

Chapter 4 Moving Forward 1998-2011

“The Adjunct Faculty Association will work with the Administration to develop a seniority list based on the number of semesters of employment at Oakton.” Barbara Dayton, 1998¹

“We want to narrow the gap between part-time and full-time pay some more.” Jeff Moro, 2006

Ongoing Issues

By fall semester 1998, the Adjunct Faculty Association had made some significant gains in their contract negotiations, mostly due to unusual perseverance on the part of both the leadership and the general membership. Many believed that the difficult negotiations for the fifth contract, which ended in 1999, had brought new respect for adjuncts from the Oakton administration. The AFA could take some pride in the accomplishments that had been made thus far:

1. Course assignments were made several months in advance of the start of the semester.
2. Courses were awarded based on seniority.
3. The adjunct faculty now had office space.
4. Notification of full time positions were posted in each adjunct faculty office.
5. Pay for part-time faculty was slightly higher than other community colleges (about \$1800 a course after 11 years of experience, although this was still a fraction of the per-hour rate paid to full-time teachers).

Moreover, Oakton’s AFA was gaining state-wide influence. Barbara Dayton, President of the AFA, had been elected in 1998 to serve on the Higher Education Council of the Illinois Education Association (IEA). Once on the Council, Ms. Dayton put more pressure on IEA to change rules and regulations, e.g. reduced dues for part-time teachers. She became a conduit between the AFA and the IEA bureaucracy, and learned how to work with IEA lobbyist Dan Birkholder in putting pressure on State legislators. Ms. Dayton also became acquainted with Anne Davis, then President of the IEA, and felt at ease calling her up if she had questions. Ms. Davis suggested that Barbara run for the Executive Board of the Council since the Board lacked many teachers at the college level. In 1999 Ms. Dayton was elected to the Board of Directors, where only three of the seventy members came from higher education.²

Despite these successes, the AFA faced the on-going problem of membership recruitment among adjunct faculty. The problem was closely tied to the nature of part-time teaching. Part-timers rotated in and out of Oakton at a rate of about 20 teachers each semester, and many of these teachers, because they taught only one course (3 hours), were not eligible to join the bargaining unit. To make matters worse, some adjunct faculty members taught at several schools. To which

1 Barbara Dayton, Letter to Diane Davis, IEA Uniserv Director, December 9, 1998.

2 Barbara Dayton, interview, May 12, 2011.

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union did they belong? How was the AFA to know where they paid their dues? Accurate membership rolls were imperative, not only for union recruitment and membership, but for determining the number of delegates to both the IEA and the NEA, which was based on the size of the union.

For many years the AFA had petitioned for “organizing dues” whereby the bargaining unit was granted reduced dues by the state and national affiliates. Since part-time teachers earned a fraction of what full-timers earned, it was only fair that they should pay reduced dues. To recruit union membership was difficult enough without exorbitant dues. Problems with membership recruitment and financial burdens led to a new negotiating goal: Fair Share.

Fair Share and AFA’s Sixth Contract (1999-2003)

According to the AFA minutes of November 5, 1998, Barbara Dayton suggested that the next bargaining team make “fair share... a high priority. Fair share would make membership recruitment much easier.”³ The next spring Ms. Dayton urged “salary and security” as the main issues, along with obtaining Fair Share.⁴

The Illinois Public Labor Relations Act, passed in 1984, provided that bargaining units could seek “fair share agreements” with employers. By statute definition, a fair share agreement was an agreement “under which all or any of the employees in a collective bargaining unit are required to pay their proportionate share of the costs of the collective bargain process, contract administration, and pursuing matters affecting wages, hours, and other conditions of employment, but not to exceed the amount of dues uniformly required of members.”⁵

The issue of Fair Share had been approached with the administration at least twice before negotiations began for Oakton’s sixth contract in 1998. Mr. David Hilquist, vice president for finance opposed the idea, even though it would cost the college nothing except additional book-keeping and payroll deductions. The IEA Uniserv Director John McCluskey explained Oakton’s Opposition to Fair Share by saying the administration believed it would give the AFA more “credibility.” Surprisingly, Mary Mittler, vice president for academic affairs, supported the AFA’s goal. Speaking to Ms. Dayton in the hallway during a break in negotiations, Ms. Mittler said, “You’ll get it in year three of the contract.” When Ms. Dayton inquired about Mr. Hilquist’s opposition, Ms. Mittler said “I’ll take care of David.”⁶ Subsequently, Ms. Mittler made calls to lawyers about the correct language to include in contract, and the administration, worried that they might be blamed for clerical errors, insisted that a disclaimer be included.

By including Fair Share in the contract, the AFA needed to inform the administration of who was a union member and who was not. The AFA could only complete this task after the administration informed the union of who was hired each semester. Once members and non-

3 Dave Schall, “Minutes,” AFA executive Board, November 5, 1998.

4 Ibid, March 1, 1999.

5 Ill COMP STAT § 3 : Illinois Statute - Section 3,
<http://codes.lp.findlaw.com/ilstatutes/5/315/3>, (accessed 20 April 2011)

6 Barbara Dayton, Interview, April 21, 2011.

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members of part-time teachers were determined, payroll could deduct the appropriate dues. Ms. Dayton kept a data base of all part-timer instructors employed beginning in 1993, but the process was time-consuming and tedious. Since new hires were made through the Divisions, there was no master list held by the college's Human Resources department. The AFA wanted the list of new hires at the beginning of each semester, in order to recruit non-members, but often the list was not forthcoming.

Reassignment of Classes (“bumping”)

In the fall of 1998 the AFA negotiating team consisted of Barbara Dayton, Dave Schall, and Sheila Schulman. John McCluskey, the IEA Uniserv Director, was listed as a consultant to the bargaining team. According to the AFA negotiating team's notes, “Mary [Mittler] thanked Barbara [Dayton] for the preparation and cooperation shown for these negotiations. Nobody wants to have a recurrence of last time.”⁷ The negotiating team had prepared a list of issues that it wanted addressed. In addition to Fair Share, the issues included seniority, salary, pay for committee work, access to full-time positions, new working conditions involving internet courses, and health insurance. The administration wanted to address intellectual property and internet courses.

At the beginning of the 1998 school year, the Adjunct Faculty Association reached out to the full-time faculty. The AFA wanted to improve relations with the full-time teachers as well as work together on mutual issues. One of these issues was the “assignment procedure.” In September a joint meeting of the full-time union and the part-time union was held “for the first time ever.”⁸ During the next two months, three AFA board members met with the full-time union to come up with solutions to class assignment and the class cancelation process (Shambles Day). By January 1999, the full-time and part-time faculty had agreed upon criteria for Shambles Day and “bumping rights” for very senior part-time faculty members (with more than ten semesters) to “bump those with less than two semesters of teaching. Both unions agreed to work with the administration to develop an official sonority list.

At the end of the 1998-99 school year, Barbara Dayton reported to the AFA Board that the accomplishments of the academic year included “recruiting the most members ever, getting out a second AFA Directory, establishing a working relationship with the full-time faculty, and involvement in some IEA committees.”⁹ Although negotiations for the next contract were still going on, it was reported that “most of the monetary issues were settled, and the negotiations were productive and cordial so far.”¹⁰ The contract was settled over the summer months, including for the first time a section on class “reassignment.” If a teacherhe or she could bump people who have taught fewer than two semesters.¹¹

7 Notes of AFA negotiation team, February 24, 1999.

8 Dave Schall, AFA minutes, September 19, 1998.

9 Dave Schall, AFA minutes, April 5, 1999.

10 Dave Schall, AFA minutes, May 7, 1999.

11 Contract, 1999-2003.

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Remarkably, the sixth contract contained several other important additions. Adjunct faculty members would be compensated for attending division and department meetings, as well as committee meetings. Not only would full-time positions be posted, now it was guaranteed that twenty-five percent of the part-time faculty would be interviewed for full time positions. In instances of a faculty members' diminished capacity, the administration agreed to intervene to provide remediation. Finally, an intellectual property section stated that ownership of any materials adjunct faculty members created solely on their own was theirs. Ownership of materials produced solely for the college, at college expense, belonged to the college.

Lines of Communication with the Administration

According to the AFA minutes of August 1999, Mary Mittler, Vice President of Academic Affairs, wanted to meet on a regular basis with the AFA “to insure that part-time issues are properly addressed.”¹² Finally, a channel was open to the administration! Heretofore, no clear channel of communication between the AFA and the administration existed, but Ms. Mittler indicated to Ms. Dayton on more than one occasion, “Barbara, if you want something, come to me.” Thanks to Ms. Mittler, the precedent was set that the AFA worked through the Vice President of Academic Affairs.¹³

Also in the fall of 1999, Ms. Mittler announced that Room 2742 on the Des Plaines campus had been completely renovated for use by adjunct faculty members. “The office has 100 locking file drawers, 8 modular workspaces, 6 telephones, and 2 conference rooms suitable for faculty members to meet privately with 1-4 students.”¹⁴ She promised to refurbish rooms 2171 and 2757 over the next few years.

The Seventh Contract (2003-04 and 2005-06)

As was the custom, the AFA sent out surveys to its membership requesting input for the upcoming contract negotiations. The survey results were shared at the AFA's December 2002 board meeting. Subsequently, the AFA bargaining team listed its major concerns as: salary increases, expansion of bumping rights, revision of the remediation clause, expansion of the definition of the bargaining unit, released time for union business, and revision of the intellectual property section.¹⁵ To support its goal of working toward pay equity with full-time faculty, the AFA prepared a chart comparing AFA pay as a percentage of full-time faculty pay, and what the increases would have to be just to stay even. (See Appendix)¹⁶

12 AFA Minutes, August 20, 1999.

13 Interview with Barbara Dayton, March 29, 2011.

14 Mary L. Mittler, Memo to Adjunct and Part-Time Faculty Members, September 9, 1999.

15 AFA Negotiation notes, 2003.

16 AFA chart comparing AFA pay with full-time pay for the years 2002-03, 2003-04, and 2004-05.

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Unfortunately, gains made by the Adjunct Faculty Association sometimes worked against them. As recorded in the AFA minutes of March 2002, the Oakton part-time faculty is “the highest paid adjunct faculty in the State.”¹⁷ As salary increases were almost always a goal, the administration pointed to the fact that Oakton’s adjuncts already had the highest wages.

In January 2003, the AFA bargaining team met with the administration’s team to start serious negotiations. Diane Davis, the former president of Oakton’s full-time faculty association (OCCFA) had been hired by IEA as its Uniserv Director, so she worked with the AFA. When negotiations began, the “administration seemed more negative.” However, the AFA’s position was strengthened when in March the Council of Chairs sent a letter supporting the pay increases requested by the AFA bargaining Team.¹⁸

By September, 2003, a three-year contract was agreed upon. A neatly organized summary of the major changes and new compensation schedule was printed by the AFA, indicating revisions in the previous contract as well as several new components. One revision was the number of LHEPF’s given to the Association for governance. The number increased from 8 LHEPFs per year to 16 in 2003-04 and 2004-05, and 18 for the year 2005-06. [These monies would be distributed to the AFA officers and the AFA Board would decide how additional LHEPFs would be used.]

A new section addressed changes in qualifications for teaching a subject. If the qualifications to teach a particular course were changed, teachers were given up to a year to obtain the new qualifications required.

Another new component dealt with initial class assignments. Adjunct faculty members who had taught 22 semesters at Oakton could indicate, in writing...their “commitment to teach 6 LHEPH’s in the fall and 6 LHEPF’s in the spring semester....” This became known as a “commitment letter.” In addition, an adjunct requesting an assignment of six LHEPF’s shall receive it before any faculty member receives additional credit hours (that is, full-time faculty receiving an “overload”) and the most senior, qualified faculty will be given priority. Seniority is based upon steps on the adjunct faculty compensation schedule.”¹⁹

The contract guaranteed a small expansion of “bumping rights” to adjunct faculty who had taught a minimum of 22 terms at Oakton. Now these adjuncts could bump other adjunct faculty members who had taught fewer than three academic semesters (excluding summers), rather than just two academic semesters.²⁰ Similarly, the tuition waiver for adjunct faculty members (who

17 Donna Ryan, AFA Board Minutes, March 2002

18 Dave Schall, AFA Board minutes, March 19, 2003.

19 AFA, “Major Changes & New Compensation, Adjunct Faculty Contract, 2003-04-2005-06.”

20 Ibid, 2.

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taught six credit hours during any semester), was expanded to their family living in the same household.

Finally, an entirely new section was devoted to the diminished capacity of a faculty member and his or her termination. If such diminished capacity occurred, the administrator/supervisor would intervene and, with collaboration with the faculty member, develop a plan to address and or manage the situation. If Oakton ultimately sought not to reemploy the adjunct (who had taught at least 6 hours in six of the last eight semesters) for unsatisfactory teaching, the Oakton administration “shall notify the AFA 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.”²¹ The opportunity to remediate will be given over one additional semester.

The compensation schedule included pay for meetings and committees, adjunct hourly rates for counselors, music teachers and nurses, and substitute pay. A salary schedule, showing eleven steps, included increases for the three years of the contract (See Appendix).²² The nineteen page contract was signed by AFA’s president Barbara Dayton and its treasurer David Schall.

Changing the Definition of the Bargaining Unit

In the fall of 2003, the AFA leadership began a debate over the make-up of the bargaining unit. According to its original charter, the AFA represented those part-time teachers who taught six hours or more. However, in February 2003, the IEA and NEA were working together to support state legislation that would “reduce six hour minimums for organizing part-time teachers.”²³ By March the legislation had passed the Illinois House. As the bill made its way through the legislature, the AFA executive board began discussing how this legislation would affect their bargaining unit. If three-hour teachers were included, would they have reduced dues?

At the October 2003 AFA Board meeting debate continued on whether or not to include three-hour faculty in the AFA. It was noted that part-time teachers in the City Colleges of Chicago were included in the union if he or she taught six hours every year and a half. Since the AFA had “280 people who have taught six hours in the past year and a half,” it was suggested to use that criterion. The point was to include as many teachers as possible.²⁴

At the November 2002 meeting of the Board, the AFA made a decision on three-hour faculty and union membership. The AFA would “adopt a model of including anyone who has taught six

21 Ibid, 3-4.

22 Ibid, 6-7.

23 Dave Schall, AFA minutes, February 12, 2003.

24 Donna Ryan, AFA Minutes, October 9, 2003.

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hours in the past three semesters as part of the bargaining unit.”²⁵ This definition was later refined to read “faculty who are currently teaching at least six semester hours or have taught six credit hours in at least one of the two previous semesters of the academic year” are eligible for union membership.²⁶ On January 14, 2004, AFA Board of Directors sent letters to those teachers who met the definition of “currently teaching at least six credit hours or has taught at least six credit hours in one of the last two semesters and is not eligible for full-time status....”²⁷ The Board hoped that “as many cards as possible for the acceptance of the new definition of the bargaining group can be accumulated.”²⁸ In order to have the new definition of the unit approved by the Oakton administration and certified by the Illinois Education Labor Relations Board, the AFA had to insure that their “card check petition” included approval by a majority of the “petitioned for employees.” By March thirty-six cards had been signed “YES” indicating their “acceptance of the new definition of a bargaining unit.”²⁹

On April 1, 2004, the Adjunct Faculty Association, IEA-NEA, filed a Majority Interest Petition (accompanied by forty-two Authorization Cards) with the IELRB seeking to change the definition of the union. On April 15, 2004, the College submitted fifty-two employees in the petitioned-for job titles, complying with IELRB Rules and Regulations. Since forty-two (out of a possible 52) signed and dated Authorization Cards in favor of union representation, the Board approved the petition,³⁰ issuing an Order of Certification dated May 10, 2004. The AFA was now the exclusive representative of the bargaining unit representing:

“All part-time faculty who are teaching at least six credit hours in the current semester, or who are currently 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.”³¹

As a result of the new definition of the bargaining unit, the AFA now had to reflect this change both in its constitution and in future contracts with the Administration. The AFA now represented 313 teachers out of the 500 part-time faculty members employed by Oakton in August of 2004 (223 were members and 90 were Fair Share teachers).³² Still, 185 part-time teachers remained outside of the bargaining group – those that taught only one class (three credit hours). Although thirty people of this group were already union members, should the AFA pursue these teachers as

25 Donna Ryan, AFA Minutes, November 13, 2003.

26 Donna Ryan, Minutes, December 11, 2003.

27 Barbara Dayton, Letter to All Part-time AFA Members, “New Bargaining Law,” January 14, 2004.

28 Donna Ryan, AFA Minutes, January 13, 2004.

29 Donna Ryan, AFA Minutes, March 9, 2004.

30 State of Illinois Educational Labor Relations Board, “In the Matter of Oakton Community College, Employer, and Adjunct Faculty Association, IEA-NEA, petitioner, “Case No. 2004-RS-001-C, May 10, 2001.

31 Ibid.

32 Donna Ryan, AFA Minutes, August 23, 2004.

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well?³³ The question lingered, especially because in October 2004, the Illinois Community College Board issued its salary report: “Oakton Community College has the highest average salary of any community college in Illinois.”³⁴ Were adjunct faculty members at Oakton, the school with the highest paid faculty in Illinois, receiving pay equity (redefined as 70% of pay for full-time teachers)?

The Eighth Contract: (2006-07, 2007-08, and 2008-09)

When negotiations kicked off in December for the next contract, how aggressively should the AFA recruit three-hour faculty? Some arguments for recruitment were strong: the part-timers would have one “inclusive tent;” all part-timers would have a right to a grievance procedure; the inclusion of three-hour teachers would make the AFA a stronger unit.³⁵ Ultimately, however, the Board decided not to pursue three-hour teachers. The AFA Board selected three priority goals to pursue: to work towards pay equity with full-time faculty (i.e. 70% of full-time salary), to improve job security, and to simplify seniority provisions in the contract.³⁶

The Illinois Education Association had been promoting Campus Equity Week since 2001. Each fall the IEA offered speakers on various college campuses and a conference in Springfield, Illinois. [In fact, in November 2001, Ms. Dayton had been a speaker for a program entitled “Exploring Higher Education Issues: The Past, the Present, and the Future.”]³⁷ Despite IEA’s push for equity pay for part-time educators, in November 2005, the State of Illinois passed a law limiting salary increases to no more than 6% a year! If increases were more, the school must pay a penalty. This presented a real problem for part-time teachers, since one of their goals was to “catch up” to full timers on a pro-rata basis. Part-timers were encouraged to support a bill [HB4166] which would exempt part-time faculty from the law.

The AFA distributed a chart to its membership which showed the accomplishments of the union in getting part-time pay closer to full-time salaries on a per-hour basis. (See Appendix). According to the 2005-06 salary schedule, a part-timer on Step Two received 57% of a full-timer’s pay, whereas an adjunct on Step Eleven received 50% of a full-time teacher’s pay. Despite past accomplishments, the AFA wanted to “narrow the gap” between part-time and full-time pay. The AFA “also wanted to have LHE (Lecture Hour Equivalent) measurements become the same” for both full-time and part-time faculty,³⁸ not only in academic areas but in lab hours. made up the AFA’s bargaining team.

33 Ibid.

34 AFA Minutes, October 14, 2004.

35 AFA Minutes, August 15, 2005.

36 AFA bargaining team flyer, “AFA Contract Goals for 2006.”

37 IEA, “Teaching Strong...Treatment Wrong!” *Support HB1720& Campus Equity Week*, October 28-November 3, 2001.

38 “AFA Contract Goals for 2006”

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According to the AFA's minutes of May 4, 2006, "negotiations are not going well. The negotiating team of Barbara Dayton, Jeff Moro, and Dave Schall indicated that the administration's response to the AFA's salary request was insulting."³⁹ In response to this resistance, the AFA created an "action committee to write letters to the editor and make the local press aware of the pending contract." Members were encouraged to attend the Board of Trustees meetings in large numbers.⁴⁰ Despite increased pressure on the administration, the AFA and the administration reached an impasse; a mediator was requested.

As a result of the mediation, a new contract was agreed upon. One important change was in the seniority list, which broke seniority into four levels based on years of service. This specific list carefully outlined who could "bump" whom. For the first time, the bargaining unit's description included all part-time faculty who have taught at least six credit hours in either of the two previous semesters, not including the summer. This mirrored the change in the AFA certified by the Illinois Education Labor Relations Board.

The Ninth Contract (2009-10 through 2012-13)

The AFA Board began discussing proposals for contract negotiations as early as April 2008. Some of the contract proposals included: stipends versus payment in LHE's, assignment of a third class, assessment, and the issue of nurses in the union. The following fall, surveys were sent to all adjunct faculty members to get their input.⁴¹ The survey results indicated adjuncts gave salary the highest priority, and salary commensurate to full-time faculty was second in priority.⁴²

By December 2008 the bargaining team of Bev Stanis, Larry Cohen, and Dave Shall (acting as a consultant) was in place, and the AFA's contract proposals refined. The AFA negotiating team met on February 23rd with the administration's team consisting of Arnie O., Nancy Prendergast, and Craig Ahrndt. By April negotiations were progressing, but according to the AFA minutes, the union had to fight to keep the rights that they had previously won, such as the obligation of the administration to guarantee that one-fourth of applicants for a full-time job will come from adjuncts.⁴³ The administration also wanted to omit coaches, nurses, counselors and music teachers from the recognition clause. A symbolic change was achieved when the administration agreed to include the part-time faculty in the Oakton faculty directory right along with the full-time faculty (rather than stapled into the back of the book). Negotiations proceeded slowly over the summer, but in August 2009 the Oakton Board of Trustees ratified a new contract; which the AFA members voted to ratify in September.

39 Donna Ryan, AFA Minutes, May 4, 2006.

40 Ibid.

41 AFA Minutes, April 18, 2008

42 AFA Minutes, October 3, 2008.

43 AFA Minutes, April 4, 2009.

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The four-year contract (2009-2013) achieved an average raise of 4.5% each year, including additional steps on the salary schedule: steps 12, 14, 16, and 18. Regarding assignment of classes and seniority, the contract called for a simplified seniority list (with two levels rather than four), with the least senior instructor bumped first. For the first time all adjuncts could teach a maximum of 12 hours, and pay for department/division meetings was increased to \$24 by the end of the contract. The AFA was able to retain the commitment that 25% of those interviewed for full-time positions must be qualified adjuncts.⁴⁴

Oakton Adjuncts “Feel Left Out”

Despite the gains achieved by the Adjunct Faculty Association over its 24-year existence, many adjuncts felt “left out” according to an article that appeared in the *Chronicle of Higher Education*. Based upon the high number of online surveys completed by Oakton’s adjunct faculty, the *Chronicle of Higher Education* sent a reporter to Oakton to interview adjuncts. On October 18, 2009, the article entitled “At One 2-Year College, Adjuncts Feel Left Out” appeared. Of the eight adjuncts who were quoted, only one had a positive thing to say about their experience at the college. “Even adjunct professors who have worked at Oakton for decades... say they feel like outsiders.”⁴⁵ Although the college’s 540 part-time instructors outnumbered its 154 full-time professors by more than three to one and taught 60% of the courses, most of the college’s part-time instructors felt they really didn’t belong.

The article recognized the strides that adjuncts had made over the years through its union, the state’s oldest. As a result, Oakton was one of the better colleges in the Chicago area to work for, paying its adjuncts a competitive rate (between \$2,475 and \$3,540 for each three-credit course), giving adjuncts academic freedom, and encouraging, even paying, adjuncts to get involved. The college’s president Margaret B. Lee, herself an adjunct once, said that “Oakton takes its adjuncts seriously,” noting that at every meeting of the Board of Trustees, representatives of the adjunct union sit at the table. “Because you have one title and not the other is no indication you are less important,” she continued. “I think you can be as involved in the life of the institution as you want to be.”⁴⁶ Nevertheless, the President of the AFA, Barbara Dayton said there is a “definite stratification” among faculty members. The main reason for the gulf was financial; full-time faculty earned much more per credit hour, and had benefits, yet their credentials were not that much different than those of adjuncts. Although some department chairs tried to reach out to

44 “Contract Gains” flyer, 2009-2012

45 Robin Wilson, “At One 2-Year College, Adjuncts Feel Left Out,” *The Chronicle of Higher Education*, October 18, 2009.

46 *Ibid.*, 4.

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adjuncts, and an adjunct even won the campus's award for excellence in teaching, the fact was that many adjuncts still felt undervalued.⁴⁷

⁴⁷ Ibid., 9.