

AGREEMENT

between

**BOARD OF TRUSTEES,
McHENRY COUNTY COLLEGE,
COMMUNITY COLLEGE DISTRICT NO. 528**

and

**McHENRY COUNTY COLLEGE
FACULTY ASSOCIATION**

2016-17, 2017-18 & 2018-19

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AGREEMENT

This AGREEMENT is entered into this 28th day of April, 2016, by and between the BOARD OF TRUSTEES OF MCHENRY COUNTY COLLEGE, DISTRICT No. 528 (hereinafter referred to as the "Board") and the MCHENRY COUNTY COLLEGE FACULTY ASSOCIATION, 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 full-time faculty insofar as such practices and procedures are appropriate to the obligations of the Board to retain the right to effectively operate McHenry County College and are consistent 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 mandated by law, for the salaries, fringe benefits, and conditions of employment of the full-time 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.
- C. Full-Time Faculty -- The terms "faculty", "faculty member", or "full-time faculty member" shall mean those employees specifically included in the bargaining unit as set forth in Article III, Section 3.1. of this Agreement. The term "faculty" shall further mean classroom faculty, counseling faculty, and library faculty, all of whom shall be deemed to have equal status with full rights and benefits under this contract.
- D. CFO – Chief Financial Officer
- E. CAO – Chief Academic Officer
- F. CHRO – Chief Human Resources Officer
- G. Business Days – is a day on which the administrative offices are open which excludes Saturday and Sunday
- H. CBA – Collective Bargaining Agreement

ARTICLE II

TERM OF AGREEMENT

This Agreement shall be effective as of August 18, 2016, and shall remain in full force and effect until the day proceeding the first faculty employment day in 2019-2020. 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 - PROFESSIONAL

Section 3.1. Recognition

The Board of Trustees of McHenry County College, Illinois Community College District 528, or its agents, hereby recognizes the McHenry County College Faculty Association, an affiliate of the Illinois Education Association and the National Education Association, hereinafter referred to as the Association, as the exclusive and sole collective bargaining representative for all full-time faculty except supervisors, managerial employees, or short-term employees as such excluded employees are defined in Section 2 of the Illinois Educational Labor Relations Act of 1983.

Section 3.2. Meeting With Other Faculty Organizations

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

Section 3.3. 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.

ARTICLE IV

BOARD RIGHTS

Nothing contained herein shall be construed to deny or restrict the Board of its rights, responsibilities, and authority under the Illinois Public Community College Act or any other national, state, county, district, or local laws or regulations as they pertain to education.

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 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 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 - PROFESSIONAL

Section 6.1. No Discrimination

- A. In accordance with applicable federal and state law, neither the Board nor the Association shall discriminate on the basis of a faculty member's race, color, creed or religion, sex, national origin, age, physical or mental disabilities, sexual orientation, veteran status, or other factors which cannot be lawfully the basis for an employment decision. Any disagreement concerning the interpretation and application of this paragraph shall be resolved through the appropriate federal or state agency or court rather than through the grievance procedure set forth in this agreement, unless the grievant and Association shall waive all rights to use any procedure other than the grievance procedure, provided nothing herein shall preclude the use of steps 1 and 2 of the grievance procedure.

- B. As a duly elected body exercising governmental power under the law of the State of Illinois, the Board agrees that it will continue not to discourage directly or indirectly, or deprive any faculty member her/his rights in the enjoyment of any rights under the laws of Illinois or the Constitution of the United States. Any dispute concerning said rights shall be resolved through the appropriate federal or state agency or court rather than through the grievance procedure set forth in this Agreement, unless the Association, grievant, and Board agree otherwise. The Board will continue not to discriminate against any faculty member with respect to hours, wages, terms, or conditions of employment by reason of her/his membership in the Association or

her/his participation in negotiations with the Board or to discriminate against any faculty member in her/his institution of any grievance, complaint, or proceeding under this Agreement.

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 a faculty member, the Business Office shall regularly deduct the appropriate monies from such employee's paycheck in conformity with the Business Office's regular and ordinary payroll procedures. The specific amount of the dues deduction shall be communicated to the College's CFO in writing by the Association's Treasurer by October 31 of each year. The Association shall hold the Board harmless for all such deductions completed pursuant to the dues authorization form. Such authorization shall be cancelable according to its terms but in no event sooner than thirty (30) calendar days where employment is not terminated.

Section 6.4. Distribution of Contract and Board Policy Manual

- A. Within thirty (30) working days following ratification and execution of this Agreement by both parties, the Board will provide three signed copies of the Agreement to the Association President and will also post a copy of the Agreement electronically.
- B. Board Policy manual available electronically.

Section 6.5. 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, supplies, and long distance phone charges related to Union Business. 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.
- D. The Association President may utilize their College office for Union business and it shall not interfere with College business.

Section 6.6. Information to Association

The Board shall make available to the Association upon its reasonable request and within a reasonable time thereafter, information concerning the professional staffing and financial resources of the institution, including but not limited to the current: annual financial reports and audits; registry of professional personnel; the Adopted Budget with all budgetary requirements and allocations; agendas and minutes of all Board meetings, and all attachments thereto at the time of distribution to the Board; treasurer's reports; names, addresses and position on salary schedule of all faculty; and other public information necessary for negotiation and enforcement of the collective bargaining agreement. It is understood that this shall not be construed to require the Board to compile information and statistics in the form requested not already compiled in that form, unless mutually agreed.

Section 6.7. Faculty Resource Guide

- A. The Faculty Resource Guide shall be updated through joint effort of the Administration and Association prior to the beginning of each academic year.
- B. A copy of the Faculty Resource Guide will be posted electronically.

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 identical duplicate information in other files.
- B. A 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 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. The faculty member shall be given a copy of material added to the file within five (5) business days of such addition. A faculty member's response to any material placed in the personnel file shall be made part of said file if submitted within thirty (30) business days of receipt of notification.

Section 6.10. Patent and Copyrights

Faculty members are encouraged to engage in research and other activities that may result in the creation of devices, books, programs, or other works in which the 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 contractual duties. Use of the College equipment, materials and resources for this purpose must be approved in advance by the Chief Academic Officer.

If a faculty member creates an original work on his/her own resources, the faculty member shall be considered the sole author and owner of the work, and the College shall not be entitled to any royalties or proceeds from the work.

If a faculty member creates an original work and does so with substantial support provided by the College, which may include financial assistance, released time, paid leave of absence, or other incentives provided by the College, then the work will be jointly owned by the faculty member and the College. A prior written agreement must be reached between the faculty member and the College specifying the share of ownership, distribution of materials, and fair use within the College, based on the particular facts and circumstances.

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

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

It is in the best interests of both parties to conduct timely, productive, collective bargaining for a successor contract. As a result, it is agreed that negotiations for a successor agreement shall commence within two weeks, either before or after, October 1st of the final academic year of this 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 within thirty (30) working days following such tentative agreement.

ARTICLE VIII

GRIEVANCE PROCEDURE

Section 8.1. Definitions

- A. Grievance: Any written claim by faculty or the Association that there has been a violation, misapplication, or action as a result of a misinterpretation in terms of this Agreement.
- B. Business day, for the purpose of the grievance procedure, is a day on which the Administrative Offices are open which excludes Saturday and Sunday.

Section 8.2. Time Limits

- A. All time limits shall be in business days.
- B. Failure on the part of the administration to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step.
- C. Failure on the part of the grievant or the Association to meet the time limits shall result

in the grievance being withdrawn and said grievance cannot be re-filed.

- D. The time limits may be extended by mutual agreement of the parties.

Section 8.3. Pre-Grievance Procedure (Informal Resolution)

The parties hereto acknowledge that it is professional courtesy for faculty members and their immediately involved supervisor to resolve problems through free and informal communications. When requested by the faculty member(s), an Association representative may accompany the faculty member(s) to assist in the informal resolution of the grievance. If, however, such informal processes fail to satisfy the faculty member(s) or the Association, a formal written grievance may be filled pursuant to Section 8.5.

Section 8.4. Association Representation

- A. Two Association Officers and/or the Association Uniserv Representative shall have the right to be present at any meeting, hearing, appeal, or other proceeding relating to a grievance in accordance with Section 8.5. Nothing contained herein shall be construed as limiting the right of the grievant or the Association to discuss the matter informally with administration and to have the grievance informally adjusted or resolved without intervention of the Association provided the adjustment is not inconsistent with the terms of this Agreement. Any such agreement shall not be binding on the Association.
- B. The Board acknowledges the right of the Association's grievance representative(s) to participate in the processing of a grievance commencing at Section 8.5. No faculty member will be required to discuss any grievance if an Association's representatives is not present unless the faculty member(s) chooses not to have Association representation present.
- C. In the event that a grievant elects to not have an Association representative a grievance settlement may be entered into between a grievant and the College provided that it is in conformity with the terms and conditions of this Agreement. Any such agreement shall not be binding on the Association. Such a grievance settlement shall be made known to the Association President in a timely manner.

Section 8.5. Grievance Procedure

- A. **Filing: Chief Human Resources Officer**

The written grievance shall be filed either by the Association or individual grievant not later than thirty (30) business days from 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 written grievance shall identify the grievant, summarize the relevant facts, identify the provisions of the Agreement allegedly violated, and describe the remedy which is requested. The grievance shall be filed with the Chief Human Resources Officer and copied to the immediately involved administrator and the Association President.

B. Step One: Chief Human Resources Officer and Immediately Involved Administrator

The Chief Human Resources Officer and/or the administrator immediately involved will arrange for a meeting to take place within ten (10) business days after receipt of the grievance. Two Association Officers and/or the Association Uniserv Representative, the aggrieved faculty member(s), the immediately involved administrator, Human Resource Representative and/or legal counsel shall be present at the meeting. The Chief Human Resources Officer shall provide the aggrieved faculty member(s) and the Association with a written response to the grievance with rationale within ten (10) business days after the meeting.

C. Step Two: College President or Designee

If the grievance is not resolved at Step One, then the Association may refer the grievance to the President of the College or her/his designee who has not been previously involved in the grievance, within seven (7) business days after the receipt of the Step One answer or within seven (7) business days after the Step One meeting, whichever is later. The President or her/his designee shall arrange for a meeting within ten (10) business days of her/his receipt of the appeal. Two Association Officers and/or the Association Uniserv Representative, the aggrieved faculty member(s), the President or her/his designee, Human Resource Representative and/or legal counsel shall be present at the meeting. The President or her/his designee shall have ten (10) business days in which to provide her/his written response to the grievance with rationale to the Association, unless Board action is required. If Board action is required, the grievance shall be presented at the next Board meeting and the response shall be given within ten (10) business days of the Board meeting.

The Association may present to the Board its position on any grievance that has been processed through Step Two. This may be done with a written statement and/or oral presentation.

D. Step Three: Arbitration

1. If the Association is not satisfied with the Step Two response, it may proceed to binding arbitration by notifying the President or designee not later than twenty (20) business days from the date of the Board's written response. No individual or organization other than the Association shall have the right to proceed to binding arbitration.
2. The parties shall attempt to agree upon an arbitrator within seven (7) business days after receipt of the notice of referral. In the event the parties are unable to agree upon an arbitrator within said seven (7) business day period, the parties shall immediately jointly request the American Arbitration Association to submit a panel(s) of arbitrators, and to otherwise administer the arbitration proceedings.

3. More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing.
4. 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; provided, however, that each party shall be responsible for compensating its own representatives or witnesses.

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. Neither party waives its right to administrative review of any arbitration and award which it feels has violated the above listed criteria. The arbitrator shall have no authority to make a recommendation on any issue not so submitted or raised.

Section 8.7. Grievances Involving the President or Board of Trustees

Grievances involving the President or Board of Trustees may be initially filed by the Association at Section 8.5. C.

Section 8.8. No Reprisals

- A. No reprisals of any kind shall be taken by the Board or the Association against any individual because of her/his 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 8.9. Scheduling of Grievance Meetings

Should the processing of any grievance require that a 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 8.10. Cooperation and Withdrawal Without Establishing Precedent

- A. The Board, Administration, and the Association shall cooperate in the investigation of any grievance, and further, all parties involved 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 and without prejudice.

ARTICLE IX

CURRICULUM AND INSTRUCTION

Section 9.1. Academic Freedom

Institutions of higher education are conducted for the common good and not to further the interest of either the individual 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. 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 consistent with the field of study.
- 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).

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 faculty members (Section 10.2.).

- C. 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, 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. A 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. 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.

Footnote: Section 9.1. was adapted from the *1940 Statement of Principles on Academic Freedom and Tenure* as agreed upon by the American Association of University Professors and the Association of American Colleges and Universities.

Section 9.2. Faculty Council

The Faculty Council represents shared responsibility between the faculty and the college community.

1. Mission:

The Faculty Council has the right and responsibility to participate in shared decision making in matters relating to the development of curriculum and related academic policies and procedures. The Faculty Council has the responsibility to provide leadership for colleagues, the open and free exchange of ideas, and to present a unified voice to the CAO on issues that are directly and substantially relevant to the Faculty. The Faculty Council shall communicate and coordinate with faculty colleagues and other campus groups to achieve its goals and objectives.

Goals:

Annual goals and objectives for the upcoming academic year are to be set by the Faculty Council members and submitted for approval to the CAO prior to the start of Spring Break.

Standing objectives of the Faculty Council include, but are not limited to, the following:

1. To communicate and coordinate with standing committees;
2. To participate in developing the College's educational master plan and other relevant strategic plans;
3. To participate in developing academic policy and planning procedures for areas such as grading procedures and appeals; the academic calendar; course scheduling procedures; student placement, orientation, and assessment; student withdrawals; curriculum development; and instructional equipment and facilities;
4. To provide guidance and leadership for pedagogical and academic policies among colleagues;
5. Collaborate with Human Resources to organize and maintaining the Faculty Resource Guide.

2. Membership:

The primary responsibility of Council members is to provide representation, communication, and leadership. Council members will vote on recommendations to be sent to the CAO for approval.

1. There shall be up to 11 Faculty serving as voting members of the Faculty Council, organized as follows:
 - a. Two tenured faculty representatives will be elected from each academic division as voting members as well as one faculty representative from Counseling and

one representative from Library Services. Faculty Council is a representational body.

Members are required to:

- I. communicate with the faculty in their area,
- II. collect information,
- III. lead discussion and initiatives, and
- IV. report to the Council.

Council members will serve 3 year terms with no more than 2 consecutive terms of service. Approximately one-third of the Council members will be elected in a given year. The faculty of each division will nominate and elect their representatives by majority vote. If no faculty member is nominated, the Executive Dean will appoint members. The election will be held at the end of the academic year prior to the commencement of the Council member's term.

- b. One of the elected members will serve as the Faculty Council Chair. Faculty Council Chair will be elected by the incoming and continuing members. The Faculty Council Chair will receive 6 hours of reassigned time an academic year, and an annual stipend of \$4,300. Other positions such as Vice-Chair, Sergeant-at-arms, and Secretary may be elected at the discretion of the Council voting members.
 - c. One of the Tenured Faculty Representatives on the AQIP steering committee will serve as one of the 11 Faculty Council members. AQIP Representatives can serve no more than 2 consecutive terms.
 - d. Two bargaining-unit adjunct faculty will be invited to serve on the Faculty Council as voting members.
2. All non-faculty members will be appointed by the CAO There shall be up to 7 Non-Faculty serving as voting members of the Faculty Council, organized as follows:
- a. The CAO will serve as a non-voting consultant to the Faculty Council;
 - b. Two staff members will be invited to serve on the Faculty Council as voting members;
 - c. A representative from the Student Senate as a voting member;
 - d. Two representatives from the non-credit division as voting members;
 - e. Two administrators from the Academic and Student Affairs Division as voting members.

Faculty Council and the CAO may invite additional non-voting resource representatives to provide assistance and support.

3. Business:

Faculty Council will meet Thursday's from 2:35-4:00, twice a month and more frequently as necessary to accomplish the goals and objectives set by the committee and approved by the CAO.

Business shall be conducted according to Robert's Rules of Order, 11th ed. and decisions made by the simple majority vote of all members. Meeting minutes and/or summary notes shall be generated and submitted by a committee member to the CAO's Office within five (5) working days of a scheduled meeting.

All Full-Time Faculty General Meetings will also be conducted to promote communication, exchange of ideas, and leadership. For the smooth flow of communication the following meeting structure will be adopted:

1st Tuesday 2:35-4:30- Division Meeting (2:35- 3:45) immediately followed by Department Chair Meeting

2nd Tuesday 2:35 - 4:00 - Department Meeting

3rd Tuesday 2:35-4:00- Faculty Council – All Full-Time Faculty General Meeting

5th Tuesday 2:35- 4:00- Full-Time Meeting - led by CAO

All Full-Time Faculty must be in attendance during the above mentioned meetings. Alternative department meeting times may be approved by the Executive Dean/Supervisor. Unexcused absences for Full-Time Faculty will result in the charge of a half of a personal day.

Agendas for the Tuesday Faculty Council meeting will be mutually agreed upon by the Executive Deans and Faculty Council. The agendas will include amount of time for business as well as what business is to be addressed. Executive Deans will have full authority over their respective Division agendas and the Faculty Council may in no way infringe on this.

Fourth Tuesday 2:35-4:00 will be reserved for Faculty Association meetings. Attendance for this meeting will be managed by the Association.

All Full-Time Faculty General Meetings will include but are not limited to reports and discussion from:

Standing Committees
AQIP Steering Committee Faculty Representatives
Faculty Council

Standing Committees are established with the purpose of completing tasks necessary to the curriculum and the institution. Standing committees will meet twice a month and more frequently as necessary to accomplish the goals and objectives set by the

committee and approved by the CAO. Standing Committee Chairs will regularly report to the Faculty Council to provide consistent communication. Standing committees may take business to the Faculty Council for advisement and discussion. Standing Committees will not be required to get Council approval on their identified goals and objectives. Voting membership on a standing committee shall be composed of members of the general faculty and appropriate staff and administration of each academic division.

1. Curriculum Development and Review (CD&R)

The Faculty Council Chair will recommend the Chair of this committee to the CAO for approval. The chair of the committee shall receive reassigned time to complete the leadership duties required by the position. A total of 4.5 contact hours an academic year shall be given and an annual stipend of \$3,200.

The responsibilities of this committee include but are not limited to the following:

- a. Implement procedures for course and program proposals
- b. Implement changes in course descriptions, credits, outlines and articulation
- c. Review course and program proposals
- d. Final approval of course and program proposals
- e. To ensure a balance of educational program opportunities for college stakeholders.

2. Distance Education Team (DE)

Membership of the Distance Education Team will consist of the Distance Education Director, and a faculty representative from each academic division for a total of 3 faculty members. Faculty will be appointed by their divisions. Additional non faculty resource people may be added to this committee with the agreement of the voted in DE representatives and the Director of Distance Education.

The responsibilities of this committee include but are not limited to the following:

- a. Review and recommend Distance Education/Learning Management System (LMS) policies and procedures;
- b. Review and recommend procedures for the adoption of new technology to enhance or promote curriculum and student success;
- c. Review requests for the adoption of new technologies to enhance or promote curriculum and student success;
- d. Promote the adoption of new technologies to enhance or promote curriculum and student success through communication with faculty colleagues;
- e. Communicate faculty needs and concerns related to training and professional development.

3. Program Review (PR)

The Faculty Council Chair will recommend the Chair of this committee to the CAO for approval. The chair of the committee shall receive reassigned time to complete the leadership duties required by the position. A total of 4.5 contact hours an academic year shall be given and an annual stipend of \$3,200:

The responsibilities of this committee include but are not limited to the following:

- a. Implement procedure for Program Reviews in coordination with IR
- b. Review program reviews
- c. Final approval of program reviews

3. Assessment Team (AT)

Membership of the Assessment Team will consist of a Faculty Chair, who may come from any academic division, and a faculty representative from each division for a minimum of 4 faculty total. Faculty will be appointed by their divisions. Additional non faculty resource people may be added to this committee with the agreement of the voted in assessment representatives and the CAO.

The CAO shall serve on the Assessment Team to facilitate necessary communication between the Assessment Team and the larger academic area.

The Faculty Council Chair will recommend the Chair of this committee to the CAO for approval. The chair of the committee shall receive reassigned time to complete the leadership duties required by the position. A total of 6 contact hours an academic year shall be given and an annual stipend of \$4,300.

Divisional representatives voted onto this committee will be responsible to tasks associated with implementing and tracking assessment within their division. Each faculty representative from their division will be given \$1,000 stipend per semester.

The responsibilities of this committee include but are not limited to the following:

- a. Organize and implement procedures for the assessment of student learning at the course and department level;
- b. Track transformations;
- c. Report transformations to the Faculty Council and larger faculty body.

4. Faculty Development Team (FDT)

Membership of the Faculty Development Team will consist of a Faculty Chair, who may come from any academic division, and faculty representative from each division for a minimum of 4 faculty total. Faculty will be appointed by their divisions. Additional resource people may be added to this committee with the agreement of the voted in faculty development representatives and the CAO. The CAO shall serve on the Faculty Development Team to facilitate necessary communication and planning between the

Faculty Development Team and the area of professional development.

The Faculty Council Chair will recommend the Chair of this committee to the CAO for approval. The chair of the committee shall receive reassigned time to complete the leadership duties required by the position. A total of 12 contact hours an academic year shall be given.

Divisional representatives voted onto this committee will be responsible to tasks associated with implementing engaging professional development within their division.

The responsibilities of this committee include but are not limited to the following:

- a. Creating and implementing programs for professional development which supports the definition of excellence in teaching;
- b. Approving faculty advanced placement requests (To begin January 2015);
- c. Promote academic dialogue;
- d. Facilitate discussion and planning for all the faculty development initiatives.

5. Ad Hoc Committees

Ad Hoc committees may be appointed at any time by the Faculty Council to facilitate its mission.

Upon the creation of an Ad Hoc Committee the Chair of this committee will be decided upon by the Faculty Council based on election rules established by the Faculty Council. Faculty Council shall recommend appropriate contact hours of reassigned time or an appropriate stipend to be approved by the CAO.

6. Exclusivity

Nothing shall be construed as to render negotiable any aspect of curriculum adoption or development except explicitly set forth herein.

Section 9.3. Extracurricular Activities

Faculty members may participate in school-sponsored extracurricular activities on a voluntary basis. Where supervisory responsibilities are required on programs authorized by the Administration, such as, coaching, or organizing a theatrical or musical presentation, the faculty member shall be compensated according to Section 9.6. C.

Section 9.4. Course/Service Offerings

A proposed schedule of departmental course offerings and Counselor/Librarian services for each semester or term shall be initially prepared by the department chairs in consultation with the faculty of the department and submitted to their immediate administrative supervisor for review and approval.

Section 9.5. Faculty Schedules

- A. The Department Chair shall prepare a draft of faculty schedules in consultation with faculty members. Faculty schedules shall be reviewed and approved by their immediate administrative supervisor subject to the following:
1. A typical faculty schedule will not exceed three preparations per semester. (e.g., French I and French II are examples of two separate preparations, whereas two sections of French I is an example of a single preparation). Faculty members and immediate supervisors may mutually agree for a faculty member to exceed three preparations.
 2. A faculty member shall be notified of her/his schedule at least fourteen calendar days before the start of the semester. The immediate administrative supervisor shall retain the right to make exceptions when circumstances dictate.
 3. The immediate supervisor shall give full-time faculty initial preference regarding the selection of courses and schedules. Assignments shall be distributed as equitably as practical among full-time faculty who express an interest and are equally qualified to fill the position in question.
 4. Faculty must teach the required number of contact hours per class.
 5. The normal work week of counseling faculty, library faculty, and faculty with special assignments, shall consist of 35 hours per week or 70 hours per two weeks.
 6. Classroom Faculty shall be present on campus for a minimum of 8 hours during final exams week. These hours shall be scheduled over three working days of the week. Faculty shall be available to respond to a request for student meetings on a fourth day as needed. These hours shall be scheduled to serve students and submitted to the faculty members' immediate supervisor for review and approval. These hours shall be in addition to administering final exams.

Counseling faculty, library faculty and other assigned faculty shall be present on campus 14 hours during the final exam week. These hours shall be scheduled to serve students and submitted to the faculty members' immediate supervisor for review and approval. These hours shall be in addition to administering final exams.
 7. Faculty members shall consult with their immediate administrative supervisor to resolve scheduling conflicts.
- B. Faculty members are expected to be on campus the days their classes meet and to fulfill their schedules.
1. Each full-time classroom faculty member shall teach a minimum of six contact hours of their required load per semester in a face-to-face format. Any

exceptions will be mutually agreed upon by the faculty member and their immediate administrative supervisor.

2. All full-time classroom faculty shall schedule a minimum of seven hours for student conferences per week; one online student conference hour per online/blended class may be included in the seven student conference hours. The conference hours shall be scheduled to accommodate students.

Student conference hours shall be submitted for review and approval to the faculty members' immediate administrative supervisor by the completion of the first week of the semester. Changes to the scheduled student conference hours after the first week of the semester must be approved by their immediate administrative supervisor.

3. Faculty are required to attend a Thursday Faculty Workshop Day at the beginning of fall and spring semesters

Faculty are required to hold a minimum of 4 student conference hours on the Friday following the Thursday Faculty Workshop Day. In the event that a faculty member is teaching a course on said Friday, the 4 student conference hours will be waived.

4. Faculty must participate in one (1) commencement per academic year. If academic apparel is ordered for a faculty member who subsequently does not participate in the ceremonies, the faculty member will be charged for the rental of the apparel.

- C. A faculty member's regular work schedule, or other duties, shall be scheduled within a maximum eight-hour workday unless mutually agreed upon by the faculty member and their immediate administrative supervisor. Faculty shall not be required to have less than a 12 hour period from the end of the last scheduled time on one day to the beginning of a faculty member's first scheduled time on the succeeding day.

The distribution of the classroom faculty members' standard semester teaching load and/or student conference hours shall be 4 calendar days. Faculty must be on campus a minimum of two scheduled hours per day for each of the four calendar days per week. Exceptions based on curricular need must be approved by the faculty members' immediate administrative supervisor in consultation with the faculty member.

A full-time counseling or librarian faculty member's workload shall be scheduled on at least 4 calendar days per week, Monday through Friday, during the fall and spring semesters. Exceptions based on curricular need must be approved by the faculty members' immediate administrative supervisor in consultation with the faculty member.

Section 9.6. Faculty Load

- A. All full-time classroom faculty are required to teach a total of 30 contact hours during the fall and spring semesters combined. No classroom faculty member shall be required to teach more than 18 contact hours in a semester. No faculty member shall be required to teach winter intersession.

Counselors and Librarians work 35 hours per week or 70 hours per two weeks during the fall and spring semester.

- B. A classroom faculty schedule in excess of 30 contact hours in an academic year is considered an overload. All overloads shall be compensated according to Section 12.9.
- C. Special Project Assignments: Faculty members who accept a Notice of Assignment to perform a special project shall be compensated at a mutually agreed upon stipend or load amount specified in a signed contract by the CAO before the commencement of the special project.
- D. McHenry County College shall use the largest class sections consistent with quality instruction appropriate to the subject matter and instructional methods as well as reasonable faculty workload. The CAO has the responsibility and the authority to make the appropriate decisions regarding these matters. Increases to already established class maximums will be agreed upon in consultation with the CAO, immediate administrative supervisor, and the chair of the department in which the course is offered.

Section 9.7. Distribution of Overload and Summer Session (including Intersession)

- A. Full-time faculty members shall have first priority in the assignment by administration of overload, summer session, intersession classes, and work schedules.

Following consultation with faculty in their department, the department chair within each department will submit the faculty members' overload schedule to their immediate supervisor. Overload assignments shall be distributed as equitably as possible among faculty members who express an interest and who are equally qualified for the position in question.

The immediate administrative supervisor will establish reasonable deadlines by which faculty must submit requests for overloads or summer assignments. The immediate administrative supervisor shall review and approve the request. Overloads and summer appointments shall be distributed as equitably as possible, based on curricular needs, and meet student needs. Overload will be paid in the semester taught unless approved to be used to reduce load in another semester within the same academic year.

Counselor and Librarians' immediate supervisor shall determine the number of staffing hours needed for the Counseling or Librarian Department for winter break, spring break, and summer assignments. At least 6 weeks before the end of the spring, summer

or fall terms, the immediate administrative supervisor will provide a written listing of the staffing needs within the department for the following term.

- B. Classroom faculty overload shall be limited to 6 contact hours per semester. Overloads exceeding 6 contact hours per semester must be approved by the CAO.
- C. Overload Compensation and Summer Compensation shall be compensated according to Section 12.9.

Section 9.8. Reassigned Time

The Faculty Association president shall be granted 12 contact hours reassigned time from instructional responsibilities for the purpose of conducting faculty association business, within an academic year. The Faculty Association agrees to reimburse the College for each of the twelve contact hours at the summer/overload rate by the end of each spring semester.

The chief negotiator or designated negotiations team member(s) for the Faculty Association shall be granted 6 total contact hours reassigned time from institutional responsibilities, subject to the limitation of this Section, during the fall and/or spring semester of a negotiation year. The faculty association agrees to reimburse the College for each of the six contact hours at the summer/overload rate by the end of each spring semester.

Section 9.9. Evaluation Process for Non-Tenured Faculty

A copy of the evaluation process is appended to this contract as Appendix B.

Section 9.10. Department Chair Load

- A. The College and the Association seek to provide fair and equitable compensation for the performance of the department chair role reflective of department size and scope of responsibilities.
- B. There will be a department chair assignment for each group of disciplines listed below:

Accounting	ACC
Applied Technology: Architectural and Engineering Design, Construction Management, Manufacturing Management and Technology, and Transportation, Warehousing and Logistics	AET, CMT, IMT, TWL
Art	ART
Automotive	AMT
Biology	BIO
Administrative Office Management and Business Management	AOM, BUS, IBS, MKT, MGT, PAR
Chemistry, Physics, and Engineering	CHM, PHY, EGR
Computers and Digital Media	CIS, CDM, DBM, NET, PRG, ROB ANI, DGM, GRA, WEB
Criminal Justice	CJS
Culinary Management	CLM, PAS
Early Childhood Education and Education	ECE, EDU
Earth Science, Geography, and Geology	EAS, GEG, GEL
Economics, History and Political Science	ECO, HIS, PLT
English and Reading	ENG, RDG
Fire Science and Emergency Medical Services	FRS, EMT, EMS
Foreign Language	SPA, FRE, GER
Health and Fitness Education	HFE
Horticulture	HRT
Mathematics	MAT
Music	MUS
Philosophy	PHI
Psychology	PSY
Sociology and Anthropology	SOC, ANT
Speech, Journalism, Theater	SPE, JRN, THE
Nursing Assistant	NAE

- C. To receive a department chair assignment, the faculty member must be qualified to teach at least one course in the subject department. The selection of the department chairs is the responsibility of the appropriate Executive Dean and the CAO. Consideration for the assignment will first be given to full-time faculty.
- D. The duties and responsibilities of the department chairs are defined in the "department chair job description" in Section 9.11.

The reassigned time, contact hour designation and compensation for each department chair are defined in Appendix C with the exception of Culinary Management Department as shown below.

Culinary Department Chair reassigned time will be 12 contact hours per Fall and Spring combined

- E. In addition to the above, department chair assignments will be made for the following areas:
- Honors,
 - International Studies,
 - Learning Communities,
 - Phi Theta Kappa,
 - Librarian, and
 - Counselors.

The reassigned time, contact hour designation and compensation for each department chair assignment are defined in Appendix C attached hereto. The Classroom, Counselor, Librarian Faculty Job Description reflected in Section 9.11. applies to these department chair assignments and, in addition, contains duties and responsibilities particular to these department chair assignments.

- F. Each department chair, except librarians and counselors, must at all times maintain thirty (30) contact hours per year based upon a combination of the designated contact hours for each department chair and contact hours for actual teaching load. Department chairs in consultation with their immediate supervisor may adjust the combination of the designated contact hours per department chair assignment and teaching load to maintain a minimum of thirty (30) contact hours. Faculty members with the department chair assignment may exceed the thirty (30) contact hour minimum on a voluntary basis with appropriate overload compensation following guidelines in Section 9.6. C.

Counseling and library chairs in consultation with their immediate supervisor may adjust the combination of the designated hours per department chair assignment and service load following the guidelines in Section 9.6. A.

- G. As provided in the Section 9.11. Department Chair Job Description, department chairs will conduct peer observations and TABS of non-unit part-time faculty within their

department. As a part of this evaluation process, department chairs will complete the "Content Assessment Report Non-Unit Adjunct Faculty" form from Appendix C. Department chairs will complete the Content Assessment Report Non-Unit Adjunct Faculty form for all part-time faculty during their first two semesters (excluding Summer) with the College.

- H. Department chairs will be evaluated annually by the appropriate administrative supervisor using the form provided in Appendix C.
- I. Nothing herein is intended to preclude or limit the College's right to engage in operational reorganizations of the College's administrative functions and chair positions.

Section 9.11. Department Chair Job Descriptions and Assessment Forms

Classroom Faculty, Counselor, and Librarian Department Chair Job Description:

The department chair works with the executive dean, dean, faculty and community, to implement activities pertaining to areas of assignment, to promote program success.

JOB TASKS/ELEMENTS:

Work with Deans to Prepare Schedule(s)

- 1) Obtain faculty input and use enrollment data to optimize course offerings and scheduling
- 2) Prepare draft schedule
- 3) Review schedule with appropriate dean or executive dean
- 4) Verify schedule accuracy
- 5) Articulate interdepartmental offerings
- 6) Calculate faculty load with dean or executive dean
- 7) Recommend faculty assignment to appropriate dean or executive dean
- 8) Explore innovative scheduling options

Participate in Faculty Staffing Process

- 1) Participate in the recruitment and interview process of part-time faculty
- 2) Provide part-time faculty hiring recommendations to appropriate dean or executive dean
- 3) Participate on search committees for new full-time faculty within their discipline
- 4) Mentor new part-time faculty
- 5) Review non-unit part-time faculty's course content and provide comments to appropriate dean or executive dean
- 6) Conduct peer observations and TABS of part-time faculty during their first two semesters (excluding summer)
- 7) Read and provide feedback on part-time faculty's end-of-semester student evaluations during their first two semesters (excluding summer)

Manage Curriculum

- 1) Coordinate textbook decisions
- 2) Submit for deletion of obsolete courses
- 3) Update catalog descriptions and program narratives as needed
- 4) Facilitate development of new courses and programs
- 5) Coordinate standardization of programs/courses internally
- 6) Coordinate standardization of programs/courses with external agencies and/or area employers
- 7) Initiate and conduct advisory committee activities where applicable
- 8) Develop and maintain program entrance standards where applicable
- 9) Lead development and implementation of departmental assessment program(s)
- 10) Complete and submit to dean or executive dean program review with support of department faculty
- 11) Collaborate with transfer coordinator for the development/maintenance of articulation agreements with other institutions
- 12) Coordinate with High School Plus Director for Dual Credit classes where applicable
- 13) Advise students on curriculum decisions to best fit career and educational goals where applicable
- 14) Work with executive dean and/or dean to ensure compliance with external regulatory agencies where applicable

Communication and Coordination of Projects

- 1) Act as a communication liaison between the executive dean and/or dean and department faculty
- 2) Attend Department Chair meetings
- 3) Coordinate preparation of report(s)
- 4) Submit departmental report(s)
- 5) Hold departmental meetings
- 6) Collaborate on grant funded project(s) where applicable

Marketing and Promotion (where applicable)

- 1) Analyze enrollment data to determine marketing and/or promotional needs
- 2) Coordinate development and preparation of marketing materials
- 3) Develop retention plan(s) for students
- 4) Enhance communication with area high schools
- 5) Build community and business relations
- 6) Coordinate career-oriented activities
- 7) Schedule community visits
- 8) Recommend advisory committee members

Manage the Budget

- 1) Work with executive dean and/or dean to create annual budget(s)
- 2) Submit budget requests
- 3) Monitor expenditures
- 4) Develop prioritized equipment list where applicable
- 5) Prioritize equipment repair list where applicable
- 6) Work with dean to recognize need for and creation of personnel requests, remodeling requests, and equipment requests
- 7) Develop and prioritize software requests

If lab(s) is/are involved

- 1) Maintain Labs, Equipment and Supplies in conjunction with Laboratory Coordinator
- 2) Inventory departmental resources
- 3) Order supplies and parts
- 4) Maintain lab records
- 5) Oversee preventative maintenance
- 6) Schedule equipment service
- 7) Work with MCC Foundation to solicit donations

Minimum Qualifications:

Preferred: Tenured full-time faculty member with assigned teaching/counseling responsibilities in a discipline or program within area of coordination.

Required: Faculty member with assigned teaching/counseling responsibilities in a discipline or program within area of coordination.

For Department Chairs of Honors, Learning Communities, International Studies and Phi Theta Kappa applicable duties from above and the list below

1. After coordinating with deans and department chairs to create schedules and staff courses submit final schedule to CAO (Honors and Learning Communities Chairs)
2. Advise, Engage and Recruit Students (Honors, Learning Communities, International Studies, and Phi Theta Kappa Chairs)
3. Develop, participate in and coordinate student events related to each program (Honors, Learning Communities, International Studies, and Phi Theta Kappa Chairs)

ARTICLE X

APPOINTMENT, QUALIFICATIONS, RETENTION, DISCIPLINE, AND DISMISSAL OF FACULTY

Section 10.1. Appointments Defined

- A. An appointment as a probationary member of the faculty shall be for the length of time specified in the contract. Service as a probationary appointee shall count toward a professional appointment only when the faculty member has performed her/his duties for the duration of the contract. The College President shall inform probationary faculty of her/his intent to recommend their professional appointment to the Board by March 1 of the year in which they are eligible.

Use of Sick Leave and/or FMLA Leave will not impact the completion of the duration of the contract.

- B. The granting of tenure to regular, full-time faculty members eligible for that status shall be in strict conformity to appropriately applicable State of Illinois law (Appendix E). The parties to this Agreement agree that tenure shall be defined for purposes of effectuating this Article by appropriate State of Illinois law. This Section shall not be subject to the arbitration provisions of this Agreement.

Section 10.2. Discipline of Faculty Members

- A. Except as may otherwise be provided herein, no faculty member shall be demoted, disciplined, or formally reprimanded without just cause. Any such discipline, reprimand, and/or demotion shall be subject to the grievance procedure and to the discipline procedure set forth in this agreement. All information forming the basis of disciplinary action will be made available to the faculty member and the Association. This Section shall not apply to a suspension action that is part of the termination of employment. Such suspension and termination shall be in conformity with applicable State of Illinois laws.
- B. For sufficient cause, the College President may administratively suspend a faculty member for a period of up to one semester. The suspension may be affected by a written statement to the faculty member setting forth the reasons for suspension and the term of the suspension. An administrative suspension will be with full pay and benefits. Additionally, the Employer shall have the right to reprimand, suspend without pay, and discharge for fair and just cause.
- C. As used herein, "personnel file" shall not include recommendations, references or responses from other employers or institutions that may lawfully be kept confidential from the faculty members.

Section 10.3. Preservation of Federal and State Constitutional and Statutory Rights

The parties to this Agreement agree that nothing in the paragraphs of this Article cited hereinabove constitute a waiver of any Federal or State of Illinois laws entitling members of the faculty or the Employer to due process of law or fair and just cause in matters of discipline and/or discharge; nor shall any provision of this Agreement be construed as a bar to the assertion of any of those rights. Nothing contained in this Article shall be construed to be in conflict with the Illinois law.

Section 10.4. Review of Minimum Qualifications

- A. The College Board of Trustees sets minimum qualifications for hiring and assigning faculty. Therefore, any changes in minimum qualifications must be approved by the Board of Trustees.
- B. It is assumed that all full-time, tenured faculty employed and assigned to teach in particular subject areas are fully competent to teach in those subject areas by reason of those teaching assignments.
- C. At a minimum, all faculty qualifications must meet institutional regional accrediting agency standards, Illinois Community College Board Standards, and individual program accrediting agency standards.
- D. A departmental or program faculty group, may request a revision in minimum qualifications. It is understood that the ability to initiate requests for changes in minimum qualifications rests solely and exclusively with a departmental or faculty group. Therefore, administrators may not initiate such requests for changes in minimum qualifications.
- E. A simple majority of departmental or program faculty must concur with the need for a change in minimum qualifications for the request to be forwarded to the appropriate Executive Dean.
- F. A departmental or program faculty group may submit a written request for a revision in the minimum qualifications for a particular full-time faculty position, with justification and supporting documentation, to their immediate supervisor at any time during the Fall Semester of any academic year.
- G. Within ten (10) working days of the receipt of such a revision request, the CAO will convene a meeting of a review committee comprised of the CAO, the appropriate Executive Dean and/or designee and two faculty members appointed by the President of the Faculty Association from subject areas that would not be affected by the requested change. The faculty group making the request will be invited to orally present its arguments for the revision at that meeting.
- H. Within five (5) working days following the meeting, the appropriate Executive Dean will submit the review committee's decision on the request in the form of a recommendation to the College President with copies provided to the requesting

faculty group.

- I. The College President will determine whether or not to support the review committee's recommendation with the obligation to communicate her/his reasons for doing so (in either case) to the review committee and the requesting group. Her/his decision to support or not support a revision will be presented as a recommendation to the Board of Trustees who will make the final decision.
- J. Should a request to change minimum qualifications be supported by the administration and approved by the Board of Trustees, it is understood that such change shall be published in the Minimum Qualifications List. Further, it is understood that the Minimum Qualifications List shall be reviewed, approved and published by the Board of Trustees in December of each academic year.
- K. Board approved changes in minimum qualifications shall be effective on January 1st of the calendar year following approval by the Board.
- L. All faculty must meet the annual Board approved minimum qualifications to teach a course. Any faculty member that does not meet minimum qualifications to teach a course must propose a Faculty Action Plan to obtain minimum credentials in order to teach said course in a reasonable time frame. The proposed Faculty Action Plan will be reviewed and approved by the faculty member's immediate supervisor. This language alone cannot be used to terminate a faculty member so long as the faculty member is making progress on the approved Faculty Action Plan.
- M. The annually approved Minimum Qualifications List shall be considered a current and applicable addendum to the Faculty Contract.

Section 10.5. Job Sharing

When two full-time tenured faculty members wish to divide and share the responsibilities of one full-time instructor, the Board may appoint both to a job-sharing assignment upon the recommendation of the appropriate Executive Dean. These two persons will each be expected to hold half the office hours of a full-time instructor and shall be compensated each at the rate of one-half (1/2) the compensation of a full-time instructor. Each job sharing participant's salary will be determined on the basis of her/his position on the Salary Schedule. Each job sharing participant shall have the opportunity and right to receive full insurance benefits and other benefits provided any full-time faculty member upon payment of 100% of the employee share of insurance plus one-half (1/2) of the net cost to the College of said benefits. Such payments are to be withheld from job sharing participants through payroll deduction. Any faculty member involved in job sharing shall accrue one-half (1/2) year seniority and tenure and her/his tenure shall not be forfeited.

Section 10.6. Creation of Full-time Positions

In order to develop stable staff and ensure that the goal of quality teaching/service is maintained, the Board agrees that the adjunct faculty to full-time faculty ratio of approximately two to one shall continue to serve as its guide to the extent that financial resources permit.

ARTICLE XI

SENIORITY AND REDUCTION IN FORCE

Section 11.1. Definition of Seniority

- A. Seniority is defined as the length of a faculty member's continuous MCC full-time service or half-time job sharing service (Section 10.5.). Such service shall be computed from the first day of employment in which duties are performed. If two or more faculty members begin full-time employment on the same day, then such service shall be computed from the date on the initial contract of employment.
- B. If seniority between two (2) or more faculty members is found to be the same, the faculty member with the most classes taught (semesters worked for Counselors and Librarians) during all MCC service over the three years prior to being hired full-time shall be deemed senior, and if still the same, such identical seniority shall be resolved by the flip of a coin.
- C. Unpaid leaves (Section 13.2.) of more than one semester's duration shall not be included in the computation of seniority, and shall not interrupt continuous full-time employment Sponsored Professional Development Leaves (Section 13.1.) shall be included in the computation of seniority.
- D. Seniority exists for the single purpose of a faculty reduction in force should the Board of Trustees determine that a reduction is necessary. Such reduction would take place based upon the seniority definition (Section 11.1.) and the process identified in Section 11.4.
- E. Seniority has nothing to do with, nor can it be considered, in situations such as determining benefits or assigning classes to be taught, class schedules, classroom assignments, availability of equipment or supplies.

Section 11.2 Determination of Seniority

- A. An Institutional Seniority List for Reduction in Force shall be compiled and posted electronically on an annual basis by September 1 by the Office of Human Resources. This list shall show the number of years of continuous service for each tenured faculty position by academic department (as defined by Section 9.10.) and institutional seniority rank as defined in Section 11.1.
- B. After consultation with tenured faculty, the department chair shall provide a Discipline Seniority List. The Association will provide to the CAO a compiled Discipline Seniority List by November 1st based on the provided Institutional Seniority List.

A tenured faculty member shall be included on the Discipline Seniority List for the discipline for which he/she was hired except for the following occurrences:

1. If a faculty member was hired to teach in more than one discipline, the tenured faculty member shall maintain seniority within each discipline.
 2. A faculty member who has changed to a newly created discipline shall be included in that discipline's seniority list and shall also remain on the seniority list for the prior discipline for 3 years following the change. If a faculty member changes disciplines, the initial date of full-time employment as established by the Institutional Seniority List shall remain as the faculty member's start date.
 3. A faculty member may submit a request to the executive dean to be assigned to teach or work in an additional discipline in which they meet minimum qualifications. The faculty member who has taught at least 15 contact hours within the previous 5 years and is qualified to teach at least 2 courses shall be included on the Discipline Seniority List for said discipline.
- C. Newly-tenured faculty shall be added to the next published Institutional and Discipline Seniority lists following the attainment of tenure.
- D. The Institutional and Discipline Seniority lists will be approved by the Board of Trustees and electronically post by January 1st.
- E. The Institutional and Discipline Seniority lists shall be effective immediately upon Board approval.
- F. The annually approved Institutional and Discipline Seniority lists shall be considered a current and applicable addendum to the CBA.

Section 11.3. Seniority Upon Return to Bargaining Unit

If a faculty member is appointed by the Board to an administrative position within the College and outside of the bargaining unit and is subsequently returned to the bargaining unit by the Board, the faculty member shall be placed on the salary schedule in the cell she/he would have been in had she/he remained in the faculty instead of moving to administration. Further, such placement shall take into account advanced placement credit as stipulated in this contract.

If a faculty member is appointed by the Board to a non-administrative position within the College and outside of the bargaining unit and is subsequently returned to the bargaining unit by the Board, the faculty member shall be placed on the salary schedule in the cell she/he left to move into the subsequent position plus one-half (1/2) the time employed by the College outside the bargaining unit.

Section 11.4. Reduction In Force

If the Board, at its sole discretion, determines that it is necessary to institute a reduction in force of tenured faculty members, the procedure will be as follows:

- A. Reduction in force will be implemented departmentally according to enrollment trends in a particular content area.
- B. Part-time faculty members shall be laid off before full-time faculty members, provided the full-time faculty member otherwise subject to reduction-in-force meets the minimum qualifications (Section 10.4.) for each of the content areas taught by the part-time faculty member. Further, if it is determined that the full-time faculty member subject to reduction-in-force does not meet the minimum qualifications under Section 10.4. for the content areas taught by the part-time faculty member, the affected faculty member shall be offered the opportunity to take an appropriate Sponsored Professional Development leave in order to complete a retraining action plan approved by the CAO to specifically update her/his qualifications in conformity with current College degree requirements for that program area. This leave shall be taken during the first semester or through the entire year in which the reduction in force would occur. The leave will not count against the application time limits established under Section 13.1.
- C. Non-tenured faculty members shall be laid off before tenured faculty members, provided the tenured faculty member otherwise subject to reduction-in-force meets the minimum qualifications (Section 10.4) for each of the subject areas taught by the non-tenured faculty member.
- D. In the event of the reduction of force of tenured faculty members, seniority (Section 11.2. B) shall govern. A tenured faculty member shall be retained as long as there are enough courses/services for the faculty member to meet load requirements, provided he/she is qualified across all assigned disciplines.
- E. The affected faculty member shall receive written notice as soon as possible, but not later than March 15. The written notice shall include a statement of honorable discharge due to reduction in force.
- F. If the Board increases the number of faculty members employed, reinstates a position that has been discontinued, or decides to fill a full-time vacancy that subsequently occurs, the Board shall first offer reemployment to faculty members laid off in the reverse order of layoff, provided they are determined to be qualified to hold such position. A faculty member shall have the right to reemployment pursuant to the provisions of this Article for a period not to exceed twenty-four (24) months from the date of the faculty member's layoff.
- G. Notice of recall shall be sent to the faculty member by certified mail (return receipt requested) to the last address submitted to the College by the faculty member. Failure

of the faculty member to affirmatively respond to such notice within fourteen (14) business days of its receipt or within twenty (20) business days of its mailing, whichever is less, shall result in termination of the faculty member's right to recall hereunder.

However, in the event a vacancy occurs within thirty (30) business days of the start of the semester, notice of recall shall be sent to the faculty member by certified mail (return receipt requested) to the last address submitted to the College by the faculty member. The notice shall include a telephone number of an appropriate administrator in order to facilitate an immediate response. Failure of the faculty member to affirmatively respond to such notice within five (5) business days of its receipt or eight (8) business days of mailing, whichever is less, shall result in termination of the faculty member's right to recall hereunder.

The Association President or her/his designee shall be notified of such recall when the notice of recall is mailed to the faculty member.

Section 11.5. Termination of Seniority

Seniority shall terminate if a faculty member resigns, is terminated, or retires.

Failure of the faculty member to affirmatively respond to a notice of recall (Section 11.4. G) shall result in termination of the faculty member's seniority. It shall be the responsibility of any laid off faculty member to advise the Office of Human Resources in writing of her/his latest address.

Failure to return from an approved leave of absence at its expiration, or an approved extension, shall result in termination of the faculty member's seniority.

Section 11.6. Temporary Full-Time Contract

Those faculty members on temporary full-time contracts shall receive benefits and credit toward seniority and tenure as long as the service has been continuous.

ARTICLE XII

SALARY AND FRINGE BENEFITS

The compensation (salary and fringe benefits) to be paid to faculty members shall be as set forth in the following Sections:

Section 12.1. Faculty Schedule Index Matrix

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

Section 12.2. Salary Schedule Base

The salary schedule base shall be \$47,150 in FY 2017, \$47,200 in FY 2018, \$47,500 in FY 2019.

Section 12.3. Life and Accidental Death & Dismemberment Insurance

Life insurance coverage for each faculty member is \$50,000.

Section 12.4. Health/Major Medical and Dental Insurance

The Board will provide a comprehensive program of health/major medical insurance.

- A. Annual faculty contributions for medical insurance premiums for the duration of this contract shall be:

Twenty-five percent (25%) of the premium costs for major medical, whether Employee Only, Employee Plus One or Employee Plus Family, HMO or PPO

The College is not limited to offering only the above plans, and may make additional options available in consultation with the Insurance Advisory Committee.

In the event that any insurance plan is considered a Cadillac plan according to the Affordable Care Act (ACA), the College has the option to adjust the plan as needed to remove the Cadillac plan status.

- B. Vision and dental insurance will be optional. The employee will pay fifty percent (50%) of the premium costs of the selected optional vision and dental insurance.
- C. Should the total insurance premium costs increase more than fourteen percent (14%) from one year to the next; the employee will pay fifty percent (50%) of the increase over the fourteen percent (14%) for all options selected.
- D. An Insurance Advisory Committee comprised of an equal number of representative

members from the administration, appointed by the College President, Faculty Association, appointed by the Faculty Association President, and Staff Council, appointed by the Staff Council President shall be formed by October 15, 2004. The Insurance Advisory Committee will be charged with reviewing and recommending to the College President changes in the insurance plan that would limit cost increases for medical insurance and/or provide for cost saving alternatives in the plan design of the medical insurance. Any savings that would be generated by changes in the plan design would be shared with the employee on a pro-rated basis based upon their share of the premiums paid. The Insurance Advisory Committee shall not make recommendations that would provide for an increased cost to the plan.

- E. The College will provide flexible spending accounts (FSA) for faculty in compliance with applicable IRS regulations.

Section 12.5. Advance Placement Adjustment

A. Advanced Placement

It is in the best interests of the College, its mission and students, to encourage and support the professional development of faculty. Therefore, the College provides faculty the opportunity to accumulate advanced placement credit which leads to adjustment in salary lane assignment as described in Appendix A. All such crediting is subject to the criteria and procedures outlined in Section 12.7. B and Section 12.7. C.

B. Credits Required for Lane-Advancement

Each time a full-time faculty member obtains fifteen (15) additional credit hours of preapproved course work, the faculty member will advance one lane on the salary schedule as described in Appendix A. One credit hour of advanced placement shall be awarded for:

- 1 credit hour of graduate level course work at an accredited institution of higher education. (Such credit shall be interpreted and applied as traditional credit hours under Sub-section C below.)
- 1 credit hour of MCC coursework from the list of MCC Advanced Placement Approved Courses as periodically reviewed and jointly approved by the Faculty Council and CAO. (Such credit shall be interpreted and applied as non-traditional credit hours under Sub-section C below.)
- 1 1/2 (1.5) Continuing Education Units. (Such credit shall be interpreted and applied as non-traditional credit hours under Sub-section C below.)
- 15 clock hours of non-credit professional development experience directly related to the role of the faculty member. (Such credit shall be interpreted and applied as nontraditional credit hours under Sub-section C below.)
- 133.3 hours of pre-approved related work experience outside MCC. (Such credit shall be interpreted and applied as non-traditional credit hours under Sub-section C below.)

C. Traditional and Non-traditional Credits for Advanced Placement

Faculty may apply a maximum of six (6) hours of non-traditional credits per fifteen (15) credit hours required for an advanced placement adjustment until they obtain their terminal degree. Once obtaining their terminal degree faculty may then use up to nine (9) hours of non-traditional credit towards any fifteen (15) hours of advanced placement adjustment. If a faculty member earns more than six (6) or nine (9) such credit hours before attaining the fifteen (15) credit hour total, the additional non-traditional credit hours may be banked to apply toward future advanced placement.

For purposes of interpretation and application, terminal degrees include any doctorate (e.g. Ph.D., Ed.D., J.D., M.D., Psy.D., etc.) or MFA from a regionally accredited institution of higher education.

For faculty in areas where there is no terminal degree (some occupational areas), appropriate external certification, as mutually agreed by the faculty member and the CAO, will be interpreted to meet the requirement of Lane VII. Under such circumstances, certifications must be actively maintained in order to remain eligible for the nine-hour opportunity.

D. Dissertation Hours Applied To Advanced Placement

No more than fifteen (15) hours of dissertation research/writing credit will be allowed for tuition reimbursement or applied toward advanced placement.

E. Non-specified activities eligible for Advanced Placement upon pre-approval and inclusion in the Faculty Action Plan are:

Presentations at Conferences	15-30 clock hours
Publishing	15-30 clock hours
Musical/Theatrical Performances	15-30 clock hours
Art Exhibits	15-30 clock hours

Clock hours listed are variable and must be determined through discussion between the faculty member and Executive Dean. However, the low end of the range represents the minimum and the high end of the range represents the maximum allowable for any given, single activity. In no case, shall a faculty member be eligible to receive more than a total of 90 contact hours (6 non-graduate credits) for any combination of these types of activities during a given 9-month regular academic year.

1. Conferences and seminars supported through Tuition Reimbursement for Professional Study funds, as identified in Section 12.6. A of the CBA, or supported by a faculty member's personal funds.
2. Recertification training or courses: Testing for recertification is considered part of the faculty member's professional responsibility and, while testing fees will be supported by the College, the testing process, repeated test preparation training and/or coursework are not eligible for advanced placement.

F. Timeframe for Required Reporting

To receive advanced placement credit, the faculty member must submit a copy of the course completion report (i.e., grade or activity completion report) to the Office of Human Resources within three (3) months of the completion of the course. Submission of course completion reports after three months will render the credit for advance placement null and void, regardless of pre-approval as outlined in Section 12.7. B and Section 12.7. C.

Section 12.6. Tuition Reimbursement

A. Tuition Reimbursement for Professional Study

Faculty members with an approved faculty action plan are eligible to receive \$2,800 for professional development annually. One thousand dollars (\$1,000) of the \$2,800 will be distributed through payroll on the first pay date in October of the academic year. Faculty may apply for the remaining \$1,800 to be used for tuition, course fees and books for preapproved credit based courses from a regionally accredited institution, based on the criteria established in Section 12.7. A faculty action plan must be submitted to their immediate administrative supervisor by May 1 for approval by August 15 to be eligible for any professional development money. It is the faculty member's responsibility to submit their faculty action plan. Any faculty action plan received after May 1 will be rejected and the faculty member will not receive the \$1,000 payroll disbursement or be eligible for any additional money towards preapproved credit based courses from a regionally accredited institution. Approvals prior to the contract have no bearing on future decisions.

For FY 2017, the Faculty Action Plan must be submitted to their immediate administrative supervisor by May 31, 2016, for approval by August 15, 2016, to be eligible for any professional development money.

B. Tuition Reimbursement for McHenry County College Courses

Any full-time faculty member may register for a credit course at McHenry County College. The faculty member shall not be required to pay tuition or fees for such credit course. Eligible dependents of faculty members shall be required to pay tuition upon registration but shall have such tuition and fees reimbursed promptly upon successful completion of the course.

Section 12.7. Tuition Reimbursement/Advance Placement Criteria and Procedures

A. Criterion- Tuition Reimbursement

The College shall provide tuition reimbursement and advanced placement eligibility according to the following criteria:

1. Tuition reimbursement is subject to prior approval and evidence of successful

("C" or better credit courses) completion is necessary. Courses and/or activities considered appropriate for prior approval would be:

- a. Relevant to the role description or professional responsibilities of a faculty/staff member, or
- b. Congruent with areas the College has designated as priorities for development, or
- c. Related to the faculty/staff member's Professional Development Plan as mutually agreed upon by the individual and the College.

B. Criterion- Advance Placement

Advanced placement is subject to prior approval of courses and/or activities requested and will be awarded upon successful completion of approved courses and/or activities according to College policy and in accordance with the guidelines outlined in Section 12.5.

1. Those courses and activities considered appropriate for advanced placement would be:
 - a. Relevant to the role description or professional responsibilities of a faculty member, or
 - b. Congruent with areas the College has designated as priorities for development.

C. Application

As a professional courtesy, applications for tuition reimbursement and advanced placement shall be made a minimum of 5 days in advance except in extenuating circumstances. The employee will be notified by the Office of Human Resources upon receipt of the approval of the tuition reimbursement/advanced placement.

D. Reimbursement and Advanced Placement Actualization

1. To receive reimbursement, the faculty member must submit a copy of the course completion report (i.e., grade, CEU completion report, activity completion report) to the Office of Human Resources within three (3) months of the completion of the course.
2. Effective dates for Advanced Placement shall be in accordance with Section titled Advance Placement Criteria (Horizontal Movement) in Appendix A.

Section 12.8. Number of Pay Periods

All full-time faculty will be paid over a twelve-month period for a total of 26 pay periods.

Section 12.9. Summer/Overload Pay

Overload pay will be time worked in excess of 30 contact hours per contract year for classroom faculty members. Summer Overload Compensation Pay shall be:

\$900.00 per contact hour

Librarian and counselor hourly overload rate:

\$48.25 per hour

Section 12.10. Pay for Individualized Instruction and Independent Study

A faculty member is eligible for an independent study assignment or individualized instruction at the discretion of their immediate supervisor. Independent study and individualized instruction compensation will be calculated at a rate of \$75 per student per contact hour. Faculty members shall not be required to teach an independent study or individualized instruction section.

Section 12.11. Double Sections

- A. In scheduling students, the College will strive to maintain a "normal class size." For purpose of this agreement, "normal class size" is defined in a list mutually agreed upon by the Faculty Association and the College. The list is maintained in the CAO's office.
- B. Where the College designates a class to have the capacity of two times the normal class size, the College will provide additional compensation to faculty assigned to the class in accordance with the following terms:
 1. If the first day enrollment in the class (which has been designated by the College to have twice the normal capacity) is twelve students or more in excess of the normal class size, the faculty member will receive \$1,000 additional compensation;
 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 students in excess of the normal class size, the faculty member will be compensated at a rate of \$75 per additional student beyond the normal class size up to eleven student;
 3. Faculty members eligible for additional compensation under this Section 12.11. shall not receive any additional compensation for any additional students beyond what is prescribed in this paragraph. Faculty members will be limited to teaching only one class per semester which class size is set at twice the normal course capacity.
- C. Section 9.6. A stipulates that faculty load is based solely upon contact hours, additional compensation provided under this Agreement will not contribute to teaching load and

will be paid during the semester in which the large class is taught.

- D. Section 9.6. D provides guidelines for class size including but not limited to providing that double sections are appropriate only for those courses in which extra students can be accommodated without substantial changes to content, instructional methods, or student assignments. In addition, online courses and Self-Paced Online Course (SPOC) will not be offered as double sections.

Section 12.12. Special Initial Placement

It is recognized that situations may arise in which it will be impossible to continue to offer certain programs due to the inability to recruit qualified faculty at normal faculty salaries. In this situation, as the search process is beginning, the Chair of the department in question, in consultation with departmental faculty, may request a special initial placement. The procedure is as follows:

- A. A committee, consisting of three (3) faculty appointed by the Faculty Association and the CAO, shall meet to determine whether a special placement is justified. Whether special placement is justified shall be based on:
 - 1. Review of salary information from business, industry, or the academic world, as appropriate;
 - 2. Whether extraordinary effort has been made to recruit suitable faculty.
- B. If this committee agrees that special placement is justified, they shall communicate their recommendation to the President. If the President approves, the CAO will work with Human Resources to allow the option of special placement for a qualified candidate.
- C. Human Resources is permitted to place a newly-hired faculty member up to four schedule steps higher than would otherwise be warranted under the procedure described in Appendix A Initial Placement Matrix. All future placement and advancement of the faculty member would follow the procedures of this Agreement.

ARTICLE XIII

EXTENDED LEAVE FOR FACULTY

Section 13.1. Sponsored Professional Development Leave

The following guidelines have been adopted for extended leave of faculty:

A faculty member may submit a request to their immediate supervisor for a sponsored leave under the following conditions:

- A. The purpose of the leave shall be for graduate study, research, or other professional development activity.
- B. The duration of the sponsored leave shall not exceed one (1) academic year.
- C. A faculty member may be granted sponsored leave after four (4) years of appointment at the College. If a faculty member should decide to take her/his sponsored leave after four (4) years of appointment at the College, the compensation will be equal to two-thirds (2/3) of the faculty member's full salary for a one (1) semester leave or one-third (1/3) full salary for a two (2) semester leave. If a faculty member should decide to take her/his sponsored leave after six (6) years of appointment at the College the compensation will be equal to the faculty member's full salary for one (1) semester leave or one-half (1/2) full salary for a two semester leave.
- D. A faculty member who teaches in an occupational area of the College's offering can request a sponsored leave for the purpose of accepting employment in an area of industry or business directly related to her/his area of teaching responsibilities. Such a request can be made after the faculty member has completed five (5) years of appointment at the College. If a sponsored leave is granted for the purpose of allowing the faculty member to accept related employment and such employment pays less than the faculty member would be compensated on a full salary at the College for that two-semester period, the College will compensate the faculty member for the difference to a maximum of \$5,000.
- E. Application for sponsored leave must be made by the end of the first term of the academic year preceding the leave year.
- F. Application for sponsored leave must be responded to no later than March 15 of the academic year preceding the leave year. The immediate supervisor is responsible for giving notification in writing to the applicant.

If the request is accepted, the notification will include terms of acceptance including salary arrangements and advance placement credits upon completion of the leave. If the request is rejected, the notification will include reasons for such rejection. Such rejection shall not be made for arbitrary and capricious reasons.

- G. Any full-time faculty member is eligible to apply for a sponsored leave.
- H. Up to five percent (5%) of the faculty may be on leave in any given semester.
- I. The criteria for granting approval for sponsored leave shall include:
 - 1. Tenure. Persons with more tenure as faculty members will be given priority for sponsored leave unless that person has already been granted a prior sponsored leave at which time tenure for sponsored leave purposes is counted from the date of completion of previous sponsored leave. Eligibility for sponsored leave for persons already given sponsored leave is the same as C above except that eligibility is counted from the date of completion of the prior sponsored leave.
 - 2. Purpose of Leave. Priority will be given to persons requesting leave for purposes directly related to their position or responsibilities at the College. Second consideration will be given to those requesting leave for reasons directly related to their academic or vocational field but not necessarily related directly to their immediate responsibilities or position (e.g., degree sought in college administration taken by a faculty member). Third consideration will be given to persons requesting professional leave for other purposes.
- J. Sponsored leaves of absence are to be acted upon by the Board upon recommendation by the President.
- K. A faculty member who completes a sponsored leave must agree to return to the College for one year for each half-year of sponsored leave, or repay the salary and benefits. The foregoing shall be guaranteed by the execution of a promissory note in acceptable legal form. The promissory note shall be filed at the College within thirty working days of Board approval of a sponsored leave. In the event of the death of the faculty member before the completion of the promised period, the note shall be void.
- L. A faculty member who completes a sponsored leave must agree to submit a written report to her/his immediate supervisor outlining her/his accomplishments during the sponsored year and how those accomplishments will affect the member's contribution to the College. The report will be submitted no later than the end of the first semester after returning to the College.
- M. Sponsored leaves accumulate as professional credit and make the recipient eligible for corresponding salary review.
- N. When a faculty member is on a sponsored leave, the faculty member will continue to receive the same fringe benefits that are approved by the Board for faculty members generally.

Section 13.2. Unpaid Leave of Absence

- A. Upon written application of a faculty member to her/his immediate supervisor, the Board may grant leave of absence without pay, upon such terms and conditions as it may set, to a faculty member who has been employed on a full-time basis for two (2) years for up to one (1) academic year for the following purposes:
1. graduate study;
 2. research;
 3. other professional development activity;
 4. personal health or family hardship (See Section 13.4.); or
 5. other purposes as agreed upon between the faculty member and her/his immediate supervisor.
- B. Written application for a leave of absence shall be made by the end of the first term of the academic year preceding the leave year.
- Such leaves shall not be arbitrarily or capriciously denied.
- C. A faculty member on an unpaid leave of absence of more than one (1) semester's duration shall, as a condition of such leave, agree to notify the President or designee of her/his intention to return to service at the College, in writing, prior to December 1, preceding the term in which the faculty member would return. In the event that such written notice is not received by the College by the noted due date, the faculty member's position shall be declared vacant as a consequence of the faculty member having submitted her/his resignation, the faculty member shall be so notified by certified mail thirty (30) working days prior to such determination.
- D. The granting or withholding of leave to any faculty member shall not constitute a precedent with respect to any other faculty member but each request shall be judged on its own merits.
- E. By accepting an unpaid leave of absence the faculty member agrees to make no claim for unemployment compensation during the term of such leave and recess or vacation period immediately preceding or following such leave.
- F. In the event of the unexpected change in a faculty member's need for an unpaid leave (e.g. death of a family member under the faculty member's care, speedier recovery than expected), the faculty member may request cancellation of the unpaid leave and return to work.
- G. The Board may grant unpaid leave deemed appropriate and beneficial to the College by the President and appropriate Executive Dean to faculty members with less than two years full-time service with the College under unusual circumstances. Such leaves shall not be considered in computing employment necessary to attain tenure.
- H. The Board may grant emergency unpaid leave even though the faculty member has not

adhered to all provisions of this Section.

Section 13.3. Association Leave

The Association President and/or the officially designated Association delegate shall be granted a total of up to six (6) working days non-accumulative leave in the aggregate per academic year to attend special meetings and/or conventions of the regional, state, or national affiliate of the Association. Requests for such leave must be submitted in writing as soon as possible to the President who will authorize same in the absence of compelling circumstances requiring the faculty member's presence. An individual who is granted such leave shall have the responsibility to make arrangements for the teaching of her/his classes while on such leave and such arrangements shall be subject to the approval of the President. The Parties agree that no more than two (2) days cited hereinabove may be taken consecutively. In granting or denying Association leaves pursuant to this Section, the chief consideration of the President shall be the maintenance of the high quality of instruction at the College.

The Association agrees to reimburse the College the faculty members salary at the summer/overload rate for Association Leave Days.

Section 13.4. Family Medical Leave Act of 1993 (FMLA)

The College complies with the Family Medical Leave Act of 1993 ("FMLA"), as amended and applicable regulations.

- A. A faculty member who has been employed with the College for a total of twelve months and has worked at least 1,250 hours in the preceding 12 months is eligible for FMLA benefits.
- B. The FMLA entitles an employee up to twelve (12) weeks of unpaid job-protected leave in a 12 month period for the following specified family or medical reasons:
 - 1. For birth and care of the newborn child of the employee;
 - 2. For placement with the employee of a son or daughter for adoption or foster care;
 - 3. To care for an immediate family member (spouse, child, or parent) with a serious condition;
 - 4. To take medical leave when the employee is unable to work because of a serious health condition; or
 - 5. For a "qualifying exigency" arising out of the fact that the employee's immediate family member is on "covered active duty" or call status in the Armed Services of the United States.

The FMLA also provides for up to twenty-six (26) weeks of leave in a 12 month period to care for an immediate family member or next of kin who is a service member with a serious illness or injury and is on covered active duty in the Armed Services of the United States.

- C. Group health insurance coverage will be maintained during any period of this leave

under the same conditions as if the employee continued to work. Upon return from FMLA leave, the employee will be reinstated to the same or equivalent position as held before the leave, with equivalent pay, benefits, and other terms of employment.

- D. A faculty member may request to take unpaid FMLA leave in lieu of paid sick leave. Such request shall not be arbitrarily or capriciously denied.
- E. An intermittent/reduced schedule may be taken when medically necessary to care for a seriously ill family member, a Covered Service Member or because the employee is seriously ill and unable to work. Intermittent/reduced schedule leave may only be taken to care for or bond with a newborn or newly placed adopted or foster care child with the employer's approval and must conclude within 12 months after the birth or placement.
- F. FMLA benefits are administered through the Office of Human Resources and pursuant to administrative procedures. For further information or to apply for such a leave, contact Human Resources.

ARTICLE XIV

ALLOWANCE FOR EMPLOYEE ABSENCE

Section 14.1. Illness

- A. Faculty members shall be allowed, in each year, twelve working days at full pay for the following reasons:
 - 1. personal illness,
 - 2. quarantine at home, or
 - 3. serious illness in the immediate family or household.

- B. Instructors on full-time special assignment in a summer session may utilize the allowance for absence on the same basis as during the nine-month appointment period, although an additional allowance is not made for the summer term.

Section 14.2. Personal Leave

Two working days without loss of pay may be used by the faculty member for personal reasons, including observance of recognized religious holidays of faculty member's faith. Absences for personal reasons and for religious reasons shall be with full compensation upon notification by the faculty member to the faculty member's immediate supervisor. As a professional courtesy, requests for personal leave shall be made a minimum of two (2) days in advance except in the case of an emergency, with consideration of impact on student instruction. Personal leave absences immediately before or after holidays and breaks should be avoided. Requests for personal leave shall not be denied. Absence related to participation in any employment relations dispute shall not qualify hereunder. Personal leave shall not be requested for less than one-half (1/2) day. All unused personal days as accumulated will be transferred to the sick leave account of a faculty member. Such transfer shall not reduce the number of days accumulated sick leave granted. One (1) day per year of accumulated sick leave may be used as an additional personal day. The amount of sick days possible to accumulate is 250 or the current maximum established by SURS, whichever is greater.

Section 14.3. Accumulation of Leave

- A. The Office of Human Resources shall maintain an account of days of allowance for absence for each employee, based upon information reported by her/his immediate supervisor. The new annual allowance shall be posted on each employee's account on September 1 of the year in which the allowance shall apply.

- B. After absence of three working days for personal illness, or as it may deem necessary in other cases, the College may require a physician's certificate as a basis for compensation during leave.

Section 14.4. Sick Leave Pool

The sick leave pool will be administered by the Faculty Association in accordance with the adopted bylaws and regulations of the sick leave pool as established by the Faculty Association. The maximum number of days a faculty member can use from the sick pool is forty (40) days per academic year.

Section 14.5. Jury Duty

Faculty members who serve on jury duty in a Court of Record of the State of Illinois, or a U.S. District Court, shall be compensated in the amount of the difference between per-diem College salary or wages and per-diem jury duty pay.

Section 14.6. Bereavement Leave

In the event of the death of a member of the faculty member's immediate family, the faculty member shall be entitled to a leave of absence for up to a maximum of five (5) working days. The term "immediate family" shall mean the 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 faculty member. In addition, each faculty member may take one 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.

ARTICLE XV

FUTURE PLANNING AUTHORITY ON BUILDING ALTERATIONS

The Faculty Association shall have a permanent voting membership on any committees charged with considering alteration of the existing physical facilities or the construction of new facilities.

The number of members that represent the Faculty Association shall be reasonable.

PRESIDENTIAL AND CHIEF ACADEMIC OFFICER SELECTION COMMITTEES

The Faculty Association shall have a voting membership on any advisory search committee involved with selection of a College President and the CAO. The Board of Trustees Chair and the Faculty Association President will determine fair and reasonable membership on these committees. The President of the McHenry County College Faculty Association shall be one of the faculty members of on these committees.

ARTICLE XVI

ENTIRE AGREEMENT

- A. 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.
- B. 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 or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, both the Board and the Association acknowledge that for the duration of this agreement, neither party is obligated to bargain collectively on any subject or matter, whether referred to or covered in this Agreement or not, even though such topics or matters may not have been considered by either or both parties at the time they negotiated or signed this Agreement.
- D. 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.

ARTICLE XVII

SAVINGS

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 XVIII

AMNESTY PROVISION

- A. The Board of Trustees and the Administration of McHenry County College hereby agree that they 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.

- B. The Board of Trustees and the Administration of McHenry County College further agree that they will not discriminate in regard to hiring, discipline, discharge, promotion, demotion, or assignment; nor 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 XIX

AGENCY SHOP

- 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. of Article VI;
 - 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) 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. of Article VI.
- 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 Article, provided that this Article shall not apply 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 Article.
- 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 president and submitted to the business office by September 1 of each year. 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 pending action.

- E. If a non-member faculty member declares the right of non-association based upon a bona fide religious tenet of 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 mutually agreed upon by the faculty member and the Association. If the faculty member and the Association are unable to reach agreement on the matter, a charitable organization shall be selected from a list established and approved by the Illinois Educational Labor Relations Board in accordance with its rules.

ARTICLE XX

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 engage 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).

Agreed and Attested to Upon Ratification by Both Parties

Date of Ratification by McHenry County College Faculty Association:

4-26-2016

Date of Approval by the Board of Trustees of McHenry County College:

4-28-2016

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

For the McHenry County

Faculty Association:



Signature

MICHAEL K. SMITH

Printed Name

CHAIRMAN, BOARD OF TRUSTEES

Title

4/28/16

Date



Signature

Elaine Whalen
Anne Humphrey

Printed Name

Co-Presidents, Faculty Association

Title

5/2/16

Date

APPENDIX A

FACULTY QUALIFICATIONS FOR FUTURE HORIZONTAL LANE PLACEMENT AND LANE MOVEMENT FACULTY SALARY INDEX MATRIX

The following criteria will be followed regarding initial placement and lane/step movement.

Baccalaureate Faculty Qualifications For Future Horizontal Lane Placement And Lane Movement

Lane I.	Master's Degree in subject area.
Lane II.	Lane I plus fifteen (15) approved advanced placement credits.
Lane III.	Lane II plus fifteen (15) approved advanced placement credits.
Lane IV.	Lane III plus fifteen (15) approved advanced placement credits.
Lane V.	Lane IV plus fifteen (15) approved advanced placement credits.
Lane VI.	Lane V plus fifteen (15) approved advanced placement credits.
Lane VII.	Lane VI plus fifteen (15) approved advanced placement credit and two Master's Degrees or earned terminal degree.
Lane VIII.	Lane VII plus fifteen (15) approved advanced placement credit, and an earned PhD or Ed.D. **

*Degree limitations to movement into Lane VII will begin with start of Fall 2014 semester. Faculty employed by the College prior to Fall 2014 will be placed no lower than their current lane and will continue to receive step increases according to additional years of service accrued.

**Movement into Lane VIII will begin in Fall 2014. Faculty moving into Lane VIII in Fall 2014 will not receive a step movement.

Occupational Faculty Qualifications For Future Horizontal Lane Placement And Lane Movement

Lane I.	Appropriate degree, license, certification or technical experience in subject area or Bachelor's Degree.
Lane II.	Lane I plus fifteen (15) approved advanced placement credits.
Lane III.	Lane II plus fifteen (15) approved advanced placement credits.
Lane IV.	Lane III plus fifteen (15) approved advanced placement credits and a Bachelor's degree.*
Lane V.	Lane IV plus fifteen (15) approved advanced placement credits.
Lane VI.	Lane V plus fifteen (15) approved advanced placement credits.
Lane VII.	Lane VI, plus fifteen (15) approved advanced placement credits and a Master's degree. *
Lane VIII.	Lane VII plus an earned Ph.D. or Ed.D., or a second Master's degree plus thirty (30) approved advanced placement credits. **

*Degree limitations to movement into Lane IV, Lane V, Lane VI and Lane VII will begin with start of Fall 2014. Faculty employed by the College prior to Fall 2014 will be placed no lower than their current lane and will continue to receive step increases according to additional years of service accrued.

**Movement into Lane VIII will begin in Fall 2014. Faculty moving into Lane VIII in Fall 2014 will not receive a step movement.

Advance Placement Criteria (Horizontal Movement)

Advanced placement will result in appropriate lane movement with corresponding salary increases. Advance placement completed in the fall semester will take effect in the year earned. Advance Placement completed in the spring semester will take effect for the spring semester with the effective increase paid over the number of pay periods remaining in the academic year.

In all cases, all paperwork must be turned in by the last day of the summer before the advanced placement takes effect with the exception of final grade reports which may be received no later than 30 business days after the start of the Fall semester. Beginning in FY 2015 faculty will receive a \$750 bonus which is not applied to the base salary when all paperwork is complete and approved for lane movement.

Any faculty who makes a horizontal lane advancement and has received a step increase will

move back one step but over one lane. The lane adjustment bonus and any difference in salary must be adjusted and paid in the semester according to the terms above.

Qualifications for advanced placement are:

1. Credit hours of approved coursework as outlined in Section 12.5. of the Contract.
2. Two thousand (2,000) hours of pre-approved related work experience outside MCC equals fifteen (15) advance placement credits.

Individuals receiving advanced placement after one (1) year in a top cell move horizontally only regardless of additional years experience obtained since reaching the top cells.

Horizontal movement at the top cell will generate additional experience possibilities.

Additional Advance Placement

Individuals in Lane VIII who continue to advance professionally under the guidelines of the Contract shall be rewarded for such advancement with a bonus equal to \$3,500. Such bonus shall not be added to their base salary. The number of bonuses received for advance placement shall be limited to one (1) every four (4) years.

Vertical Advancement

Step increases reflect monetary recognition for additional teaching and/or professional experience. Each step represents one year additional teaching and/or professional experience and shall be awarded automatically each year to individuals completing one year of service. If a faculty member advances a lane they do not make a vertical advancement. Faculty members on approved sponsored leaves shall be awarded step increases for the years on such leave. Individuals on unpaid leaves of absence will not be eligible for step increases for the years on unpaid leave.

Initial Placement Matrix

Note: This matrix is used to determine a new full-time faculty member's placement on the approved Salary Schedule. It is indexed to the Salary Schedule to insure consistency in salary administration.

Degree attainment (Columns I - VII) and creditable work experience (Years 1 - 12) serve as the sole bases for determining a new faculty member's placement on the Salary Schedule.

New faculty will be placed on the Salary Schedule in the column appropriate to degree attainment and in the cell, which corresponds most closely to the index value obtained from this matrix.

Years of Creditable Experience:	Degree Attainment						
	I	II	III	IV	V	VI	VII
1	1.00	1.06	1.12	1.18	1.25	1.32	1.37
2	1.02	1.08	1.14	1.20	1.27	1.34	1.41
3	1.04	1.10	1.16	1.22	1.29	1.36	1.43
4	1.06	1.12	1.18	1.24	1.31	1.38	1.45
5	1.08	1.14	1.20	1.26	1.33	1.40	1.47
6	1.10	1.16	1.22	1.28	1.35	1.42	1.49
7	1.12	1.18	1.24	1.30	1.37	1.44	1.51
8	1.14	1.20	1.26	1.32	1.39	1.46	1.53
9	1.16	1.22	1.28	1.34	1.41	1.48	
10	1.18	1.24	1.30	1.36	1.43		
11	1.20	1.26	1.32	1.38			
12	1.22	1.28					

SALARY SCHEDULE INDEX MATRIX

	<u>I</u>	<u>II</u>	<u>III</u>	<u>IV</u>	<u>V</u>	<u>VI</u>	<u>VII</u>	<u>VIII</u>
1	1.00*	1.06	1.12	1.18	1.25	1.32	1.39	1.45
2	1.06	1.12	1.18	1.24	1.31	1.38	1.45	1.51
3	1.12	1.18	1.24	1.30	1.37	1.44	1.51	1.57
4	1.18	1.24	1.30	1.36	1.43	1.50	1.57	1.63
5	1.24	1.30	1.36	1.42	1.49	1.56	1.63	1.69
6	1.30	1.36	1.42	1.48	1.55	1.62	1.69	1.75
7	1.36	1.42	1.48	1.54	1.61	1.68	1.75	1.81
8	1.42	1.48	1.54	1.60	1.67	1.74	1.81	1.87
9	1.46	1.52	1.60	1.66	1.73	1.80	1.87	1.93
10	1.50	1.56	1.64	1.72	1.79	1.86	1.93	1.99
11	1.54	1.60	1.68	1.76	1.85	1.92	1.99	2.05
12		1.64	1.72	1.80	1.91	1.98	2.05	2.11
13			1.76	1.84	1.95	2.04	2.11	2.17
14				1.88	1.99	2.10	2.17	2.23
15					2.03	2.16	2.23	2.29
16					2.07	2.22	2.29	2.35
17						2.26	2.35	2.41
18						2.30	2.41	2.47
19							2.45	2.53
20							2.49	2.59
21								2.63

*Base Salary

SALARY SCHEDULE MATRIX

FY2017

\$47,150	I	II	III	IV	V	VI	VII	VIII
1	\$47,150.00	\$49,979.00	\$52,808.00	\$55,637.00	\$58,937.50	\$62,238.00	\$65,538.50	\$68,367.50
2	\$49,979.00	\$52,808.00	\$55,637.00	\$58,466.00	\$61,766.50	\$65,067.00	\$68,367.50	\$71,196.50
3	\$52,808.00	\$55,637.00	\$58,466.00	\$61,295.00	\$64,595.50	\$67,896.00	\$71,196.50	\$74,025.50
4	\$55,637.00	\$58,466.00	\$61,295.00	\$64,124.00	\$67,424.50	\$70,725.00	\$74,025.50	\$76,854.50
5	\$58,466.00	\$61,295.00	\$64,124.00	\$66,953.00	\$70,253.50	\$73,554.00	\$76,854.50	\$79,683.50
6	\$61,295.00	\$64,124.00	\$66,953.00	\$69,782.00	\$73,082.50	\$76,383.00	\$79,683.50	\$82,512.50
7	\$64,124.00	\$66,953.00	\$69,782.00	\$72,611.00	\$75,911.50	\$79,212.00	\$82,512.50	\$85,341.50
8	\$66,953.00	\$69,782.00	\$72,611.00	\$75,440.00	\$78,740.50	\$82,041.00	\$85,341.50	\$88,170.50
9	\$68,839.00	\$71,668.00	\$75,440.00	\$78,269.00	\$81,569.50	\$84,870.00	\$88,170.50	\$90,999.50
10	\$70,725.00	\$73,554.00	\$77,326.00	\$81,098.00	\$84,398.50	\$87,699.00	\$90,999.50	\$93,828.50
11	\$72,611.00	\$75,440.00	\$79,212.00	\$82,984.00	\$87,227.50	\$90,528.00	\$93,828.50	\$96,657.50
12		\$77,326.00	\$81,098.00	\$84,870.00	\$90,056.50	\$93,357.00	\$96,657.50	\$99,486.50
13			\$82,984.00	\$86,756.00	\$91,942.50	\$96,186.00	\$99,486.50	\$102,315.50
14				\$88,642.00	\$93,828.50	\$99,015.00	\$102,315.50	\$105,144.50
15					\$95,714.50	\$101,844.00	\$105,144.50	\$107,973.50
16					\$97,600.50	\$104,673.00	\$107,973.50	\$110,802.50
17						\$106,559.00	\$110,802.50	\$113,631.50
18						\$108,445.00	\$113,631.50	\$116,460.50
19							\$115,517.50	\$119,289.50
20							\$117,403.50	\$122,118.50
21								\$124,004.50

FY2018

\$47,200	I	II	III	IV	V	VI	VII	VIII
1	\$47,200.00	\$50,032.00	\$52,864.00	\$55,696.00	\$59,000.00	\$62,304.00	\$65,608.00	\$68,440.00
2	\$50,032.00	\$52,864.00	\$55,696.00	\$58,528.00	\$61,832.00	\$65,136.00	\$68,440.00	\$71,272.00
3	\$52,864.00	\$55,696.00	\$58,528.00	\$61,360.00	\$64,664.00	\$67,968.00	\$71,272.00	\$74,104.00
4	\$55,696.00	\$58,528.00	\$61,360.00	\$64,192.00	\$67,496.00	\$70,800.00	\$74,104.00	\$76,936.00
5	\$58,528.00	\$61,360.00	\$64,192.00	\$67,024.00	\$70,328.00	\$73,632.00	\$76,936.00	\$79,768.00
6	\$61,360.00	\$64,192.00	\$67,024.00	\$69,856.00	\$73,160.00	\$76,464.00	\$79,768.00	\$82,600.00
7	\$64,192.00	\$67,024.00	\$69,856.00	\$72,688.00	\$75,992.00	\$79,296.00	\$82,600.00	\$85,432.00
8	\$67,024.00	\$69,856.00	\$72,688.00	\$75,520.00	\$78,824.00	\$82,128.00	\$85,432.00	\$88,264.00
9	\$68,912.00	\$71,744.00	\$75,520.00	\$78,352.00	\$81,656.00	\$84,960.00	\$88,264.00	\$91,096.00
10	\$70,800.00	\$73,632.00	\$77,408.00	\$81,184.00	\$84,488.00	\$87,792.00	\$91,096.00	\$93,928.00
11	\$72,688.00	\$75,520.00	\$79,296.00	\$83,072.00	\$87,320.00	\$90,624.00	\$93,928.00	\$96,760.00
12		\$77,408.00	\$81,184.00	\$84,960.00	\$90,152.00	\$93,456.00	\$96,760.00	\$99,592.00
13			\$83,072.00	\$86,848.00	\$92,040.00	\$96,288.00	\$99,592.00	\$102,424.00
14				\$88,736.00	\$93,928.00	\$99,120.00	\$102,424.00	\$105,256.00
15					\$95,816.00	\$101,952.00	\$105,256.00	\$108,088.00
16					\$97,704.00	\$104,784.00	\$108,088.00	\$110,920.00
17						\$106,672.00	\$110,920.00	\$113,752.00
18						\$108,560.00	\$113,752.00	\$116,584.00
19							\$115,640.00	\$119,416.00
20							\$117,528.00	\$122,248.00
21								\$124,136.00

FY2019

\$47,500	I	II	III	IV	V	VI	VII	VIII
1	\$47,500.00	\$50,350.00	\$53,200.00	\$56,050.00	\$59,375.00	\$62,700.00	\$66,025.00	\$68,875.00
2	\$50,350.00	\$53,200.00	\$56,050.00	\$58,900.00	\$62,225.00	\$65,550.00	\$68,875.00	\$71,725.00
3	\$53,200.00	\$56,050.00	\$58,900.00	\$61,750.00	\$65,075.00	\$68,400.00	\$71,725.00	\$74,575.00
4	\$56,050.00	\$58,900.00	\$61,750.00	\$64,600.00	\$67,925.00	\$71,250.00	\$74,575.00	\$77,425.00
5	\$58,900.00	\$61,750.00	\$64,600.00	\$67,450.00	\$70,775.00	\$74,100.00	\$77,425.00	\$80,275.00
6	\$61,750.00	\$64,600.00	\$67,450.00	\$70,300.00	\$73,625.00	\$76,950.00	\$80,275.00	\$83,125.00
7	\$64,600.00	\$67,450.00	\$70,300.00	\$73,150.00	\$76,475.00	\$79,800.00	\$83,125.00	\$85,975.00
8	\$67,450.00	\$70,300.00	\$73,150.00	\$76,000.00	\$79,325.00	\$82,650.00	\$85,975.00	\$88,825.00
9	\$69,350.00	\$72,200.00	\$76,000.00	\$78,850.00	\$82,175.00	\$85,500.00	\$88,825.00	\$91,675.00
10	\$71,250.00	\$74,100.00	\$77,900.00	\$81,700.00	\$85,025.00	\$88,350.00	\$91,675.00	\$94,525.00
11	\$73,150.00	\$76,000.00	\$79,800.00	\$83,600.00	\$87,875.00	\$91,200.00	\$94,525.00	\$97,375.00
12		\$77,900.00	\$81,700.00	\$85,500.00	\$90,725.00	\$94,050.00	\$97,375.00	\$100,225.00
13			\$83,600.00	\$87,400.00	\$92,625.00	\$96,900.00	\$100,225.00	\$103,075.00
14				\$89,300.00	\$94,525.00	\$99,750.00	\$103,075.00	\$105,925.00
15					\$96,425.00	\$102,600.00	\$105,925.00	\$108,775.00
16					\$98,325.00	\$105,450.00	\$108,775.00	\$111,625.00
17						\$107,350.00	\$111,625.00	\$114,475.00
18						\$109,250.00	\$114,475.00	\$117,325.00
19							\$116,375.00	\$120,175.00
20							\$118,275.00	\$123,025.00
21								\$124,925.00

APPENDIX B

EVALUATION PROCESS FOR NON-TENURED FACULTY

Introduction

Selection and appointment to a full-time faculty position at McHenry County College acknowledges that the successful candidate has been determined to possess the potential, in terms of professional skills and personal qualities, for becoming a quality addition to the College's tenured faculty. The awarding of tenure by the Board of Trustees signifies that the potential recognized at the time of initial appointment has, during a three-year probationary period, been satisfactorily realized and is well documented through established administrative evaluation processes.

A lack of consistent evidence, as documented through on-going evaluation processes, verifying that the noted potential has been ineffectively translated into quality performance as a faculty member at McHenry County College, will result in a decision to recommend that the Board of Trustees not award tenure status. This recommendation may result in a one-year extension of the probationary period to allow sufficient time for the successful completion of a specified remediation plan or in a decision to not rehire.

Evaluation Process

For purposes of determining a non-tenured faculty member's ability and/or willingness to translate her/his initial qualifications into a competency level judged by the College to be necessary for achieving tenured status, the following administrative evaluation processes will be employed:

I. Initial Appointment Period

- A. Every effort will be made by the Office of Academic and Student Affairs to recommend for appointment to full-time faculty positions only candidates who meet or exceed established standards for the particular positions, as delineated in the publication minimum "Qualifications for Full-Time Faculty Positions at McHenry County College."

In those exceptional circumstances where a qualified candidate is not available, the successful appointee's initial employment contract will list specific deficiencies which will need to be corrected within the probationary period. Successful completion of minimum qualification deficiencies will enable the faculty member to become eligible for tenure consideration.

- B. In cooperation with her/his Executive Dean or supervisor, the new faculty member will complete the College adopted faculty "Action Plan" at the outset of his/her service with the College. The attached "Action Plan" addresses the following areas:
 - 1. Instructional and Professional Development Goals (including minimum

- qualifications, deficiencies, if any);
- 2. Strategies;
- 3. Support Needed;
- 4. Target Dates; and
- 5. Mid-Year and End of Year Reviews.

A standardized form will be utilized for this purpose.

II. Each Year of the Probationary Period (Formative/Developmental)

A. General Classroom (or Program Equivalent) Visit.

1. The Executive Dean or supervisor will conduct a minimum of two pre-arranged class visits per semester. The purpose of the visits is observing and documenting performance in all teaching components, i.e., classroom, lab, etc., with the goal of improving the instructional process. The following will be regarded:
 - a. Organization;
 - b. Scholarship;
 - c. Presentation; and
 - d. Classroom relationships.

A standardized form will be utilized for this purpose.

NOTE: With regard to counselors and librarians, instructional components relevant to their specialized roles may be substituted for any of the above, with the consent of the instructor and Executive Dean or supervisor.

2. The involved administrator(s) will meet with the faculty member within one week of each class visit to:
 - a. Review observations, with particular attention given to discussing observed strengths and weaknesses; and
 - b. Offer specific written suggestions designed to aid the instructor in overcoming identified written deficiencies, if any, and to build upon noted strengths.

B. Informal Assessment and Planning Conferences.

The Executive Dean or supervisor will meet following the first semester of each academic year with her/his non-tenured instructors for the following purposes:

1. Review progress made on priorities included in the individual's "Action Plan";
2. Summarize and discuss student perceptions of instructor effectiveness, as reflected in the Student Evaluation Instruments completed during the semester;
3. Update, as appropriate, personal/professional development goals reflected in the individual's "Action Plan".

Upon conclusion of the conference, the Executive Dean or supervisor will prepare a written summary of the conference, with a copy forwarded to the involved faculty

member for reference purposes.

C. Annual Evaluation Conference

Near the end of each academic year, the Executive Dean or supervisor will meet with each non-tenured faculty member for the following purposes:

1. Present for discussion and planning purposes a synthesis of performance information developed and compiled throughout the year. This information will be reflected in a completed Administrative Evaluation Instrument prepared by the Executive Dean or supervisor;
2. Review the instructor's completed Self Evaluation Instrument, giving particular attention to discussing any areas where major perceptual differences are apparent;
3. If not sufficiently accounted for in the Administrative Evaluation Instrument, review accomplishments and/or progress made in completing her/his "Action Plan";
4. Review out-of-class performance indicators, including:
 - a. Demonstrated commitment to the mission and goals of the College;
 - b. Demonstrated interest in promoting the continued improvement of program quality; and
 - c. Demonstrated ability/willingness to become a contributing and productive team member.
5. Provide the instructor assistance in formulating an updated "Action Plan" relating to continued personal and professional development for the following academic year.

III. Unsatisfactory Performance Plan - Any given time within the probationary period.

On those occasions where standard evaluation processes indicate that the instructor appears to be experiencing serious difficulty in her/his professional role at the College, the following additional administrative evaluative processes will be utilized:

A. In Class Performance

1. Agreement on the Problem
 - a. Develop a Remediation Plan to address such items as:
 - i. Changes to be made;
 - ii. Suggested methods for accomplishing the changes to be made include:
 - a. use of mentors;
 - b. peer observations;
 - c. video-taping presentations;
 - d. College conferences;
 - e. administrative observation;
 - f. third party observation
 - g. staff development assistance; and

- h. additional formal study;
 - iii. Establishment of a timetable for changes to be made;
 - iv. An explanation of the importance of accomplishing all of the changes to be made stressing that failure to accomplish these goals may result in a Board issued Notice to Remedy; and
 - v. A commitment by the administrator to make every effort possible to support the changes to be made.
- b. Focused Class Visits
1. The Executive Dean or supervisor will conduct one or more unannounced follow-up visits, following the review of earlier observed classroom deficiencies. The primary purpose of the follow-up visit(s) is to assess progress made on previously discussed deficiencies.
 2. Within one week of each visit, the Executive Dean or supervisor will meet with the involved faculty member to review observation results. If substantive progress has been observed, strong encouragement and support to continue will be provided. The Executive Dean or supervisor will continue to monitor progress during the remainder of the probationary period.
- c. Substantive Progress Made
- Strong encouragement and support to continue will be provided. The Executive Dean or supervisor will continue to monitor progress during the remainder of probationary period.
- d. Insufficient Progress Made
1. The Executive Dean or supervisor will inform the faculty member that a conference will be scheduled with the immediate supervisor for the purpose of considering a recommendation for a Board issued Notice to Remedy. The faculty member and or representatives may be present at this conference.
 2. Conference outcome determined by Executive Dean or supervisor:
 - a. If outcome is positive, faculty member continues in the Remediation Track;
 - b. If outcome is unsatisfactory, the Executive Dean or supervisor will recommend that the Board issue a Notice to Remedy, which will include:
 1. a written summary of findings and concerns;
 2. directed changes to be made;
 3. completion timetable for the directed changes;
 4. suggestions for accomplishing the directed changes; and
 5. an explanation of the importance of accomplishing all of the directed changes.
 3. In the event a Notice to Remedy has been issued, the Executive Dean or supervisor will conduct one or more additional visits to determine whether the directed changes are being made within the established time frame.
 - a. If it is determined that all directed changes have been made within a recommended time frame, strong support and encouragement will

continue to be provided. The Executive Dean or supervisor will continue to monitor performance during the remainder of the probationary period.

- b. If insufficient progress has been observed, whether due to inability or unwillingness to carry out the directed changes, the Executive Dean or supervisor will inform the faculty member that a written recommendation will be forthcoming to:
 1. extend the probationary period for one additional year to allow for the successful completion of requirements specified in the Notice to Remedy.
 2. not issue a contract for re-employment with the College.
- c. If the recommendation is not to rehire, then due process procedures will be followed by the Board of Trustees, prior to a final decision on employment.

2. Disagreement on the Problem

Due process procedures will be followed to determine outcome. Due process will provide findings from activities such as: peer observation; administrative observation; third party observation; staff development assistance, etc.

Outcomes will be:

- a. return to main Probationary Track;
- b. return to Remediation Track.

B. Out-of-Class Performance

1. The Executive Dean or supervisor will conduct one or more conferences, following review of the impact of earlier informal conferences, concerning unacceptable out-of-class performance. The primary purposes of such conferences are to assess progress made in overcoming previously identified deficiencies. If it is determined that substantial progress has been made in correcting the noted deficiencies, strong support and encouragement will continue to be provided. The Executive Dean or supervisor will continue to monitor performance during the remainder of the probationary period.

Out-of-Class Performance areas include:

- a. Commitment to the College's comprehensive mission;
- b. Respect for College policies and procedures;
- c. Involvement in College affairs; and
- d. Professional attitudes and behaviors toward students and peers.

If insufficient progress is observed, the faculty member will be provided a written Notice to Remedy, which will include:

- a. a written summary of findings and concerns;
- b. directed changes to be made;
- c. completion timetable for the directed changes;
- d. an explanation of the importance of accomplishing all of the directed changes.

2. In the event a Notice to Remedy has been issued, the Executive Dean or

supervisor will conduct one or more additional conferences to determine whether the directed changes are being made within the established time frame. If it is determined that all directed changes have been made within the recommended time frame, strong support and encouragement will continue to be provided. The Executive Dean or supervisor will continue to monitor performance during the remainder of the probationary period.

If insufficient progress has been observed, whether due to inability or unwillingness to carry out the directed changes, the Executive Dean or supervisor will inform the faculty member that a written recommendation will be forthcoming to:

- a. Extend the probationary period for one additional year to allow for the successful completion of requirements specified in the Notice to Remedy; and
- b. Not issue a contract for re-employment with the College.

CONCLUSION

Our oft-stated concern for providing students with high quality instructional and academic support demands a commitment of the instructional administration to actively support the continuing evaluation of the development of faculty in a variety of ways. Central to this broad responsibility is an on-going assessment process designed to aid non-tenured faculty in developing performance and skill levels that are of high quality and in keeping with what one would expect of tenured faculty. Through a combination of individual goal setting and review, observation and critiques, and regular conferences, the College's commitment to instructional excellence will be furthered and the instructional administration's commitment to each non-tenured faculty member will be realized. It is to each of these ends that the evaluation process for non-tenured faculty is directed.

APPENDIX C

Department Chair Load Spreadsheet

There will be a department chair for each group of disciplines listed below	Number of Credit Hours in each department coordinated by the department chair times \$2	Number of Full-time faculty and support staff associated with departments times \$125	Number of Part-time support staff associated with departments times \$125	Number of Contact hours taught by adjuncts on the tenth day of enrollment at the beginning of the semester and fifth day of enrollment at the beginning of the second 8 week term times \$20	Number of Transfer disciplines coordinated by the department chairs times \$75	Number of AAS Degrees and Certificates coordinated by the department chairs times \$750	Number of hours labs are in use for the department chair on the tenth day of the semester times \$8.5	Number of offsite locations used by the departments coordinated by the department chair times \$25	Number of hours computer labs are in use for the departments coordinated by the department chair on the tenth day of the semester times \$8.5	Sum of all Columns	Divide pay by overload rate to get the actual number of contact hours their pay is equal to	Agreed upon number of contact hours of reassigned time each department chair will be eligible for per Fall and Spring semester combined.	Agreed upon pay each department chair will be eligible for per Fall and Spring semester combined in place of reassigned time.	Contact hour reassigned time to be distributed in the Summer semester for chair work during supplemental days outside the Fall or Spring semester include summer, intersession and winter break.	Pay For FY2014 and Fall Spring Days	Pay For FY2016 Non-Fall Spring Days	
ENG, RDG	\$ 2,944.20	\$ 1,437.50	\$ -	\$ 7,980.00	\$ 150.00	\$ -	\$ -	\$ -	\$ 3,375.00	\$ 15,886.70	23.51	18.00	12,163.50		3	\$ 2,550	\$ 2,700
SPE, JRN, THE	\$ 1,712.80	\$ 812.50	\$ -	\$ 4,200.00	\$ 225.00	\$ -	\$ 1,122.00	\$ -	\$ -	\$ 8,072.30	11.95	12.00	8,109.00		3	\$ 2,550	\$ 2,700
ART, HUM	\$ 1,562.20	\$ 750.00	\$ 875.00	\$ 7,260.00	\$ 150.00	\$ -	\$ 2,499.00	\$ -	\$ -	\$ 13,096.20	19.38	18.00	12,163.50		3	\$ 2,550	\$ 2,700
SPA, FRE, GER	\$ 734.40	\$ 250.00	\$ -	\$ 2,800.00	\$ 225.00	\$ -	\$ -	\$ -	\$ -	\$ 4,009.40	5.93	6.00	4,054.50		3	\$ 2,550	\$ 2,700
MUS	\$ 521.00	\$ 250.00	\$ 125.00	\$ 4,040.00	\$ 75.00	\$ -	\$ -	\$ -	\$ -	\$ 5,011.00	7.42	7.50	5,068.13		3	\$ 2,550	\$ 2,700
PHI	\$ 1,241.40	\$ 375.00	\$ -	\$ 2,280.00	\$ 75.00	\$ -	\$ -	\$ -	\$ -	\$ 3,971.40	5.88	6.00	4,054.50		3	\$ 2,550	\$ 2,700
AOM,BUS,IBS,MKT,MGT	\$ 1,646.60	\$ 625.00	\$ -	\$ 4,340.00	\$ -	\$ 10,500.00	\$ -	\$ -	\$ 427.50	\$ 17,539.10	25.96	18.00	12,163.50		3	\$ 2,550	\$ 2,700
CIS,DGM	\$ 1,743.40	\$ 750.00	\$ 375.00	\$ 4,460.00	\$ -	\$ 11,250.00	\$ -	\$ -	\$ 4,102.50	\$ 22,680.90	33.56	18.00	12,163.50		3	\$ 2,550	\$ 2,700
IMT,CMT,TWI,DRT,MET	\$ 223.80	\$ 250.00	\$ -	\$ 880.00	\$ -	\$ 6,000.00	\$ -	\$ -	\$ 675.00	\$ 8,028.80	11.88	12.00	8,109.00		3	\$ 2,550	\$ 2,700
FRS,EMS,EMT	\$ 872.20	\$ 125.00	\$ -	\$ 3,580.00	\$ -	\$ 4,500.00	\$ -	\$ 350.00	\$ -	\$ 9,427.20	13.95	13.50	9,122.63		3	\$ 2,550	\$ 2,700
CJS	\$ 570.40	\$ 250.00	\$ -	\$ 480.00	\$ -	\$ 750.00	\$ -	\$ -	\$ -	\$ 2,050.40	3.03	6.00	4,054.50		3	\$ 2,550	\$ 2,700
ACC	\$ 517.80	\$ 250.00	\$ -	\$ 1,260.00	\$ -	\$ 2,250.00	\$ -	\$ -	\$ 622.50	\$ 4,900.30	7.25	7.50	5,068.13		3	\$ 2,550	\$ 2,700
AMT	\$ 390.00	\$ 375.00	\$ 375.00	\$ 1,560.00	\$ -	\$ 3,000.00	\$ 2,388.50	\$ 200.00	\$ -	\$ 8,288.50	12.27	12.00	8,109.00		3	\$ 2,550	\$ 2,700
NAE	\$ 505.40	\$ 375.00	\$ -	\$ 1,440.00	\$ -	\$ 750.00	\$ 892.50	\$ 400.00	\$ -	\$ 4,362.90	6.46	6.00	4,054.50		3	\$ 2,550	\$ 2,700
CLM,PAS	\$ 230.20	\$ 125.00	\$ -	\$ 1,500.00	\$ -	\$ 1,500.00	\$ 748.00	\$ -	\$ -	\$ 4,103.20	6.07	6.00	4,054.50		3	\$ 2,550	\$ 2,700
ECO/HIS/PLT	\$ 1,660.80	\$ 500.00	\$ -	\$ 3,720.00	\$ 225.00	\$ -	\$ -	\$ -	\$ -	\$ 6,105.80	9.04	9.00	6,081.75		3	\$ 2,550	\$ 2,700
PSY	\$ 1,546.80	\$ 500.00	\$ -	\$ 1,920.00	\$ 75.00	\$ -	\$ -	\$ -	\$ -	\$ 4,041.80	5.98	6.00	4,054.50		3	\$ 2,550	\$ 2,700
SOC/ANT	\$ 1,192.20	\$ 625.00	\$ -	\$ 600.00	\$ 150.00	\$ -	\$ -	\$ -	\$ -	\$ 2,567.20	3.80	6.00	4,054.50		3	\$ 2,550	\$ 2,700
ECE/EDU	\$ 390.80	\$ 250.00	\$ 625.00	\$ 540.00	\$ 75.00	\$ 2,250.00	\$ 8.50	\$ 1,000.00	\$ -	\$ 5,139.30	7.61	7.50	5,068.13		3	\$ 2,550	\$ 2,700
HFE	\$ 705.60	\$ 250.00	\$ 1,250.00	\$ 1,840.00	\$ 75.00	\$ 1,500.00	\$ 8.50	\$ 350.00	\$ -	\$ 5,979.10	8.85	9.00	6,081.75		3	\$ 2,550	\$ 2,700
MAT	\$ 4,186.20	\$ 1,375.00	\$ -	\$ 7,700.00	\$ 75.00	\$ -	\$ -	\$ -	\$ 247.50	\$ 13,583.70	20.10	18.00	12,163.50		3	\$ 2,550	\$ 2,700
EAS,GEG,GEL	\$ 1,084.20	\$ 500.00	\$ 125.00	\$ 1,120.00	\$ 225.00	\$ -	\$ 1,453.50	\$ -	\$ 67.50	\$ 4,575.20	6.77	7.50	5,068.13		3	\$ 2,550	\$ 2,700
CHM, PHY, EGR	\$ 695.40	\$ 125.00	\$ 125.00	\$ 3,540.00	\$ 225.00	\$ -	\$ 1,224.00	\$ -	\$ 112.50	\$ 6,046.90	8.95	9.00	6,081.75		3	\$ 2,550	\$ 2,700
BIO	\$ 1,344.80	\$ 875.00	\$ 375.00	\$ 3,600.00	\$ 75.00	\$ -	\$ 2,758.25	\$ -	\$ -	\$ 9,028.05	13.36	13.50	9,122.63		3	\$ 2,550	\$ 2,700
HRT	\$ 243.60	\$ 125.00	\$ 250.00	\$ 900.00	\$ -	\$ 4,500.00	\$ 680.00	\$ 125.00	\$ 600.00	\$ 7,423.60	10.99	10.50	7,095.38		3	\$ 2,550	\$ 2,700

Non-Unit Adjunct Faculty Peer Evaluation

Adjunct Faculty:	Course:
Department Chair:	Semester:

The adjunct-faculty member to be assessed should provide copies of the required documents specified below and any additional items agreed upon between the adjunct-faculty member and the department chair. The purpose of this assessment is to ensure that the content delivered in the assigned course meets professional standards of the discipline and the College.

I. Required Documents and Department Chairs Detailed Comments

A. Syllabus

Comments:

B. Instructional methods used

Comments:

C. Assessment tool (e.g. unit tests, assignment, quiz, lab report, project)

Comments:

II. Department Chair Summary

I have reviewed the required documents and find the content delivered by the instructor on assigned courses to be (check one):

equal to (or) less than professional standards of the discipline and the College.

Department Chair Signature/Date

Department Chair Evaluation Form

Evaluation is to be completed by the end of the spring semester.

Circle one of the following for each category. Provide comments if appropriate.

NI – Needs Improvement ME – Meets Expectations EE – Exceeds Expectations

Prepare Schedule(s): NI ME EE

Comments:

Participate in Faculty Staffing Process: NI ME EE

Comments:

Manage Curriculum: NI ME EE

Comments:

Communication and Coordination of Projects: NI ME EE

Comments:

Marketing and Promotion: NI ME EE

Comments:

Manage the Budget: NI ME EE

Comments:

Maintain Labs, Equipment and Supplies: NI ME EE

Comments:

APPENDIX D

PROGRESSIVE DISCIPLINE PROCESS FOR TENURED FACULTY

Introduction

It is the intent of McHenry County College to foster optimum performance and otherwise assist faculty in the accomplishment of their professional responsibilities. Similarly, as a member of a profession that subscribes to a Code of Ethics, each faculty member is assumed to be personally committed to high performance and active participation in the life of the College community.

Upon the determination of the College that a serious problem exists, the informal assistance of the Faculty Association will be sought, as provided in Article VI, Section 6.2. B of the Agreement. Through its good offices, the Faculty Association will be asked to assist in the timely resolution of the problem through the use of appropriate peer guidance activities; these may include (but are not necessarily limited to) consultation, formal meeting(s), mentoring assistance, and observation with feedback. The provision of such informal assistance is recognized as being separate from and unrelated to a decision by the College to initiate formal disciplinary processes. The Faculty Association agrees to provide written notification of its disposition of a College request for peer guidance assistance within one week of receipt of the request. Further, respecting the privacy rights of all individuals, the College shall seek to preserve confidentiality regarding identified faculty problems and resulting disciplinary actions.

Recognizing that the preferred outcome of the progressive disciplinary process is permanent positive change in the performance/behavior brought to the involved faculty member's attention, several steps of increasing severity will be utilized. These steps are:

Step 1: Formal Oral Warning:

- A. Issued in conference with the faculty member by her/his immediate supervisor, the oral warning is used to:
 - 1. formally present/define the problem at hand;
 - 2. convey the expectation that the faculty member will take the step(s) necessary to rectify the problem within a prescribed time period; and
 - 3. describe the methods for assessing compliance. The information presented in conference will be summarized in written memorandum form within two (2) days of the conference, with copies provided to the faculty member and placed in her/his personnel file.

- B. At or about the completion of the time period provided for in the oral warning, a conference will be held with the faculty member to ascertain whether all expectations set forth in the warning have been met. If the identified problem is resolved as expected, the problem and outcome will be documented in writing, placed in the faculty member's personnel file for a period of three (3) years*, with the progressive disciplinary process completed.

*Assumes peer guidance assistance was accepted and no reoccurrence during the three (3) year period.

Step 2: Written Reprimand:

- A. If the serious problem remains unresolved, a written reprimand will be presented to the involved faculty member in conference with the area Executive Dean and/or CAO. In it will be specified 1.) the nature of the problem; 2.) a summary of prior efforts made on behalf of the College to resolve it; 3.) a listing of the directed change(s) to be made; 4.) the time period prescribed for that purpose; and 5.) a summary of methods for assessing compliance. The written reprimand will become a part of the faculty member's personnel file for a period of seven (7) years**. Depending upon the nature of the problem, the written reprimand may also be accompanied by a suspension, in accordance with the provisions for such as specified within the Agreement.
- B. At or about the completion of the time period provided for in the written reprimand, a conference will be held with the faculty member to ascertain whether all directed changes set forth in the reprimand have been met. If the identified problem is resolved as directed, the outcome will be documented in writing, attached to the written reprimand and placed in the faculty member's personnel file for a period of seven (7) years, with the progressive disciplinary process completed.

Step 3: Notice to Remedy:

- A. If the serious problem remains unresolved, a written Notice to Remedy will be drawn-up by the President, presented to the Board of Trustees for action, and, if approved, will be formally issued to the involved faculty member. Depending upon the nature of the problem, the Notice to Remedy may also be accompanied by a suspension, in accordance with the provisions for such as specified within the Agreement. The Notice to Remedy will include:
 - 1. a detailed history of the continuing problem;
 - 2. a chronicle of informal and formal administrative efforts to resolve the problem;
 - 3. a detailed specification of what is to be remedied, including the timeframe for doing so;
 - 4. methods for assessing compliance; and
 - 5. a clear explanation of the consequences for noncompliance.The Notice to Remedy will be issued upon Board resolution served both in-person and by certified mail and will become a permanent part of the faculty member's personnel file.
- B. At or about the completion of the time period provided for in the Notice to Remedy, a conference will be held with the faculty member to ascertain whether all requirements set forth in the notice have been met. The outcome will be documented in writing and become a permanent part of the faculty member's personnel file. If the documentation shows that the problem has been resolved, as specified in the notice to remedy, the progressive disciplinary process will stop. If the documentation shows that the terms of

the Notice to Remedy have not been fulfilled, a formal recommendation for dismissal will be prepared for Board of Trustee action.

Though the above progressive discipline process will be suitable for resolving most serious problems, extraordinary misconduct may, at the discretion of the President, warrant suspension of the process in favor of an immediate dismissal hearing. Examples of serious misconduct that may necessitate such action include but are not limited to the following:

1. Intentional falsification of credentials and/or College records.
2. Conviction of a felony or misdemeanor for a criminal violation that would impact upon the faculty member's ability to perform her/his job (such as theft of college property and possession, use or sale of illegal drugs on College property).

Note #1: Extenuating circumstances, beyond the direct control of the faculty member, may occur within any step of the progressive disciplinary process. Fair consideration will be given to extending the prescribed time periods in such circumstances.

Note #2: Step 1 and/or Step 2 of the progressive discipline process will be waived upon repetition of the original/similar serious problem within the time period(s) in which documentation pertaining to the original problem is retained in the faculty member's personnel file.

Note #3: As specified by the Agreement, the faculty member has the right to Association representation, upon request, at any disciplinary meeting.

Note #4: Implementation and Compliance/noncompliance with the expected/directed changes presented in the disciplinary steps shall be documented in writing.

APPENDIX E

ILLINOIS COMMUNITY COLLEGE TENURE ACT

This statute is reproduced herein as a convenience to faculty. It is agreed by the Board and the Association that it is not included as part of the collective bargaining agreement between the parties.

805/3B-2 Tenure

§ 3B-2. Tenure. Any faculty member who has been employed in any district for a period of 3 consecutive school years shall enter upon tenure unless dismissed as hereinafter provided. However, a board may at its option extend such period for one additional school year by giving the faculty member notice not later than 60 days before the end of the school year or term during the school year or term immediately preceding the school year or term in which tenure would otherwise be conferred. Such notice must state the corrective actions which the faculty member should take to satisfactorily complete service requirements for tenure. The specific reasons for the one-year extension shall be confidential but shall be issued to the teacher upon request. The foregoing provision for a three-year period and optional one-year extension shall not be construed to interfere with or abrogate local board rules or contracts which now or hereafter may provide for a lesser period of service before entering upon tenure. A tenured faculty member shall have a vested contract right in continued employment as a faculty member subject to termination only upon occurrence of one or more of the following:

- a. Just cause for dismissal; or
- b. A reduction in the number of faculty members employed by the board or a discontinuance of some particular type of teaching service or program.

Laws 1965, p. 1529, § 3B-2, added by P.A. 81-1100, § 1, eff. Jan. 1, 1980.

Formerly Ill.Rev.Stat.1991, ch. 122, ¶ 103B-2.

**Acknowledged to be Complete in Language
and
Appropriately Appended**

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

For the McHenry County

Faculty Association:



Signature

MICHAEL K. SMITH

Printed Name

CHAIRMAN, BOARD OF TRUSTEES

Title

4/28/16

Date



Signature

Elaine Whalen
Anne Humphrey

Printed Name

Co-Presidents, Faculty Association

Title

5/2/16

Date