Delivery is monotonous and/or dull. Does not provide opportunities for students to become involved, involved, discussion nor allows for group work. Exhibits a lack of respect towards students, and does not know their names. Exhibits a lack of respect towards students, and does not know their names. Provides very few opportunities for student involvement through one or two of the following: questions, class activities, discussions, and/or group work. Provides for student involvement through one or two of the following: questions, class activities, discussions, and/or group work. Provides for student involvement through one or two of the following: questions, class activities, discussions, and/or group work. Exhibits a lack of respect towards students, and does not know their names. Exhibits a lack of respect towards students to build sufficiently with students. Knows Exhibits a lack of respect towards students to build sufficiently with students. Knows Exhibits a lack of respect towards students to build sufficiently with students. Knows |

| | tion. for c | sroom or lassroom agement but ooth. | an adequate manner, or in appropriate measure both within the classroom and for classroom management. | an adequate manner, and in appropriate measure, both within the classroom and for classroom management. | an integrated and logical manner, and in appropriate measure, both within the classroom and for classroom management. |
|--------------------------------------|--|---|--|--|---|
| Critic Does n | | | Has | Has deliberately | Has dolihoratoly |
| ing to think critical delivers | age creat ts' ability envir wher ly*; enga ts content think e manner. does | erately ted an ronment re students tige in critical ting* but tirespond to ent inquiry. | deliberately created an environment where students engage in critical thinking* but does not facilitate the progression of critical thought. | created an environment where students engage in critical thinking* and facilitates the progression of critical thought in one part of the class meeting. | deliberately created an environment where students engage in critical thinking* and facilitates the progression of critical thought in more than one part of the class meeting. |

| Cul tur al Co mp ete nc e & Inc lus ive Te ac hin | Fosters an environment that is dismissive, disrespectful and exclusionary; does not employ inclusive teaching practices. The classroom is not a place of free and unfettered inquiry. | Does not consistently foster an inclusive teaching environment that is supportive and respectful, where there is minimal inquiry in the classroom. | On occasion does not maintain an inclusive teaching environment that is acceptably supportive and respectful, where the classroom is a limited place of inquiry. | Maintains an inclusive teaching environment that is acceptably supportive and respectful, where the classroom is a place of inquiry. | Intentionally creates and fosters an inclusive teaching environment that is supportive and respectful, where the classroom is a place of vibrant inquiry. | |
|---|---|---|---|---|--|--|
| g Commer | nts | | | | | |
| | | | | | | |
| In Cla ss As se ss me nt of Stu de | 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. | |

nt Le arn ing Le vel

| 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 and Instruction Signature: | 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 03-28-2025

^ Examples of inclusive teaching practices can be found at https://acue.org/wp-content/uploads/2020/08/Inclusive-Teaching-Practices-Sheet accessible 2-1.pdf/

[~] High Impact Practice (HIP) High-Impact Practices (HIPs) are evidence-based practices that increase rates of retention, engagement, and persistence for all students irrespective of identity. The College list for HIPS: https://docs.google.com/document/d/1N7GM64DUeboqbdul2W15IJtG bQ0Kic1hxlytvPNUal/edit?tab=t.0

^{*} The Key Performance Indicators for Oakton's Critical Thinking General Education Learning Outcomes can be found at https://catalog.oakton.edu/academic-curricula-departments/general-education-learning-outcomes/

Attachment C Forms and Documents for Classroom Observation and Faculty Evaluation

C. Faculty Online Class Observation Rubric

| Faculty being observed | Obs | server |
|------------------------|------|---------------------------|
| Course/Section | Date | _ Semesters Taught online |

| Area Being evaluated | Unsatisfactory | Marginal | Average | Strong | Outstanding | Not Observed (NO) |
|--|---|---|--|--|--|-------------------------|
| Goals & Objective s | 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 | | | | | |
| Organiza tion 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 | | | | | |
| 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. | |
|-------------------------------------|--|--|--|--|--|-------------------------|
| | COMMENTS | | | | | |
| Area Being evaluated | Unsatisfactory | Marginal | Average | Strong | Outstanding | Not Observed (NO) |
| Teaching Methodol ogies | 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 | | | | in the students. | |
| Use of Internet Resource s | 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 | | | | tical. | |
| 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 ¹ ; delivers content in a rote manner | Has not deliberately created an environment where students engage in critical thinking but does respond to student inquiry. | Has deliberately created an environment where students engage in critical thinking but does not facilitate the progression of critical thought. | Has deliberately created an environment where students engage in critical thinking 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 and facilitates the progression of critical thought in more than one part of the class meeting. | |

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

| Cultural Compete nce | 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. | |
|----------------------------|---|---|--|---|---|-------------------------|
| | COMMENTS | | | , | | |
| Area Being evaluated | Unsatisfactory | Marginal | Average | Strong | Outstanding | Not Observed (NO) |
| Being | 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. | Average 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. | Outstanding 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. | Observed |

| 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 and Assessment: | | Date: |
| All online courses will also be reviewed by a distance learning Oakton standards as expressed in the Oakton Community Costandards. As needed a lead member of that team will join in | llege Online Rubric, | 2 nd Edition, 2012 and other |

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

Memorandum of Understanding Between Oakton College and AFA-IEA/NEA

This Memorandum of Understanding (MOU) is entered into between the Adjunct Faculty Association ("AFA") and Oakton College (the "College") this 16th day September, 2025.

Based on AFA and the College's shared interest in improving the clarity, consistency, and transparency of adjunct faculty payroll processes, AFA and the College agree to the following:

Establish a joint advisory committee (upon ratification and approval of CBA) composed of an equal number of adjunct faculty chosen by the AFA and the College (up to four each) to make recommendations for improvements to the payroll process for adjunct faculty. Adjunct faculty who participate in the joint advisory committee will be compensated at the 37.5hours/LHE rate, up to 1.0 LHE per adjunct faculty member for a total of 4 LHEs. Unless otherwise mutually agreed, the work of this advisory committee shall conclude by one calendar year from ratification and approval of the CBA.

The topics to be address include but are not limited to:

- 1. Reviewing the variations in payroll codes for the purpose of standardizing the codes with descriptions and ensuring transparency for compensated work:
 - Centralization of payroll coding versus divisional approach.
 - More consistency and precision with line item language.
- 2. Reviewing the payroll process for the purpose of making it more transparent.
- 3. Clarifying timelines for when adjunct faculty get paid for non-teaching tasks.

Developing a notice of appointment/assignment (per MOU in last CBA) for all positions covered by this CBA.

MEMORANDUM OF UNDERSTANDING Development and Implementation of Offer of Tentative Teaching Assignment

This Joint Memorandum of Understanding is entered into between Adjunct Faculty Association ("AFA"), and Oakton College (the "College") this 16th day September, 2025.

AFA and the College will form a post-negotiations committee to explore development and implementation for a standardized or automated "tentative teaching assignment" for chairs to distribute to adjunct faculty when classes are tentatively assigned and for adjunct faculty to accept their tentatively assigned classes, and indicate any other tentative non-teaching assignments.

This committee shall consist of at least two (2) representatives from AFA appointed by the Association and others with relevant roles at the College, for instance, Human Resources, Academic Affairs administrators, chairs/coordinators, and Information Technology.

This Memorandum of Understanding is authorized by the signatures of the parties' representatives as set forth below.

MEMORANDUM OF UNDERSTANDING Adjunct Faculty Sabbatical Exploratory Committee

This Memorandum of Understanding is entered into between the Adjunct Faculty Association (AFA) and Oakton College (the "College") this 16th day September, 2025.

In the shared interest of the AFA and the College, both parties agree to mutually form an exploratory committee centered on the consideration of an Adjunct Faculty Sabbatical program upon the ratification and approval of the AFA contract.

The AFA and the College agree as follows:

- 1. Establish an exploratory committee comprised of three (3) AFA members appointed by the Association and an equal number of college representatives.
- 2. The committee will explore developing a sabbatical program for adjunct faculty members including but not limited to:
 - a. Criteria for the program.
 - b. Duration of the program.
 - c. Number of faculty who can partake in the program.
- 3. The exploratory committee may bring forth an additional MOU that details all the recommended components of an adjunct faculty sabbatical program based on mutual agreement for consideration by the College and the Association.