

AGREEMENT

between

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

and

**McHENRY COUNTY COLLEGE
FACULTY ASSOCIATION**

2019-20, 2020-21 & 2021-22

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AGREEMENT

This AGREEMENT is entered into this 27th day of June, 2019, 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", "full-time faculty member" or "instructor" 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, 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 15, 2019, and shall remain in full force and effect until the day proceeding the first faculty employment day in 2022-2023. 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 their 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 their membership in the Association or their participation in negotiations with the Board or to discriminate against any faculty member in their 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 one (1) signed copy 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, and supplies 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 Handbook

The Faculty Handbook is a resource meant to outline procedures and practices of the institution. The handbook reflects agreed upon expectations and standards.

- A. Changes to the Faculty Handbook may happen throughout the academic year for the purpose of maintaining accuracy to existing policies and procedures. Such changes shall be communicated to the faculty through the Academic Council before being made official.
- B. The Faculty Handbook shall be updated through joint effort of the Administration, Academic Council, and the Faculty Association. The Academic Procedures and Practices (APP) committee will be responsible for the initial creation and ongoing editing of the Faculty Handbook.
- C. A copy of the Faculty Handbook 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 (1) 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 their own personnel file during normal business hours. A representative(s) of the Association may be requested to accompany the faculty member to such review. Personal references 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 their contractual duties. Use of the College equipment, materials and resources for this purpose must be approved in advance by the Chief Academic Officer (CAO).

If a faculty member creates an original work on their 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 (2) 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 filed pursuant to Section 8.5.

Section 8.4. Association Representation

- A. Two (2) 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 (CHRO)

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 CHRO and copied to the immediately involved Administrator and the Association President.

B. Step One: CHRO and Immediately Involved Administrator

The CHRO 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 (2) Association Officers and/or the Association Uniserv Representative, the aggrieved faculty member(s), the immediately involved Administrator or appropriate designee, Human Resource Representative and/or legal counsel shall be present at the meeting. The CHRO 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 their 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 their designee shall arrange for a meeting within ten (10) business days of their receipt of the appeal. Two (2) Association Officers and/or the Association Uniserv Representative, the aggrieved faculty member(s), the President or their designee, Human Resource Representative and/or legal counsel shall be present at the meeting. The President or their designee shall have ten (10) business days in which to provide their 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 their 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 (1) 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. No Reprisals

- A. No reprisals of any kind shall be taken by the Board or the Association against any individual because of their participation in this grievance procedure.
- B. All records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

Section 8.8. Scheduling of Grievance Meetings

Should the processing of any grievance require that a faculty member or an Association representative be released from their regular assignment, they 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 their regular assignment.

Section 8.9. 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 10.3.).

- 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. Academic Council

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

A. Mission:

The Faculty have 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 Academic Council is a mechanism by which faculty provide leadership for colleagues, the open and free exchange of ideas, and recommendations to the CAO. The Academic Council shall communicate and coordinate with faculty colleagues and other campus groups to achieve its goals and objectives.

Academic Council goals 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;
4. To provide guidance and leadership for pedagogical and academic/student success policies among colleagues;
5. Participate in maintaining the Faculty Handbook.

B. Membership:

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

1. There shall be eleven (11) faculty serving as voting members of the Academic Council, organized as follows:
 - a. One (1) tenured faculty representative will be elected as a voting member from each Academic Council Unit as described in the Academic Council Units chart provided within the Faculty Handbook.
 - b. Six (6) tenured faculty representatives will be elected from the faculty at-large. No more than three (3) of these members may come from the same Academic Council Unit.
 - c. One (1) of the nine (9) tenured faculty representatives will serve as the Academic Council Chair.
 - d. Two (2) bargaining-unit adjunct faculty may serve on the Academic Council as voting members. If no adjunct faculty are available to serve in this role, the faculty reserve the right to convert the vacant seat(s) to at-large full-time faculty position(s).

Academic Council members will serve three (3) year terms with no more than two (2) consecutive terms of service. Voting practices and policies are stated in the Academic Council Bylaws.

2. One of the elected faculty members will serve as the Academic Council Chair. The Academic Council Chair will be elected by the incoming and continuing members. The Academic Council Chair will receive twelve (12) hours of reassigned time an academic year.

Once elected, the Academic Council Chair will serve as Chair for (1) four (4) year term and must then rotate off of Academic Council for a minimum of one (1) year.

In the third year of the Academic Chair's term, a Chair-Elect will be voted on per the Academic Council bylaws. The Chair-Elect will serve as Vice-Chair for the final year of the Academic Council Chair's term and the first year of the Chair-Elect's term. The Chair-Elect will then serve their remaining three (3) years as Academic Council Chair.

Other positions such as Vice-Chair (when not in a Chair-Elect year), Sergeant-at-Arms, and Secretary may be elected by the Academic Council.

3. There may be up to seven (7) non faculty members serving as voting members of the Academic Council, as appointed by the CAO, to best facilitate the work of the Academic Council.
4. The Academic Council and the CAO may invite additional non-voting resource representatives to provide assistance and support.

C. Standing Committees

Standing Committees are established with the purpose of completing tasks necessary to the development and renewal of curriculum and to support the College. Standing Committee Chairs will regularly report to the Academic Council to provide consistent communication. Academic Council will promote the work of the standing committees. Standing committees may take business to the Academic Council for advisement and discussion.

1. Curriculum Development and Review (CD&R)

Faculty representation on the CD&R Committee must include two (2) faculty from each Academic Council Unit. These six (6) faculty representatives will vote for the CD&R Committee Chair.

The Academic Council Chair will recommend the CD&R Chair of to the CAO for approval. The CD&R Chair 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 the CD&R 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. Academic Procedures and Practices (APP)

Faculty representation on the APP Committee must include two (2) faculty from each Academic Council Unit. These six (6) faculty representatives will vote for the APP Committee Chair.

The Academic Council Chair will recommend the APP Chair to the CAO for approval. The APP Chair 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 the APP Committee include, but are not limited to, the following:

- a. Maintain the Faculty Handbook by keeping it up-to-date and responsive to changing policies and procedures.
- b. Provide a voice for the faculty on academic processes and procedures related to College, catalog, or Board policy.
- c. Provide a voice for the faculty and champion student success initiatives coordinated through Student Affairs.
- d. Work directly with Student Affairs to offer faculty feedback on procedures and practices.

3. Educational Technology (ET)

Faculty representation on the ET Committee must include two (2) faculty from each Academic Council Unit. These six (6) faculty representatives will vote for the ET Committee Chair.

The Academic Council Chair will recommend the ET Chair to the CAO for approval. The ET Chair 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 the ET 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 and communicate faculty needs and concerns related to training and professional development.

4. Assessment Team (AT)

Faculty representation on the AT Committee must include two (2) faculty from each Academic Council Unit. These six (6) faculty representatives will vote for the AT Committee Chair.

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

Voting faculty representatives on the AT Committee will be responsible for tasks associated with implementing and training colleagues. Each voting faculty representative will be given \$1,000 stipend per semester.

The responsibilities of the AT 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 Academic Council and larger faculty body.

5. Faculty Development Team (FDT)

Faculty representation on the FDT Committee must include two (2) faculty from each Academic Council Unit. These six (6) faculty representatives will vote for the FDT Committee Chair.

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

The responsibilities of the FDT 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. Promoting academic dialogue;
- c. Facilitating discussion and planning for all the faculty development initiatives.

6. Ad Hoc Committees

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

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

7. 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 College-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 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 supervisor for review and approval.

Section 9.5. Faculty Schedules

A faculty member's regular work schedule, or other duties, shall be scheduled within a maximum eight (8)-hour workday unless mutually agreed upon by the faculty member and their immediate supervisor. Faculty shall not be required to have less than a twelve (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 four (4) calendar days per week. Faculty must be on campus a minimum of two scheduled hours per day for each of the four (4) calendar days per week.

Exceptions based on curricular need must be approved by the faculty members' immediate supervisor in consultation with the faculty member.

A full-time librarian faculty member's workload shall be scheduled on at least four (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 supervisor in consultation with the faculty member.

A. Teaching Schedule

The Department Chair shall prepare a draft of faculty teaching schedules, based on curricular and student needs, in consultation with faculty members. Faculty schedules shall be reviewed and approved by their immediate supervisor subject to the following:

1. A typical faculty teaching schedule will not exceed three (3) preparations per semester. Faculty members and immediate supervisors may mutually agree for a faculty member to exceed three (3) preparations.
2. Faculty shall teach a minimum of six (6) 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 supervisor.
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 teach the course(s) offered.
4. The typical work week for library faculty shall consist of thirty-five (35) hours per week or seventy (70) hours per two (2) weeks.
5. Faculty members shall consult with their immediate supervisor to resolve scheduling conflicts.

A. Non-teaching Schedule

1. All faculty shall schedule a minimum of three (3) hours for student conferences per week. Of these three (3) hours, one (1) conference hour may be scheduled and held online. The conference hours shall be scheduled to accommodate students.

Student conference hours shall be submitted for review and approval to the faculty members' immediate 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 supervisor.

Faculty shall be on campus two (2) additional flexible hours each week. These hours can be used for student needs, meetings, or committee work.

2. Faculty are full-time educational professionals who are expected to be available for student inquiry, display a willingness and ability to effectively share their expertise with students, colleagues and the broader college community, and a commitment to college service and community engagement, and display professional teamwork. While full-time faculty teaching schedules and conference hours may be limited to certain days and times, full-time faculty members should be available to students, colleagues, and the broader college community as needed during normal business hours, both during regular semesters, and immediately adjacent to semesters.

Special consideration will be given for on campus meeting requests when faculty are not typically present on campus.

3. During the academic year, faculty will reserve Tuesdays from 2:35- 3:50 for meetings.

1st Tuesday – CAO’s Academic Meeting (2:35-3:05) and Department Meeting (3:10-3:50)

2nd Tuesday – All Academic Council Meeting (open to the campus community)

3rd Tuesday – Committee Work and Service to the College*

*3:30-4:20 is reserved for Chair Meetings as needed. Chairs serving on other committees are expected to attend this meeting when called.

5th Tuesday – Special Topics – led by CAO

Faculty must be in attendance during the above-mentioned meetings. Alternative department meeting times may be approved by the faculty member’s immediate supervisor. Unexcused absences for full-time Faculty will result in the charge of one-half (1/2) a personal day.

4th Tuesday 2:35-3:50 will be reserved for Faculty Association meetings. Attendance for this meeting will be managed by the Association.

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

Faculty must be available by email, phone, or face-to-face on the Friday after Faculty Workshop Day to address student needs.

5. Faculty must participate in one (1) commencement per academic year.

Section 9.6. Faculty Load

- A. Faculty are required to teach a total of thirty (30) contact hours during the fall and spring semesters combined. No faculty member shall be required to teach more than eighteen (18) contact hours in a semester.

Librarians work thirty-five (35) hours per week or seventy (70) hours per two (2) weeks during the fall and spring semester.

No faculty member shall be required to teach winter intersession.

- B. A faculty schedule in excess of thirty (30) contact hours in an academic year is considered an overload.

Librarians working hours in excess of thirty-five (35) hours per week or seventy (70) hours per two (2) weeks is considered an overload.

All overloads shall be compensated according to Section 12.8.

- 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. Faculty members may request an association executive board representative to be present at the meeting with the CAO. The President of the Association may request a copy of the signed contracts for their records.
- 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 supervisor, and the chair of the department in which the course is offered.

Section 9.7. Distribution of Overload and Summer Session

- A. Full-time faculty members with satisfactory performance evaluations shall have first priority in the assignment by Administration of overload, summer session, and work schedules.

Librarians with satisfactory performance evaluations shall have first priority in the assignment by Administration of overload summer session, and work schedules. Librarians shall not have priority in the assignment by Administration of overload during Spring Break and Winter Intersession.

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 and summer assignments shall be distributed based on

curricular and student needs as equitably as possible among faculty members who express an interest and who are equally qualified to teach the course(s) offered.

Overload will be paid in the semester taught unless approved to be used to reduce load in another semester within the same academic year.

- B. Faculty fall and spring overload shall be limited to six (6) contact hours per semester. Overloads exceeding six (6) contact hours per fall or spring semester must be approved by the CAO.

Librarian fall and spring overload shall be limited to seven (7) hours per week. Overloads exceeding 112 hours per semester or seven (7) hours per week must be approved by the CAO.

- C. Faculty summer overload shall be limited to nine (9) contact hours. Overloads exceeding nine (9) contact hours per semester must be approved by the CAO.

Librarian summer overload shall be limited to twenty-one (21) hours per week. Overloads exceeding 168 hours per semester or twenty-one (21) hours per week must be approved by the CAO.

- D. Overload pay shall be compensated according to Section 12.8.

Section 9.8. Reassigned Time

The Faculty Association president shall be granted twelve (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 (12) 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 six (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 (6) 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 Appointment and Load

A. Department Chair Appointments

1. The CAO, or appropriate designee, is responsible for the appointment of Department Chairs.
2. Consideration of a Department Chair position will first be given to full-time faculty within the department.
3. No full-time faculty member can be required to serve as department chair.
4. To be appointed as chair, a faculty member must be qualified to teach at least one course in one of the discipline groupings that comprise the department.

B. Department Chair Load

1. The Department Chair load will be determined with the Department Chair Load Calculator in Appendix C.
2. Each academic year during the creation of the upcoming fall schedule the Dean and Department Chair will review the Load Calculation, using the Department Chair Load Calculator (Appendix C).
3. Chairs are encouraged to take at least some of their Department Chair reassigned time as overload. Special consideration will be given by the CAO to approving loads over 140% for the purpose of distributing chair load throughout the year.

C. Changes to the Department Chair Load Calculation and Appeal Process

1. The Department Chair Load Calculator will be used in all instances to change the department chair load.
2. The Administration and/or the Faculty may request a new load calculation in the event of circumstances such as, but not limited to, the following:
 - a. Major shifts in enrollment
 - b. Organizational restructuring and curricular modifications
 - c. Significant changes in duties (ie addition/reduction in lab/studio spaces, new partnerships, changes in off-site locations, etc.)

3. A faculty member may appeal their Load Calculation to their Dean or immediate supervisor. Upon concerns of data accuracy or Load Calculator usage, the faculty member may appeal to the CAO.
4. Any new load calculation will take effect in the next academic year.

D. Department Chair Summer Load

Three (3) credit hours of reassigned time will be distributed in the summer semester for chair work during supplemental days outside fall or spring semester schedules.

E. Special Assignment Chairs

Special Assignment Chairs are those that lead targeted academic-related departments, but do not fall under the same Department Chair Job Description (Appendix C) as Department Chairs. Departments such as Learning Communities, International Studies, Library, and Phi Theta Kappa will be appointed by the CAO or appropriate designee. Load will not be based on the Department Chair Load Calculator, instead it will be decided upon through consultation with the CAO or appropriate designee and the faculty chair with load notification shared to the Association.

- F. 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.

ARTICLE X

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

Section 10.1. Appointments Defined

- A. Individuals appointed to a faculty position are expected to demonstrate and/or exhibit and model:
1. Content expertise and currency within their field.
 2. An increasingly diverse and effective pedagogical skill set that reflects our philosophy as established in the Faculty Handbook.
 3. A willingness and ability to effectively share their expertise with students, colleagues and the broader college community.
 4. Continued professional growth, scholarly engagement and/or creative development.
 5. A willingness and ability to embrace technology within the college environment.
 6. A commitment to college service and community engagement.
 7. Professional behavior and teamwork, while respecting the diversity of values, opinions and backgrounds both inside and outside the classroom environment, including compliance with College policy and procedures.
- B. 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 their duties for the duration of the contract. The College President shall inform probationary faculty of their intent to recommend their professional appointment to the Board not later than sixty (60) days before the end of the academic 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.

- C. 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. Evaluation of Tenured Faculty

Faculty will be evaluated annually. The purpose of the Faculty Evaluation process is to promote the qualities of good faculty as they align with the goals of the college. The criteria, as stated in section 10.1.A, are meant to define a career as a faculty member. The evaluation process seeks to identify patterns of behavior and the development of mutually agreed upon priorities based on faculty skill-set and College need.

The immediate supervisor will meet with the faculty member to develop/update an action plan to span between one (1) and three (3) years. The action plan will be mutually agreed upon by the immediate supervisor and the faculty member and align with the criteria listed in section 10.1.A. The purpose of the action plan is to prioritize the activities of a faculty member, valuing depth of engagement over surface involvement in numerous categories. The action plan should take into account the individual strengths and skills of the faculty member.

A faculty member demonstrating a pattern of not meeting the priorities in the action plan, may be subject to a developmental action plan. The purpose of the developmental action plan is to realign the actions of the faculty member to the criteria listed in section 10.1.A.

Section 10.3. 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 (1) 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 10.4. 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 10.5. 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 immediate supervisor.
- 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 immediate supervisor and/or designee and two (2) 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 immediate supervisor 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 their reasons for doing so (in either case) to the review committee and the requesting group. Their 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 CBA.

Section 10.6. Job Sharing

When two (2) full-time tenured faculty members wish to divide and share the responsibilities of one (1) full-time instructor, the Board may appoint both to a job-sharing assignment upon the recommendation of the appropriate immediate supervisor. These two (2) 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 their 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 their tenure shall not be forfeited.

Section 10.7. 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 (2:1) 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 exists for the single purpose of complying with the Illinois Public Community College Act section 110 ILSC 805/3B-5 as it relates to a faculty reduction-in-force should the Board of Trustees determine that a reduction is necessary. Such reduction would take place based upon this seniority definition and the procedure identified in Section 11.4.
- B. 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, or how the College organizes disciplines.
- C. Seniority is defined as the length of a faculty member's continuous MCC full-time service or half-time job sharing service (Section 10.6.) in any discipline(s) in which a faculty member is appointed to teach. Such service shall be computed from the first day of full-time faculty service in that discipline(s).

Section 11.2 Determination of Seniority

- A. An Institutional Seniority List for reduction-in-force shall be compiled, mutually agreed upon, and posted electronically on an annual basis by November 1. This list reflects each faculty member's seniority date as defined in Section 11.1.
- B. At the start of each academic year, a team shall convene to update the Institutional Seniority List. This team will be comprised of the CAO and designees, Association President, Academic Council Chair, and the Negotiations Chair. Faculty removed from the Institutional Seniority List will be done with mutual agreement with prior notice to the faculty. The Institutional Seniority List for the 2019-2020 academic year will be created by the Faculty and Board Negotiation teams.

A tenured faculty member shall be included on the Institutional Seniority List for each discipline for which they were hired and/or appointed based upon the guidelines below. An appointment, different from an assignment, is recognition from the Administration that a faculty member is considered a full-time faculty member in that discipline.

- 1. Appointment to switch discipline(s)
 - a. If a tenured faculty member is appointed to switch to a different discipline in lieu of a reduction-in-force, the faculty shall lose placement in prior discipline(s).

- b. In the event of a curricular reorganization resulting in course prefix changes, the tenured faculty member will be appointed to the new course prefix(es) in which the tenured faculty member taught in the previous curricular organization, as mutually agreed to by the team previously described in 11.2.B.

2. Appointment to an additional discipline(s)

If a tenured faculty member is appointed to teach in an additional discipline, the faculty shall gain placement in the additional discipline(s) and shall maintain placement in the original discipline(s), for an agreed upon time, based upon the following qualifications:

- a. The faculty maintains currency.
 - i. Currency varies widely by discipline and will be mutually agreed upon between the Administration and the Association prior to placement in the additional discipline.
 - ii. Typical ways to stay current may include:
 - Professional work within the discipline
 - Active engagement with discipline-based organizations
 - Continued professional development or education in the discipline
 - Active engagement in the discipline pedagogy as evidenced through effective teaching within the past three (3) academic years
- b. The faculty meets minimum qualifications.

3. A tenured faculty member will maintain discipline placement on the Institutional Seniority List so long as the faculty member maintains currency and minimum qualifications in that discipline. A faculty member will be notified and given time to remedy a deficiency before being removed from a discipline.

- C. Newly hired faculty shall be added to the next published Institutional Seniority List, noting their status as non-tenured. Following the attainment of tenure, the notification shall be removed.
- D. The annually approved Institutional Seniority List shall be considered an addendum to the CBA.

- E. 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 Librarians) during all MCC service over the three (3) 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 or lot.
- F. Unpaid leaves (Section 13.2) of more than one (1) semester's duration shall not be included in the computation of seniority. Sponsored Professional Development Leaves (Section 13.1) shall be included in the computation of seniority. Interim appointments shall be included in the computation of seniority. Permanent appointments outside of the Association shall not be included in the computation of seniority.

Section 11.3. Seniority upon Return to Bargaining Unit

If a faculty member is appointed by the Board to an interim 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 they would have been in had they remained in the faculty instead of moving to Administration. Further, such placement shall take into account advanced placement credit as stipulated in this CBA.

If a faculty member is appointed by the Board to an interim 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 they 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 10.5.) 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 their 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 10.5) 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 they are 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 re-employment 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 their 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 their 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 \$47,525 in AY 2020, \$47,550 in AY 2021, \$47,575 in AY2022.

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. The Insurance Advisory Committee is composed 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. The committee will meet once a semester at a minimum, with quarterly electronic updates. The Insurance Advisory Committee will:
- Review changes in insurance plans.
 - Review insurance performance.
 - Consider suggestions from insurance brokers regarding how to maximize benefits and/or reduce plan expenses.
 - Recommend insurance plan changes and strategies to the College.
- 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, to encourage and support the professional development related to teaching, methodology, pedagogy, professionalism, and content area of faculty. Therefore, the College provides faculty the opportunity to accumulate Advanced Placement Credits (APC) which leads to adjustment in salary lane assignment as described in Appendix A.

B. Advanced Placement Credits Required for Lane-Advancement

When faculty member completes fifteen (15) Advanced Placement Credits (APCs) of pre-approved professional development activities they are eligible for a lane advancement on the salary schedule. Faculty are limited to one (1) lane change per academic year, but may continue to accrue APCs towards future lane advancements.

C. Advanced Placement Credit Calculations

One (1) Advanced Placement Credit shall be awarded for:

- 1 credit hour of graduate level course work at a regionally accredited institution of higher education. No more than fifteen (15) hours of dissertation research/writing credit will be allowed for tuition reimbursement or applied toward advanced placement.
- 1.5 credit hours of undergraduate 100 level and 200 level coursework at a regionally accredited institution of higher learning.
- 1.25 credit hours of undergraduate 300 level and 400 level coursework at a regionally accredited institution of higher education.
- 4.5 Continuing Education Units (CEUs).
- 133.3 hours of related work experience outside MCC.
- 45 clock hours of non-credit professional development experience directly related to the role of the faculty member.

D. Determination of Clock Hours

Non-credit professional development experiences are typically determined by the amount of seat time. For those experiences that do not have an established seat time, the number of clock hours must be determined through discussion between the faculty member and immediate supervisor.

Clock hours may include but are not limited to:

<u>Categories</u>	<u>Variable Clock Hours</u>
Presentations at Conferences*	5-45 clock hours
Publishing*	5-45 clock hours
Musical/Theatrical Performances*	5-45 clock hours
Art Exhibits*	5-45 clock hours
Recertification	5-45 clock hours
Professional Development Series	5-45 clock hours
Targeted Academic Experiences	5-45 clock hours
Classical Liberal Arts Education	5-45 clock hours

*The higher end of the range of clock hours will be used for original development of the categories listed.

- E. Effective dates for Advanced Placement shall be in accordance with section titled Advance Placement Criteria (Horizontal Movement) in Appendix A

Section 12.6. Tuition Reimbursement/Waiver

A. Tuition Reimbursement for Professional Study

Faculty are eligible to receive \$2,000 for pre-approved professional development activities per academic year. Faculty may use these dollars for any costs (excluding travel) related to professional development.

A \$1,000 bonus will be distributed through payroll on the first date in October of the academic year.

B. Criteria for Tuition Reimbursement

Tuition reimbursement is subject to pre-approval by immediate supervisor and evidence of successful ("C" or better credit courses) completion is necessary. Courses and/or activities considered appropriate for pre-approval would be:

1. Relevant to the role description or professional responsibilities of a faculty member, or
2. Congruent with areas the College has designated as priorities for development, or
3. Related to the faculty member's Faculty Action Plan as mutually agreed upon by the Faculty member and their immediate supervisor.

C. Reimbursement Process

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.

D. Tuition Waiver for McHenry County College Courses

The Board shall waive tuition and fees for any full-time faculty member who takes a credit course at MCC. Such faculty member's spouse and/or eligible dependents who take a credit course at MCC shall also have tuition and fees waived.

Section 12.7. Number of Pay Periods

All full-time faculty will be paid over a twelve (12)-month period for a total of twenty-six (26) pay periods.

Section 12.8. Summer/Overload Pay

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

\$1,050.00 in AY 2020, \$1,075.00 in AY 2021, and \$1,100.00 in AY 2022 per contact hour

Librarian and counselor hourly overload rate:

\$50.00 in AY 2020, \$51.50 in AY 2021, and \$53.00 in AY 2022 per hour

Section 12.9. 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 12.10. 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 (2) 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 (12) 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 (1) to eleven (11) 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 (11) students;
 - 3. Faculty members eligible for additional compensation under this Section 12.10. 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 (1) 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 will not be offered as double sections.

Section 12.11. Initial Placement Criteria

A. Initial Placement

Initial Placement Criteria are used only for a new, full-time faculty member's placement on the approved Salary Schedule to ensure consistency in salary administration.

Degree attainment (Columns I - VII) and creditable work experience (Years 1 - 12) serve as the sole basis for determining a new faculty member's placement on the Salary Schedule. The following placement guide assumes that a faculty member meets the minimum qualifications for the position in which they were hired. This includes appropriate degrees, licenses, certifications, or technical experience.

1. Lane Determination:

	Baccalaureate	Occupational
Lane I	---	Associates or no degree
Lane II	Masters	Bachelors
Lane III	Masters +15	Bachelors +15
Lane IV	Masters +30	Bachelors +30 or Masters
Lane V	Masters +45	Bachelors +45 or Masters +15
Lane VI	JD, MFA	Masters +30
Lane VII	PhD or Doctorate	PhD or Doctorate
Lane VIII	---	---

2. Step Determination

A faculty member will be placed in a step that best represents their number of years teaching and/or relevant industry experience.

B. 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 continues, the CAO in consultation with Association President and/or designee, may request a special initial placement. The procedure is as follows:

1. The Faculty Association President and/or designee, and the CAO, shall meet to determine whether a special placement is justified. Whether special placement is justified shall be based on:
 - a. Review of salary information from business, industry, or the academic world, as appropriate
 - b. Whether extraordinary effort has been made to recruit suitable faculty

2. If approved, the CAO will provide Human Resources the authority to place a newly-hired faculty member up to four (4) schedule steps higher than would otherwise be warranted under the procedure described above in Section 12.11. 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 their 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 their 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 (2) 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 their 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 (2)-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.

Annually, a task force shall be formed that consists of two (2) Administrators identified by the CAO and two (2) faculty members identified by the Association. This task force is responsible to review applications and make recommendations to the CAO.

- 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 graduate study, research, or other professional development activity directly related to their position or responsibilities at the College. Second consideration will be given to those requesting leave for graduate study, research, or other professional development activity 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 graduate study, research or other professional development activity.
- 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 (1) 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 (30) 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 their immediate supervisor outlining their 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 their 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 as defined by FMLA regulations; or
 - 5. other purposes as agreed upon between the faculty member and their 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 their 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 their 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 immediate supervisor to faculty members with less than two (2) 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 their 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. Parental Leave

A faculty member on approved FMLA leave for the birth or placement of a child through adoption, foster care (or as defined by FMLA) may within one (1) year, elect to use a portion of their accrued and unused sick leave to bond with the child. Up to twenty (20) days of accrued and unused sick leave may be reserved for future non-Parental Leave use.

To continue to remain in paid status after use of the accrued and unused sick leave, an eligible faculty member may request to use the Faculty Sick Leave Pool during the remainder of the Parental Leave.

Faculty members shall notify their immediate supervisor at least seventy-five (75) calendar days in advance of the expected start of the Parental Leave, or as soon as possible in the case of a placement of a child for adoption or foster care. If a faculty member will miss a majority of a class assignment, or the absence will cause a major disruption in the learning environment, the faculty member may negotiate a special assignment with their immediate supervisor. This could include, but is not limited to, late start classes, projects deemed appropriate by the college, and projects to support committee work.

ARTICLE XIV

ALLOWANCE FOR EMPLOYEE ABSENCE

Section 14.1. Illness

- A. Faculty members shall be allowed, in each academic year, twelve (12) working days at full pay for the following reasons:
 - 1. personal illness,
 - 2. serious illness in the immediate family, or
 - 3. for the purpose of parental leave (Section 13.4).
- B. A faculty member may use days granted from the Faculty Sick Leave Pool for their own illness or for the purpose of Parental Leave only.
- C. 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.
- D. The amount of sick days possible to accumulate is 250 or the current maximum established by SURS, whichever is greater.

Section 14.2. Personal Leave

Two (2) 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. Absence related to participation in any employment relations dispute shall not qualify hereunder. Requests for pre-planned personal leave for workshop, development or institutional meeting days must be made in advance. Requests for personal leave shall not be denied. If a pattern of personal leave for workshop, development or institutional meeting days has been documented, the CAO can request a meeting to discuss the pattern. 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. This transfer shall take place no later than the end of business on the first business day of September of the academic year in which the allowance shall apply. 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 third (3rd) day of personal leave. One (1) additional day per year of accumulated sick leave may be used as a fourth (4th) day of personal leave if a faculty member has not used personal leave for Faculty Workshop/Professional Development day absences. Personal leave may not be taken in increments of more than two (2) consecutive business days.

Section 14.3. Accumulation of Leave

- A. The Office of Human Resources shall maintain an account of days of allowance for absence for each faculty member, based upon information reported by their immediate supervisor. The new annual allowance shall be posted on each faculty member's account no later than the end of business on the first business day of September of the academic year in which the allowance shall apply.
- B. After absence of five (5) 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 their base per-diem College salary or wages.

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 (1) bereavement leave for a person not on the above list. Additional leaves for persons not on the list shall be subject to the approval of the President of the College and shall not set a precedent.

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.

- C. 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

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:

6/10/19

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

6/27/19

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

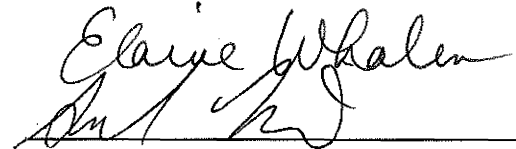

Signature

MICHAEL K. SMITH
Printed Name

CHAIRMAN, BOARD OF TRUSTEES
Title

6/27/19
Date

For the McHenry County College
Faculty Association:


Signature

Elaine Whalen
Sarah Sullivan
Printed Name

MCC FA Co-Presidents
Title

6/27/19
Date

APPENDIX A

FACULTY SALARY INDEX MATRIX AND MOVEMENT

The following criteria will be followed regarding Lane and Step movement.

Baccalaureate Faculty Qualifications For Future Horizontal Lane Placement And Lane Movement

Lane I.	—Not applicable.
Lane II.	Master's Degree in subject area.
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 Credits.
Lane VIII.	Lane VII plus fifteen (15) approved Advanced Placement Credits.

Occupational Faculty Qualifications For Future Horizontal Lane Placement And Lane Movement

Lane I.	Associate's degree, or no degree.
Lane II.	Lane I plus fifteen (15) approved Advanced Placement Credits or Appropriate degree, license, certification or technical experience in subject area or Bachelor's Degree.
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 Credits.
Lane VIII.	Lane VII plus fifteen (15) approved Advanced Placement Credits.

**Movement into Lane requires a Bachelor's degree.

Advanced Placement Criteria (Horizontal Movement)

Advanced placement will result in horizontal lane movement with corresponding salary increase. Advanced placement completed and submitted to the Office of Human Resources will be applied and processed for the current academic year if submitted prior to Spring Commencement. Advanced Placement completed and submitted to the Office of Human Resources after Spring Commencement will be applied and processed for the subsequent academic year appointment.

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.

A faculty member in Lanes I through V and Steps 1 through 5 who makes a horizontal lane advancement will receive the lane advancement in addition to their earned step increase.

A faculty member outside of Lanes I through V and Steps 1 through 5 who makes a horizontal lane advancement and has received a step increase will move back one (1) step, but over one (1) lane. Any difference in salary must be adjusted and paid according to the terms above.

Individuals in the highest numbered step for more than one (1) year and who are eligible for a lane advancement will only move horizontally.

Qualifications for advanced placement are determined in Section 12.5 of this CBA.

Additional Advance Placement

Individuals in Lane VIII who complete an additional fifteen (15) Advanced Placement Credits shall be rewarded for such advancement with a bonus equal to \$4,000. Such bonus shall not be added to their base salary. The number of bonuses received for Advanced 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 (1) year additional teaching and/or professional experience and shall be awarded automatically each year to individuals completing one (1) year of service. 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.

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	1.58	1.64	1.72	1.80	1.91	1.98	2.05	2.11
13	1.62	1.68	1.76	1.84	1.95	2.04	2.11	2.17
14	1.66	1.72	1.80	1.88	1.99	2.10	2.17	2.23
15		1.86	1.84	1.92	2.03	2.16	2.23	2.29
16			1.88	1.96	2.07	2.22	2.29	2.35
17				2.00	2.11	2.26	2.35	2.41
18					2.15	2.30	2.41	2.47
19					2.19	2.34	2.45	2.53
20						2.38	2.49	2.59
21						2.42	2.53	2.63
							2.57	2.67
							2.61	2.70
								2.73

*Base Salary

SALARY SCHEDULE MATRIX

AY2020

\$47,525	I	II	III	IV	V	VI	VII	VIII
1	\$ 47,525.00	\$ 50,376.50	\$ 53,228.00	\$ 56,079.50	\$ 59,406.25	\$ 62,733.00	\$ 66,059.75	\$ 68,911.25
2	\$ 50,376.50	\$ 53,228.00	\$ 56,079.50	\$ 58,931.00	\$ 62,257.75	\$ 65,584.50	\$ 68,911.25	\$ 71,762.75
3	\$ 53,228.00	\$ 56,079.50	\$ 58,931.00	\$ 61,782.50	\$ 65,109.25	\$ 68,436.00	\$ 71,762.75	\$ 74,614.25
4	\$ 56,079.50	\$ 58,931.00	\$ 61,782.50	\$ 64,634.00	\$ 67,960.75	\$ 71,287.50	\$ 74,614.25	\$ 77,465.75
5	\$ 58,931.00	\$ 61,782.50	\$ 64,634.00	\$ 67,485.50	\$ 70,812.25	\$ 74,139.00	\$ 77,465.75	\$ 80,317.25
6	\$ 61,782.50	\$ 64,634.00	\$ 67,485.50	\$ 70,337.00	\$ 73,663.75	\$ 76,990.50	\$ 80,317.25	\$ 83,168.75
7	\$ 64,634.00	\$ 67,485.50	\$ 70,337.00	\$ 73,188.50	\$ 76,515.25	\$ 79,842.00	\$ 83,168.75	\$ 86,020.25
8	\$ 67,485.50	\$ 70,337.00	\$ 73,188.50	\$ 76,040.00	\$ 79,366.75	\$ 82,693.50	\$ 86,020.25	\$ 88,871.75
9	\$ 69,386.50	\$ 72,238.00	\$ 76,040.00	\$ 78,891.50	\$ 82,218.25	\$ 85,545.00	\$ 88,871.75	\$ 91,723.25
10	\$ 71,287.50	\$ 74,139.00	\$ 77,941.00	\$ 81,743.00	\$ 85,069.75	\$ 88,396.50	\$ 91,723.25	\$ 94,574.75
11	\$ 73,188.50	\$ 76,040.00	\$ 79,842.00	\$ 83,644.00	\$ 87,921.25	\$ 91,248.00	\$ 94,574.75	\$ 97,426.25
12	\$ 75,089.50	\$ 77,941.00	\$ 81,743.00	\$ 85,545.00	\$ 90,772.75	\$ 94,099.50	\$ 97,426.25	\$ 100,277.75
13	\$ 76,990.50	\$ 79,842.00	\$ 83,644.00	\$ 87,446.00	\$ 92,673.75	\$ 96,951.00	\$ 100,277.75	\$ 103,129.25
14	\$ 78,891.50	\$ 81,743.00	\$ 85,545.00	\$ 89,347.00	\$ 94,574.75	\$ 99,802.50	\$ 103,129.25	\$ 105,980.75
15		\$ 83,644.00	\$ 87,446.00	\$ 91,248.00	\$ 96,475.75	\$ 102,654.00	\$ 105,980.75	\$ 108,832.25
16			\$ 89,347.00	\$ 93,149.00	\$ 98,376.75	\$ 105,505.50	\$ 108,832.25	\$ 111,683.75
17				\$ 95,050.00	\$ 100,277.75	\$ 107,406.50	\$ 111,683.75	\$ 114,535.25
18					\$ 102,178.75	\$ 109,307.50	\$ 114,535.25	\$ 117,386.75
19					\$ 104,079.75	\$ 111,208.50	\$ 116,436.25	\$ 120,238.25
20						\$ 113,109.50	\$ 118,337.25	\$ 123,089.75
21						\$ 115,010.50	\$ 120,238.25	\$ 124,990.75
22							\$ 122,139.25	\$ 126,891.75
23							\$ 124,040.25	\$ 128,317.50
24								\$ 129,743.25

AY2021

\$47,550	I	II	III	IV	V	VI	VII	VIII
1	\$ 47,550.00	\$ 50,403.00	\$ 53,256.00	\$ 56,109.00	\$ 59,437.50	\$ 62,766.00	\$ 66,094.50	\$ 68,947.50
2	\$ 50,403.00	\$ 53,256.00	\$ 56,109.00	\$ 58,962.00	\$ 62,290.50	\$ 65,619.00	\$ 68,947.50	\$ 71,800.50
3	\$ 53,256.00	\$ 56,109.00	\$ 58,962.00	\$ 61,815.00	\$ 65,143.50	\$ 68,472.00	\$ 71,800.50	\$ 74,653.50
4	\$ 56,109.00	\$ 58,962.00	\$ 61,815.00	\$ 64,668.00	\$ 67,996.50	\$ 71,325.00	\$ 74,653.50	\$ 77,506.50
5	\$ 58,962.00	\$ 61,815.00	\$ 64,668.00	\$ 67,521.00	\$ 70,849.50	\$ 74,178.00	\$ 77,506.50	\$ 80,359.50
6	\$ 61,815.00	\$ 64,668.00	\$ 67,521.00	\$ 70,374.00	\$ 73,702.50	\$ 77,031.00	\$ 80,359.50	\$ 83,212.50
7	\$ 64,668.00	\$ 67,521.00	\$ 70,374.00	\$ 73,227.00	\$ 76,555.50	\$ 79,884.00	\$ 83,212.50	\$ 86,065.50
8	\$ 67,521.00	\$ 70,374.00	\$ 73,227.00	\$ 76,080.00	\$ 79,408.50	\$ 82,737.00	\$ 86,065.50	\$ 88,918.50
9	\$ 69,423.00	\$ 72,276.00	\$ 76,080.00	\$ 78,933.00	\$ 82,261.50	\$ 85,590.00	\$ 88,918.50	\$ 91,771.50
10	\$ 71,325.00	\$ 74,178.00	\$ 77,982.00	\$ 81,786.00	\$ 85,114.50	\$ 88,443.00	\$ 91,771.50	\$ 94,624.50
11	\$ 73,227.00	\$ 76,080.00	\$ 79,884.00	\$ 83,688.00	\$ 87,967.50	\$ 91,296.00	\$ 94,624.50	\$ 97,477.50
12	\$ 75,129.00	\$ 77,982.00	\$ 81,786.00	\$ 85,590.00	\$ 90,820.50	\$ 94,149.00	\$ 97,477.50	\$ 100,330.50
13	\$ 77,031.00	\$ 79,884.00	\$ 83,688.00	\$ 87,492.00	\$ 92,722.50	\$ 97,002.00	\$ 100,330.50	\$ 103,183.50
14	\$ 78,933.00	\$ 81,786.00	\$ 85,590.00	\$ 89,394.00	\$ 94,624.50	\$ 99,855.00	\$ 103,183.50	\$ 106,036.50
15		\$ 83,688.00	\$ 87,492.00	\$ 91,296.00	\$ 96,526.50	\$ 102,708.00	\$ 106,036.50	\$ 108,889.50
16			\$ 89,394.00	\$ 93,198.00	\$ 98,428.50	\$ 105,561.00	\$ 108,889.50	\$ 111,742.50
17				\$ 95,100.00	\$ 100,330.50	\$ 107,463.00	\$ 111,742.50	\$ 114,595.50
18					\$ 102,232.50	\$ 109,365.00	\$ 114,595.50	\$ 117,448.50
19					\$ 104,134.50	\$ 111,267.00	\$ 116,497.50	\$ 120,301.50
20						\$ 113,169.00	\$ 118,399.50	\$ 123,154.50
21						\$ 115,071.00	\$ 120,301.50	\$ 125,056.50
22							\$ 122,203.50	\$ 126,958.50
23							\$ 124,105.50	\$ 128,385.00
24								\$ 129,811.50

AY2022

\$47,575	I	II	III	IV	V	VI	VII	VIII
1	\$ 47,575.00	\$ 50,429.50	\$ 53,284.00	\$ 56,138.50	\$ 59,468.75	\$ 62,799.00	\$ 66,129.25	\$ 68,983.75
2	\$ 50,429.50	\$ 53,284.00	\$ 56,138.50	\$ 58,993.00	\$ 62,323.25	\$ 65,653.50	\$ 68,983.75	\$ 71,838.25
3	\$ 53,284.00	\$ 56,138.50	\$ 58,993.00	\$ 61,847.50	\$ 65,177.75	\$ 68,508.00	\$ 71,838.25	\$ 74,692.75
4	\$ 56,138.50	\$ 58,993.00	\$ 61,847.50	\$ 64,702.00	\$ 68,032.25	\$ 71,362.50	\$ 74,692.75	\$ 77,547.25
5	\$ 58,993.00	\$ 61,847.50	\$ 64,702.00	\$ 67,556.50	\$ 70,886.75	\$ 74,217.00	\$ 77,547.25	\$ 80,401.75
6	\$ 61,847.50	\$ 64,702.00	\$ 67,556.50	\$ 70,411.00	\$ 73,741.25	\$ 77,071.50	\$ 80,401.75	\$ 83,256.25
7	\$ 64,702.00	\$ 67,556.50	\$ 70,411.00	\$ 73,265.50	\$ 76,595.75	\$ 79,926.00	\$ 83,256.25	\$ 86,110.75
8	\$ 67,556.50	\$ 70,411.00	\$ 73,265.50	\$ 76,120.00	\$ 79,450.25	\$ 82,780.50	\$ 86,110.75	\$ 88,965.25
9	\$ 69,459.50	\$ 72,314.00	\$ 76,120.00	\$ 78,974.50	\$ 82,304.75	\$ 85,635.00	\$ 88,965.25	\$ 91,819.75
10	\$ 71,362.50	\$ 74,217.00	\$ 78,023.00	\$ 81,829.00	\$ 85,159.25	\$ 88,489.50	\$ 91,819.75	\$ 94,674.25
11	\$ 73,265.50	\$ 76,120.00	\$ 79,926.00	\$ 83,732.00	\$ 88,013.75	\$ 91,344.00	\$ 94,674.25	\$ 97,528.75
12	\$ 75,168.50	\$ 78,023.00	\$ 81,829.00	\$ 85,635.00	\$ 90,868.50	\$ 94,198.50	\$ 97,528.75	\$ 100,383.25
13	\$ 77,071.50	\$ 79,926.00	\$ 83,732.00	\$ 87,538.00	\$ 92,771.25	\$ 97,053.00	\$ 100,383.25	\$ 103,237.75
14	\$ 78,974.50	\$ 81,829.00	\$ 85,635.00	\$ 89,441.00	\$ 94,674.25	\$ 99,907.50	\$ 103,237.75	\$ 106,092.25
15		\$ 83,732.00	\$ 87,538.00	\$ 91,344.00	\$ 96,577.25	\$ 102,762.00	\$ 106,092.25	\$ 108,946.75
16			\$ 89,441.00	\$ 93,247.00	\$ 98,480.25	\$ 105,616.50	\$ 108,946.75	\$ 111,801.25
17				\$ 95,150.00	\$ 100,383.25	\$ 107,519.50	\$ 111,801.25	\$ 114,655.75
18					\$ 102,286.25	\$ 109,422.50	\$ 114,655.75	\$ 117,510.25
19					\$ 104,189.25	\$ 111,325.50	\$ 116,558.75	\$ 120,364.75
20						\$ 113,228.50	\$ 118,461.75	\$ 123,219.25
21						\$ 115,131.50	\$ 120,364.75	\$ 125,122.25
22							\$ 122,267.75	\$ 127,025.25
23							\$ 124,170.75	\$ 128,452.50
24								\$ 129,879.75

APPENDIX B

EVALUATION PROCESS FOR NON-TENURED FACULTY HIRED FOR FALL 2018 OR AFTER

Introduction

Tenure is earned at the College via a transparent and formative process and in accord with the Illinois Community College Act. During this time, the non-tenured faculty member is provided guidance and constructive feedback to foster progress toward meeting tenure expectations. Successful candidates demonstrate increasing proficiencies in the seven (7) characteristics of an ideal non-tenured faculty member.

An ideal non-tenured faculty member demonstrates and/or exhibits and models:

1. Content expertise and currency within their field.
2. An increasingly diverse and effective pedagogical skill set that reflects our philosophy as established in the Faculty Handbook.
3. A willingness and ability to effectively share their expertise with students, colleagues and the broader college community.
4. Continued professional growth, scholarly engagement and/or creative development.
5. A willingness and ability to embrace technology within the college environment.
6. A commitment to college service and community engagement.
7. Professional behavior and teamwork, while respecting the diversity of values, opinions and backgrounds both inside and outside the classroom environment, including compliance with College policy and procedures.

I. Initial Appointment Period

A. Hiring of Qualified Faculty

1. Every effort will be made by the Office of Academic 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".
2. 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 by a specified date that can be no later than November 30 of the Fall semester of the final probationary year. Successful completion of these deficiencies will enable the faculty member to become eligible for tenure consideration.

II. Tenure Committee

- A. The Tenure Committee is advisory to the immediate supervisor.

- B. The committee consists of the immediate supervisor and three (3) tenured faculty members, one (1) of which is the department chair. Member selection abides by the following procedure:
 - 1. The department chair recommends the additional committee members to the immediate supervisor
 - 2. In the event that a chair is not a full-time tenured faculty member, then the immediate supervisor selects appropriate faculty members in consultation with Association
- C. A request to have a committee member removed will be addressed by the CAO. The responsibility for replacing a committee member falls to the person making the initial selection.
- D. The committee may call upon expert consultants as it deems necessary. The expert consultant is not part of the committee, but merely provides committee members with information from an expert consultant's perspective.
- E. The committee and/or the non-tenured faculty member may each invite a student to provide feedback to the committee. A student is not part of the committee, but merely provides committee members with information from a student's perspective.
- F. Each semester during the probationary period, tenure committee members observe the non-tenured faculty member in various capacities and complete standard evaluation forms (see Faculty Handbook) regarding these observations. The immediate supervisor is responsible for assigning specific data gathering responsibilities to individual committee members, including themselves. Committee members send their completed data to the immediate supervisor, who compiles it and makes it available to all committee members in a confidential manner.

III. Action Plan

- A. The non-tenured faculty member completes a standard annual faculty action plan (see Faculty Handbook). Action plan content should be linked to the seven (7) characteristics of an ideal non-tenured faculty member.
- B. The immediate supervisor reviews the action plan and consults with the non-tenured faculty member about its content, and the strategies required to complete the planned actions.
- C. The immediate supervisor makes the action plan available to committee members.

IV. Observations and Formative Development

- A. The immediate supervisor conducts a minimum of two (2) pre-arranged observations each semester of the probationary period to document and evaluate performance using the seven (7) characteristics of an ideal non-tenured faculty member. Following these observations, the immediate supervisor:
 - 1. Provides written, summary comments to the non-tenured faculty member and committee members. These comments identify observed strengths and weaknesses, and offer specific instructions designed to aid the non-tenured faculty member in building upon the identified strengths and overcoming the identified weaknesses.
 - 2. Consults with the non-tenured faculty member about the observations.

- V. Annual Conference
 - A. An annual evaluation conference date is established by the immediate supervisor.
 - B. The non-tenured faculty member provides a brief self-assessment (see Faculty Handbook) of their progress towards meeting the seven (7) characteristics of an ideal non-tenured faculty member to the immediate supervisor.
 - C. The non-tenured faculty member gives a presentation (see Faculty Handbook) to the committee about their formative development activities in each of the seven (7) characteristics of an ideal non-tenured faculty member.
 - D. Immediately following the presentation, the committee and the CAO discusses the non-tenured faculty member's progress. The non-tenured faculty member is not present at this discussion.
 - E. No later than the third week of December each year during the probationary period, the committee meets to discuss all of the data collected related to the non-tenured faculty member. In its advisory capacity, the committee recommends, based on the data, continued employment or non-contract renewal for the following academic year. The immediate supervisor will then consider this recommendation, as well as any further information gathered, to make a recommendation to the CAO.
 - 1. If a majority of the committee disagrees with the immediate supervisor's recommendation, then that majority may appeal to the CAO with brief, written comments within ten (10) business days from the date the committee was notified of the immediate supervisor's recommendation.
 - F. The CAO will render a decision to recommend to the Board continued employment, tenure, a fourth probationary year, or non-contract renewal after considering the immediate supervisor's recommendation and any appeal.
 - G. Where the non-tenured faculty member is to be reemployed, the committee will identify strengths and weaknesses, set initial goals and expectations for the next academic year, and recommend tools and/or actions that may assist the faculty member in their formative development. The immediate supervisor will then meet with the faculty member to review and approve the goals and expectations for the next academic year and/or the following semester, and discuss a plan to meet those goals that may include the tools and formative actions the committee recommended.

EVALUATION PROCESS FOR NON-TENURED FACULTY **HIRED BEFORE FALL 2018**

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 (3)-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 (1)-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 their 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 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 their immediate supervisor, the new faculty member will complete the College adopted faculty "Action Plan" at the outset of their 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 immediate supervisor will conduct a minimum of two (2) 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 librarians, instructional components relevant to their specialized roles may be substituted for any of the above, with the consent of the instructor and immediate supervisor.

2. The involved Administrator(s) will meet with the faculty member within one (1) 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 immediate supervisor will meet following the first semester of each academic year with their 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 immediate 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 immediate 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 immediate 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 their "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 their 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 immediate 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 (1) week of each visit, the immediate 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 immediate 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 immediate supervisor will continue to monitor progress during the remainder of probationary period.
- d. Insufficient Progress Made
 - 1. The immediate 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 immediate supervisor:
 - a. If outcome is positive, faculty member continues in the Remediation Track;
 - b. If outcome is unsatisfactory, the immediate 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 immediate supervisor will conduct one (1) 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 immediate 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 immediate supervisor will inform the faculty member that a written recommendation will be forthcoming to:
 1. extend the probationary period for one (1) 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 immediate supervisor will conduct one (1) 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 immediate 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 immediate supervisor will conduct one (1) 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 immediate 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 immediate supervisor will inform the faculty member that a written recommendation will be forthcoming to:

- a. Extend the probationary period for one (1) 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 Calculator

Department Name:

Term:

Master Department Chair Load Calculator		2018/2019	
Normal Duties	Number	Rate	Total
Teaching chair duties may include:			
Baccalaureate	0	1	0
Basic duties that most chairs perform include: Coordinating the preparation of course offerings and assignments; leading department meetings, acting as liaison between faculty and administration; assisting with all aspects of budgeting including preparation, oversight, and facility, personnel, and software requests; act as liaison/facilitator for all curricular issues including textbooks, curriculum revisions, assessment, and coordination of articulation (as needed); assisting part time faculty through recruitment, mentoring, reviewing course content and material, and conducting peer observations; and, coordinating and compiling reports; building community, high school, and business relationships; coordinating marketing with OMPR.			
CTE	0	1.5	0
In addition to the basic duties listed above, CTE chairs also typically perform the following duties: coordinate alignment of curriculum with local business through developing partnerships and coordinating program advisory committees; completing additional curricular requirements for certificates and associate of applied science degrees; completing required state and federal reports (program review or IDPH report, for example); advocating for unique program and students' needs; coordinate program level assessment; and advise students' on curriculum decisions to best fit educational goals where applicable.			
TOTAL			0

Special Duties			
# of Dual Credit Locations Typically involves visiting site to coordinate activity and assist adjunct/DC instructor	0	0.1	0
# of Offsite Locations to Include Internship Sites, Satellites Typically involves visiting site to coordinate partnership, work with businesses and/or internship supervisor, and ensuring content and delivery meet expectations.	0	0.1	0
# of Student Workers and Lab Techs Involves coordinating schedules and sharing information with supervisors	0	0.2	0
External Accreditation Coordination of accreditation efforts including reports, necessary revisions, and communication of standards within the college	0	0.3	0
Specialty Lab Rooms To Manage Used for specialized labs/studios where chair needs to oversee equipment, maintenance, scheduling, and coordination with other college areas	0	0.3	0
Computer Lab Usage with Specialized Software Ongoing coordination with IT of special builds needed for specific curriculum	0	0.2	0
Budget / Ordering			
Complex Budgeting / Ordering Usually involves frequent or complex ordering, bidding, or accepting goods.	0	1.5	0
Other (Special Projects) To be used for unique duties specific to a department that requires significant time to oversee. Rate and expectations should be included while completing this form. For 2020, proposals in this section will be reviewed by the CAO and FA prior to implementation to establish baseline.			
	0	0	0
TOTAL			0

Department Size	Number	Rate	Total
# of Full-Time Faculty	0	0.1	0
# of Adjuncts			
Dual Credit Instructors	0	0.1	0
Number of non-level adjuncts	0	0.4	0
Number of level 1 adjuncts	0	0.3	0
Number of level 2 adjuncts	0	0.2	0
Number of level 3 adjuncts	0	0.1	0
Total Adjunct Instructors	0		
# Sections Managed			
1-40	0	0	0
41-80	0	0.1	0
81-120	0	0.3	0
121+	0	0.5	0
# Students			
Under 500	0	0	0
501-1000	0	0.1	0
1001-2000	0	0.3	0
2001+	0	0.5	0
Total Credit Hours			
Under 2500	0	0	0
2500-5000	0	0.2	0
5001-10000	0	0.4	0
10001+	0	0.6	0
# of AAS			
1	0	0	0
2	0	0.3	0
3+	0	0.5	0
# Transfer Disciplines			
1	0	0	0
2	0	0.2	0
3+	0	0.3	0
TOTAL			0

Normal Duties			0
Special Duties			0
Department Size			0
SEMESTER TOTAL			0
YEAR TOTAL			0

Minimum load is 20% or 6 contact hours per year. Maximum load is 50% or 15 contact hours per year.

APPENDIX D

DISCIPLINE PROCESS FOR TENURED FACULTY

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, as defined by the American Association of University Professors (AAUP), faculty members are assumed to be committed to achieving the highest levels of teaching performance and actively participating in the advancement of the College community.

The College has established progressive disciplinary guidelines to provide a structured corrective action process to address undesirable behavior or unsatisfactory performance. Progressive discipline shall be consistently applied, while maintaining constructive relationships and establishing a timely pathway to satisfactory behavior or performance. Faculty members have the right to Association representation, upon request, at any disciplinary meeting.

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

Respecting the privacy rights of all individuals, the College shall seek to preserve confidentiality regarding identified faculty problems and resulting disciplinary actions. The preferred outcome of the progressive disciplinary process is permanent positive change in the behavior/performance 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 their immediate supervisor. A Human Resources representative may be in attendance. 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. Create a remediation plan describing the methods for assessing compliance. The information presented in conference will be summarized

in written memorandum form within two (2) business days of the conference, with copies provided to the faculty member and placed in their 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. If the remediation plan is not completed to agreed upon standards, the unresolved problem will be advanced to Step 2: Written Reprimand.

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

Step 2: Written Reprimand:

- A. If the problem remains unresolved, a written reprimand will be presented to the involved faculty member in conference with the immediate supervisor 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
 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.

If the remediation plan is not completed to agreed upon standards, the unresolved problem will be advanced to Step 3: Notice to Remedy.

**Assumes peer guidance assistance was accepted and no reoccurrence during the seven (7) year period.

Step 3: Notice to Remedy:

- A. If the 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. detailed history of the continuing problem
 2. chronicle of informal and formal administrative efforts to resolve the problem
 3. detailed specification of what is to be remedied, including the timeframe for doing so
 4. methods for assessing compliance
 5. 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.

ILLEGAL AND EXTRAORDINARY MISCONDUCT PROCESS FOR TENURED FACULTY

Providing just cause, Illegal and extraordinary misconduct that happens in the capacity as a faculty member will lead to immediate suspension pending the outcome of an investigation. Based on the results of the investigation, the faculty member may be exonerated, placed in the progressive discipline process for tenured faculty described in Progressive Discipline Process for Tenured Faculty, or recommended for an immediate dismissal to the Board of Trustees. Illegal and extraordinary misconduct include, but are not limited to the following:

1. Intentional falsification of credentials and/or College records
2. Violation of Drug and Alcohol Policies
3. Physical assault
4. Sexual misconduct, per Board policy
5. Conviction of a felony or misdemeanor for a criminal violation that would impact upon the faculty member's ability to perform their job.

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:

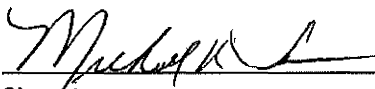
- a. Just cause for dismissal; or
- b. A reduction in the number of faculty members employed by the board or a discontinuance of some particular type of teaching service or program.

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
of McHenry County College
District No. 528:



Signature

MICHAEL K. SMITH

Printed Name

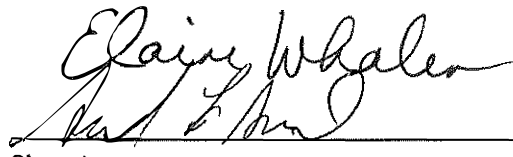
CHAIRMAN, BOARD OF TRUSTEES

Title

6/27/19

Date

For the McHenry County College
Faculty Association:



Signature

Elaine Whalen
Sarah Sullivan

Printed Name

Co. Presidents MCC FA

Title

6/27/19

Date