

**EASTERN GATEWAY COMMUNITY COLLEGE  
ADJUNCT FACULTY INSTRUCTIONAL  
CONTRACT ACADEMIC YEAR 2021-2022**

This contract of employment entered into this, July 1, 2021 through July 31, 2022 by and between the Board of Trustees of Eastern Gateway Community College, Steubenville, Ohio, and

Name: Milan Sherman

Address: 6501 SUNSET TERRACE, WINDSOR HEIGHTS, IA, 50324, Polk, US

Department No: Office of the Dean of Academics

In accordance with prescribed College policy and directives, your duties as an adjunct faculty member will be assigned as needed during the academic year in which this agreement is executed.

The specific terms of this contract are as follows:

1. The College, through its academic deans and/or administration, will assign courses to you based on disciplines in which you are authorized to teach (based on your qualifications and experience), schedule, and location as well as your availability to teach. This agreement will encompass courses assigned to you during the current academic year and will serve as the agreement between you and the College for any courses or partial courses that you teach during the current academic year.
2. Your salary for services rendered will be paid in equal installments on a semi-monthly basis as established by College policy and the current adjunct contract pay schedule published by the College Business Office. This Agreement automatically and without action terminates at the close of the academic year indicated above.
3. The adjunct rate of pay shall be prorated to reflect work for less than the full course or term in the academic year. Salary will be paid in approximately equal installments only after services have been rendered less any legally authorized deductions.
4. This Agreement, including the payment of salary, is subject to the sufficiency of legislative appropriations or other funds. The pertinent provision of the Revised Code of Ohio, the By-Laws of the Board of Trustees, and the official actions of the Board of Trustees are expressly incorporated herein by this reference and this Agreement is conditioned upon full compliance therewith.
5. Such employment is subject to the following instructional terms, covenants, and conditions:
  - A. Prior to the commencement of the courses assigned during the current academic year, the College agrees to provide the adjunct faculty member a course syllabus and course guidelines for each course for which the adjunct faculty member is employed. During the course of the Term/Semester in which the assigned courses run, the adjunct faculty member agrees to provide instruction covering all material and objectives set forth in the syllabus and guidelines meeting all course outcomes.
  - B. The primary responsibility of an adjunct faculty member at Eastern Gateway Community College is to teach. To that end, and in addition to the teaching requirements covered in paragraph A, all adjunct faculty members are required to:
    1. Attend an adjunct faculty orientation which may be held in-seat or online before the first day of class; if a faculty member is unable to attend the scheduled orientation, then the faculty member should arrange an orientation meeting with his/her dean or program director. Provide students with course outlines that support learning objectives set forth in the course syllabus.
    2. Review FAC101 (found on your Canvas Dashboard) and complete the quiz at the end of the course within the first week of teaching.
    3. Follow and measure learning outcomes, as developed/approved by the department dean or program director.
    4. Assess student performance using a variety of assessment tools and maintain grade records.
    5. Maintain the course as created by the course developer without alteration.
    6. Create an effective learning environment through the use of a variety of instructional methods.
    7. Teach the full number of contact hours expected for each assigned course.
    8. Submit student grades and attendance records as directed by the College by deadlines set and communicated.
  - C. In the event an adjunct faculty member is unable to conduct an assigned class during the current academic year at its regularly scheduled date and time, said adjunct faculty member must give as much prior notice of such fact as possible to his/her immediate supervisor, in order that the students in such class may be given proper notice. Notice of at least one workday is required for any absence, except in the event of illness or bona fide emergency. The adjunct faculty member's Dean will have complete and final authority to approve or disprove cancellation and/or rescheduling of all classes. Approved cancellation of a class does not relieve the adjunct faculty member from his/her responsibility to provide instruction covering all areas in the syllabus, guidelines and objectives as provided by the College.



1. An adjunct faculty member is permitted one excused absence per course without financial penalty provided that the absence conforms to the cancellation procedures outlined in section 5:C above. All unexcused absences and excused absences in excess of one per course will result in a payroll deduction of a pro-rated amount for the class sessions the adjunct faculty member is absent.
- D. The adjunct faculty member will collaborate with Eastern Gateway Community College faculty and staff in the continued assessment and revision of learning outcomes for use in program reviews and curriculum revision.
- E. The adjunct faculty member is encouraged to participate in scheduled meetings and activities at Eastern Gateway Community College in order to assure currency in departmental/college-wide developments and procedures.
- F. The adjunct faculty member is expected to become familiar with and fully support the College's mission and goals.
- G. The adjunct faculty member understands that changes may be required to assigned course load during the current academic year if:
  - a) a course is cancelled due to low enrollment; or b) if a course is assigned to a full-time faculty member to meet that faculty member's workload requirement. Such changes will nullify and make void any course assignments subject to these provisions.
6. The adjunct faculty member understands and agrees that all part-time faculty/instructor assignments offered to the Adjunct and to which the Adjunct may be assigned during the current academic year are subject to cancellation at any time, for any reason, at the sole discretion of the College, including, but not limited to, insufficient enrollment, availability of full-time faculty of the College to meet such assignments, failure to abide by the College's Policies and Procedures, or other reasons as determined by the President, Senior Vice President of Academic Affairs, or any designee in his/her sole discretion.
  - A. The adjunct faculty member agrees that if a course cancellation results in a salary overpayment to the adjunct faculty member, the College at its discretion will recoup the overpayment from salary payments on existing, non-cancelled contracts for which the adjunct faculty member is being paid and/or payments of contracts that may be extended to the adjunct faculty member in the future, until the overpayment has been satisfied. The College will notify the adjunct faculty member in advance of any such proposed action.
7. This agreement creates no obligation by the College to employee or re-employ, contract with or re-contract with the adjunct faculty member. No time spent by the adjunct faculty member as a part-time instructor shall be counted, except as otherwise determined at the sole discretion of the College, as service earned by the instructor in the event the instructor becomes employed on a full-time basis.
8. The adjunct faculty member understands and agrees that any services performed by the Adjunct faculty member shall not qualify him/her for any fringe benefits, except those that may be adopted or approved by the Board of Trustees, specifically for part-time faculty, or, as required by law.
9. The adjunct faculty member is expected to meet all class sessions for assigned courses as part of the contract. Should an emergency require him/her to miss a class meeting, this absence must be reported promptly to the dean or other administrator, preferably in time that alternate plans can be made for the class session. The adjunct faculty member should not unilaterally arrange for a substitute to take over any class meeting.
10. The adjunct faculty member understands and agrees that all compensation is subject to local, state, and federal laws and regulations with respect to withholding, retirement, or any other applicable provision of law.
11. The adjunct faculty member agrees to abide by the College's Policies and Procedures. Acceptance of this contract indicates understanding and agreement to the terms listed
12. **ADJUNCT INSTRUCTORS ONLY:** All adjunct faculty members assigned to teach courses are responsible for adhering to the following guidelines. These guidelines are used by EGCC to evaluate all adjunct faculty. Eastern Gateway Community College instructors are required to:
  - A. Complete LMS training prior to teaching online.
  - B. Set accommodations within the LMS for students who provide a letter of accommodations from the Office of Accessibility.
  - C. Actively participate in the discussion board a minimum of 4 days a week when appropriate.
  - D. Respond to all emails from students and college personnel within 48 hours.
  - E. Add contact information to the syllabus already posted within the course.
  - F. Create/update profile information in the LMS to include your contact information.
  - G. Post grades for all gradable items in the grade book within 72 hours of a unit/module closing.
  - H. Email students grading feedback to notify them of their unit grade.
  - I. Establish an environment conducive to collaborative learning and active student involvement.
  - J. Continually improve the quality of the course in accordance with the college's criteria.
  - K. Verify all assessments including final grade are correct by 5 pm ET on the Tuesday after the session ends.
13. Under this adjunct appointment, unless otherwise noted in this Agreement, it is understood that you will render full adjunct contract service during the term of your appointment. If you accept outside employment or engage in activities that will result in rendering less than the contracted adjunct service to the College as set forth in this Agreement, it shall cause this contract to be voidable at the discretion of the Board of Trustees.
14. This adjunct contract is predicated on representations regarding education, experience, and other qualifications which, if subsequently prove to be inaccurate, shall cause this contract to be voidable at the discretion of the Board of Trustees.
15. Failure to fully perform the terms and conditions of this Agreement, as determined by the adjunct faculty member's immediate supervisor, may result in termination of this Agreement and/or in disciplinary action up to and including termination of employment. Failure to turn in grade sheets, attendance reports, and/or other data required to comply with federal and state



- regulations may result in the withholding of paychecks.
16. EGCC uses web access for all course information. Usage of this system is mandatory. All faculty are required to retrieve their own class lists, report attendance, and submit both mid-term and final grades through a web portal. The web access also allows faculty to review the academic history of the students enrolled in their classes. However, along with the right to access the transcripts of students at Eastern Gateway Community College comes the responsibility to maintain the rights of students particularly as outlined in the Family Rights and Privacy Act (FERPA). The college catalog and FERPA state the policy regarding student records at Eastern Gateway Community College. Student records are open to members of the faculty and staff who have a legitimate need to know their contents; however, you do have a responsibility to maintain confidentiality. Under the terms of FERPA, Eastern Gateway Community College has established the following as directory information: student's name, address/telephone number, email address, degrees and awards received and dates, dates of attendance (current and past), full or part-time enrollment status, major field of study, and academic levels. All other information may not be released without written consent of the student. Grades, social security numbers, ethnicity, and student schedules should not be released to anyone other than the student under discussion and not over the phone. My signature on this contract indicates that I have read the above and agree to maintain the confidentiality of student records.

I hereby accept appointment under the above terms and agree to render service in accordance therewith.

Signature Milan F Sherman

Date 8/13/21

EASTERN GATEWAY COMMUNITY COLLEGE

Michael Geoghegan  
By \_\_\_\_\_  
Michael Geoghegan, President

Date: 7/01/2021