

# AFA/OCC Agreement Final

2013-14 through 2016-17

# Agreement

Between the Board of Trustees  
of Community College District 535

Oakton Community College

and the

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

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## Preamble

The Board of Trustees, Administration and the Adjunct Faculty of Oakton Community College District 535, having negotiated this contract, recognize that each party's interests are best served by working together and dealing with each other on the basis of mutual respect and shared interests, attempting in all good faith to live up to the spirit of this Agreement and to take this good faith approach in resolving differences that may arise from conflicting interpretations of the provisions of this Agreement. The parties respect the need to have a continuing dialogue regarding matters affecting the college community.

## Article I Recognition

1.1 Association Recognition: The Oakton Community College Board of Trustees (hereinafter the "Board") recognizes the Adjunct Faculty Association/Illinois Education Association/National Education Association at Oakton Community College (hereinafter the "Association" or "AFA") as the sole bargaining agent for part-time faculty who meet one of these criteria:

- A. Course instructors: teaching at least six (6) credit hours in the current semester or who are teaching no fewer than three credit hours and have taught at least six credit hours in either of the two previous semesters, not including the summer.
- B. Clinical instructors: working a minimum of 6 LHEs or 270 clock hours in the clinical assignment in the current semester in health career program clinical assignments or working no fewer than 3 LHEs or 135 clock hours in the clinical assignment in the current semester and have worked a minimum of 6 LHEs or 270 clock hours in the clinical assignment in either of the two previous semesters, not including the summer. For the purposes of unit eligibility, 270 clock hours in the clinical assignment is equivalent to 6 credit hours.
- C. Applied music instructors for private lessons: providing instruction to a minimum of 10 students in the current semester or providing instruction to a minimum of 5 students in the current semester and have provided instruction to a minimum of 10 students in either of the two previous semesters, not including the summer. For the purposes of unit eligibility, 10 students is equivalent to 6 credit hours or lecture hour equivalents.
- D. Coaches: assigned a coaching load of at least six (6) LHEs in the current semester or who are coaching no fewer than three LHEs and have coached at least six LHEs in either of the two previous semesters, not including the summer.
- E. For the purposes of unit eligibility, an adjunct faculty member may be assigned a combination of a minimum of three (3) LHEs of course instruction, and the number of clock hours equivalent to three (3) or more LHEs (using the 45 clock hours = 1 LHE formula) of coaching, counseling, clinical instruction, tutoring, and/or applied music private lessons.

- 1.2 Scope of Negotiations: The scope of Negotiations shall be subject to the Illinois Educational Labor Relations Act and the rules and regulations of the Illinois Educational Labor Relations Board.
- 1.3 Management Rights: The Association recognizes and acknowledges that the Board of Trustees is entrusted by law with the managerial responsibility of administering the affairs and operation of Oakton Community College and of making and adopting Board policies relating to the operation of the College. Both the Board of Trustees and Association affirm and accept the principle of good faith collective bargaining.
- 1.4 No Strike. The Association agrees that it will not, during the term of this Agreement, initiate, sanction, or encourage its members to engage in any unlawful strike or work stoppage on the part of its members.
- 1.5 Association Rights:
- A. The Adjunct Faculty Association will be furnished with a schedule of regular meetings of the College Board of Trustees, a copy of meeting agendas and any notice of special meetings of the Board of Trustees in a prompt and timely fashion. A copy of approved Board minutes shall be made available to the Association President or designee.
  - B. The Association shall be provided with a room for its use which may be used as an office.
  - C. Meeting Rooms/Interoffice Mail/E-Mail/Use of Equipment:
    - 1. The Association shall have the right to use meeting rooms for Association business and shall have the right to use inter-campus mail and e-mail. In each part-time faculty office the Association shall have one bulletin board provided by the Board for Association notices.
    - 2. The Association may have reasonable use of College duplicating equipment for appropriate Association purposes when such equipment is not required for other College business. The expense of duplicating supplies will be borne by the Association. No College equipment, e-mail, or supplies may be used by the Association for lobbying or political purposes.
  - D. The Association will be notified and provided an opportunity to appoint representation to College-wide committees concerned with the implementation of new technologies or technology policies that will impact the working conditions of adjunct faculty.

1.6 Fair Share:

- A. Each bargaining unit member who, as of October 1, fall semester and/or March 1, spring semester, or as a result of late start courses, meets the conditions of Association membership defined in Article I, 1.1 shall, as a condition of employment, join the Adjunct Faculty Association or pay a fair share fee to the Association equivalent to the amount of dues uniformly required of members of the Association, including local, state and national dues. Following the fifth pay period of the Fall and Spring semesters (Payrolls 5 and 15), the Administration will provide the Association a list of all adjunct and part-time faculty who have received teaching assignments. The Association will prepare a list of adjunct and part-time faculty to be given to the College who have either elected to have full (or local only) union dues and fair share fees deducted from their pay. The Adjunct Faculty Association President shall then submit to the Administration a list of adjunct faculty members who meet the conditions of Association membership due to courses that begin prior to Payroll 5 of the fall semester or Payroll 15 of the spring semester. The Association shall notify the Administration as soon as possible of the names of those adjunct faculty members who meet the conditions of Association membership due to late starting courses.
- B. The Board shall deduct the fair share fee from the wages of the non-member.
- C. Such fee shall be paid to the Association by the Board no later than ten (10) days following deduction.
- D. In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
1. The Employer gives prompt notice of such action in writing to the Association and permits the Association intervention as a party if it so desires, and
  2. The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.
- E. The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's non-negligent compliance with this Article. It is expressly understood that this hold harmless provision will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this Article.

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

#### 1.7 Payment for Association Business.

The Adjunct Faculty Association shall receive payment for 21 LHEs to transact the business of the Association for each school year. Any LHEs awarded to an individual adjunct faculty for transacting Association business will be awarded within the limits of their assignment (27 LHEs for Adjunct Faculty and 33 LHEs for Affiliated Adjunct Faculty).

The Association may receive additional LHEs payment to transact Association business. 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(s) of the academic year. The Association will receive an additional 3 LHE in 2016-2017 to reflect the additional time demands on the officers for bargaining a successor contract.

## Article II Working Conditions

2.1 Bargaining Unit Lists: The Adjunct Faculty Association will be furnished all Board agenda materials with information regarding the employment of faculty. If written permission to give out a residential telephone number is given by an adjunct faculty member on the 'Schedule of Courses' form, the Association shall have access to that number kept in each Division Office.

### 2.2 Meeting Schedules and Attendance

A. Adjunct faculty shall receive notification of their academic departmental and division meetings in the same mailings as notification is given full-time faculty, and may attend such meetings. Adjunct faculty who voluntarily attend departmental and division meetings will be compensated at a rate defined in Article 8.2(E). Affiliated adjunct faculty are expected to attend department and division meetings and do not receive additional compensation. Affiliated Adjunct faculty may participate in committees but without additional compensation.

To be eligible for payment for attending orientation, division and department meetings, an adjunct faculty member must commit to attending a minimum of 66% (6 of 9) of the meetings in a semester. The adjunct will be paid .25 LHE for meeting attendance including one 1.25 hours orientation week department meeting and eight (8) department and division meetings per semester. The LHE will be assigned at the beginning of the term. Failure to attend a minimum of 66% of the total number of meetings will result in the adjunct not being eligible to receive payment for meeting attendance in the next semester taught. Any meeting canceled will count as a meeting and as a meeting attended.

B. When the College requires attendance at an on-campus orientation workshop, training or informational session, the College will compensate that attendance at a rate stipulated in the table 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/Director in consultation with the faculty member.

| <b>Type of Meeting</b>                                  | <b>Compensation</b>                |
|---|------------------------------------|
| All department, division and orientation.               | 0.25 LHE per semester              |
| New faculty orientation (required), 6 total clock hours | 0.132 LHE                          |
| Substitute Pay  | 1/34 (0.029) LHE PER ACADEMIC HOUR |
| Search Committee and Special Committees                 | 1/30 (0.033) LHE PER CLOCK HOUR    |

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 2.2(A) (above).



- 2.3 Credit Union: 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.
- 2.4 Tax Shelter Annuity: Adjunct faculty members may invest in the available tax sheltered annuity program at Oakton Community College.
- 2.5 Qualifications:
- A. Eligibility to Teach Courses: Adjunct faculty members shall be eligible to teach only those courses for which they are qualified under the qualifications policy(ies) of the College.
- B. Changes in Qualifications for Teaching a Subject Area: When the qualifications required of faculty to teach in a subject area are changed, the adjunct faculty member will ordinarily be allowed to continue teaching while he or she is taking steps to obtain the new qualifications required. The period of time allowed to obtain the new qualifications will ordinarily be up to one year. The College will provide financial assistance for tuition or workshop registration fees for adjunct faculty members who have taught for a minimum of 11 semesters subject to approval of the Vice President for Academic Affairs and the availability of funds. The fund for Professional Development stipulated in section 2.9 will be the pool of funds used for any financial assistance for this purpose.
- 2.6 Teaching Assignments:
- A. Course Assignments – General Principles
1. The Dean of the appropriate division officially assigns adjunct faculty members' courses for all academic semesters and terms. It is recognized that the Dean may work through department chairs and coordinators.
  2. The maximum load set forth in Paragraph 2.6 (A)(8) below shall include any and all activities for which the adjunct faculty receives compensation. Nurses on clinical assignment loads are based on Article 8.2 (B); counselors loads are based on Article 8.2 (C); tutors assignment loads are based on Article 8.2 (D); and librarians assignment loads are based on Article 8.2 (E). Librarians, tutors and nurses assigned Patient Assessment/Clinical Patient Evaluation (PA/CPE) hired after August 1, 2013 will be paid on an hourly basis (Article 8.2) and will have the LHE calculation based upon the 45 clock hours per 1 LHE formula. Music faculty loads are based on 0.6 LHEs for each student taught in applied music lessons. All compensation shall be LHE-based except as set forth in Article 8.
  3. One or both completed forms ("Attachments A and B") shall be returned to the department chair or coordinator within the time frame stated in paragraph 2.6(A)(2). Assignments will be made to faculty qualified to teach the course and be at a teaching load of at least 6 LHEs.

The 60 Affiliated Adjunct positions offered in the Academic year of 2013-2014 was based on 86,150 credit hours taught on Census Day of the Fall 2012

semester. In subsequent years there will be a minimum number of 50 Affiliated Adjuncts positions offered in each academic year of the Contract with a maximum number of 70 Affiliated Adjuncts positions offered.

Beginning in the 2014-15 academic year, for every 1,450 decrease in credit hours from the fall 2012 benchmark of 86,150 credit hours reported on each Fall semester Census Day, the number of Affiliated Adjunct positions offered will be reduced by 1 from the original number of 60. For every 2,000 increase in credit hours taught from the fall 2012 benchmark of 86,150 as reported on each fall semester Census Day, the number of Affiliated Adjunct positions offered will be increased by 1 from the original number of 60. Adjustments in numbers of positions will occur in the academic year following the fall Census Day. (Fall 2013 Census Day numbers will be used for the 2014-15 academic year.)

Affiliated Adjuncts shall be chosen from the pool of existing adjuncts and be limited to those who have taught in excess of 6 semesters at the College. The College may hire up to an additional 10% of the number of Affiliated Adjuncts (ex. if the base number of Affiliate Adjunct positions is 60, the College could hire up to 6 additional Affiliated Adjunct faculty positions) at its sole discretion. At no time can the total number of Affiliated Adjuncts positions filled by applicants from outside the “pool of existing adjuncts”, as defined herein, exceed 10% of the number of Affiliated Adjunct positions. Any Affiliated Adjunct hired from outside the pool of existing adjuncts who subsequently completes a minimum of 6 semesters at the College will automatically become an adjunct “chosen from the pool of existing adjuncts” for purposes of the 10% limit set forth above.

In the event that the number of credit hours taught falls below 57,450 credit hours on a Fall Census Day or if the ACA is repealed, the College reserves the right to not offer any Affiliated Adjunct positions for the following Academic year. Adjunct Scheduling Preference Forms (Attachment A) are posted in myOakton under Human Resources Forms. Adjuncts and Affiliated Adjuncts wishing to teach at the College must complete and submit the forms electronically to their respective chairs/coordinators according to the following deadlines no later than one month or 30 calendar days prior to the start of registration for each term; e.g., registration for Fall may begin April 1; therefore, forms would be due on March 1. Registration dates are posted in the Academic Calendar on the Oakton Website. The College shall give notice to each adjunct that their completed adjunct preference form is to be submitted to their department chair / coordinator no later than 30 days prior to the start of registration for each term.

Normally notice of the initial assignments to at least 75% of the adjunct faculty, who have returned their preference form as described above, will be provided within two weeks following the opening of registration for the semester. Additionally, adjunct faculty who have 22 or more prior semesters' service as of the Fall semester and wish to state their availability and commitment to teach 6 or more LHEs in the subsequent fall and spring semesters will also complete the **Adjunct Commitment Contract** (Attachment B). The Department of Human

Resources will send notice by February 1 to adjunct faculty who will meet or exceed this 22 prior semester criteria after the fall semester of the academic year. These faculty will return the **Adjunct Commitment Contract** electronically by February 15 to their department chair or coordinator.

Failure to submit completed forms (Attachments A and/or B) in a timely manner may result in an assignment that does not reflect seniority.

4. Wherever possible, courses assigned to adjunct faculty will fall within the adjunct faculty's stated availability in the completed **Adjunct Scheduling Preference Form** ("Attachment A"), provided that the adjunct faculty member meets Oakton qualifications for these courses.
5. A course cannot be assured for an adjunct if a course for which the adjunct is eligible is not available within the time frame the adjunct has identified on the **Adjunct Scheduling Preference Form**. An adjunct faculty member will indicate within two weeks of being offered a teaching assignment whether he/she will accept or decline the offered course(s). This time period is required for full consideration.
6. An adjunct faculty member is expected to notify the department chair or division Dean as soon as possible if the adjunct cannot fulfill a commitment to teach a course.
7. Ordinarily, any other assignments shall be made in a reasonable and timely manner. The assignment of imbedded tutor LHEs will be done to the extent possible at the time of course assignments and coordinated with the Learning Center staff.
8. For the Fall of 2013, the maximum load for an adjunct faculty shall be 11.25 LHEs. Effective January 2014: The normal maximum load for an adjunct faculty shall be twelve (12) LHEs during a Fall or Spring semester and up to a maximum load of eight and eight-tenths (8.8) LHEs in a Summer semester. Adjunct faculty will have a maximum load of twenty seven (27) LHEs during a twelve month academic year. There will be some flexibility for adjunct faculty to have a maximum load of thirteen (13) LHEs in any given fall or spring semester provided the academic year LHE total does not exceed 27 LHEs.

The normal load for an Affiliated Adjunct faculty shall be from nine (9) to twelve (12) LHEs during a Fall or Spring semester and from six (6) to nine (9) LHEs in a Summer semester. Affiliated Adjunct faculty will have a load of a minimum of twenty-seven and one-tenth (27.1) LHEs and a maximum of thirty-three (33) in a twelve month academic year. There will be some flexibility for Affiliated Adjunct faculty to have a maximum load of thirteen (13) LHEs in any given fall or spring semester provided the academic year LHE total does not exceed 33 LHEs.

Interim term courses and assignments are counted toward their affiliated semester and are subject to the maximum loads established for that semester. Any and all assignments paid on the basis of a lecture hour equivalent will apply to maximum teaching and assignment loads.

B. Seniority:

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

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

1. 22 or More Semester Adjuncts: The first priority in course assignments is the group of adjunct faculty and Affiliated Adjunct Faculty who have taught 22 or more semesters at the College. These adjuncts who seek their minimum assignment six (6) for 22 or more semester adjuncts; nine (9) for Affiliated Adjunct faculty) shall receive their assignment prior to the assignment of any other adjunct faculty members. They must have submitted their Adjunct Commitment Contract and their Adjunct Scheduling Preference Form to their department chair or coordinator. Every effort will be made to assign at least this minimum load to the adjuncts who meet this criteria and sign the **Adjunct Commitment Contract**.
2. Affiliated Adjuncts: The second priority in course assignments is the group of adjunct faculty who signed an Affiliated Adjunct Commitment Contract with the College for the academic year affected by the assignment. This priority shall extend to the minimum load designated for Affiliated Adjunct positions.
3. All Adjuncts: Adjunct faculty requesting an assignment of six (6) LHEs shall receive this assignment before any faculty member other than Affiliated Adjuncts, receives additional credit hours. However, an Affiliated Adjunct shall not receive more than an 11 LHE assignment in a Fall or Spring semester, when it will result in an adjunct with over 11 semesters of service excluding summer receiving fewer than 6 LHEs in same semester. When the assignment of six LHEs cannot be provided to all adjunct faculty members who request them, the most senior, qualified faculty will be given first priority. Seniority is based upon semesters taught at Oakton. In case of a tie in seniority, course assignments will be determined by lottery.

Once all current adjunct faculty have been assigned 6 LHEs and additional courses remain, adjunct faculty requesting additional LHEs (3 courses) may be assigned up to ten (10) LHEs. The additional LHEs shall be assigned on the basis of seniority. Assignments over 10 LHEs will be made on the sole discretion of the College.

It is the responsibility of each adjunct to keep track of his/her hours and to keep his/her load at or under 27 LHEs per academic year. Adjuncts who exceed 27 LHEs in a given academic year risk loss of assignment in subsequent years.

4. Adjunct faculty members who develop a course under provisions of Article II, 2.8 (A)(3) of this contract shall be given priority for assignment to at least one section of the course each time that it is offered, subject to contract assignment and reassignment provisions.
5. The 6 LHE commitment made by adjunct faculty under this provision is for assignments as faculty for courses and, if assigned at least 3 LHEs for courses, also for embedded tutor LHEs. The 6 LHE may be otherwise fulfilled with tutoring or other assignments only with the prior approval of the dean or appropriate director.

D. Reassignment of Courses: When appropriate under the conditions stated here, the Dean or designee shall make assignments to eligible adjunct faculty members' course section(s) that had previously been assigned to another adjunct or part-time faculty member.

1. An adjunct faculty member may not be reassigned courses previously assigned to another adjunct or part-time faculty member who has special skills, knowledge or certification germane to the particular course or section. In addition, an adjunct faculty member may not be assigned to a course section designated for a specific instructional approach or audience in ways such as, but not limited to, mode of delivery, venue or special audience.
2. In addition, adjuncts may be reassigned to courses previously assigned to other adjuncts or part-time faculty members in conformity with the following provisions:

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

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

Level III: Affiliated Adjunct faculty may be reassigned a course from Level I or Level II adjunct and part time faculty on the basis of strict seniority with the least senior adjunct and/or part time faculty being bumped first (see Article 2.6 (B)). Should an Affiliated Adjunct need to receive a reassignment two semesters in a row to maintain load, the Adjunct Faculty member and position will be removed from Affiliated Adjunct status.

- a. The adjunct faculty member has been assigned and then lost, due to low enrollment or to accommodate a full-time faculty member's need for load, a section or sections resulting in the adjunct's load falling below 6 LHEs for that term. Affiliated Adjunct faculty may be assigned courses reassigned from Level II adjunct faculty to obtain (9 LHE) minimum load for such position.
  - b. The adjunct faculty member must have taught the course at Oakton to which he/she is reassigned during the three years prior to the term in which reassignment takes place, or have the Dean's approval to teach the course.
  - c. Reassignment will be on the basis of seniority with the least senior part-time or adjunct faculty member in Level I being bumped first.
  - d. Reassignment will apply only until such time as the adjunct faculty member's load reaches 6 LHEs or the minimum load for the Affiliated Adjunct for the semester. Once this threshold is reached, no additional reassignments shall be made at the cost of another adjunct's load.
  - e. Ordinarily, the reassigned course that meets the above criteria should be within the time period the adjunct has indicated on the original Adjunct Scheduling Preference Form.
  - f. Ordinarily, when other options are available, an adjunct faculty member will not be moved out of the course if this would cause the adjunct faculty member to lose all of his or her courses for that term. Further, an adjunct faculty member shall not lose all courses to which initially assigned unless a senior adjunct faculty member who meets the criteria specified above has lost all courses and has no assigned load for the term.
- E. Payment for Withdrawn or Reassigned Courses: The College also recognizes that courses assigned to, but then withdrawn, from an adjunct faculty member may have already been prepared for at the cost of time. Therefore, if within seven calendar days or fewer before the official first day the course is scheduled to begin in any given term an adjunct faculty member's assigned course is cancelled, or is reassigned to a full-time faculty member who is in need of a course to complete a full load, or to another adjunct under terms of Article 2.6 (D), and if a replacement course is not offered, the College will pay a 1/25 (.04) LHE for the first credit hour of the withdrawn course and 1/45 (.022) LHE for every credit hour thereafter. LHE-based assignments will be included in the calculation of an adjunct faculty member's load. An adjunct faculty member may waive the provisions of this section in exchange for the College delaying the withdrawal of the course to five calendar days or fewer before the official first day the course is scheduled to begin. The College is under no obligation to grant the adjunct faculty member's request.

- F. Cancellation of “High Risk” Sections: If an adjunct faculty member agrees to teach a section that is designated “high risk” and the section is canceled, a stipend will be paid in accordance with the terms outlined above. Generally, “high risk” sections will be those scheduled to begin between 2:00 p.m. and 4:00 p.m., Monday through Friday, and those targeted to limited enrollment populations. Other circumstances may dictate the expansion of this designation. The Dean, with the approval of the Vice President for Academic Affairs, will designate those sections considered “high risk” prior to assignment.

## 2.7 Special Assignments:

LHE-Based Assignments: Other than classroom and laboratory assignments, an adjunct faculty member will be compensated on a 45 clock hours equals one LHE basis for all activities including, but not limited to, the following:

- A. An adjunct faculty member who is appointed by the College administration to sponsor an academic student club will be compensated on an LHE basis. The number of LHEs appropriate to a given advisor will be determined by the kind of responsibility, number of hours worked and commitment demanded. The number will be recommended by the Dean/Director in consultation with the Director of Student Activities and approved by the Vice President for Academic Affairs.
- B. An adjunct faculty member who is appointed to serve as a peer resource person will be compensated .033 LHE and work 15 hours with each faculty member assigned. No adjunct faculty member will be assigned more than three (3) LHEs for these activities during any given term.
- C. An adjunct faculty member who agrees to prepare a new course proposal and/or syllabus will be compensated on an LHE basis. The number of LHEs appropriate to a given course will be recommended by the Dean in consultation with the faculty member and as approved by the Academic Council and the Vice President for Academic Affairs. LHE are assigned based upon the number of clock hours (45 hours= 1 LHE) anticipated to complete the work. This provision applies to all course/syllabus development regardless of mode of delivery.
- D. WSAT test administration and/or readings, which shall be paid at 1/45 (.022) LHE per hour.
- E. Specified committee assignments as mutually agreed upon by the Association and the Vice President for Academic Affairs. Based on institutional need, such committee assignments normally will comprise those committees addressing teaching/learning issues and college wide governance. This shall be paid at 1/45 (.022) LHE per hour.
- F. Assignment to search committees pertinent to adjunct faculty members’ interests and any other College committees requiring extensive out-of-meeting assignments (as agreed to at time of the appointment). This work will be paid at 1/30 (.033) LHE per clock hour.

G. Contracts and compensation for other services to the College not delineated in this Collective Bargaining Agreement (including classroom, laboratory, coaching, tutoring and library services) are not subject to any terms of this Agreement, including those provided for the Alliance for Lifelong Learning and the Business Institute. However, the adjunct faculty member will be subject to the provisions of Board Policy 4004, multiple part time positions.

2.8 Tuition and Fee Waiver: An adjunct faculty or a family member (as described below) of the adjunct faculty member may enroll in a total of four (4) College credit courses per semester and two (2) in summer and receive a tuition waiver. This includes the adjunct, children, domestic partner, and spouse-by marriage or civil union living in the same household. The College will also waive up to \$125 in fees per academic year. The fee waiver may be used by the adjunct faculty member or a family member.

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

| Term in which person is eligible for adjunct faculty status: | Terms when courses may be taken: |
|--|----------------------------------|
| Fall (teach 6 LHEs)  | Fall, 4 courses                  |
| Spring (teach 6 LHE, or 3 if 6 taught in fall )              | Spring, 4 courses                |
| Summer (3 LHE)   | Summer, 2 courses                |

2.9 Professional Development Conferences: Adjunct faculty members may be eligible for approved travel and expenses for professional conferences, workshops and meetings, with higher priority given to those meeting in the Chicago area. Each request for professional development monies must be submitted in advance to the respective Dean/Director to whom the adjunct reports. Authorization will be contingent upon the estimated value of the professional meeting to the faculty member and to the College, the instructional time (if any) that would be lost to the College, the number of requests for reimbursement submitted by an individual adjunct, and the availability of funds. All such determinations shall not serve as precedent. For the term of this contract, \$50,000 will be available per academic year.

2.10 Office Hours:

- A. Adjunct faculty members shall schedule one (1) academic office hour weekly for each three (3) credits taught on campus in whole or in part. In the event that an adjunct faculty member's teaching assignment results in more than two office hours per week, the faculty member may schedule any hours in excess of two hours per week on-line.
- B. Adjunct faculty members shall schedule one (1) academic office hour per week on line for each three (3) credits taught on line. An office hour can be concurrently spent on campus.
- C. Office hours for courses taught in a compressed timeframe will be pro-rated such that the same total of office hours is maintained as would be required for a course



D. Article 8 compensation is based in part upon the office hour(s) included herein.

2.11 Notification of Available Full-Time Positions:

- A. When a new full-time faculty position is authorized, or an existing full-time faculty position is to be filled, a notification of such position will be posted in each adjunct faculty office
- B. Adjunct faculty members who apply for full-time positions and who meet the required qualifications will be considered qualified applicants. Ordinarily, if there are qualified adjuncts who apply for a full-time position, a minimum of 25% of the applicants initially interviewed will be drawn from the qualified adjunct pool. However, in no case where there are qualified adjunct applicants will the number of qualified adjuncts initially interviewed be fewer than one.

2.12 Absences:

- A. Adjunct faculty members who must miss a scheduled course or laboratory must notify their department chair or division office in advance, when possible. Sudden absences must be reported in as timely a fashion as possible.
- B. The salary of an adjunct faculty member who has excessive unexcused or non-emergency absences will be adjusted on a pro-rated basis for these absences.

Ordinarily 20% is considered “excessive.” The Dean or designee shall determine when absences are excessive, based on the 20% criterion. Adjunct faculty who miss 20% or more in two consecutive semesters may not be assigned classes in subsequent semesters. Imbedded tutors are covered by this provision.

- C. Tutors working in the Learning Center are assigned hours to work and are expected to work all hours as scheduled. Compensation is hourly based and paid for the hours actually worked. Absences by tutors are not subject to the absence provision in 2.12 B (above).

Any hours missed may be made up based upon operational needs of the Learning Center and as approved by Learning Center supervisory personnel. Failure to provide prior notice of an absence may result in the loss of opportunity to make up any hours missed.

- 2.13 Jury Duty: An adjunct faculty member may be absent to appear in court as a jury member or as a witness in a criminal court proceeding. An adjunct faculty member who knows of the need to be absent for jury and/or witness duty shall immediately inform the department chair of the dates and possible duration of the absence and inform the school a minimum of 24 hours in advance of the return to work date. Adjunct faculty will receive compensation at their customary rate for the period of said absences.

### **Article III**

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

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

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

Professional conduct and responsibilities are not subject to remediation.

- 3.2 Assessment of Student Learning: Department or institutional practice may require that adjunct faculty members participate in reasonable departmental or institutional activities, assigned prior to the beginning of the semester, designed to improve teaching and learning.
- 3.3 Remediation of Teaching Deficiencies: If Oakton seeks not to reemploy on a permanent basis an adjunct faculty member who meets the unit membership criteria as defined in Article 1.1 of this Agreement in six of the last eight semesters (exclusive of the summer session) for failure to adequately perform Professional Responsibilities, Tutoring, Teaching and Related Tasks, Oakton shall notify the Adjunct Faculty Association and the adjunct faculty member of his/her teaching deficiencies and shall offer the adjunct faculty member an opportunity to remediate his or her teaching deficiencies prior to notice of termination. An unsatisfactory teaching performance shall be determined by Oakton, in its sole discretion, using factors such as student evaluation ratings, classroom observation, currency in subject matter, and/or other factors deemed appropriate by the College. An opportunity to remediate shall involve the following steps: (1) the adjunct faculty member and the Adjunct Faculty Association will be given specific guidelines on what teaching or tutoring behaviors need to be corrected and (2) assistance from the College will be specified, where appropriate. The adjunct faculty member will be given one subsequent semester (which can include summer) during which time Oakton shall evaluate the teaching or tutoring performance of the adjunct faculty member.

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

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

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

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

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

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

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

### 3.5. Continued Eligibility:

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

The Vice President of Academic Affairs or designee(s) shall determine the acceptability of evidence for continued eligibility to ensure a measure of uniformity as well as reasonable expectations of faculty throughout the College. Upon receipt of the faculty member's evidence of continued eligibility, the Vice President for Academic Affairs or designee will notify faculty members of acceptance or rejection of evidence along with specific rationale within one month of receipt.

- C. College support: The College will provide professional development support as provided for in Article 2.9, Professional Development Conferences.
- D. Failure to submit acceptable evidence. Failure to submit acceptable evidence as evaluated by the Vice President for Academic Affairs or designee may make the faculty member ineligible for future assignments. Faculty who subsequently submit acceptable evidence will be reemployed in the next semester consistent with course assignment provisions in Article 2.6 Teaching Assignments.

- E. Implementation: Each fall, the Department of Human Resources will identify faculty who have taught for eight (8) semesters, or any multiple thereof. By October 1, the College will notify these adjunct faculty members of this expectation. Notification will be in writing. They will be asked to submit documentation of appropriate development activities to maintain currency by July 1<sup>st</sup> of their tenth (10<sup>th</sup>) semester teaching to the Vice President for Academic Affairs or designee.
- 3.6 Reemployment. Nothing herein shall prevent Oakton from permanently not reemploying an adjunct faculty member for reasons which it deems, in its sole discretion, not directly involving teaching performance, including, but not limited to such reasons as repeated unexcused failure to attend course or intentional failure to follow College policies or directives, or which it deems, in its sole discretion, to be irremediable, including, but not limited to sexual harassment, carrying a weapon on College premises or conduct that is injurious to the health, safety and welfare of the students or other college employees. The above does not deny an adjunct faculty member the right to appeal a discharge or disciplinary action as identified in Article VII below.

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

- 4.1 Academic Freedom in Practice: Faculty members shall be free to present instructional materials that are pertinent to the subject and level taught. Departmental practice may require the adjunct faculty to use either a text chosen by the department or a primary text to be chosen from a designated list. While the selection of a primary text may in some cases be limited, it is understood that supplementary materials of the faculty member's choosing may be incorporated into the required reading of the course. In all cases, while the adjunct faculty member is entitled to freedom in the classroom in presenting instructional materials, he/she shall not introduce into instruction controversial matters which have no relation to the subject.
- 4.2 Academic Freedom is defined in the following Statement of Principles:
- A. The adjunct faculty member is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his/her other duties; but research for pecuniary return should be based upon an understanding with the authorities of the institution, if such research involves the use of college resources, including data collected during the course of providing instruction.
- B. The adjunct faculty member is a citizen, a member of a learned profession, and while in College employ, a member of the educational institution. When he/she speaks or writes as a citizen, he/she should be free from institutional censorship or discipline, but his/her special position in the community imposes special obligations. As a person of learning and as a member of the educational community, he/she should remember that the public may judge his/her institution by his/her utterances. Hence, he/she should at all times be accurate, should exercise appropriate restraint, should show respect for the opinion of others, and should make every effort to indicate that he/she is not an institutional spokesperson.

- C. Unless specifically authorized, adjunct faculty members may not act or speak on behalf of the College.

## **Article V Intellectual Property**

- 5.1 The ownership of any materials, processes, or inventions developed solely by an adjunct faculty member's individual effort, time and expense shall vest in the adjunct faculty member and be copyrighted or patented, if at all, in his/her name.
- 5.2 The ownership of materials, processes, or inventions produced solely for the College and at College expense as a pure work for hire shall vest in the College and be copyrighted or patented, if at all, in its name. The details of such ownership (description of materials and extra-routine support) will be negotiated to the best common interest of the college and the creator. A standard template will be the basis of each of these negotiated agreements.
- 5.3 In those instances where materials, processes, or inventions are produced by an adjunct faculty member with College support by way of use of significant personnel time, facilities, or other College resources, but without direct financial support in the way of 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 three (3) years.
- 5.4 Renewal of the license shall be contingent on the college providing adequate support for updating the material. If such support takes the form of additional 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 Definition of Days: "Days" in the regular college year as used herein shall mean Monday through Friday, excluding College holidays or days on which the College is closed because of weather or other emergency. "Days" during summer session shall be days Monday through Thursday if the College is closed on Friday.
- 6.3 Grievance Procedure:
  - A. The parties are encouraged to resolve through informal discussions any grievance as defined herein.

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

- B. **Step 1:** If a complaint is not resolved at the informal level, the formal grievance may be submitted in writing within twenty (20) days of the occurrence of the event giving rise to such grievance or within twenty (20) days of the time when such events might reasonably have been ascertained to occur. Upon receipt of the grievance, the Dean of the grievant shall schedule a meeting, such to be conducted within ten (10) days of the receipt of such grievance. A copy of the grievance shall be sent to the Association, if not a grievant, and the Association shall have the right to be represented at such meeting by a representative. Within ten (10) days of the meeting, the Dean shall render a written decision with reason(s). A copy of this decision shall be forwarded to the grievant(s) and the Association.
- C. **Step 2:** If any grievant is not satisfied with the disposition of the grievance at Step 1, or if no disposition has been made within the time stipulated above, the grievance shall be transmitted to the Vice President for Academic Affairs or the Vice President for Student Affairs or his/her designee, as appropriate. Within ten (10) days after the grievance has been so submitted, the Vice President for Academic Affairs or his/her designee, as appropriate, shall schedule a grievance meeting with the grievant(s). The Association shall be notified of such meeting and shall have the right to have a representative attend. Within ten (10) days of the grievance meeting, the Vice President for Academic Affairs or the Vice President for Student Affairs or his/her designee, as appropriate, shall render a written decision with reason(s). A copy of this decision shall be forwarded to the grievant(s) and the Association.
- D. **Step 3:** If the Association is not satisfied with the disposition of the grievance at Step 2, or if no disposition has been made within the period above provided, the Association may submit the grievance to binding arbitration. The arbitrator shall be selected by the American Arbitration Association in accordance with its procedures, and the American Arbitration Association shall likewise serve as the administrator of such arbitration proceeding.

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

- E. Grievances involving the immediate discharge (see Article 7.1, Discharge or Disciplinary Action) of an adjunct faculty shall go directly to Step 3 of the grievance procedure.
- F. These timelines may be extended by mutual consent.
- G. A grievance which challenges the action of a group of more than one Administrator or an Administrator above the level of the immediate supervisor may be initiated at Step 2 with the Vice President for Academic Affairs or Vice President for Student Affairs.
- H. Where it is necessary for the grievant(s) to have a representative of the Association to attend a formal meeting or hearing, he/she/they shall be released from duty without loss of pay or other benefits. At an arbitration hearing, necessary witnesses shall likewise be released from duty to permit their presenting testimony. Witnesses are released from duty for such time as their presence is required.

6.4 Access to Personnel File Guidelines:

A. Maintenance of Files:

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

B. Placing Material in the Permanent File:

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

C. Viewing the File:

1. A faculty member shall have the right to inspect his/her personnel file by appointment at any reasonable time. Requests to review personnel files are to be made through the Office of Human Resources, upon giving appropriate notice.



2. The faculty member may be accompanied by an Association representative.
3. An association representative shall have the right, with the written consent of the faculty member, to inspect the faculty member's personnel file.
4. A Board employee may be present during such review.
5. A faculty member shall be able to copy materials from his/her personnel file.

D. Removing Materials from the File:

Nothing shall be permanently removed from the personnel file except by mutual consent of the Board and the faculty member, by grievance resolution and/or by result of a legal action.

## **Article VII Disciplinary Procedures**

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

## Article VIII Compensation

- 8.1 Schedule: Starting Fall, 2013, adjunct faculty members shall be compensated in accordance with the following schedule:

Standard Pay rates per LHE

| Step | 2013-2014 | 2014-2015 | 2015-2016 | 2016-2017 |
|------|-----------|-----------|-----------|-----------|
| 1    | \$963     | \$1006    | \$1046    | \$1088    |
| 2    | \$989     | \$1032    | \$1073    | \$1113    |
| 3    | \$1015    | \$1058    | \$1098    | \$1138    |
| 4    | \$1041    | \$1084    | \$1123    | \$1163    |
| 5    | \$1067    | \$1111    | \$1150    | \$1188    |
| 6    | \$1083    | \$1125    | \$1162    | \$1212    |
| 7    | \$1105    | \$1141    | \$1190    | \$1228    |
| 8    | \$1138    | \$1164    | \$1204    | \$1248    |
| 9    | \$1174    | \$1199    | \$1229    | \$1271    |
| 10   | \$1211    | \$1237    | \$1260    | \$1297    |
| 11   | \$1253    | \$1276    | \$1300    | \$1330    |
| 12   | \$1280    | \$1321    | \$1340    | \$1372    |
| 13   | \$1306    | \$1349    | \$1390    | \$1414    |
| 14   | \$1328    | \$1377    | \$1420    | \$1456    |
| 16   | \$1356    | \$1400    | \$1444    | \$1490    |
| 18   | \$1396    | \$1430    | \$1474    | \$1518    |

Pay rates per LHE: Doctoral Degree Stipend

| Step | 2013-2014 | 2014-2015 | 2015-2016 | 2016-2017 |
|------|-----------|-----------|-----------|-----------|
| 1    | \$1013    | \$1065    | \$1114    | \$1162    |
| 2    | \$1039    | \$1085    | \$1141    | \$1187    |
| 3    | \$1065    | \$1105    | \$1166    | \$1212    |
| 4    | \$1091    | \$1130    | \$1191    | \$1237    |
| 5    | \$1117    | \$1161    | \$1218    | \$1262    |
| 6    | \$1133    | \$1185    | \$1230    | \$1286    |
| 7    | \$1155    | \$1201    | \$1248    | \$1302    |
| 8    | \$1188    | \$1224    | \$1272    | \$1322    |
| 9    | \$1224    | \$1259    | \$1297    | \$1345    |
| 10   | \$1261    | \$1297    | \$1328    | \$1371    |
| 11   | \$1303    | \$1336    | \$1368    | \$1404    |
| 12   | \$1330    | \$1381    | \$1408    | \$1446    |
| 13   | \$1356    | \$1409    | \$1458    | \$1488    |
| 14   | \$1378    | \$1437    | \$1488    | \$1530    |
| 16   | \$1406    | \$1460    | \$1512    | \$1564    |
| 18   | \$1446    | \$1490    | \$1542    | \$1592    |

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

8.2. Other compensation:A. Applied Music:

Faculty teaching applied music are paid on the academic hour. Their pay rates are:

| 2013-2014 | 2014-2015 | 2015-2016 | 2016-2017 |
|-----------|-----------|-----------|-----------|
| \$46.00   | \$47.00   | \$47.00   | \$48.00   |

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. Nurses performing clinical assignments will be paid:

| PA/CPE   | 2013-2014 | 2014-2015 | 2015-2016 | 2016-2017 |
|----------|-----------|-----------|-----------|-----------|
|          | \$24.00   | \$25.00   | \$25.00   | \$26.00   |
|          |           |           |           |           |
| Clinical | 2013-2014 | 2014-2015 | 2015-2016 | 2016-2017 |
| 0 years  | \$45.00   | \$45.50   | \$46.00   | \$46.50   |
| 1 year   | \$50.00   | \$46.00   | \$46.50   | \$47.00   |
| 2 years  | \$51.00   | \$51.00   | \$47.00   | \$48.00   |
| 3 years  | \$51.00   | \$51.00   | \$52.00   | \$48.00   |
| 4 years  | \$51.00   | \$52.00   | \$52.50   | \$53.00   |

PA/CPE responsibilities are paid on the basis of a clock hour. Clinical responsibilities are paid on an academic hour basis. In no circumstance, no faculty on a clinical assignment will receive a reduction in pay from one semester's assignment to the next.

C. Counselors:

Counselors hired prior to August 1, 2013 will use the 45 clock hours equals 1 LHE formula and be paid at the hourly rate established below. Counselors hired after August 1, 2013 will be placed in the staff contract.

| 2013-2014 | 2014-2015 | 2015-2016 | 2016-2017 |
|-----------|-----------|-----------|-----------|
| \$44.00   | \$45.00   | \$46.00   | \$47.00   |

D. Tutors:

Tutors hired prior to August 1, 2013 will use the 45 clock hours equals 1 LHE formula and be paid at their step rate as determined by Article 8.1. Tutors hired after August 1, 2013 will be paid at the hourly rates specified below:

| MA/CPA | 2013-2014 | 2014-2015 | 2015-2016 | 2016-2017 |
|--------|-----------|-----------|-----------|-----------|
| Step 1 | \$19.26   | \$20.12   | \$20.92   | \$21.76   |
| Step 2 |           | \$20.64   | \$21.46   | \$22.26   |
| Step 3 |           |           | \$21.96   | \$22.76   |
| Step 4 |           |           |           | \$23.26   |

| Doctorate | 2013-2014 | 2014-2015 | 2015-2016 | 2016-2017 |
|-----------|-----------|-----------|-----------|-----------|
| Step 1    | \$20.26   | \$21.30   | \$22.28   | \$23.24   |
| Step 2    |           | \$21.70   | \$22.82   | \$23.74   |
| Step 3    |           |           | \$23.32   | \$24.24   |
| Step 4    |           |           |           | \$24.74   |

E. Librarians:

Librarians hired prior to August 1, 2013 will be paid at their step rate as determined by Article 8.1. The formula used for calculating the number of LHEs assigned to librarians is:

| Contract Year | LHE Calculation Formula |
|---------------|-------------------------|
| 2013-2014     | 32.00 clock hours=1 LHE |
| 2014-2015     | 35.00 clock hours=1 LHE |
| 2015-2016     | 37.50 clock hours=1 LHE |
| 2016-2017     | 40.00 clock hours=1 LHE |

Librarians are paid for work scheduled and performed on campus. The hourly compensation encompasses all work performed, including preparations.

Librarians hired after August 1, 2013 will be paid at the hourly rates specified below:

| MA     | 2013-2014 | 2014-2015 | 2015-2016 | 2016-2017 |
|--------|-----------|-----------|-----------|-----------|
| Step 1 | \$21.40   | \$22.36   | \$23.24   | \$24.18   |
| Step 2 |           | \$22.93   | \$23.84   | \$24.73   |
| Step 3 |           |           | \$24.40   | \$25.29   |
| Step 4 |           |           |           | \$25.84   |

| Doctorate | 2013-2014 | 2014-2015 | 2015-2016 | 2016-2017 |
|-----------|-----------|-----------|-----------|-----------|
| Step 1    | \$22.51   | \$23.67   | \$24.76   | \$25.82   |
| Step 2    |           | \$24.11   | \$25.36   | \$26.38   |
| Step 3    |           |           | \$25.91   | \$26.93   |
| Step 4    |           |           |           | \$27.49   |

F. Independent Study and Pro-Rata Courses: Independent Study courses and courses paid pro rata (per student) will be paid as follows: An adjunct faculty member who teaches an independent study course will be paid at the rate of 1/10 LHE x the number of students x the number of LHEs assigned to the course. Ex (.1 x 8 x 3.75= 3)

G. Substitute Pay:

|                |                                   |
|----------------|-----------------------------------|
| SUBSTITUTE PAY | .029 LHE per hour (ACADEMIC HOUR) |
|----------------|-----------------------------------|

Ordinarily the substitute must maintain all his/her regularly scheduled office hours. Exceptions must be approved by the division Dean. Long term substitution, i.e., for a continuous period of more than four weeks (two weeks in summer), shall be compensated pro-rata at the rate appropriate to the adjunct faculty member.

- H. Participation in Oakton courses/workshops: Adjunct faculty members who participate in Oakton courses/workshops that meet on a regular basis for the equivalent of 22.5 hours or more in a semester (summers excluded) will be compensated for participation. Compensation will be .5 LHE and an additional 1/45 (0.022) LHE for each hour clock beyond the 22.5 hours. Any required training by the College or any department of the college will be subject to the same compensation provisions.
- I. Other Directed Work: Compensation for any other assigned work (isolated meeting attendance, short-term project, limited task, etc.) or any work an individual is directed to perform (mandatory meeting attendance, mandatory training, etc.) shall be paid at the standard LHE hourly rate of .022 LHEs per hour. Any mandated work may be recommended by the chair and can only be assigned directly from the respective Dean or Director.
- J. Health Insurance for Affiliated Adjunct Lecturers: Individuals appointed to Affiliated Adjunct Lecturer positions will be eligible to participate in the health insurance plans offered by the College to its eligible employees. The Affiliated Adjunct's share of total health insurance costs to the College shall be 25% of an individual health insurance coverage and 33% of all other health insurance coverages.

### 8.3 Definitions:

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

Beginning with the Fall 2013 semester, Nursing faculty employed strictly on clinical assignments are credited with a year of service when two fall and or spring semesters are completed with 135 hours of clinical rotation in a semester. The academic hours in a clinical rotation assignment are multiplied by 1.2 to determine the total number of clinical rotation hours. Nursing faculty employed on a mixed assignment with one of the assignments involving a clinical rotation will use the same academic hour x 1.2 formula to equate the clinical assignment to the LHE based lab or didactic assignment and determine whether the semester is to be credited for step placement.

- B. Lecture Hour Equivalents for Part-time Faculty – LHEs
- Open Laboratory Hours are multiplied by 0.70 to determine LHEs.
  - Standard Laboratory Hours are multiplied by 1.00 to determine LHEs.
  - Credit hour for English composition courses, including developmental, ESL, and college-wide composition are multiplied by 1.25 to determine LHEs.

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

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

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

**LHE for Coaching:**

| <b>Sport</b>       | <b>Title</b>    | <b>Primary Season</b> | <b>Total LHE</b> | <b>Fall LHEs</b> | <b>Spring LHEs</b> | <b>Summer LHEs</b> |
|--------------------|-----------------|-----------------------|------------------|------------------|--------------------|--------------------|
| Cheer              | Head Coach      | Fall and Spring       | 6.0              | 3                | 3                  | 0                  |
| Cross Country      | Head Coach      | Fall                  | 5.0              | 4                | 1                  | 0                  |
| Golf               | Head Coach      | Fall                  | 9.0              | 6                | 3                  | 0                  |
| Golf               | Assistant Coach | Fall                  | 3.0              | 2                | 1                  | 0                  |
| Half Marathon      | Head Coach      | Fall                  | 2.0              | 2                | 0                  | 0                  |
| Indoor Track       | Head Coach      | Fall and Spring       | 5.0              | 2                | 3                  | 0                  |
| Men's Baseball     | Head Coach      | Spring                | 11.0             | 4                | 7                  | 0                  |
| Men's Baseball     | Assistant Coach | Spring                | 6.0              | 3                | 3                  | 0                  |
| Men's Basketball   | Head Coach      | Fall and Spring       | 11.0             | 5.5              | 5.5                | 0                  |
| Men's Basketball   | Assistant Coach | Fall and Spring       | 6.5              | 3.5              | 3                  | 0                  |
| Men's Soccer       | Head Coach      | Fall                  | 11.0             | 6.0              | 4                  | 1                  |
| Men's Soccer       | Assistant Coach | Fall                  | 6.0              | 5                | 1                  | 0                  |
| Men's Tennis       | Head Coach      | Spring                | 6.0              | 2                | 4                  | 0                  |
| Outdoor Track      | Head Coach      | Spring                | 5.0              | 1                | 4                  | 0                  |
| Volleyball         | Head Coach      | Fall                  | 11.0             | 7                | 4                  | 0                  |
| Volleyball         | Assistant Coach | Fall                  | 6.0              | 6.0              | 0                  | 0                  |
| Women's Basketball | Head Coach      | Fall and Spring       | 11.0             | 5.5              | 5.5                | 0                  |
| Women's Basketball | Assistant Coach | Fall and Spring       | 6.5              | 3.5              | 3                  | 0                  |
| Women's Soccer     | Head Coach      | Fall                  | 11.0             | 6                | 4                  | 1                  |
| Women's Soccer     | Assistant Coach | Fall                  | 6.0              | 5                | 1                  | 0                  |
| Women's Softball   | Head Coach      | Spring                | 11.0             | 4                | 7                  | 0                  |
| Women's Softball   | Assistant Coach | Spring                | 6.0              | 1                | 5                  | 0                  |
| Women's Tennis     | Head Coach      | Fall                  | 6.0              | 4                | 2                  | 0                  |

**For Coaches hired after August 1, 2013**

| <b>Sport</b>       | <b>Title</b>    | <b>Primary Season</b> | <b>Total LHE</b> | <b>Fall LHEs</b> | <b>Spring LHEs</b> | <b>Summer LHEs</b> |
|--------------------|-----------------|-----------------------|------------------|------------------|--------------------|--------------------|
| Cheer              | Head Coach      | Fall and Spring       | 4.0              | 2                | 2                  | 0                  |
| Men's Basketball   | Assistant Coach | Fall and Spring       | 6.0              | 3                | 3                  | 0                  |
| Women's Basketball | Assistant Coach | Fall and Spring       | 6.0              | 3                | 3                  | 0                  |

For head coaches, the total LHEs and the apportionment within the terms reflect a recognition that the responsibilities of a head coach span a 12 month period. Therefore, this table is not binding if the term allocations conflict with the mandates of 2.6 A. 9. Under those circumstances, the term allocation may be revised by mutual agreement to ensure compliance with 2.6 A.8.

**Article IX**  
**Miscellaneous**

9.1 Effective Date and Duration: This agreement shall be effective upon the date of its execution and shall continue in effect until 12:01 a.m. on August 11, 2017.

Dated:

Board of Trustees  
Oakton Community College

Adjunct Faculty Association  
at Oakton Community College

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Vice President

\_\_\_\_\_  
Treasurer

\_\_\_\_\_  
Member, Negotiating Team

\_\_\_\_\_  
Member, Negotiating Team

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

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

Schedule Information

To assist chairs and coordinators as they staff classes for a given term, and in preparation to complete the preliminary schedule for the \_\_\_\_\_ 20\_\_ term or semester, this questionnaire is to be completed and returned to the chair(s) or coordinator(s) no later than one month prior to the opening of registration for that term. Registration dates are posted in the Academic Calendar on the College's website.

Remember that the department's program needs, together with your qualifications and evaluations, determine the staffing procedures. Also to be considered is the following, taken from the contract between Oakton Community College Board of Trustees and the Adjunct Faculty Association (OCC-AFA-IEA/NEA):

“The Board acknowledges the significance of seniority and the value of past service of Adjunct Faculty as one criterion in making teaching assignments. Such shall be given consideration by the Board in addition to consideration of the qualifications of the individual faculty member to teach a given course, his/her training and experience, and (where applicable) the current technology and/or pedagogical factors as may be pertinent.”

Please note the following Contract language:

The Board acknowledges that a reasonable effort should be made to assure the assignment of courses to the more senior adjunct faculty members who are fully qualified by virtue of the academic credentials, training, administrative classroom evaluations, recent teaching and other work experience, currency in discipline and discipline-related technology, pedagogical techniques in the classroom, fulfillment of minimum qualifications as listed in the current “Titles and Qualifications for Oakton Community College Faculty” document prepared and distributed by the Academic Council, and who have had a continuing history of successful performance at Oakton Community College. The making of such an assignment shall be within the sole discretion of the Board of Trustees. (2.6C)

Please be aware that your submission of this document is merely a request for an assignment, not a guarantee of one. If you are not interested in teaching this term, please indicate so in section 7. Thank you.





**Attachment B  
The Adjunct Commitment Contract**



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

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

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

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

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

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

Under the terms of the Adjunct Faculty Contract, I am eligible to teach at least six (6) LHEs each semester. Therefore, I am requesting to be assigned and assured of an assignment of at least six (6) LHEs for the Fall and Spring semesters of the next academic year (See Section 2.6(B)(2) of the Adjunct Faculty Contract). These courses are, wherever possible, to be assigned within my stated available times and dates as shown on my assignment preference form.

Assignments to these courses will occur after you have confirmed my qualifications to teach these courses. Tutoring or other non-course assignments made to me to meet this six (6) LHE requirement only with the approval of the Dean or appropriate director. If I am given faculty assignments in two or more disciplines or departments (including coaching, tutoring, or library), I understand that no single discipline or department is required to give the full six (6) LHE assignment requested by this Adjunct Commitment Contract.

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

Name:

Division:

Phone Number:

Oakton e-mail:

Banner Number:

Date:

Signed \_\_\_\_\_

**Attachment C  
The Affiliated Adjunct Commitment Contract**



**AFFILIATED ADJUNCT FACULTY COMMITMENT**

**To:**

**Please return signed form by \_\_\_\_\_, 20\_\_ to:**  
Your Division Dean

I understand that an Affiliated Adjunct Faculty position assignment is normally assigned a load of 12 LHEs in each of the Fall and Spring semesters, and 6 LHEs in Summer. Loads are not to exceed 13 LHEs in a term, and loads are not to exceed 33 LHEs in a 12 month academic calendar year. Should I exceed these hours in a given term or year, I understand that I forfeit any further Affiliated Adjunct Faculty assignments at the College.

It is also understood that if I accept the Affiliated Adjunct Faculty position assignment, I will agree to these assignment loads offered by Oakton Community College, that I will not voluntarily leave Oakton’s employment as an Affiliated Adjunct Faculty member until this commitment is fulfilled (unless unforeseen life-changing circumstances occur in my life), and that I will make Oakton Community College my primary employer for the period of the Affiliated Adjunct Faculty assignment. Adjunct faculty appointed to an Affiliated Adjunct position may not be employed full time outside of Oakton Community College.

Check all four:

- I accept the Affiliated Adjunct Faculty position offered to me for the \_\_\_\_\_ academic year.
- I understand this assignment is temporary, part time and is not eligible for tenure.
- I am not employed in a full time position outside of Oakton Community College.
- I have submitted my Adjunct Scheduling Preference Form and understand that course assignments are based upon institutional need.

Or check only this box:

- I do not accept the Affiliated Adjunct Faculty position offered to me.

Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

**Please return this signed form to your Division Dean or Director by \_\_\_\_\_.**

## **Attachment D**

### **Selecting Affiliated Adjuncts for 2014 and Beyond**

#### Selecting Affiliated Adjuncts for 2014 and Beyond

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- 1) Appointments to Affiliated Adjunct faculty positions are one year appointments. Appointees to an Affiliated Adjunct faculty position are expected to teach 12 LHE's in each of the fall and spring terms and 6 to 9 LHEs in the summer. These are not tenured positions and not subject to the tenure provisions of the Community College Act.
- 2) All individuals hired into Affiliated Adjunct faculty positions will participate in an internal selection process.
- 3) Deans will review recommendations of the Strategic Hiring Committee to identify unmet needs of departments that requested full-time faculty positions and any additional input from departments. Other additional factors will be considered such as:
  - a. Data gathered by the Strategic Hiring Committee
  - b. Difficulty of hiring adjuncts in certain areas of specialization
  - c. Curricular and enrollment patterns
- 4) President's Council and HR determine by the end of February, the number of Affiliated Adjunct positions to be funded for the next academic year. The minimum or maximum number of positions are subject to the terms of Article 2.6 (A)(3) of the current AFA Collective Bargaining Agreement.
- 5) Deans will convene a focused meeting to discuss and reach consensus on the number of positions allocated per department.
- 6) Deans and chairs will determine areas of specialization for the positions, aligned with the Faculty Titles and Qualifications.
- 7) The following schedule will be established for posting of the positions, review of applicant files, and interviews of candidates each year the positions are authorized:
  - a. Postings of positions – early March
  - b. Review of applicant files – March
  - c. Interviews of candidates – April
  - d. Deans forward names of selected faculty to VPAA or designee – mid April
  - e. Commitment letters sent – end of April
- 8) The postings will appear on the College's internal website: <https://my.oakton.edu/cp/home/displaylogin>
- 9) The selection committee will consist of the Division Dean, the department chair/ coordinator, and may include another faculty member at the dean's discretion.
- 10) Internal selections will involve the completion of application materials in Interview Exchange, which will be accessible to the selection committee.
- 11) Current Affiliated Adjuncts will be included as part of the applicant pool for the subsequent year.
- 12) The selection committee will review applications and select individuals for interview for all positions in that discipline(s). The committee will review applicant files as well as student evaluations, the classroom observation and other relevant materials from the applicant's file. The committee will schedule interviews, pending certification of the pools. H.R. will certify pools based on the criteria normally used in the hiring of adjunct faculty and in accordance with the goals set for hiring adjunct faculty in the College's Affirmative Action Plan, as well as, previous adjunct status at Oakton. Normally, selection committees will interview more candidates than the number of positions for which they will be hiring.
- 13) The deans will forward the names of selected affiliated adjuncts to the Vice President of Academic Affairs for review.

Revised June 24, 2013 – Deans and H.R.

## Attachment E

### LHE to Clock Hour Conversions for Determining Faculty Load

For faculty, 1 LHE equals 45 clock hours for most faculty work performed. Using this formula, 1 clock hour equals .022 LHE. This includes, but is not limited to Proctoring exams, participating in Oakton courses and workshops, WSAT assessment reading, Librarians hired after August 1, 2013, Counselors hired prior to August 1, 2013, and Tutors hired prior to August 1, 2013.

Librarians hired prior to August 1, 2013 will have their load determined by these formulae:

| Contract Year | LHE Calculation Formula        |
|---------------|--------------------------------|
| 2013-2014     | 1 LHE equals 32.00 clock hours |
| 2014-2015     | 1 LHE equals 35.00 clock hours |
| 2015-2016     | 1 LHE equals 37.50 clock hours |
| 2016-2017     | 1 LHE equals 40.00 clock hours |

A faculty member is paid on a 1 LHE equals 34 academic hour basis to serve as a substitute. 1 academic hour equals .029 LHE.

A faculty member is paid on a 1 LHE equals 30 clock hour basis to serve on a search committee or special committee. 1 clock hour equals .033 LHE.

Applied music faculty load is based on 0.6 LHE for every student enrolled in private music lessons.

Payment for a Withdrawn or Reassigned Course is paid based on the formula shown below:

- First course credit hour uses a 1 LHE equals 25 academic hour basis. 1 academic hour equals .04 LHE.
- Subsequent course credit hours use a 1 LHE equals 45 academic hour basis. 1 academic hour equals .022 LHE.
- A Withdrawn or Reassigned 3 credit hour course as described in Article 2.6 (E) would result in a .084 LHE payment.

For staff, converting LHEs to clock hours uses the 1 LHE =2.66 clock hours formula.

### Combining LHEs and clock hours assigned to identify the per week maximum LHE/Hours allowed of each when combined per week. Based upon a 16 week semester

| Number of Assigned LHEs | Clock Hours Worked as Faculty Under the 1 LHE=2.66 Clock Hours Formula | Maximum Permitted Clock Hours per Week when combining teaching LHEs Loads and hourly assignments |
|-------------------------|--|--|
| 1.00                    | 2.66   | 27.33  |
| 2.00                    | 5.32   | 24.67  |
| 3.00                    | 7.98   | 22.01  |
| 4.00                    | 10.64  | 19.35  |
| 5.00                    | 13.30  | 16.69  |
| 6.00                    | 15.96  | 14.03  |
| 7.00                    | 18.62  | 11.37  |
| 8.00                    | 21.28  | 8.71   |
| 9.00                    | 23.94  | 6.05   |
| 10.00                   | 26.60  | 3.39   |
| 11.00                   | 29.26  | 0.73   |
| 11.25                   | 29.925   | 0.065  |
| 11.30 and above         | NA   | Not Permitted to Work as Staff or hourly paid adjunct assignment (i.e. Tutoring, librarian, etc) |

## **Attachment F**

### **Glossary of Definitions**

Academic Hour: A period of fifty (50) minutes.

Academic Year: The fall and spring semesters.

Adjunct Faculty: Any course instructor who is either: (1) currently teaching a minimum of 6.00 LHEs at any point in a fall or spring semester and any interim term associated with that semester (hereinafter, fall or spring semester), or (2) currently teaching between 3.00-5.99 LHEs at any point in a fall or spring semester, and had previously taught a minimum of 6.00 LHEs in either of the two previous fall and spring semesters.

Affiliated Adjunct Faculty: Appointments to Affiliated Adjunct faculty positions are one year appointments. Appointees to an Affiliated Adjunct faculty position are expected to teach 12 LHE's in each of the fall and spring terms and 6 to 9 LHEs in the summer. The Affiliated Adjunct will have a 12 month academic year assignment of 27.10-33.00 LHEs. These are not tenured positions and not subject to the tenure provisions of the Community College Act.

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

Bargaining Unit: See the recognition clause in Article 1.1.

Census Date: The date as of which the College is required to report enrollment data to the Illinois Community College Board. Census day is the 10th business day of the Spring and Fall semesters and the official reporting day for all colleges and universities. Oakton counts the 10th day as the Monday of the third week of classes and capture the student information and enrollment totals for comparison and research.

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

Embedded Tutor: An embedded tutor, including Road Math tutors, works concurrently with an instructor in a designated class for the duration of the course.

The actual work of the imbedded tutor is similar to that of a learning center tutor: *To assess student understanding of content material and support student learning by using clear and multimodal approaches in tutoring.*

However, it is understood that an imbedded tutor, who is assigned a specific class and expected to meet regularly with that class, is covered by the tenets of the Absence provision in 2.12 B of the Contract. Further the LHE of an imbedded tutor is based on an academic hour.

Notice: To inform or make known a fact as may fairly or properly be expected in particular circumstances. Notice must clearly set forth its clear objective and must be given to adjunct faculty in a manner consistent with communicating its intent and with clear delivery. It is the policy of the College to use Oakton email as its primary mode of correspondence; however, notice may be sent as Oakton email, 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.

It is the responsibility of the faculty to access their Oakton email in a timely fashion whether they are currently teaching on campus or not. Normally, faculty currently teaching at the College will respond to email within seven (7) calendar days, and faculty not currently teaching at the College will respond to email within fifteen (15) calendar days. (June 11, 2013)

Part-Time Faculty: Faculty who teach fewer than six (6) LHEs in the current term, and who did not teach at least six or more LHEs in either of the two previous semesters.

Professional Conduct: See Article 3.1 of the contract.

“Qualified” or “Fully Qualified”: These are interchangeable terms. Qualified includes, but is not limited to the academic credentials, training, classroom evaluations, recent teaching and other work experience, currency in discipline-related technology, pedagogical techniques in the classroom, fulfillment of minimum qualifications for Oakton Community College Faculty as listed in the Titles and Qualifications document prepared by the Academic Council.

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

Seniority: The number of prior fall and spring semesters in which a faculty member has taught no fewer than 3 LHEs in both fall and spring semesters (three LHEs in fall and three LHEs in spring) at Oakton Community College.