

Tentative Agreement
Adjunct Faculty Negotiations

2005-06-2006-10

AGREEMENT

BETWEEN

**BOARD OF TRUSTEES
OF COMMUNITY COLLEGE DISTRICT 512,
COUNTY OF COOK AND STATE OF ILLINOIS**

AND

**HARPER COLLEGE ADJUNCT FACULTY
ASSOCIATION, IEA-NEA**

August 20056

TABLE OF CONTENTS *(to be updated)*

INTRODUCTION	1
ARTICLE 1.1 RECOGNITION	1
ARTICLE 1.2 MAINTENANCE OF INCLUSION	2
ARTICLE 1.3 RE-ELIGIBILITY	2
ARTICLE 1.4 ANNUAL UNIT LISTING	2
ARTICLE 2.1 ACADEMIC FREEDOM	3
ARTICLE 2.2 NON-DISCRIMINATION	4
ARTICLE 2.3 INTELLECTUAL PROPERTY AND COPYRIGHTS	4
ARTICLE 2.4 BOARD RIGHTS	4
ARTICLE 3.1 MEETING SPACE FOR THE ASSOCIATION	5
ARTICLE 3.2 ASSOCIATION BULLETIN BOARD	6
ARTICLE 3.3 ASSOCIATION USE OF INTRA-DEPARTMENT MAIL SYSTEM	6
ARTICLE 3.4 MEMBERSHIP DUES DEDUCTIONS	6
ARTICLE 3.5 ASSOCIATION/COLLEGE MEETING	7
ARTICLE 3.6 NOTICE OF BOARD MEETINGS.	7
ARTICLE 3.7 DATE OF HIRE.	7
ARTICLE 4.1 ADJUNCT FACULTY HANDBOOK	8
ARTICLE 4.2 OFFICE SPACE, TELEPHONES, AND KEYS	8
ARTICLE 4.3 COPYING	8
ARTICLE 4.4 SECRETARIAL SERVICES	9
ARTICLE 4.5 PERSONAL PAID LEAVE	9i

ARTICLE 5.1 ACCESS TO PERSONNEL FILES	9
ARTICLE 6.1 GRIEVANCE DEFINITION	10
ARTICLE 6.2 GRIEVANCE PROCEDURE	10
ARTICLE 6.3 NON-REPRISAL	13
ARTICLE 7.1 DISCIPLINE	13
ARTICLE 7.2 REPRESENTATION AT MEETING	14
ARTICLE 7.3 PRE-DISCIPLINARY MEETING	14
ARTICLE 8.1 EVALUATION SYSTEM	15
ARTICLE 8.2 CLASS ASSIGNMENT.	15
ARTICLE 8.3 CANCELLATION OF CONTINGENT ASSIGNMENT	16
ARTICLE 8.4 SUBSTITUTE TEACHING	16
ARTICLE 9.1 COMPENSATION	17
ARTICLE 9.2 SUBSTITUTE PAY	18
ARTICLE 9.3 INDEPENDENT STUDY	18
ARTICLE 9.4 NON-INSTRUCTIONAL MEETINGS OR DUTIES.	18
ARTICLE 9.5 LARGE LECTURE ENROLLMENT	18
ARTICLE 9.6 COMPENSATION FOR CANCELLED CLASSES.	19
ARTICLE 9.7 SUMMER CLASSES	19
ARTICLE 9.8 TUITION WAIVER	20
ARTICLE 9.9 STATE UNIVERSITIES RETIREMENT SYSTEM	20
ARTICLE 9.10 TAX-SHELTERED ANNUITY.	20
ARTICLE 9.11 PRINTING OF AGREEMENT.	20

Tentative Agreement
Adjunct Faculty Negotiations

ARTICLE 10.1 SAVINGS CLAUSE	.	.	.	.	.	.	20
ARTICLE 10.2 NO STRIKE	.	.	.	.	.	.	21
ARTICLE 10.3 ENTIRE AGREEMENT	.	.	.	.	.	.	21
ARTICLE 10.4 DURATION OF AGREEMENT	.	.	.	.	.	.	22

INTRODUCTION

This Agreement is entered into by and between the Board of Trustees of Community College District No. 512, Counties of Cook, Lake, Kane and McHenry and the State of Illinois, hereinafter referred to as the "Board," or the "College" and the Harper College Adjunct Faculty Association, IEA-NEA, hereinafter referred to as the "Association," as the exclusive collective bargaining representative for the employees in the bargaining unit as defined herein.

ARTICLE I

1.1 Recognition

The College recognizes the Association as the exclusive bargaining representative for a unit of part-time instructional employees as follows:

All adjunct faculty currently employed at William Rainey Harper College who provide a minimum of three (3) credit hours of instruction per academic semester for at least four (4) consecutive academic semesters excluding the summer term. Bargaining unit eligibility shall commence at the beginning of the fourth consecutive academic semester in which the adjunct faculty member provides at least three (3) credit hours of instruction.

Excluded from the unit are all adjunct faculty members who do not meet the bargaining unit eligibility criteria set forth above; all administrators, full-time faculty, professional-technical employees, classified employees, custodial-maintenance and roads and grounds employees, public safety employees, retired administrators and retired faculty; and excluding any short-term employees, supervisory employees, confidential employees, managerial employees, students, and any other employees excluded under Section 2 of the Illinois Educational Labor Relations Act.

As used herein, the term "adjunct faculty" shall refer to those part-time instructional employees included in the bargaining unit described above.

1.2 Maintenance of Inclusion

An adjunct faculty member who qualifies for initial bargaining unit inclusion but who subsequently fails to meet the eligibility criteria set forth in Article 1.1 shall remain a member of the bargaining unit for two consecutive semesters, excluding the summer term, in which the member provides no instructional services. Failure to satisfy the eligibility criteria in Article 1.1 for the next consecutive academic semester, excluding the summer term, will result in removal from the bargaining unit.

1.3 Re-Eligibility

An adjunct faculty member who is removed from the bargaining unit because he/she does not meet the eligibility criteria set forth in Article 1.1 or Article 1.2 will re-qualify for eligibility in the unit only after satisfying the eligibility criteria set forth in Article 1.1.

1.4 Annual Unit Listing

The College will annually provide the Association, on or before May 1st, with a listing of adjunct faculty members who meet the eligibility criteria set forth in this Article, a listing of adjunct faculty members who have completed three consecutive semesters and who may become eligible for membership in the Fall semester if they meet the eligibility criteria set forth in this Article and a listing of adjunct faculty members who have completed two consecutive semesters who may become eligible for membership in the subsequent Spring semester if they meet the eligibility criteria set forth in this Article.

ARTICLE II

2.1 Academic Freedom

Institutions of higher education are conducted for the common good and not to further the interest of either the individual teacher or the institution as a whole. The common good depends upon the free search for truth and its free exposition.

Academic freedom is essential to the free search for truth and its free exposition and applies to both teaching and research. Academic freedom in its teaching aspect is fundamental for the protection of the rights of the teacher in teaching and of the student to freedom in learning. It carries with it duties correlative with rights as adopted by the AAUP Statement of Principles on Academic Freedom.

Faculty Academic Freedom:

Teachers are entitled to freedom in the classroom in discussing their subject, but they should be careful not to introduce into their teaching controversial matter that has no relation to their subject.

Teachers are citizens, members of a learned profession and officers of an educational institution. When they write or speak as citizens, they should be free from institutional censorship or discipline, but their special position in the community imposes special obligations. As scholars and educational officers, they should remember that the public may judge their profession and their institution by their utterances. Hence they should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and they should make every effort to indicate that they are not speaking for the institution.

2.2 Non-Discrimination

The College agrees there shall be no discrimination against any adjunct faculty member because of Association membership. The parties likewise acknowledge the right of any adjunct faculty member not to become a member of the Association.

2.3 Intellectual Property and Copyrights

Intellectual property and copyright issues will be governed by the guidelines provided in the Board of Trustees approved college manual on Intellectual Property (Copyrights and Patents).

Adjunct faculty will adhere to College policy and procedures and applicable state and federal legislation in the development and use of all instructional materials.

An adjunct faculty member shall retain ownership rights of classroom materials developed and produced without the use of any College resources.

An adjunct faculty member has the right to consult with the Association or counsel of his/her choosing.

2.4 Board Rights

The Board, on behalf of the electors of Community College District 512, retains and reserves the ultimate responsibilities for the proper management of the College district conferred upon and vested in it by the Statutes and Constitution of the State of Illinois and the United States.

The Board of Trustees of the College reserves “the four essential freedoms” of a college or university: to determine for itself on academic grounds who may teach, what may be taught, how it shall be taught (includes time and location), and who may be admitted to study. Implicit within these freedoms is the Board’s right to hire,

determine curriculum, determine degree requirements, and establish academic and grading policy.

The Board shall not be required to bargain over matters of inherent managerial policy, which shall include such areas of discretion or policy as the functions of William Rainey Harper Community College, standards of services, its overall budget, the organizational structure, selection of new adjunct faculty members, and the direction of faculty members. The authority and powers of the Board as prescribed by the statutes and constitutions of the State of Illinois and the United States shall continue unaffected except as limited by the written provisions of this Agreement or revisions to the relevant statutes, whether or not such authority and powers were exercised by the College prior to the execution of this Agreement.

ARTICLE III

3.1 Meeting Space for the Association

The Association may utilize College meeting room facilities, except those already set up for an anticipated use, to meet with employees covered under this Agreement during non-working hours, provided the Association shall promptly reimburse the College the facilities usage charge as prescribed in the College Facilities Usage Manual and for any additional expense or any damage occasioned by such use. Such use shall not interfere with any activity or function of the College. The Association shall advise the College designee of the day and time that these meetings will take place.

The Association and its representatives shall not use College supplies or materials in connection with the planning or holding of such meetings.

3.2 Association Bulletin Board

The Association shall be provided with bulletin board space for the posting of notices and materials relating to official Association activities. Such materials shall be identified with the name of the Association and signed by an appropriate officer thereof. Such materials shall not be derogatory of any person associated with the College and shall not include items which are endorsements of candidates for political office (other than offices of the Association).

3.3 Association Use of Intra-Department Mail System

The College shall permit the Association to distribute official Association materials to adjunct faculty members through the College mail service subject to College regulations. This authorization shall terminate if any governmental agency or court of competent jurisdiction shall determine such mail services cannot be utilized without the affixation of postage or payment of fee.

3.4 Membership Dues Deduction - Fair Share

A. The College shall deduct Association membership dues from the wages of each adjunct faculty member covered by this Agreement in amounts as determined by the Association for the Fall and Spring semester, provided the amount to be deducted shall be uniform for each Association member. The deduction must be authorized in writing by the adjunct faculty member and received by the designated College office. The Association shall provide the College a listing of adjunct faculty authorizing such deduction by October 15th for the Fall semester and by February 15th for the Spring semester. Such deduction shall be made in a single deduction in the first pay period of November for the Fall semester and in a single deduction in the first pay period of March for the Spring semester. Such deduction shall be forwarded to the

Association within fifteen (15) working days of the date for which the deductions are made.

An employee's authorization shall be deemed revoked upon written authorization from the member, when the member does not meet the bargaining unit eligibility criteria as set forth in Article 1.1 or Article 1.2, or upon termination of employment.

When the College makes such deductions and remits such membership dues, the Association shall indemnify, hold harmless and defend the Board of Trustees, its members, agents and employees in any action, complaint or suit or other proceedings which may be brought under this Article.

B. A fair share fee shall be assessed on all Association eligible adjuncts newly hired to teach beginning in the Fall, 2006 semester if the Association can certify that at least fifty-one percent (51%) of the eligible members have paid Association dues for the 2005-2006 school year. Should the Association be unable to certify the required number of dues paying members in 2005-06, the College agrees to implement Fair Share in any subsequent Fall that the Association can certify that dues paying membership is at least fifty-one (51%) percent of the eligible members for the prior school year. Employees covered by this Agreement and newly hired to teach in the Fall, 2006 shall be required to maintain membership in the Association or to pay fair share whenever they become eligible and Fair Share has been implemented.

The amount of the fee shall be certified to the Board by the Association, and fair share deductions shall be made at the same time and in the same manner as membership dues deductions under section 3.4 A. 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, and shall supply the Board and the non-members a copy of the basis of the calculation of the fee. Non-member employees shall have the right

to file objections to fair share in accordance with the rules of the Illinois Educational Labor Relations Board.

If a faculty member declares the right of non-association based upon bona fide religious tenets or teaching, or a church, or religious body of which such faculty member is a member, such faculty member shall be required to pay an amount equal to the faculty member's proportionate share to a non-religious charitable organization in accordance with the rules of the Illinois Educational Labor Relations Board.

In the event of any legal action against the College 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, providing that the College notifies the Association of such action in a timely manner not to exceed thirty (30) days.

3.5 Association/College Meeting

Each semester the College President or designee or the Association's President may request to meet at the College at a mutually convenient time with a mutually agreed upon agenda for the purpose of sharing available information and addressing issues of mutual concern.

3.6 Notice of Board Meetings

A copy of the Board agenda, non-confidential exhibits and minutes shall be made available to the Association President or designee at the same time as it is made available to administrators.

3.7 Date of Hire

The date of hire of an adjunct faculty member shall be identified as the first instructional day on which an adjunct faculty member began providing three (3) or more credit hours of instruction for the College and the adjunct faculty member has remained in the bargaining unit.

An adjunct faculty member employed at William Rainey Harper College as of the conclusion of the Spring 2005 semester and who has provided a minimum of three (3) credit hours of instruction per academic semester for the last four (4) consecutive academic semesters, excluding the summer term, shall be considered to have provided three (3) or more credit hours of instruction on a continuous and uninterrupted basis to the College since the date of initial employment as an adjunct faculty member through the conclusion of the Spring 2005 semester. To clarify this paragraph, an adjunct faculty member who meets the criteria in this paragraph shall have their date of initial employment considered as their date of hire.

ARTICLE IV

4.1 Adjunct Faculty Handbook

The Adjunct Faculty Handbook, previously referred to as the Guidebook for Adjunct Faculty, is a non-contractual reference document for adjunct faculty. The Handbook and its provisions are not grievable under Article VI of this Agreement, provided, that the terms of this Collective Bargaining Agreement supersede any contrary or inconsistent provisions in the Handbook.

4.2 Office Space, Telephones, and Keys

The College shall provide, based upon availability, shared office space for adjunct faculty members in division common areas. Such office space will be equipped with a telephone and computer, as available. Office and classroom keys may be issued to adjunct faculty as determined by the Dean.

4.3 Copying

Each adjunct faculty member shall have access to departmental copying, transparency, and Scantron equipment in accordance with College and division rules and regulations.

4.4 Secretarial Services

Insofar as practical and the budget permits, the services of student aides may be made available to adjunct faculty members. Where feasible the secretarial staff may assist adjunct faculty members in the preparation of instructional materials.

4.5 Personal Paid Leave

Each adjunct faculty member who teaches one or two day(s) per week shall be allowed two (2) non-cumulative work days absence each semester without loss of pay for personal sick leave or to attend to other personal leave; each adjunct faculty member who teaches three days per week shall be allowed three (3) non-cumulative work days absence each semester without loss of pay for personal sick leave or to attend to other personal leave; and each adjunct faculty member who teaches four days per week shall be allowed four (4) non-cumulative days absence each semester without loss of pay for personal sick leave or to attend to other personal leave. Notification of such absence must be provided to the appropriate Dean or designee at least two (2) hours prior to the first class meeting for classes which meet before four o'clock pm (4:00pm) and at least three (3) hours prior to the first class

meeting for classes which meet after four o'clock pm (4:00pm) that day. Failure to notify according to this procedure, except in a documented emergency, will result in loss of compensation for that day. Should an adjunct faculty member's absences exceed the available paid days of personal leave, the adjunct faculty member's pay will be adjusted based upon the individual adjunct faculty member's contact hour pay rate for classes missed.

ARTICLE V

5.1 Access to Personnel Files

The official personnel file for each adjunct faculty member shall be maintained in the Human Resources Office. An adjunct faculty member shall have the right to examine his/her personnel file in the Human Resources Office in accordance with College policy and the Illinois Personnel Records Review Act. Such request shall be made in writing and shall be honored without undue delay if made during normal business hours. A designee of the College administration may be present during such review. Nothing which had been officially placed in the personnel file shall be permanently removed from the file without the mutual consent of the College President or designee and the adjunct faculty member. An adjunct faculty member may reproduce material from his/her files at the cost established by College policy.

No material from an adjunct faculty member's personnel file shall be made available to personnel or agencies not employed by or affiliated with the College without the adjunct faculty member's consent, except as required by law, court order or records subpoena or as necessary pursuant to the regular operations of the College. However, this shall not preclude the College from responding as required with regard to verification of employment.

ARTICLE VI

6.1 Grievance Definition

A complaint by (1) an adjunct faculty member; or (2) a group of adjunct faculty members; or (3) the Association, that there has been a violation, misinterpretation or misapplication of any provision of this Agreement.

6.2 Grievance Procedure

Informal Resolution Procedure

The party asserting a grievance shall attempt to resolve the problem through informal communication with the appropriate Dean and Chair/Coordinator. When a cause for complaint occurs, the affected adjunct faculty member shall request a meeting with the Dean in an effort to resolve the complaint. If the affected adjunct faculty member is not satisfied with the result of the meeting, he/she and/or the Association may formalize the complaint in writing as provided for in Level 1 of the formal grievance procedure set forth below. The informal resolution process shall be completed no later than ~~fifteen (15)~~ twenty (20) days after the date of the occurrence giving rise to the grievance or from the date when the grievant might reasonably have become aware of the occurrence.

Formal Grievance Procedure

Level 1. If a complaint is not resolved through the informal resolution procedure, a formal grievance may be submitted in writing by the grievant or the Association to the appropriate Dean no later than ~~fifteen (15)~~ twenty five (25) days after the date of the occurrence giving rise to the grievance or from the date when the grievant might reasonably have become aware of the occurrence. The formal written grievance shall clearly identify the grievant(s), summarize known relevant facts, identify all provisions of the Agreement allegedly violated, and describe the remedy which is being requested. The Dean will meet with the grievant and the Association representative(s) to review the grievance no later than ten (10) days after receipt of the grievance. The Dean shall provide a written response to the grievant with a copy

to the Association no later than ten (10) days after the meeting. The response shall include the reasons for the decision.

Level 2. If the grievance is not resolved at Level 1, the grievant or the Association may refer the grievance to the appropriate Vice President or designee by filing the grievance in writing no later than ten (10) days after receipt of the response from Level 1 or no later than ten (10) days after the date the Level 1 response was due if no response is filed by the Dean. The Vice President or designee will meet with the grievant and the Association representative(s) to review the grievance no later than ten (10) days after receipt of the Level 2 filing. Each party shall have the right to include in its presentation of facts such witnesses as it deems necessary to develop facts pertinent to the grievance. A written response, including reason(s), shall be provided to the grievant with a copy to the Association no later than ten (10) days after the Level 2 meeting.

If the grievance arises from a decision at the Vice President's level, the grievance may be initiated at Level 2, provided such is filed no later than the time limits prescribed in Level 1.

Level 3. If the grievance is not resolved at Level 2, the grievant or the Association may refer the grievance to the College President or designee by filing the grievance appeal in writing no later than ten (10) days after receipt of the response from Level 2 or no later than ten (10) days after the date the Level 2 response was due if no response is filed by the Vice President or designee. The College President or designee will meet with the grievant and the Association representative(s) to review the grievance no later than ten (10) days after receipt of the Level 3 filing. Each party shall have the right to include in its presentation of facts such witnesses as it deems necessary to develop facts pertinent to the grievance. A written response, including reason(s), shall be provided to the grievant with a copy to the Association no later than ten (10) days after the Level 3 meeting.

Level 4. If the grievance is not resolved at Level 3, the Association may refer the grievance to binding arbitration by filing the grievance in writing no later than thirty (30) calendar days after receipt of the response from Level 3 or no later than thirty (30) calendar days after the date the Level 3 response was due if no response is filed by the College President or designee.

The Association shall promptly request the American Arbitration Association (AAA) to provide a panel of Arbitrators in accordance with the AAA's voluntary labor arbitration procedures and the AAA shall serve as the administrator of the arbitration proceeding.

The authority of the arbitrator shall be strictly limited to whether there has been a violation, misinterpretation, or misapplication of this Agreement. His/her authority shall be limited to deciding only the issue or issues presented to him/her by the College and the Association, and his/her decision must be based solely upon his/her interpretation of the meaning or application of the express, relevant language of this Agreement. In making his/her recommendation, the arbitrator shall not add to or enlarge upon this Agreement, and any remedy, if appropriate, shall conform to Illinois law.

The arbitrator is empowered to include in his/her award such remedies as shall be within his/her lawful authority. The fees and expenses of the arbitrator and the American Arbitration Association shall be shared equally by the College and the Association. The parties likewise shall share the expense of any transcript(s), which they may jointly request, but all other expenses which may be incurred by either party shall be borne by that party.

As used in this Article, "days" shall mean Monday through Friday on days when credit classes are in session, except where otherwise indicated.

The failure of the grievant or the Association to act on any grievance within the prescribed time limits will act as a bar to any further appeal within the grievance procedure. If the designated representative of the College shall neglect to proceed or render a decision within the time limits, the grievance may be advanced to the next level of the grievance procedure. Time limits, may, however, be extended by mutual written agreement.

Grievance meetings shall be scheduled in an effort to allow for the presence of necessary parties, where practical.

6.3 Non-Reprisal

Neither the College nor the Association shall take any reprisals against any adjunct faculty member or other College employee as a consequence of the filing of a grievance or participation or non-participation in the grievance processing under this Article of the Agreement.

ARTICLE VII

7.1 Discipline

The parties recognize the authority of the College to suspend without pay or discharge an adjunct faculty member for documented reasons. The adjunct faculty member shall be apprised in writing of the reason(s) for such suspension or discharge. At the time such notice of disciplinary action is placed in the official personnel file in the Human Resources Office, a copy of such material shall concurrently be provided to the adjunct faculty member. The adjunct faculty member has the option to appeal such suspension or discharge in accordance with the procedures as set forth in Article VI of this Agreement.

~~At the time a written notice of disciplinary action, other than suspension or discharge, is placed in the official personnel file in the Human Resources Office, a copy of such~~

~~material shall concurrently be provided to the adjunct faculty member. At the time a disciplinary action other than suspension or discharge is taken, a copy of the written action shall be provided to the adjunct faculty member.~~ The adjunct faculty member shall acknowledge receipt of such notice by signing it for the file but such acknowledgement shall not signify anything other than receipt of the notice. A statement to this effect shall be printed adjacent to the signature line. A copy of the signed document shall be provided to the adjunct faculty member concurrent with the document being placed in the official personnel file in the Human Resources office ~~Should the adjunct faculty member refuse to sign the disciplinary notice, the Dean shall write on the disciplinary notice that the adjunct faculty member refused to sign, date it and sign his/her name to the disciplinary notice.~~

The adjunct faculty member shall have the right to respond to such notice placed in his/her official personnel file by submitting the response in writing within ~~fourteen (14)~~ fifteen (15) calendar days of the filing of such disciplinary notice. Such response shall be attached to the file copy.

As used in the Article, "days" shall mean Monday through Friday on days when credit classes are in session, except where otherwise indicated.

7.2 Representation at Meeting

An adjunct faculty member shall have the right to request and have Association representation present at an ~~investigation~~ investigatory, or fact finding, or disciplinary meeting which the adjunct faculty member reasonably believes may result in suspension or discharge.

7.3 Pre-Disciplinary Meeting

~~Except when detrimental to the general welfare of the College, an adjunct faculty member shall have the opportunity, prior to suspension without pay or discharge, to have Association representation present at a conference with his/her Dean and at that time to have an opportunity to review the reason(s) for the suspension or discharge and have an opportunity to comment on and/or rebut such reason(s).~~

ARTICLE VIII

8.1 Evaluation System

Adjunct faculty members shall be evaluated ~~by in accordance with College or division procedures~~ by the Dean (or designee). Classroom observations and the resulting written evaluations by the Dean or designee will normally occur on a two year cycle, however, additional individual classroom observations and the resulting written evaluations may be conducted as determined necessary by the Dean. The Dean shall inform the adjunct faculty in writing of the reason(s) for any additional observations. A copy of the classroom evaluation form is available on the Academic Affairs webpage.

When a written ~~report~~ evaluation of a classroom observation ~~or an evaluation~~ is prepared, a copy of the written ~~report~~ evaluation shall be prepared, discussed with and ~~concurrently~~ be provided to the adjunct faculty member within thirty (30) calendar days.

The adjunct faculty member shall acknowledge receipt of such copy by signing it for the file but such acknowledgement shall not signify anything other than receipt of the material. ~~Should the adjunct faculty member refuse to sign the written report, the Dean~~

~~shall write on the written report that the adjunct faculty member refused to sign, date it and sign his/her name to the written report.~~

A copy of the written report evaluation signed by the adjunct faculty member, ~~or signed by the Dean if the adjunct faculty member refuses to sign~~, shall be maintained in the adjunct faculty member's personnel file in the Human Resources office.

An adjunct faculty member shall have the right to respond to a ~~classroom observation or an~~ the written evaluation placed in his/her personnel file by submitting such response in writing within fourteen (14) ~~calendar~~ days of the filing receipt of the original material. Such response shall be attached to the file copy.

As used in the Article, "days" shall mean Monday through Friday on days when credit classes are in session, except where otherwise indicated.

8.2 Class Assignment

Each adjunct faculty member shall submit a written request to the Dean, on a form provided by the College, by the date established by the College, to identify the days and times the adjunct faculty member is available to teach for the subsequent semester. Every attempt will be made to honor such request subject to the College's staffing needs.

The College acknowledges that a reasonable effort shall be made to assign adjunct faculty members who are fully qualified by virtue of their academic credentials, training, classroom evaluations, recent experience, current discipline related technology, pedagogical techniques in the classroom and date of hire as defined in Article 3.7. The College will make a reasonable effort to assign an adjunct faculty member ~~covered by this Agreement~~, who has not been provided at least a three credit hour contingent assignment, with an assignment that will most likely run before providing a contingent assignment to a non-unit adjunct faculty member. ~~The making of such an assignment~~

~~shall be within the sole discretion of the Dean.~~ The Dean has sole discretion in determining an appropriate teaching assignment for an adjunct faculty member.

Adjunct faculty shall be notified, when possible, of their contingent work assignment for the next regular semester prior to the end of the current semester.

8.3 Cancellation of Contingent Assignment

The College shall advise an adjunct faculty member as soon as possible if their contingent assignment is canceled ~~as soon as possible~~. An assignment shall become irrevocable after the first class meeting. In the event that a contingent assignment is canceled, the College shall make a reasonable attempt to assign the adjunct faculty member to another course for which he/she is ~~fully~~ qualified to teach. If the adjunct faculty member is offered a replacement course, the adjunct faculty member shall have twenty-four (24) hours to accept the offer.

An adjunct faculty member who has not received an teaching assignment or whose teaching assignment has been canceled and for whom no alternative teaching assignment is available ~~but who remains in the bargaining unit in accordance with Article 1.2,~~ shall continue to have rights under this Agreement in accordance with Article 1.2.

8.4 Substitute Teaching

An adjunct faculty member who is interested in a substitute teaching assignment may be assigned to teach as a substitute in a course section for which the adjunct faculty member is qualified to teach. Each semester an adjunct faculty member may submit to the appropriate Dean a written request, on a form provided by the College, which shall indicate their willingness and availability to act as a substitute teacher and a reliable means by which to contact the adjunct faculty member on short notice.

An adjunct faculty member who is selected to substitute teach shall be paid in accordance with Article 9.2

ARTICLE IX – COMPENSATION

9.1 Compensation

	BA/Equiv. or 9 to 53 Credit Hours <u>Taught</u>	MA/Equiv. or 54 to 107 Credit Hours <u>Taught</u>	MA plus 60/ Equiv. or 108 to 161 Credit Hours <u>Taught</u>	Harper Teaching 162 to 215 Credit Hours <u>Taught</u>	Harper Teaching 216 plus Credit Hours <u>Taught</u>
2006/07 Rates	\$727	\$751	\$776	\$800	\$825
2007/08 Rates	\$749	\$777	\$805	\$833	\$861
2008/09 Rates	\$768	\$800	\$832	\$864	\$896
2009/10 Rates	\$785	\$822	\$859	\$896	\$933

Notes: Lane equivalent as determined by the College.
Rate progression to next higher rate based on additional preparation in field or total credit hours taught at Harper.
Rate changes to be effective with the start of the Fall semester.

The above amount will be paid for each contact hour of instruction that is consistent with the number of credit hours assigned to a course. In courses where the contact hours exceed the number of credit hours, the above amount will be paid for the first contact hour exceeding the number of credit hours and one-half (½) of the above rate will apply to any additional contact hours in excess of the credit hours.

For new hire lane placement purposes an MA/Equiv. is equal to 54 credit hours taught; an MA plus 60/Equiv. is equal to 108 credit hours taught at Harper.

For lane progression purposes an MA/Equiv. is equal to 54 additional credit hours taught; an MA plus 60/Equiv. is equal to 54 additional credit hours taught at Harper.

9.2 Substitute Pay

An adjunct faculty member covered by this Agreement who substitute teaches shall be paid at ~~twenty-five dollars (\$25)~~ forty dollars (\$40) per fifty (50) minute class period. No person shall be paid extra for teaching two sections at the same hour, nor shall he/she be required to do so.

9.3 Independent Study

An adjunct faculty member shall be eligible for an independent study assignment at the discretion of the Dean. Reimbursement shall be at the rate of ~~thirty~~ forty dollars (~~\$30~~) (\$40) per credit hour generated. An adjunct faculty member may not contract to work with more than four (4) students during any fall or spring semester.

9.4 Non-Instructional Meetings or Duties

An adjunct faculty member is welcome to attend departmental and institutional meetings, professional development activities and other committee meetings, as appropriate. When attendance at such meetings is mandated by the Dean, the adjunct faculty member will be reimbursed at the rate of twenty-five dollars (\$25) for each clock hour of attendance, rounded to the nearest half hour.

An adjunct faculty member approved by the Dean to participate in College registration and/or testing program or who performs other non-teaching duties shall be compensated at the rate of twenty-five dollars (\$25) for each clock hour of work, rounded to the nearest half hour.

9.5 Large Lecture Enrollment

An adjunct faculty member assigned to large lecture instruction will be given additional compensation for the planning and preparation of instructional materials and the coordination of discussion and laboratory co-requisite sections. Compensation will be given for the first section of each unique course prefix and number.

Additional compensation will be given on the following basis:

- 1) lecture sections must have a minimum enrollment of sixty-four (64) and a minimum of two (2) discussions or laboratory co-requisite sections, additional compensation shall be two (2) contact hours.
- 2) lecture sections having no co-requisite sections with a minimum enrollment of sixty-four (64) to a maximum enrollment of ninety (90), and a minimum of two (2) contact hours, additional compensation shall be one (1) contact hour.
- 3) lecture sections having no co-requisite sections with a minimum enrollment of ninety-one (91) and a minimum of two (2) contact hours, additional compensation shall be two (2) contact hours.

9.6 Compensation for Cancelled Classes

The College recognizes that a class contingently assigned but then withdrawn from an adjunct faculty member may be a class for which the adjunct faculty member has prepared. Therefore, if within five (5) calendar days or fewer before the first day of the class an adjunct faculty member's contingently assigned class is cancelled or reassigned and if a replacement assignment is not offered to the adjunct faculty member, the College will pay the adjunct faculty member a fifty dollar (\$50) stipend for the withdrawn class. When the withdrawn class results in the adjunct faculty member not receiving any assignment for the semester, the stipend will be increased to two hundred fifty dollars (\$250).

9.7 Summer Classes

An adjunct faculty member assigned to teach a summer class shall be compensated at the rate of pay received for a class taught during the previous academic semester.

9.8 Tuition Waiver

An adjunct faculty member covered by this Agreement shall be eligible to enroll him or herself in one (1) credit course offered by the College each semester, without tuition charge under the tuition waiver guidelines established by the College. The participation of such adjunct faculty member in any course shall not permit such course to be conducted if it would otherwise be terminated for lack of sufficient paid enrollment.

9.9 State Universities Retirement System

An adjunct faculty member covered by this Agreement shall participate in and be covered by the benefits of the State Universities Retirement System (SURS).

9.10 Tax-Sheltered Annuity

Voluntary employee salary reductions for Internal Revenue Code Section 403(b) tax-sheltered annuities and 457(b) deferred compensation shall be available to adjunct faculty members covered by this Agreement. Contracts shall be arranged individually through the Office of the Vice President of Administrative Services or designee subject to regulation by the College.

9.11 Printing of Agreement

The College shall be responsible for the timely reproduction of this Agreement. Prior to printing this Agreement, both parties shall share proofreading and agree upon the contents. The cost of such reproduction shall be shared equally by the College and the Association.

9.12 Professional Development

Unit eligible adjunct faculty members may submit pre-approved, non-taxable reimbursement requests for professional development activities that occur during fall or spring semesters of the same fiscal year. Professional development activities

must be discipline specific and may include professional travel, workshops, conferences or professional journals. The College will make available fifteen thousand dollars (\$15,000) in year 2006/07 of the contract, twenty thousand dollars (\$20,000) in 2007/08 and 2008/09 and twenty-five thousand dollars (\$25,000) in 2009/10 to unit eligible adjunct faculty members who provide at least three credits of instruction in the semester in which the professional development expense occurred. The request must be recommended by the Dean and pre-approved by the Vice-President, Academic Affairs. A maximum of three hundred and twenty dollars (\$320) may be requested. Unit eligible adjunct faculty members are eligible for one professional development reimbursement per fiscal year.

ARTICLE X

10.1 Savings Clause

In the event that any Article, paragraph, section or sub-section of this Agreement shall be held invalid and unenforceable by the Illinois Educational Labor Relations Board (IELRB) or any court of competent jurisdiction, or by any change in any subsequently enacted federal or state legislation which would prohibit or nullify any section, sub-section or portion of this Agreement, such decision or enactment shall apply only to the specific section, sub-section or portion thereof specified by the IELRB or Court decision, or change in law, and the remaining parts or portions of this Agreement shall remain in full force and effect.

10.2 No Strike

During the term of this Agreement and any extension thereof, neither the Association nor any member of the bargaining unit shall engage in, authorize or instigate any strike or other illegal concerted activity (sympathy strike, work stoppage, or withholding of services) directed against the College.

Harper College is committed to maintaining an environment for its students and employees which is free from violence, aggressions, intimidation, harassment and sexual harassment of any sort from other students and employees as well as outside parties, including visitors to the College, vendors and those having no legitimate purpose to be on the College's campus.

In the event of a labor dispute involving any other labor group, the College shall take appropriate action to provide safe access and egress for adjunct faculty members.

10.3 Entire Agreement

This Agreement constitutes the complete and entire Agreement between the parties. This Agreement supersedes and cancels all prior practices and Agreements, whether written or oral, which conflict with the express terms of this Agreement. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the parties waive the right to negotiate on any issue whether known or unknown and that the understandings and Agreements reached by the parties after the exercise of that right and opportunity are set forth in this Agreement.

The terms and conditions set forth in this Agreement may be altered, changed, added to, deleted from, or modified only through voluntary, mutual consent of the parties in a written amendment to this Agreement.

10.4 Duration of Agreement

This Agreement shall be effective on the date of its execution by both parties or as otherwise specifically indicated in this Agreement and shall remain in full force and effect through 11:59 p.m. on the day prior to adjunct faculty reporting for work for the ~~2006/2007~~ 2010/11 academic year.

Agreed to, signed and entered into this ~~30th~~ 23rd day of ~~August~~ January, 2005~~7~~

BOARD OF TRUSTEES
COMMUNITY COLLEGE
DISTRICT 512
WILLIAM RAINEY HARPER COLLEGE

HARPER COLLEGE ADJUNCT
FACULTY ASSOCIATION,
IEA-NEA

Laurie Stone
Chair

Anna Lewis
HCAFA, Chief Negotiator

Richard Gillette
Secretary

SIDE LETTER TO THE 2006/2010 ADJUNCT FACULTY ASSOCIATION CONTRACT

The evaluation procedures for adjunct faculty have only recently been implemented and reflect the College's commitment to consistent and productive teacher evaluations. It is agreed that additional time is needed to determine its overall effectiveness in providing meaningful and timely feedback necessary for professional improvement.

The College agrees that in the 2008/2009 school year, a committee made up of one adjunct faculty member and the corresponding Dean (or designee) from each of the five teaching divisions may be created if the need for such a committee is expressed by either or both parties to this Agreement. The adjunct faculty representatives will be selected by the Association. The purpose of the committee will be to develop recommendations to improve the classroom observation form. The recommendations (if any) will be presented by the committee to the Vice-President of Academic Affairs for review and consideration.

SIDE LETTER TO THE 2006/2010 ADJUNCT FACULTY ASSOCIATION CONTRACT

In the event the credentials of an adjunct faculty member who was hired before the certification of HCAFA as the sole bargaining agent do not meet departmental credential requirements, as per the Harper College Statement of Faculty Credentials, the Chief Academic Officer, the appropriate Dean, the HCAFA President and the Grievance Officer (review team) will confer with the faculty member and will review the faculty member's credentials.

Where appropriate, the faculty member will be assigned to teach classes that best fit his or her credentials. The review team will consider original application to teach, past performance, academic credentials, and evaluations to determine whether a one-time, non-precedent setting exception may be made on behalf of the specific adjunct faculty member.