

**McHenry County College
Adjunct Faculty Agreement**

Between

Board of Trustees
McHenry County College
Community College District No. 528

And

McHenry County College
Adjunct Faculty Association
IEA-NEA

2018 - 2019

through

2020 – 2021

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AGREEMENT

This AGREEMENT is entered into this 14 day of August, 2018, by and between the BOARD OF TRUSTEES OF MCHENRY COUNTY COLLEGE, DISTRICT No. 528 (hereinafter referred to as the "Board" or the "College") and the MCHENRY COUNTY COLLEGE ADJUNCT FACULTY ASSOCIATION (MCCAFA) an affiliate of the NEA/IEA (hereinafter referred to as the "Association"), and only applies to said parties.

PREAMBLE

WHEREAS, the parties agree to continue to work together harmoniously and to promote and maintain relations between the Board and the Association which will serve the best interests of all concerned, and

WHEREAS, the Board and the Association do hereby agree that the welfare of the student is paramount in the operation of the system and will be promoted by both parties, and

WHEREAS, the Board and the Association have voluntarily endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting relations between the Board and the adjunct faculty insofar as such practices and procedures are appropriate to the obligations of the Board to retain the right effectively to operate McHenry County College and are consonant with the paramount interests of the public and the students of McHenry County College, and

WHEREAS, it is the intention of the parties to this Agreement to provide, where not otherwise provided for the salaries, fringe benefits, and conditions of employment of the adjunct faculty members covered by this Agreement, to prevent interruptions of work and interference with the efficient operation of McHenry County College, and to provide an orderly and prompt method of handling and processing grievances;

NOW, THEREFORE, the parties agree with each other as follows:

ARTICLE I
DEFINITIONS

This Agreement shall incorporate the definitions enumerated below:

- A. **Board** – The terms "Board" or "Board of Trustees" shall mean the Board of Trustees of Public Community College District No. 528 operating as McHenry County College, as established and pursuant to Illinois Compiled Statutes, Chapter 122, and its authorized representatives.
- B. **College** – The term "College" shall mean McHenry County College and its authorized representatives. The terms "Board" and "College" are used interchangeably in this Agreement.
- C. **Adjunct Faculty** – The terms "faculty", "faculty member", or "adjunct faculty member" shall mean those employees specifically included in the bargaining unit as set forth in Article III, Section 3.1 of this Agreement.
- D. **Working Days** – The term "working days" shall include Mondays through Friday on days when credit classes are in session, and administrative offices are open, except where otherwise indicated.
- E. **Calendar Days** – The term "calendar days" shall mean all days, including those when credit classes are not in session.
- F. **Summer Session** – Is considered a part of the academic year and adjunct faculty members who teach in the Summer session will retain all rights under this Agreement, including Paid Sick Leave.
- G. **Academic Year** – Beginning with the Fall semester through Summer session.
- H. **Calendar Year** – January 1 to December 31.
- I. **Credit Hour** – Academic unit awarded to student. Credit hours are determined

according to the Illinois Community College Board’s Administrative Rules and is/was determined when the course was approved.

- J. **Contact Hour** – Hours of classroom and/or online instruction of a course (800 minutes equals one contact hour). Contact hours are determined according to the Illinois Community College Board’s Administrative Rules and is/was determined when the course was approved.
- K. **Contingent Class Assignment** – Classes identified and tentatively assigned prior to a formal Notification of Assignment being issued.

ARTICLE II

TERM 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 until 11:59 p.m. on the day prior to adjunct faculty reporting to work for the 2021-2022 academic year. It shall automatically be renewed from year to year unless either party shall notify the other in writing at least ninety (90) days prior to the end of the contract.

ARTICLE III

RECOGNITION AND REPRESENTATION

Section 3.1 Recognition

The Board of Trustees of McHenry County College, Illinois Community College District 528 (hereinafter the “Board”) or its agents, hereby recognize the McHenry County College Adjunct Faculty Association, IEA-NEA, (hereinafter referred to as the “Adjunct Faculty Association”), as the exclusive and sole collective bargaining representative for adjunct faculty currently employed at McHenry County College as follows:

Included: All adjunct faculty who have completely taught a minimum of three (3) credit hours of instruction in a single semester in any combination of MCC course(s) classified through the Illinois Community College Board (ICCB) Program Classification System (PCS code) as 1.1, 1.2, 1.4, 1.5, 1.6, 1.7, 1.8, 1.9. Bargaining unit eligibility shall commence at the beginning of the academic semester following the semester in which the adjunct faculty member taught a minimum of three (3) credit hours.

Excluded: All adjunct faculty members who do not meet the bargaining unit eligibility criteria set forth above, all supervisors, managers, officers, part-time, short-term and confidential employees, as defined in the Illinois Educational Labor Relations Act.

Section 3.2 Loss of Unit Status

A. Involuntary Inactive Status – Adjunct faculty members who are eligible for inclusion in the bargaining unit, but who subsequently fail to teach, because no courses are available for them to teach, shall be in an inactive status for two (2) consecutive academic years. No change in seniority or step will occur during this inactive status. Adjunct faculty members who are on involuntary inactive status after two (2) consecutive academic years will lose unit and seniority status.

B. Voluntary Inactive Status – Adjunct faculty members who choose not to teach should notify the appropriate administrative supervisor at the beginning of the preceding academic semester. No change in seniority or step will occur during this inactive status. Adjunct faculty members who are on voluntary inactive status after two (2) consecutive academic years will lose unit and seniority status and all applicable benefits. Adjunct faculty members who are on voluntary inactive status after two (2) consecutive academic years will lose unit status and all applicable benefits. Accrued Tuition Waivers can be maintained and used for up to two (2) calendar years after the adjunct faculty member is placed into Voluntary Inactive Status, so long as the adjunct faculty member notifies the Office of Human Resources in writing at the beginning of the preceding academic semester prior to going on Voluntary Inactive Status.

- C. **Re-eligibility** – Any adjunct faculty member who is removed from the bargaining unit in accordance with Sections 3.2A and 3.2B must meet eligibility criteria set forth in Section 3.1 to regain unit status.

Section 3.3 Tri-Annual Unit Listing

- A. The College will tri-annually provide the Association, during the tenth week of the Fall and Spring semesters, and the fifth week of the Summer semester with a listing of all adjunct faculty members who do and will meet the eligibility criteria set forth in Sections 3.1 and 3.2 for the next regular academic semester. The list shall contain the names, postal addresses, position titles, and MCC email address of each eligible adjunct faculty member. The list shall also contain the status of New, Member, or Terminated for each adjunct.
- B. Each list shall be used for staffing decisions related to the matching semester in the following academic year.

Section 3.4 Duty of Fair Representation

The Association agrees to fulfill its duty to fairly represent all employees in the bargaining unit regardless of Association membership. The Association further agrees to indemnify and hold harmless the Board from any and all liability, including monetary damages, resulting from any failure on the part of the Association to fulfill its duty of fair representation.

Section 3.5 Meeting with Other Faculty Organizations

The Board agrees not to negotiate with any adjunct faculty employee organization other than the Adjunct Association for the duration of this Agreement. Further, the Board agrees not to negotiate with any adjunct faculty union member individually during the duration of the Agreement on items covered by this Agreement.

ARTICLE IV

BOARD RIGHTS

Except as otherwise expressly provided by the terms of this Agreement, the College reserves and retains full rights, authority, and discretion in the proper discharge of its duties and responsibilities, including but not limited to, the right to control, supervise, evaluate, discipline, and manage the College and its personnel including the adjunct faculty; to determine and administer educational policy; to operate the College and direct the adjunct faculty; and otherwise retain all rights, authority, and discretion which are exclusively invested in the College's Board of Trustees or the College's President under governing federal and state law, ordinance, rules, and regulations, as well as the policies of the Board of Trustees, and applicable common law. The parties agree that the College is not required to bargain over matters of inherent managerial authority, including, but not limited to, matters related to curriculum, budget, organizational structure, and selection of employees.

ARTICLE V

STATUS AND EFFECT OF THE AGREEMENT

Section 5.1 Ratification and Amendment

This Agreement shall become effective when ratified by the Board and Association membership and signed by authorized representatives thereof.

Section 5.2 Contract Controlling

No agreement, understanding, consideration or interpretation which alters, waives or modifies any of the terms or conditions contained herein shall be made with any adjunct faculty member by the Board or any of its agents or representatives, unless it has been made and agreed to in writing by the Board and the Association. Any such agreement shall not constitute a precedent in the future enforcement of any of the terms contained herein.

ARTICLE VI

RESPONSIBILITIES AND RIGHTS

Section 6.1 Academic Freedom

Institutions of higher education are conducted for the common good and not to further the interest of either the individual adjunct faculty member or the particular institution. The common good depends upon the free search for truth and its free exposition.

Academic freedom is essential to these purposes and 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.

- A. Adjunct faculty members are entitled to academic freedom in the classroom in discussing their subject, but they are responsible not to introduce into their teaching controversial matter which has no relation to their subject and to present controversial material in a fair and reasonable manner.
- B. Course content and instructional material must be consistent with purpose and objectives of the course as adopted by the College through its collaborative process and approved by the Illinois Community College Board (ICCB). Adjunct faculty members have the latitude to determine appropriate methods for teaching course content. However, the methods utilized to teach course content should be appropriate for the subject matter being taught and subject to applicable College policies and procedures. The College shall observe due process in investigating any allegations of abuse of academic freedom by adjunct faculty members. [See Section 11.2]
- C. Adjunct faculty members are citizens, members of a learned profession, and members of an educational institution. When they speak or write as citizens, they should be free from institutional censorship or discipline, but their special position in the community imposes special obligations. They should remember

that the public may judge their profession and their institution by their communication. Hence, adjunct faculty members should at all times endeavor to be accurate, to exercise appropriate restraint, and to show respect for the opinions of others; and should make every reasonable effort to indicate that they are not speaking for the institution. An adjunct faculty member who, when speaking or writing as a citizen, has not expressly claimed or acknowledged any connection with the College shall be considered to have made such a “reasonable effort.”

- D. Adjunct faculty members are entitled to academic freedom in research and in the publication of results, subject to the adequate performance of their other academic duties. [See Section 6.10 regarding research and publication for monetary return.]

Section 6.2 Good Faith

- A. “Good Faith” is defined as the mutual responsibility of the Board and the Association to meet at a reasonable time, to deal with each other openly and fairly, and sincerely to endeavor to reach agreement with respect to all items as identified in the agreed upon substantive portion of this document.
- B. The Association subscribes to a code of ethics and agrees to assist the Board and the administration on matters pertaining to professional conduct when requested.
- C. Both parties agree that the provisions of this Agreement shall not be applied in a manner that is arbitrary, capricious, or discriminatory.
- D. Both parties agree that it is their mutual responsibility to confer upon their respective representatives the necessary power and authority to make proposals, consider proposals, make counter-proposals in the course of negotiations, and to reach tentative agreements which shall be presented respectively to the Board and Association for ratification.

Section 6.3 Dues Check-off

Upon receipt of a properly executed dues deduction form by an adjunct faculty member, delivered via hard copy or electronic format by the adjunct faculty or the Association, the Payroll Office shall regularly deduct the appropriate monies from such employee's paycheck in conformity with the Payroll Office's regular and ordinary payroll procedures. The specific amount of the dues deduction shall be communicated to the College's Chief Financial Officer via electronic mail by the Association's Treasurer by as close as practical to September 1st for the current academic year. The Association shall hold the Board harmless for all such deductions completed pursuant to the dues authorization form. Such authorization shall remain in effect until modified or withdrawn by an adjunct faculty member. In the absence of such authorization, fair share fees shall be deducted as provided for in Section 6.4.

Section 6.4 Fair Share

- A.** It is recognized that the Association's duties as the sole and exclusive bargaining agent entail expenses for collective bargaining and Contract administration which appropriately are shared by all faculty members who are beneficiaries of said Agreement. To this end, if a faculty member does not join the Association, such faculty member will:
1. Execute an authorization for the deduction of a sum equivalent to the proportionate share of the cost of the services rendered by the Association in the same manner as provided in Section 6.3; or
 2. Pay directly to the Association a like sum.
- B.** In the event such an authorization is not signed or such payment is not made within thirty (30) working days following the commencement of employment of the faculty member or the effective date of this Agreement, whichever is later, the Board shall deduct such amount in equal payments from the regular salary check of the faculty member in the same manner as provided in Section 6.3.

- C. The Association, the Illinois Education Association and the National Education Association agree to defend, indemnify, and save the Board harmless against any claims, demand, suit, or other form of liability which may arise by reason of any action taken by the Board in complying with the provisions of this Section, but not with respect to any claim, demand, suit or other form of liability which may arise as a result of the Board's failure to comply with the obligations imposed upon it by this Section.
- D. The Association shall annually certify to the Board the amount constituting each non-member employee's share, which amount shall include only such expenses expended for collective bargaining and contract administration. Such certification shall be made in writing by the Association's Treasurer and submitted to the business office as close as practicable to September 1st of each year.
- E. In the event a faculty member objects to the amount of such fee, the Association shall place the objecting faculty member's fees in a blind escrow or blind trust pending final determination on the appropriateness of the fee imposed. Such determination shall be made only after a full hearing before the Illinois Educational Labor Relations Board (IELRB) or any impartial fact-finder appointed by the IELRB. If the faculty member is entitled to a refund, the faculty member shall receive such refund plus any interest earned on the refund during pendency of the action.

Section 6.5 Distribution of Contract

Within thirty (30) working days following ratification and execution of this Agreement by both parties, or as soon thereafter as practicable, the Board will provide three (3) signed copies of the Agreement to the Association President and will also post a copy of the Agreement on the College's website.

Section 6.6 College Services and Facilities

- A. In accordance with applicable Board policy, the Association shall have reasonable use of College office services, to include duplicating, printing, and electronic communication privileges for the conduct of Association business. The Association agrees to pay the standard rates for the duplicating and printing services and supplies used. Use of such services and facilities shall be scheduled and prioritized by the appropriate administrative officers.
- B. The Board agrees that space for a bulletin board, to be purchased by the Association, shall be provided for the exclusive use of the Association for posting notices of activities and other matters of Association concern, provided such posting shall not include any item attacking the character, integrity, or ability of any member of the Board of Trustees or any of its agents or employees.
- C. The Board agrees to provide the Association reasonable access to conference space for the conduct of normal Association business. The Board shall allow the Adjunct Faculty Association President ordinary use of non-dedicated office space and equipment for the conduct of Association business.
- D. The rights granted to the Association under this Section 6.6 shall not be provided to any other labor organization competing with the Adjunct Faculty Association.

Section 6.7 Policies and Faculty Resource Guide

- A. **Board Policy** The Board will post the Board Policies on the College's website.
- B. **Faculty Resource Guide** The Board will post a copy of the Faculty Resource Guide on the College's intranet.

Section 6.8 Board Agenda

The Association may request to be placed on the agenda of a regular Board meeting in accordance with the Board's Policy Manual and procedures contained therein.

Section 6.9 Personnel File

- A. There shall be only one official personnel file, but nothing herein shall preclude retention of duplicate information in other files.
- B. An adjunct faculty member shall have the right, upon request, to review the contents of her/his own personnel file during normal business hours. A representative(s) of the Association may be requested to accompany the adjunct faculty member to such review. Confidential credentials (and related personal references) normally obtained prior to the time of employment are specifically exempted from such review and shall be removed prior to the review of the personnel file.
- C. Any material that is added to the personnel file shall be done so in a timely manner. An adjunct faculty member shall have the right, upon request, to be given a copy of material added to the file within five (5) business days from the date of the request.
- D. An adjunct faculty member shall have the right to place a response to any material placed in the personnel file, and that response shall be made part of said file if submitted within thirty (30) business days of receipt of notification.
- E. After six (6) consecutive semesters, an adjunct faculty member may request from the Office of Human Resources, to have any progressive discipline removed from the personnel file if no other related infractions have occurred since the initial progressive discipline was received.

Section 6.10 Patent and Copyrights

Adjunct faculty members, as members of academia, may engage in research and other activities that may result in the creation of devices, books, programs, or other works in which the adjunct faculty member may obtain intellectual property rights leading to a market and profit to be obtained, as long as such does not interfere with his/her assigned duties. Use of the College equipment, materials and resources for this purpose must be

approved in advance by the Chief Academic Officer.

If an adjunct faculty member creates an original work using his/her own resources, the College shall not be entitled to any royalties or proceeds from the work.

A "work-for-hire" is a work commissioned by the College for its use through a special project with an adjunct faculty member. Commissioned work might include, but is not limited to, instructional text and computer programs. The College will be the sole owner of the work, and the work will not be available for use without the College's prior express written permission.

Section 6.11 Non-Discrimination

Neither the Board nor the Union shall discriminate against any employee as per Board Policy. The Union agrees that the Board may take any action necessary to comply with the Americans with Disabilities Act.

McHenry County College declares and reaffirms a policy of equal opportunity and non-discrimination. The College will make all decisions regarding: admission, employment, participation in educational programs, or activities, without discrimination on grounds of race, color, creed or religion, sex, national origin, age, physical or mental disabilities, sexual orientation, veteran status, or other factors. MCC is committed to diversity and inclusion in its college community.

ARTICLE VII

NEGOTIATION PROCEDURES

Section 7.1 Selection and Composition of Negotiating Teams

The Board and the Association shall each select representatives to act on their behalf in negotiations.

Section 7.2 Commencement of Negotiations

The parties agree to commence negotiations for a successor agreement no earlier than two (2) weeks before September 1st and no later than two (2) weeks after September 1st during the last academic year of the Agreement.

Section 7.3 Agreement and Ratification

When the Association and Board representatives reach tentative agreement on all matters being negotiated, the items will be reduced to writing and shall be submitted to the membership of the Association for ratification and to the Board for official approval at the next regularly scheduled meeting of the Board of Trustees for which the agenda deadline has not passed.

ARTICLE VIII

GRIEVANCE PROCEDURE

Section 8.1 Definitions

- A. Any written claim by an adjunct faculty member, or members, of the Association that there has been a violation, misapplication, or misinterpretation of the provisions of this Agreement shall be a grievance.
- B. Time limits during the academic year shall be Mondays through Fridays (working days) except holidays, designated in the Academic Calendar, and other officially declared school closings. In cases which occur/extend outside the regular academic year or the Summer session, time limits for grievance purposes shall be suspended until the first full regular instructional day of the next academic semester or Summer session. Time limits during Summer sessions shall be Mondays through Fridays unless a four (4) day week is officially adopted by the College. If a four-day week is adopted, the time limits shall be Mondays through Thursdays during the Summer.

Section 8.2 Right to Association Representation

- A. Association representatives (one of whom may be a non-faculty member) shall have the right to be present at any meeting, hearing, appeal, or other proceeding relating to a grievance that has been formally presented. Nothing contained herein shall be construed as limiting the right of an adjunct faculty member having a grievance to discuss the matter informally with his/her supervisor and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.

- B. The Board acknowledges the right of the Association's grievance representative to participate in the processing of a grievance commencing at Section 8.4A (Step One). However, any individual employee or a group of employees may at any time present grievances to their employer and have them adjusted without the intervention of the bargaining representative as long as the adjustment is not inconsistent with the terms of the collective bargaining agreement, provided that the bargaining representative has been given an opportunity to be present at such adjustment. (115 ILCS 5/3(b)) Individual adjustments will be memorialized in writing and will be signed by the appropriate representative of the Board and adjunct(s). A copy of the resolution will be provided to the Association.

Section 8.3 Pre-Grievance Procedure (Informal Resolution)

The parties hereto acknowledge that it is usually most desirable for adjunct faculty members and the appropriate administrator to resolve problems through free and informal communications. When requested by the adjunct faculty member(s), an Association representative may accompany the adjunct faculty member(s) to assist in the informal resolution of the grievance. If, however, such informal processes fail to satisfy the adjunct faculty member(s) or the Association, a grievance shall be processed as follows:

Section 8.4 Formal Grievance Procedure

- A. **Step One** – If a complaint is not resolved through an informal resolution procedure, the grievant or the Association may present a formal grievance in writing stating specifically what section(s) of the contract has been violated to the appropriate, immediately involved administrator who will arrange for a meeting to take place within ten (10) working days after receipt of the grievance. Such written grievance shall be submitted not later than fifteen (15) working days after the occurrence of the events giving rise to the grievance or fifteen (15) working days from the date by which the affected faculty member(s) and/or the Association knew or should have known of such occurrence. The Association representative, the grievant and the immediately involved administrator or designee shall be present at the meeting. The immediately involved administrator or designee shall provide the grievant and the Association with a written answer with reason(s) to the grievance within ten (10) working days after the meeting.
- B. **Step Two** – If the grievance is not resolved at Step One, then the grievant or the Association shall refer the grievance to the Chief Academic Officer or her/his official designee within seven (7) working days after the receipt of the Step One answer or within seven (7) working days after the Step One meeting, whichever is later. The Chief Academic Officer or designee shall arrange for a meeting with the grievant and the representative(s) of the Association's grievance committee to take place within ten (10) working days of her/his receipt of the Step Two filing. A written response, including reason(s) shall be provided to the grievant within ten (10) working days after the meeting.

If the grievance arises from a decision by the Chief Academic Officer, the grievance may be initiated at Step Two, provided such is filed no later than the time limits prescribed in Step One.

- C. **Step Three – Arbitration** – If the Association is not satisfied with the decision at Step Two, the Association may refer the grievance to arbitration within twenty (20) working days after the decision is provided at Step Two.
1. The parties shall attempt to agree upon an arbitrator within seven (7) working days after receipt of the notice of referral. In the event the parties are unable to agree upon an arbitrator within said seven (7) working day period, the parties shall immediately jointly request the Federal Mediation Conciliatory Services (FMCS) to submit a panel(s) of arbitrators, and to otherwise administer the arbitration proceedings under the American Arbitration Association (AAA) rules.
 2. More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing. In the event of multiple grievances submitted to arbitration either party may request that the arbitrator consolidate the grievances for arbitration if the grievances are related and consolidation does not prejudice either party.
 3. The fees and expenses of the arbitrator and the cost of a written transcript (if a transcript is jointly requested) shall be shared equally by the parties involved in the arbitration. Each party shall be responsible for compensating its own representatives or witnesses.

Section 8.5 Grievances arising from a decision made by the College President or Board of Trustees

In the event the grievance concerns a decision made or action taken by either the President or the Board of Trustees, the parties may mutually agree to a modified grievance proceeding whereby the grievance is moved to Step Two and Step Two is modified by having the grievance referred to the President of the College. In such event, the same timelines for appeal and the issuance of the College's grievance response shall be retained.

Section 8.6 Limitations on Authority of Arbitrator

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator's ruling in any grievance shall not violate the relevant decisions of federal and state courts, the appropriate decisions of federal and state regulatory agencies, and applicable federal and state laws. The arbitrator shall have no authority to make a recommendation on any issue not so submitted or raised. The arbitrator's award shall be final and binding. However, neither party waives its right to administrative and/or judicial review of any arbitration ruling or award which, it feels has violated the limitations of this Article VIII.

Section 8.7 No Reprisals

- A. No reprisals of any kind shall be taken by the Board, its designee (agent), or the bargaining unit member Association against any individual because of his/her participation in this grievance procedure.
- B. All records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

Section 8.8 Scheduling of Grievance Meetings

Should the investigation or processing of any grievance require that an adjunct faculty member or an Association representative be released from her/his regular assignment, she/he shall be released without loss of pay or benefits, provided that every reasonable attempt has been made by the parties involved to schedule grievance-related meetings during times which do not conflict with her/his regular assignment.

Section 8.9 Cooperation and Withdrawal Without Establishing Precedent

- A. The College and the Association shall cooperate in the investigation of any grievance, and further, all parties shall be furnished with such information requested for the fair and proper processing of any grievance.

- B. A grievance may be withdrawn at any level without establishing precedent.

ARTICLE IX

WORKLOAD/CLASS ASSIGNMENT

Section 9.1 Workload

Adjunct faculty members may work up to the maximum number of hours per week allowed by law for part-time employees. The College will determine the workload (number of contact hours) of individual adjunct faculty members and notify the adjunct faculty member via a written Notification of Assignment, following Section 10.1 Seniority.

Section 9.2 Preference Request/Class Assignment

- A. The College will request that adjunct faculty members submit a written contingent assignment preference to identify the days and times the adjunct faculty member is available and/or would prefer to teach prior to publishing the course schedule for the subsequent term. Adjunct faculty members may be offered a contingent assignment without a written contingent assignment preference. The College will attempt to honor such requests when practicable. The College will not consider a contingent assignment preference request as an exclusive request unless otherwise specifically stated by the adjunct faculty member.
- B. In attempting to honor contingent assignment requests made in accordance with Section 9.2(A), the College will give preference based on seniority status (as defined in Section 10.1 - Seniority) to adjunct faculty members in the bargaining unit over adjunct faculty members who are not in the bargaining unit. Nothing in this Article shall limit the College's ability to determine and set class schedules.
- C. Contingent Assignments, based on availability, and the permissible adjunct faculty load will be made as follows, as defined in Section 10.1 - Seniority:

- a. Seniority Level I, II, and III Adjunct Faculty will be offered one (1) course.
- b. Level III Adjunct Faculty will be offered a second class.
- c. Level III Adjunct Faculty will be offered a third class.
- d. Level II Adjunct Faculty will be offered a second class.
- e. Further classes will be offered at the discretion of the Dean, including non-unit and unit adjunct faculty members.
- f. Deans will make their best effort to meet the requests of unit adjunct faculty.
- g. In rare instances, upon agreement between the Association and the Board, pedagogical or operational needs will supersede class preference/class assignments and this section will not apply.

D. If a contingent assignment is withdrawn, the following will apply:

- a. Level III Adjunct Faculty will be offered an appropriate class taught by a non-unit, Level I or Level II Adjunct Faculty.
- b. Level II Adjunct Faculty will be offered an appropriate class taught by a non-unit or Level I Adjunct Faculty.
- c. Adjunct faculty will have two (2) working days to respond to the new offer and the College will make multiple attempts to contact the adjunct faculty member.
- d. In the rare case where a contingent assignment must be made within 96 hours of the start of the class, items a through c above will not apply.

E. Once the adjunct faculty member has received the Notification of Assignment, the adjunct faculty member will not be bumped to fill a full-time faculty member's overload.

Section 9.3 Office Hours and Space

- A.** Adjunct faculty members shall make themselves available for student conferences either before or after class, and by College email or special appointment as necessary. They shall inform students of when they are routinely available and how best to contact them on their course syllabi.

- B.** The College will provide shared office space designated for use by adjunct faculty members to the extent that such space is available. Adjunct faculty members should work through their immediate administrative supervisor to make such office space arrangements and to ensure needed office equipment and software are available for their use on campus.

Section 9.4 Double Sections

- A.** In scheduling students, the College will strive to maintain a “normal class size.” For purposes of this agreement, “normal class size” is defined in a list mutually agreed upon by the Adjunct Association and the College. The list is maintained in the Chief Academic Officer’s office.

- B.** Where the College designates a class to have the capacity of two (2) times the normal class size, the College will provide additional compensation to adjuncts assigned to the class in accordance with the following terms:
 - 1.** If first day enrollment in a class (which has been designated by the College to have twice the normal capacity) is twelve (12) students or more in excess of the normal class size, the adjunct will receive \$1,150 additional compensation, provided the adjunct teaches through the end of the semester.

 - 2.** If first day enrollment in a class (which has been designated by the College to have twice the normal capacity) is one to eleven (1 to 11) students in excess of the normal class size, the adjunct will be compensated at a rate of \$87 per

additional student beyond the normal class size up to eleven (11) students, provided the adjunct teaches through the end of the semester.

3. Adjunct members eligible for additional compensation under this paragraph shall not receive any additional compensation for any additional students beyond what is prescribed in this paragraph. Adjuncts will be limited to teaching only one (1) class per semester which class size is set at twice the normal capacity.
- C. Because Section 9.1 of the current Adjunct Agreement addresses maximum workload, additional compensation provided under this Agreement will not contribute to workload, and will be paid during the semester in which the large class is taught.
 - D. This Agreement will be administered consistent with Section 9.2 of the current Adjunct Agreement concerning class assignment preferences.

Section 9.5 Shared Governance

Adjunct faculty members will have representation within the shared governance model of the College. Annually, the College and the Association will mutually agree to representation and compensation, if any, through a Special Notification of Assignment.

ARTICLE X

SENIORITY

Section 10.1 Seniority

- A. Seniority shall mean the length of employment as determined by the number of semesters taught with a minimum annual evaluation rating of satisfactory as an adjunct faculty of the College. Summer teaching will contribute to the total number of semesters taught, but will not be needed to meet the “consecutive” part of the

requirement. Seniority may be used to determine contingent class assignments for courses that an adjunct faculty member has taught within the past five (5) years.

B. Seniority Status – Levels

Seniority status will be determined following the five (5) categories outlined below: The Board grants Seniority Status to adjunct faculty unit members who have fulfilled the following requirements:

1. Non-Unit/Non-Seniority – Newly employed adjunct faculty who have not met unit eligibility.
2. Unit Non-Seniority Status– Adjunct faculty who have not met Seniority Status Level I.
3. Seniority Status Level I Adjunct Faculty - Adjunct faculty who have taught at least three (3) contact hours for three (3) consecutive semesters with evaluation ratings of satisfactory or better.
4. Seniority Status Level II Adjunct Faculty - Adjunct faculty who have taught at least three (3) contact hours for eight (8) consecutive semesters with an annual evaluation rating of satisfactory or better.
5. Seniority Status Level III Adjunct Faculty - Adjunct faculty who have taught at least three (3) contact hours for twenty (20) consecutive semesters with an annual evaluation rating of satisfactory or better.

C. Seniority status begins the Fall semester following completion of the teaching and annual evaluation requirements.

D. An adjunct faculty who falls below satisfactory on two (2) or more evaluations will lose their Level II or Level III status. In the event of a poor observation that may affect the satisfactory rating on the overall evaluation for a Level II or Level III status, the adjunct faculty may request a second observation. The request must be made in writing no later than five (5) working days from the date the observation report was

received by the adjunct faculty and the request must be made to the adjunct faculty's immediate supervisor.

ARTICLE XI

EVALUATION AND DISCIPLINE

Section 11.1 Evaluation System

The College will implement a teacher evaluation process for unit adjunct faculty members that supports professional growth towards the goal of excellence in teaching and learning.

- A. Adjunct faculty unit members will be formally evaluated according to posted procedures, including a follow-up interview, at least once every two (2) years in online and/or classroom methods of instruction as applicable. The College reserves the right to evaluate a unit adjunct faculty member at any time with appropriate notice, and adjuncts may request a formal evaluation at any time.

- B. Informal evaluations involving classroom and/or online observation for brief periods will be made frequently, and appropriate notice will be given unless the adjunct waives such notice. The evaluator's comments and/or suggestions will be provided to the adjunct by email soon after each visit, and further dialogue with the evaluator will be encouraged.

The parties agree that as a part of this evaluation system, the adjunct faculty member shall have the right to rebut in writing applicable evaluation reports regardless of whether such evaluation reports are made a part of the adjunct faculty member's personnel file.

Section 11.2 Discipline of Adjunct Faculty Members

- A. Information forming the basis of disciplinary action shall be made available to the adjunct faculty members and the Association subject to applicable privacy right limitation. The College will meet with the adjunct faculty member before rendering a disciplinary decision. An adjunct faculty member may request to have an Association representative present at a disciplinary meeting or an investigatory meeting which

the adjunct faculty member reasonably believes could lead to discipline.

- B. Progressive discipline principles will be followed in addressing misconduct, including use of oral reprimand, written reprimand, suspension and termination. At the discretion of the College, the College may bypass any or all progressive discipline levels in the event of an egregious offense (such as an act that could lead to criminal charges or endangers self or others). This provision is not intended to be a waiver of any statutory rights. No adjunct faculty member will be disciplined without just cause.

ARTICLE XII

COMPENSATION

Section 12.1 Salary

The index matrix of the adjunct faculty salary schedule, together with implementing language thereof, is included as Appendix A of this Agreement.

Section 12.2 Substitute Pay

An adjunct faculty member who substitute teaches shall be compensated as identified in Appendix A, section II.

Any adjunct who substitute teaches more than one-quarter (1/4) of a double section course shall receive a proportional amount of the Double Sections (Section 9.4) compensation due that adjunct for teaching the double section course, and payable at the end of the course.

Section 12.3 Independent Study and Individualized Classes

An adjunct faculty member shall be eligible for an independent study assignment or individualized classes at the discretion of their immediate administrative supervisor. For both independent study and individualized classes, compensation shall be at the rate of one-twelfth (1/12) of the adjunct faculty member's course rate (rate per contact hour times the

number of contact hours in that course) times the number of students enrolled in the independent study or individualized class on the tenth business day after the start of the course and adjusted at the mid-term of the semester to account for enrollment changes. Applied lessons compensation shall be at the rate per student defined in Appendix A. Applied lessons compensation shall be calculated on the tenth business day after the start of the course and adjusted at the mid-term of the semester to account for enrollment changes.

Section 12.4 Special Projects

Adjunct faculty members who accept a Notice of Assignment to perform a special project shall be compensated at the amount specified in a signed document approved by the Chief Academic Officer before the commencement of the special project. On standing or recurring special projects, the Association and Board will mutually agree upon a compensation amount.

Section 12.5 Summer Classes

An adjunct faculty member assigned to teach a summer class shall be compensated at the rate of pay applicable to the previous academic semester unless a higher rate of pay has been specifically authorized by the Board for that summer class.

Section 12.6 Professional Development

Adjunct faculty members may submit reimbursement requests for pre-approved professional development activities taken in accordance with an approved professional development plan. Reimbursement will be processed in a timely manner, in incremental amounts, up to a total of \$250 per academic year with no carryover of any unused money from one academic year to the next.

In addition to the individual Professional Development activities, adjunct faculty members may request additional professional development funding from the Chief Academic Officer. The Chief Academic Officer will maintain a fund of \$25,000 per academic year, within

budgetary constraints, for the purposes of additional professional development opportunities for adjunct faculty members.

Section 12.7 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 in accordance with current college policy for full-time faculty and in accordance with plan documents and applicable vendor agreements.

Section 12.8 Tuition Waiver

All adjunct faculty are eligible to receive a tuition waiver of two (2) credit hours of McHenry County College courses for each semester of teaching credit classes at the College. These hours may be used by the adjunct faculty member or by their spouse, dependent children, or those grandchildren for whom the adjunct faculty member is the legal guardian.

Approval for courses must be obtained from the Office of Human Resources before registration by using the application for tuition waiver form. Proof of identity and dependent status will be required for spouse, dependent children, or those grandchildren for which the adjunct faculty member is the legal guardian.

These credits continue to accumulate and are available for use as long as unit eligibility is maintained.

Section 12.9 Class Preparation Compensation

A stipend of one quarter (1/4) of an adjunct faculty member's contact hour salary shall be paid to any adjunct whose assigned course section is cancelled within seven (7) calendar days of the first class meeting

Before the meeting of the first class, the College has the sole discretion to change the class to individualized instruction. In such circumstances, no Class Preparation Compensation will be available. The College will make a good faith effort to offer the course in an individualized instruction mode when scheduling and pedagogical needs allow.

Section 12.10 Vacancies

In the event of an opening of a full-time faculty position, qualified unit adjuncts will be granted an initial interview so long as they submit a completed application within the initial ten (10) working days of the posting, meet the minimum qualification requirements, and are not on disciplinary action.

Section 12.11 Release Time

The Board shall grant release time in the amount of up to five (5) days total per calendar year. Release time shall be for the purpose of Association leaders' attendance at the executive council meetings, professional development, conferences or conventions of the Association's local, state or national affiliates. Release time shall be taken on scheduled days of the intended conference, meeting, class or convention. Such release time shall be used as full days. The individuals using release time shall give advance notice of the use of such leave to the appropriate Dean two (2) weeks prior to the absence. The adjunct faculty Association agrees to reimburse the College for each of the release time days utilized at the rate of \$150 per missed class period.

ARTICLE XIII

ALLOWANCE FOR EMPLOYEE ABSENCE

Section 13.1 Paid Sick Leave

- A. During a semester in which an adjunct faculty member is under assignment, each adjunct faculty member shall be granted two (2) calendar days of paid sick leave.

- B. In addition to section 13.1A., each adjunct faculty under assignment for nine (9) to 11.99 contact hours in a semester shall be granted an additional one (1) calendar day of paid sick leave. Each adjunct faculty under assignment for twelve (12) or more contact hours in a semester shall be granted an additional two (2) calendar days of paid sick leave.
- C. Sick leave may be used in half day increments.
- D. Accrued sick leave may be used on any day in which an adjunct faculty member is scheduled to teach.
- E. Adjunct faculty will use every effort to notify the College at least four (4) hours prior to the use of paid sick leave.
- F. Sick leave will accumulate if unused in the semester earned. The maximum accumulation shall be 180 days.
- G. Sick leave will be reported to SURS during a termination of employment event.

In extraordinary circumstances, such as serious illness or death of a family member where the adjunct faculty must miss work and doesn't have any accrued paid sick time available, and with the approval of the Office of Human Resources, up to two (2) sick days may be donated by any individual adjunct faculty to the individual needing time away, to a maximum of twenty (20) donated sick days. Any days not utilized by the recipient adjunct faculty member will be forfeited.

Section 13.2 Jury Duty

An adjunct faculty member called for jury duty shall be granted special leave with pay to fulfill such duty. Payment received by the employee from the Courts shall be given to the College.

Section 13.3 Emergency Leave Without Pay

An adjunct faculty member shall be granted emergency leave without pay during any given semester for a period up to the duration of that semester, provided the appropriate immediate administrative supervisor has been notified of the circumstances making such leave necessary. No loss of bargaining unit status shall result from this leave, and Section 3.2(b) Voluntary Inactive Status will apply to any further leave required by the adjunct. An adjunct faculty member may receive an emergency leave once every two (2) years.

Section 13.4 Bereavement Policy

Adjunct faculty members shall be allowed four (4) days of paid leave to be taken within one (1) calendar week for the death of a member's immediate family as set forth below:

- A. The term "immediate family" shall mean the adjunct faculty member's spouse, domestic partner, child, daughter/son-in-law, parent, parent-in-law, brother, sister, grandparent, grandchild, or a legal guardian who has raised the adjunct faculty member. In addition, each adjunct faculty member may take one (1) bereavement leave for a person not on the above list. Additional leaves for persons not on the list shall be subject to the approval of the President of the College and shall not set a precedent.
- B. Bereavement days cannot be taken in increments of less than a full calendar day.
- C. Such bereavement leave shall not accumulate and shall not carry over.
- D. Leave shall be granted provided the appropriate administrative supervisor has been notified.

ARTICLE XIV

ENTIRE AGREEMENT

This Agreement, upon ratification, supersedes all prior agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for this term.

Nothing herein shall be construed as precluding the parties, by mutual agreement, to add to, delete or alter this Agreement during the term of this Agreement, provided that such changes are made in a written agreement and executed by appropriate representatives of the College and the Association.

ARTICLE XV

SAVINGS CLAUSE

If any provision of this Agreement is or shall at any time be contrary to or unauthorized by law, then such provision shall not be applicable or performed or enforced, except to the extent permitted or authorized by law; provided that in such event all other provisions of this Agreement shall continue in effect.

ARTICLE XVI

AMNESTY PROVISION

The College hereby agrees that it will not initiate, authorize, commence, or participate in any reprisals or recriminations against any employees of the College as a result of such employees' participation in or support of the collective bargaining process and/or job action, or in any event or activity resulting from their participation in or support of the collective bargaining process and/or job action.

The College further agrees that it will not discriminate in regard to hiring, discipline, discharge, promotion, demotion, or assignment; or in regard to salary, hours, seniority, or working conditions of any employee having participated in or supported said collective bargaining and/or job action.

ARTICLE XVII

NO STRIKE CLAUSE

During the term of this Agreement, no faculty member covered by this Agreement, nor the

Association, nor any person acting on behalf of the Association, shall ever or at any time engages in, authorize, or instigate any strike, slow-down, or other refusal to render full and complete services to the Board. In the event of any violation or violations of any provision of this Article by the Association, its members or representatives, or by any faculty member, the Association shall, upon notice from the Board, immediately direct such faculty members, both orally and in writing, to resume normal operations immediately and make every other reasonable effort to end any violation(s).

**For the McHenry County College
Adjunct Faculty Association**

Karon Shuan

Signature

President

Title

8/9/2018

Date

**For the Board of Trustees of
McHenry County College, District No. 528**

Cheryl Riddell

Signature

Chair

Title

8/14/18

Date

APPENDIX A

ADJUNCT FACULTY SALARY SCHEDULE INDEX MATRIX

- I. The following tables represents the instructional per contact hour rate for the academic years 2018-2019, 2019-2020, and 2020-2021.

MCC Semesters Taught	Lane I	Lane II	Lane III
	Less than a Master's Degree	Master's Degree	Doctorate*
0-5	1.00	1.07	1.11
6-12	1.05	1.12	1.16
13-19	1.13	1.18	1.21
20-29	1.19	1.24	1.29
30+	1.30	1.35	1.40

2018 - 2019 Per Contact Hour Rates			
MCC Semesters Taught	Lane I	Lane II	Lane III
	Less than a Master's Degree	Master's Degree	Doctorate*
0-5	\$896	\$959	\$995
6-12	\$941	\$1,004	\$1,039
13-19	\$1,012	\$1,057	\$1,084
20-29	\$1,066	\$1,111	\$1,156
30+	\$1,165	\$1,210	\$1,254

*Doctorate includes PhD, ThD, EdD, JD, MD, DDS, and DC

		2019 - 2020 Per Contact Hour Rates		
		Lane I	Lane II	Lane III
MCC Semesters Taught		Less than a Master's Degree	Master's Degree	Doctorate*
	0-5		\$921	\$985
6-12		\$967	\$1,032	\$1,068
13-19		\$1,041	\$1,087	\$1,114
20-29		\$1,096	\$1,142	\$1,188
30+		\$1,197	\$1,243	\$1,289

*Doctorate includes PhD, ThD, EdD, JD, MD, DDS, and DC

		2020 - 2021 Per Contact Hour Rates		
		Lane I	Lane II	Lane III
MCC Semesters Taught		Less than a Master's Degree	Master's Degree	Doctorate*
	0-5		\$946	\$1,012
6-12		\$993	\$1,060	\$1,097
13-19		\$1,069	\$1,116	\$1,145
20-29		\$1,126	\$1,173	\$1,220
30+		\$1,230	\$1,277	\$1,324

*Doctorate includes PhD, ThD, EdD, JD, MD, DDS, and DC

- II. The following salary base will apply (to be placed in cell 1 of the matrix) for academic years 2018-2019, 2019-2020, and 2020-2021. Calculations for each cell will be rounded to the nearest whole dollar.

Academic year	Base Salary per Contact Hour
2018 - 2019	\$896
2019 – 2020	\$921
2020 – 2021	\$946

- III. An adjunct faculty member who substitute teaches shall be paid at a clock hour rate of \$40.00.
- IV. An adjunct faculty member who teaches applied lessons will be paid at a rate of \$20 for a half (½) hour lesson and \$40 for a one (1) hour lesson in academic year 2018-2019. Each subsequent academic year after that the flat applied lesson rate will receive a Consumer Price Index – Urban (CPI-U) adjustment applied to the rates under the Property Tax Extension Limitation Law (PTELL).