

Fiscal Years 2027 – 2029
July 1, 2026 – June 30, 2029
COLLECTIVE BARGAINING AGREEMENT



HEARTLAND
COMMUNITY COLLEGE

Between Board of Trustees
of Heartland Community College District 540
and
Heartland Adjunct Faculty Association Local 6077,
IFT/AFT, AFL-CIO

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AGREEMENT

This AGREEMENT is entered into effective this 1st of July, 2026, by and between the BOARD OF TRUSTEES OF HEARTLAND COMMUNITY COLLEGE, COMMUNITY COLLEGE DISTRICT NO. 540 (hereinafter referred to as the "Board") and the HEARTLAND ADJUNCT FACULTY ASSOCIATION, LOCAL 6077, IFT/AFT, AFL/CIO (hereinafter referred to as the "Association") and only applies to said parties. The parties hereby agree as follows:

ARTICLE I: DEFINITIONS

This Agreement shall incorporate the following definitions:

Association: The term "Association" shall mean the Heartland Adjunct Faculty Association, Local 6077, IFT/AFT, AFL/CIO and its members and authorized representatives.

Board: The terms "Board" or "Board of Trustees" shall mean the Board of Trustees of Public Community College District No. 540, operating as Heartland Community College, as established pursuant to Chapter 110 ILCS 805, and its members and authorized management representatives.

Day: The term "Day", unless otherwise specified, shall mean a day (excluding weekends) upon which College classes are held.

College: The term "College" shall mean Heartland Community College.

Faculty: Unless otherwise expressly provided, the terms "Faculty" and "Faculty Member" shall mean those employees specifically included in the bargaining unit as set forth in Section 2.1 of this Agreement.

ECHs: "ECHs" shall mean Equated Contact Hours and shall be used to establish Faculty workload.

Term: "Term" shall include the summer, fall and spring academic sessions.

ARTICLE II: RECOGNITION AND REPRESENTATION

Section 2.1. Recognition

The Board recognizes the Heartland Adjunct Faculty Association, Local 6077, IFT/AFT, AFL/CIO as the sole and exclusive bargaining representative for all part-time faculty (Adjunct Faculty) who teach three or more ECHs during any academic term.

Section 2.2. 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 the Board harmless from any and all liability, including monetary damages, resulting from any failure on the part of the Association to fulfill its duty of fair representation.

Section 2.3. Right to Join

The Board and the Association recognize that every Faculty Member shall have the right to join or refrain from joining the Association without discrimination. Membership in the Association shall not be a condition of employment, nor shall the College discriminate in hiring or promotional opportunities or otherwise because of membership and/or participation in activities of the Association.

ARTICLE III: STATUS OF THE AGREEMENT

Section 3.1. Ratification and Amendment

This agreement shall become effective as ratified by the Board and Association and signed by authorized representatives thereof and may be amended or modified during its term only with mutual written consent of both parties.

Section 3.2. Precedence of Agreement

If there is any conflict between the written terms of this Agreement and the terms of any individual contract of employment or any written Board policies, rules and regulations which may be in effect from time to time, the written terms of this Agreement shall be controlling.

Section 3.3. External Law

If there is any conflict between the provisions of this Agreement and any legal obligations imposed on the Board by federal or state law, such legal obligations thus imposed shall be controlling.

ARTICLE IV: BOARD RIGHTS

The Board reserves and retains full rights, authority, and discretion for the governance, operation, and administration of the College under the rules and regulations as set forth in the Illinois Community College Act subject to the provisions of this Agreement and the Illinois Educational Labor Relations Act (IELRA).

These rights include, but are not limited to, the following:

1. To determine the College's mission, objectives, policies, and budget and to determine and set all standards of service offered to the public.
2. To maintain executive management and administrative control of the District and its properties and facilities and the activities of its employees as related to the conduct of District affairs.
3. To delegate authority through recognized administrative channels for the development and organization of the means and methods of instruction and the performance of professional duties according to Board policy and to introduce new or improved methods, equipment, and facilities.
4. To establish, modify, or eliminate programs, curricula, and/or courses of instruction, including special programs, and athletic, recreational, and social events for students; to determine whether to provide or purchase goods and services; and to determine the methods, means, and number of personnel needed to carry out the College's mission, all as deemed necessary or advisable by the Board.
5. To hire all employees and, subject to provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, and to evaluate, promote, transfer, assign, and lay off all such employees.

6. To determine the academic calendar, the hours, courses, and places of instruction, policies on student examinations, and the duties and responsibilities, including classroom assignments of those in the bargaining unit.

The exercise of the foregoing powers, rights, authorities, duties, and responsibilities by the Board and the adoption of policies, rules, regulations, and practices in furtherance thereof, shall be limited only by the terms of this Agreement and then only to the extent such written terms hereof are in conformance with the Constitution and laws of the State of Illinois and the Constitution and laws of the United States.

ARTICLE V: ASSOCIATION-BOARD RELATIONS

Section 5.1. Dues Check-off

- a. Upon receipt by the College's Vice President, Administration and Finance from a Faculty Member covered by this Agreement of an authorization form prescribed by the Association, which authorization may be revoked according to the terms as specified on the voluntary authorization card, the Board agrees to deduct Association dues from such Faculty Member's paychecks in equal installments and remit such deduction as soon as possible to the Treasurer of the Association. The authorization form must be received by such Vice President at least 10 days prior to the payday on which deductions are intended to commence. Due's revocations are processed by the union. In the event that an employee revokes his/her duties in accordance with the terms in which they authorized the dues deductions, the union will notify the employer after the close of the revocations window.
- b. If a Faculty Member has insufficient or no earnings during a given pay period, the Association shall be responsible for collecting such Faculty Member's dues for that period.
- c. On or before (2) two weeks prior to the first pay distribution of the Fall term hereunder, the Association will notify the College's Vice President, Administration and Finance in writing of the amount of the term membership dues to be deducted during the next ensuing academic year.
- d. The Association agrees to indemnify and hold the Board harmless against any and all claims, demands, suits, orders, or judgments or other forms of liability (monetary or otherwise) brought or issued against the Board and for all legal costs that may arise out of or by reason of any action taken or not taken by the Board under the provisions of this Section. If an improper deduction is made and remitted to the Association, then the Association shall promptly refund any excess amount directly to the Faculty Member involved.

Section 5.2. Information to Association

Upon written request to the Executive Assistant to the President, the Board shall provide the Association with hard copy and/or electronic access as requested to available public, non-confidential information which relates directly to the Association's function as the exclusive bargaining representative for the employees covered by this Agreement in accordance with all applicable state or federal laws, rules, or regulations.

Upon receipt of any such request, the Executive Assistant to the President shall provide the information requested within seven work days or shall notify the Association President that an additional seven work days are needed to fill the request. If some or all of the information requested cannot be provided, then the Executive Assistant to the President shall give a written explanation of the reason to the Association President(s).

The Association shall be notified of the employer's receipt of a Freedom of Information Act (FOIA) request that asks for information about any bargaining unit member, including, but not limited to, names, email addresses, any part of a home address, or list of members of the union, dues payers, or non-members.

Section 5.3. Association Use of College Meeting Rooms, Technology and/or College Equipment

The Association President or designee may secure the use of the College meeting rooms and/or College equipment, including e-mail, and the technology necessary for virtual meetings, subject to the same terms and conditions as the Board shall apply to other groups.

The Board shall provide the Association with a dedicated lockable workspace to conduct Association business, including holding private meetings with bargaining-unit members and participation in virtual meetings.

The Board shall also provide, within the dedicated Association workspace, a location for an Association supplied file cabinet. The file cabinet shall be clearly labeled as property

of the Association to ensure proper identification. Access to the file cabinet and its contents shall be limited exclusively to the Association President or their designee. The College shall not open, inspect, search, photograph, copy, remove, or otherwise access the cabinet or its contents without the Association's written consent, except in an emergency. If the Association workspace must be relocated to a new, secure, mutually agreed-upon workspace due to renovation, temporary displacement, or similar operational need, a union representative must be present at the time the cabinet is relocated unless waived in writing.

Section 5.4. Access to Information

Unless precluded by law, upon request to the President or designee, the Board shall provide the President of the Association or designee access to information and records relevant to negotiations and the implementation and enforcement of this Agreement. Any requested information and/or records shall be provided within seven working days, or the President of the Association shall be notified of such additional time that shall be necessary to respond to the request. If a request or any portion thereof is denied, then the Association President shall be notified in writing of the reason or reasons for such denial.

Section 5.5. Board Meetings

The President (or Co-Presidents) of the Association shall be notified of the dates, times, and places of all regular and special meetings of the Board of Trustees at least 48 hours in advance of any such meeting, except in cases of an emergency meeting (in which event notification shall be given as soon as practicable prior to the meeting).

The Association President(s) shall be supplied with a copy of such information as is provided to media representatives in connection with each Board meeting. Such information shall be delivered to the Association President(s) at the same time that it is delivered or communicated to media representatives. Board minutes, including minutes of closed sessions that have been approved for release to the public, shall be made available to the Association President(s) upon request.

Upon giving 48 hours' advance notice to the President of the College, the Association President(s) or designee shall be allocated time to speak to any issue during a Board meeting. Without advance notice the Association President(s) or designee may speak to any agenda item scheduled for any Board meeting. The Association President(s) or designee shall be subject to the same Board rules as shall apply to other individuals or groups who wish to address the Board, which rules shall be made available to the Association President(s).

Section 5.6. The Association's Right to Meet with Newly Hired Faculty

The Association retains the right to meet with newly hired adjunct faculty, without charge to pay or leave time of the employees or agents of the Association, on the employer's premises or at a location mutually agreed to by the employer and Association, for up to one hour either within the first two weeks of employment in the bargaining unit or at a later date and time if mutually agreed upon by the employer and the Association. (Illinois Education Labor Relations Act 115 ILCS 5/3 Section 3.(c)1.(C)

If new faculty orientation is conducted online, the Association shall be provided equivalent access to communicate with new hires in a virtual format, such as a designated video meeting, online module, or other mutually agreed-upon method.

Section 5.7. Dignitary Visits

The College will inform the Association in advance of public visits by dignitaries or elected officials. The College will make a good faith effort to provide notice at least two (2) days in advance of the visit. A representative of the Association will be invited when practical. This section shall not be subject to Article VI.

Section 5.8. Association Workload Allocation

The Board shall provide the Association with a total stipend of six (6) ECH per regular academic semester (fall, spring) for the purpose of supporting Association representational duties. These duties include, but are not limited to, participating in labor-management

meetings, meetings with the College President or administration, representing the Association on shared governance bodies, and other official functions related to the administration of the collective bargaining agreement.

The ECH provided by the Board shall be distributed to no more than four bargaining unit members as determined by the Association and the ECH for this assignment shall count towards the total allowable part-time faculty load. Faculty receiving an ECH stipend who are appointed by the Association to serve on shared governance committees shall not be eligible for additional compensation for committee participation outside the ECH distributed under this provision. The Association shall notify the College in writing of the bargaining unit member(s) receiving allocations and the number of ECH assigned to each member. To be eligible for any stipend under this section, an employee must be a recognized member of the bargaining unit as defined in Section 2.1 or an elected representative of HAFA.

Payment calculation. Each bargaining unit member receiving an allocation under this section shall receive a stipend payment equal to the allocated ECH multiplied by that member's applicable part-time faculty instructional ECH rate (per the compensation table) for the semester in which the allocation is made.

No waiver of rights. Receipt of payments under this section shall not be construed to guarantee a teaching assignment or reduce or replace compensation otherwise due under this Agreement.

Section 5.9. Bargaining Team Release Time

Members of the Association's bargaining team shall be excused from their regular duties without the need to take leave for participation in negotiation sessions with the Board related to Collective Bargaining Agreements. However, reasonable efforts will be made to schedule negotiation sessions in a manner than minimizes conflicts with scheduled obligations.

ARTICLE VI: GRIEVANCE PROCEDURE

Section 6.1. Grievances

The goal of the grievance process is to secure at the lowest possible administrative level equitable solutions to alleged grievances of the faculty within the bargaining unit through procedures under which they may present grievances free from interference, coercion, restraint, discrimination, or reprisal.

Section 6.2. Definitions Used in the Grievance Procedure/Article

- a. Grievance is a claim by any person or group of persons within the bargaining unit or the Association based upon any claimed violation, misinterpretation, misapplication, or inequitable application of the terms or provisions of this Agreement and any signed Memorandum of Understanding (MOU) or Letter of Agreement (LOA) between the parties, unless such MOU or LOA expressly states that the grievance procedure is non-applicable.
- b. Supervisor shall mean the Supervising Administrator responsible for the area in which an alleged grievance arises.
- c. President is the President of the College.
- d. Association shall mean Heartland Adjunct Faculty Association.
- e. Aggrieved Party shall mean any person or group of persons within the bargaining unit or the Association.
- f. Personnel Administrator shall mean the person directly responsible for administering the Human Resources Department.
- g. Party In Interest shall mean any party named in a grievance who is not the

aggrieved party.

- h. Days shall mean Monday through Friday, exclusive of holidays.

Section 6.3. The Grievance Process

All Grievances shall include and be considered complete with the following:

- a. The name of the Aggrieved Party.
- b. The date of filing the Grievance.
- c. The section or sections of this Agreement alleged to be violated.
- d. A statement identifying the manner in which each identified section has been violated.
- e. The remedy or remedies sought by the Aggrieved Party.

Grievances shall begin at Stage 1 with the supervising administrator. However, when a grievance concerns a matter outside the direct authority of the supervisor, it may be filed directly at Stage 2 with the Provost and Vice President, Academic Affairs, with notification to the direct supervisor of the aggrieved. Except for informal decisions at Stage 1, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions, and supporting reasons therefore. Each decision shall be communicated in a timely manner to the aggrieved party and the Association.

The Administration will discuss with the Association all information relevant to the grievance at any step.

The preparation and processing of Grievances, insofar as practicable, shall be conducted during the hours of employment. All reasonable effort shall be made to avoid interruptions of classroom activity and to avoid involvement of students in any phase of the

grievance procedure. Should the processing of any Grievance require that a Faculty Member or Association representative be released from regular assignment, no loss of pay or benefit shall be incurred. Before scheduling any meeting held under this Article, the administration shall endeavor to consult with the aggrieved party to ensure availability and shall strive to accommodate, whenever feasible, the party's preferred meeting modality (e.g., in-person, virtual).

The parties agree to facilitate any investigation which may be required and to make available such relevant documents, communications, and records concerning the alleged Grievance as may be requested by the Aggrieved Party or the Board or their duly authorized representatives.

Any Aggrieved Party has the right to have a representative of his or her choice present at all stages of this grievance procedure, excluding representatives of competing labor organizations. At no time can the supervisor require a meeting regarding a grievance without an Association representative present.

No interference, coercion, restraint, discrimination, or reprisal of any kind at any time shall be taken by any party hereto against the Aggrieved Party, any Party In Interest, any representative, or any other participant in the grievance procedure or any other person by reason of such Grievance or participation therein.

Nothing contained herein shall be construed as limiting the right of the Aggrieved Party to discuss the matter informally with any appropriate member of the administration and having the Grievance informally adjusted, provided the adjustment is not inconsistent with the terms of this Agreement, and the Association (by notice to the President or designee) has been given the opportunity to be present at such adjustment and to state its views on the Grievance. In the event that any Grievance is adjusted without formal determination pursuant to this procedure, while such adjustment shall be binding upon the Aggrieved Party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding in future proceedings.

Section 6.4. Time Limits

Consideration should be given to completing each stage as expeditiously as possible. However, the time limits specified for either party may be extended by mutual written agreement including agreement via email.

No grievance shall be entertained, and such grievance shall be deemed waived, unless the grievance is presented at the first available stage within 30 days after the Aggrieved Party knew or should reasonably have known of the act or condition on which the Grievance is based. If for any reason the aggrieved party is on sick leave or FMLA leave, upon request by the Faculty Member or the Union to the supervisor, the 30-day timeline will be suspended until the aggrieved party has returned to work.

If the Union has raised an issue at CSI (Council on Shared Interests) and the issue is actively under discussion, the grievance timeline shall be held in abeyance while CSI discussions on the issue are ongoing. If CSI discussions on the issue end without resolution due to impasse, the grievance timeline shall begin in full on the date impasse is reached.

If a decision at one stage is not appealed to the next stage of the procedure within the time limits specified, the Grievance shall be deemed to be abandoned and further appeal under this Agreement shall be barred.

Failure at any stage of the grievance procedure to communicate a decision to the Aggrieved Party, his or her representatives, or the Association within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.

Section 6.5. Stages in the Grievance Process

Stage 1: The Aggrieved Party will discuss his or her Grievance with his or her Supervising Administrator and/or Dean, with the objective of resolving the matter informally. If

a supervisor fails to attend the Stage 1 meeting without reasonable cause, the aggrieved party may elect to consider this step complete.

Stage 2: If the Grievance is not resolved informally, it shall be reduced to writing and presented to the Provost/Vice President, Academic Affairs within 10 days.

Within 10 days after receipt of the Grievance the Provost shall hold a meeting with the Aggrieved Party and/or his or her representative and any other person(s) necessary to decide the grievance.

Within 10 days after conclusion of the meeting a decision shall be rendered thereon, in writing, and presented to the Aggrieved Party and to the Association President or designee.

Stage 3: If the Aggrieved Party is not satisfied with the written decision at the conclusion of Stage 2 and wishes to proceed further, he or she shall, within 10 days, file a written appeal of the decision with the President, submitting copies of the decision with the appeal.

Within 10 days after receipt of the appeal the President shall hold a meeting with the Aggrieved Party and/or his or her representative and any other person(s) necessary to decide the Grievance.

Within 10 days after conclusion of the meeting, a decision shall be rendered thereon, in writing, and presented to the aggrieved party.

Stage 4: If the Association is not satisfied with decision in Stage 3 and wishes to proceed further, the Association shall notify the Personnel Administrator of the Association's intent to arbitrate within 10 days of receipt of the decision at Stage 3. The parties agree to at least one mediation session with a mediator mutually agreed upon or selected from a panel provided by the Federal Mediation and Conciliation Service (FMCS), the Illinois Education Labor Relations Board (IELRB), or agreed upon private mediator if the

cost is reasonable and acceptable to both parties. If no reasonable alternative is identified or agreed upon, both parties may mutually waive the mediation step in writing for that specific grievance. Whichever method is selected, the parties shall immediately begin the process of selecting an arbitrator so as not to delay the grievance process should mediation be unsuccessful.

The parties shall attempt to agree upon an arbitrator within 10 days after receipt of notice of referral to arbitration. In the event the parties are unable to agree upon an arbitrator within the said 10-day period, the parties shall jointly request either the Illinois Educational Labor Relations Board or the Federal Mediation and Conciliation Service to submit a panel of five arbitrators. Both parties shall have the right to strike two names from the panel as follows:

- For the first arbitration hereunder, the Association shall strike the first and third names from the panel, and the Board shall strike the second and fourth names.
- For the second arbitration hereunder, the Board shall strike the first and third names from the panel, and the Association shall strike the second and fourth names.
- The parties shall alternate the striking order for each subsequent arbitration.
- The person remaining in each instance shall be the arbitrator.

Each party shall have the right to strike one entire panel. More than one Grievance may be submitted to the same arbitrator if both parties mutually agree in writing. The arbitrator shall be notified of his or her selection by a joint letter and shall be requested to set a date and time for the hearing, subject to the availability of the parties, their representatives, and necessary witnesses.

The arbitrator's decision will be in writing and will set forth his or her findings of fact, reasoning, and conclusions.

The arbitrator shall have no power or authority to add to, subtract from, or modify the express provisions of this Agreement or to make any decision which requires the commission of an act prohibited by law.

The decision of the arbitrator shall be final and binding upon both parties.

The fees and expenses of the arbitrator shall be divided equally between the parties; provided, however, that each party shall be responsible for compensating its own representatives and witnesses. The parties shall have the right to have a transcript of the hearing made, provided that it shall bear the full cost for the transcript.

Section 6.6. Grievance Files

The Human Resources Office is responsible for maintaining the official files for all grievance cases. These grievance files shall be kept separate from all other personnel files.

Only the following individuals shall have access to these files: Board of Trustees, Legal Counsel retained by the College, the Secretary to the Board of Trustees, the President of the College, the Executive Director of Human Resources, the President of the Association, the Chairperson of the Welfare or Grievance Committee for the Association, legal counsel or designee or other representative retained by the Association, and the Provost/Vice President, Academic Affairs.

The aggrieved party, his/her representative and the aggrieved party's immediate supervising administrator shall have access only to the case at issue for that faculty member.

Complete official files shall be kept for a minimum period of five years. Thereafter, a log containing only a statement of nature of the grievance and its final disposition shall be sufficient.

ARTICLE VII: CONDITIONS OF EMPLOYMENT

Section 7.1. Mandatory Training

Adjunct Faculty shall participate in assigned HR trainings as a condition of employment when the training is provided to comply with statutes, rules, regulations, or to meet commonly accepted employment standards provided such training can be completed online. The College shall compensate the adjunct faculty member based on the provider's estimated time for completion of the course.

Assigned HR trainings shall be compensated at the same rate as meeting attendance outlined in Section 12.4 for all mandatory training.

Additional mandatory training may include new adjunct orientation and training at the department or program levels required for accreditation or safety. These trainings will be compensated at the meeting attendance rate outlined in Section 12.4.

Section 7.2. Academic Calendar

The term "regular academic year" shall include the fall and spring terms and shall begin in or about mid-August and shall end in or about mid-May. The Board shall establish the academic calendar for each year of this Agreement based on the recommendations of the College's Academic Calendar Committee.

Section 7.3. Recommended Class Size

While appropriate class size will differ from course to course, the parties acknowledge that class size has an impact on teaching and learning effectiveness and that they shall act in good faith throughout the term of this Agreement to maintain reasonable class sizes appropriate to each course. To facilitate this objective, the Provost/Vice President, Academic Affairs, Supervising Administrators, and Faculty shall take into account the following factors for determining recommended class size ranges among courses within each division:

- Course design, content, and difficulty.
- Special instructional needs of students and Faculty.
- Reasonable classroom seating capacity.
- Availability of necessary equipment.
- Established practices at HCC and peer institutions.
- Legal requirements based on state regulations.
- Availability of support services and support staff.
- Requirements of clinical and other cooperating institutions.
- Relevant ongoing research in respect to student performance.

Recommended class size ranges shall be included in the Five-Year Program Review process. Any changes to the recommendations resulting from this review will be included for discussion on the fall division meeting agenda for each academic division. If the Faculty and Supervising Administrator cannot come to complete agreement in respect to the class size, then the recommendation shall be referred to the Provost and Vice President, Academic Affairs for a final determination by October 1. Upon request of the Faculty, or Supervising Administrator, the Provost and Vice President, Academic Affairs shall convene a meeting to discuss the matter before making final determination. Written notice of such final determination shall then be given to the Supervising Administrator and Faculty Members together with the Provost's rationale for such determination. The final list of recommended class size ranges shall be placed on file with the academic scheduling office by October 15.

If at any time during the term of this Agreement, the supervising Administrator or Faculty shall seek to amend the class size list, then the matter shall be placed on the next

division meeting agenda for consideration and written notice shall be provided to the Association upon decision.

If the supervising administrator and faculty cannot thereafter agree on the appropriate class size range for any course, then the matter shall be referred to the Provost and Vice President, Academic Affairs, for final determination. Written notice of such final determination shall be given to the Supervising Administrator and faculty members together with the Provost and Vice President, Academic Affairs' rationale for such determination and placed on file with the academic scheduling office, with a copy to the Association.

Section 7.4. Assignment to Classes

Based on a tentative class schedule, and subject to the course guarantee rights set forth in Section 7.5 for Adjunct Faculty in Tier 4 or 5 (and those in Tier 3 prior to the Spring 2014 term), Supervising Administrators shall assign classes in accordance with the following procedure:

1. Supervising administrators shall attempt to honor requests and preferences of Adjunct Faculty Members in making class assignments, assuming such requests comport with scheduling needs.
2. In the event of conflicting requests or preferences by Faculty Members, the Supervising Administrators shall consider the following factors in making class assignments for Adjunct faculty:
 - a. Seniority should first be considered in an effort to promote longevity and support professional achievement as evidenced by promotion.
 - b. Seniority is defined first by Tier and then, in the event of a conflict between same-tier faculty, by time in Tier. Time in Tier shall be determined by calculating the number of semesters taught in a Tier, with a maximum accrual of two semesters of seniority credit per academic year.

- c. The Faculty Member's education, experience, and ability to teach a particular course or courses.
 - d. Performance evaluations.
 - e. Distribution of course assignments within the department in order to promote versatility among the department's Faculty.
3. By the first day of the Fall term, the College will publish an Adjunct Faculty seniority list organized by discipline on the College's employee portal, in a location accessible for viewing by all Adjunct Faculty. The list will reflect promotions effective in the Fall term. The published list will serve as the official seniority list used to inform any and all course assignments made after the date of publication.
 4. The Supervising Administrator shall endeavor to make Adjunct Faculty aware of course assignments that are held in contingency by Full-time Faculty through an initial posting of such courses.
 5. After assignment of Full-time Faculty, Adjunct Faculty shall be notified in writing or by electronic communication of their tentative assignments for any given academic term by August 15 for the following Spring term and by January 15 for the following Summer and Fall terms.

Any Adjunct Faculty who have questions about their assignments may request and receive an explanation from their Supervising Administrator. Such explanation shall be subject to review by the appropriate Dean upon appeal by any such Faculty Member. If the Faculty Member is not satisfied with the explanation and/or decision of the Dean, then the matter may be appealed to the Provost/Vice President, Academic Affairs, provided that the Faculty Member shall first give notice of the appeal to an Association representative. The Faculty Member may be accompanied by an Association representative during any meeting with the Supervising Administrator, Dean, or Provost. After notice of assignments are communicated to Adjunct Faculty, a class assignment may be changed or withdrawn by the Supervising Administrator in the event the class is canceled for insufficient enrollment or

other good cause or in the event a Full-time Faculty Member needs such assignment to meet load or overload.

The final class schedule and Faculty assignments shall be determined by the Board.

Section 7. 5. Tier 4 and Tier 5 Course Guarantee

Adjunct Faculty in Tiers 4 and 5 (and those in Tier 3 prior to the Spring 2014 term) shall be given the following preferences:

- An assurance of a teaching assignment in their discipline, consisting of no less than one course section, provided a section is available after assignment of Full-time Faculty has been finalized.
- In making such assignment, the Supervising Administrator shall endeavor to fulfill the Tier 4 and Tier 5 Adjunct Faculty Member's assignment preference(s) in accordance with Section 7.4 hereof, provided that such preferences are submitted to the Supervising Administrator by the established deadline for the term in question. The course guarantee of a Faculty Member who receives two unsatisfactory performance evaluations in a three-year period may be revoked. Upon receipt of the first unsatisfactory performance evaluation, a plan of improvement and a timeline to fulfill the plan will be established. In the case that a second unsatisfactory performance evaluation is received, the performance evaluation shall identify the revocation and the reasons for such revocation. Upon satisfactorily fulfilling the improvement plan, and no sooner than one term, nor later than one year after revocation, the Faculty Member's course guarantee will be reinstated, provided, however, that no additional issues of performance sufficient to constitute another unsatisfactory performance evaluation arise during the period of the improvement plan.
- An Adjunct Faculty Member with a course guarantee who does not teach after six (6) consecutive semesters, resigns or retires his/her position as an Adjunct Faculty

Member, shall upon rehire, remain in his/her tier structure based on semesters taught; however, said instructor shall not retain the course guarantee associated with his/her tier as described in Section 7.5 above. The course guarantee shall be reinstated upon completion of two terms of teaching and an above satisfactory performance evaluation. If the College does not complete the faculty member's evaluation by the end of the second term, the course guarantee shall be reinstated.

Section 7.6. Intellectual Property

For purposes of this Section, "Intellectual Property" means instructional materials, course content, works of authorship, and any other work product created by a Faculty Member in any format, including but not limited to documents, presentations, assignments, assessments, rubrics, videos, audio, graphics, learning objects, professional development materials, and any other materials used to teach, support, assess, develop, or improve instruction.

A. Faculty-Owned Intellectual Property

In any case where there is no written agreement between the faculty member and the college about the ownership of the Intellectual Property that the faculty member produced, the Intellectual Property shall be owned exclusively by the faculty member. This is true even if the faculty member produced it during the process of teaching a course for which they are paid by the College or the production of property involves incidental use of the College's equipment or standard College-funded resources.

If Intellectual Property is owned exclusively by the faculty member, the College may not use, share, duplicate, or redistribute that property without the faculty member's express written consent.

B. College-Owned Intellectual Property

Intellectual Property developed by a faculty member shall belong to the Board only when the parties agree in writing that the work is owned by the Board.

If the Intellectual Property is owned exclusively by the Board, the faculty member may use that property only with the Board's express written consent, provided that such consent shall not be unreasonably withheld for professional portfolio, job-search or non-commercial scholarly purposes.

C. Jointly-Owned Intellectual Property

Intellectual Property may be jointly owned by the faculty member and the Board when the parties agree in writing that the work is jointly owned.

For jointly owned Intellectual Property, each party may use the materials only as specified in the written agreement. Neither party shall license, sell, or otherwise commercially exploit the jointly owned Intellectual Property, or provide it to third parties for revenue-generating purposes without the prior written consent of the other.

D. Voluntary Transfer of Copyright

The faculty author may voluntarily transfer copyright to the College only via express, written and signed agreement that reasonably identifies the work being transferred and scope of right conveyed.

E. Recording and Redistribution

In no event shall video or audio recordings of a Faculty Member's lecture, performance, or presentation be made or used by the College without the express written consent of the Faculty Member. Upon written request, the Faculty Member shall be provided by the College, at no cost to the Faculty Member, a copy of all video and/or audio recordings.

F. Deletion and Removal of Faculty-Owned Materials

Upon the faculty member's request, the College shall delete the requested faculty-owned Intellectual Property from institutional and/or vendor systems. This may be done at any time, including after the faculty member separates from the College.

Section 7.7. Other Employment

The College does not claim the right to prohibit or restrict Faculty Members from accepting or performing other employment. However, the College does expect Faculty Members, while under contract at the College, to refrain from engaging in outside activities or employment that would prevent them from fulfilling their contractual obligations to the College in a competent and professional manner.

Section 7.8. Personnel Files

Personnel files shall be maintained by the Human Resources Office for all Faculty Members. Personnel files shall ordinarily contain the application for employment, resumes, transcripts, payroll records, evaluations and self-evaluations, commendations, and other documents in respect to Faculty Members' performance and conduct. No document that is derogatory to any Faculty Member's performance, conduct, or character shall be placed in the personnel file unless the Faculty Member has first had an opportunity to review such document. Upon completing such review, the Faculty Member shall sign the document to evidence that it has been reviewed. The Faculty Member's signature thereon shall not be construed to indicate the Faculty Member's agreement with the contents of the document. Faculty Members have the right to prepare a written response to any document that is or shall be included in the personnel file, and such written response shall be appended to such document. The Board's failure to respond to such written response by the Faculty Member shall not be construed to indicate agreement with the contents of such response. Evaluation documents included in the personnel file shall not be amended or altered without written consent of the faculty member, except as required by law or through a mutually agreed-upon grievance resolution. The faculty member retains the right to withhold consent to any amendment or alteration.

Upon written request, a Faculty Member or designated representative of the Faculty Member may review his or her personnel files at any time convenient to the Human Resources Office and may make copies of any documents contained in the personnel files at the Faculty Member's expense. The Employer shall provide electronic copies of personnel files to the faculty member and their designee, as required by law.

ARTICLE VIII: DISCIPLINARY PROCEDURES

Section 8.1. Progressive Discipline

For just cause, Adjunct Faculty Members shall be subject to progressive disciplinary action by the Administration and/or Board. Adjunct Faculty Member misconduct shall result in disciplinary sanctions ranging from verbal reprimand through dismissal according to the following schedule:

1. Verbal Reprimand by the Administration

A record of each verbal reprimand shall be documented and placed in an administrative file maintained by the Executive Director of Human Resources. A verbal reprimand shall remain in effect for a reasonable period of time, as determined by the Administration, depending on the severity and/or repetitive nature of the offense. This time period will be indicated in the required documentation that shall include an improvement action plan for the Adjunct Faculty Member as well as a timeline for follow-up with the supervisor during that time period.

2. Written Reprimand by the Administration

Any written reprimand shall be provided to the Adjunct Faculty Member, and a copy of such reprimand shall be placed in the faculty member's Human Resources personnel file and shall concurrently be provided to the Association by the Administration. The Adjunct Faculty Member shall acknowledge the receipt of the reprimand by signing it. The Adjunct Faculty Member's signature does not indicate agreement with the content of the document, only receipt of the document. The Adjunct Faculty Member shall have the right to respond to the reprimand placed in their personnel file by submitting a written response within fourteen (14) calendar days. The response shall be placed in the Faculty Member's personnel file, alongside the reprimand. Should the Adjunct Faculty Member refuse to sign the reprimand, the Administrator shall note the Adjunct Faculty Member's refusal in writing on the reprimand, followed by the date and signature of the

Administrator. A written reprimand shall remain in effect for a reasonable period of time, not to exceed one calendar year, depending on the severity and/or repetitive nature of the offense. This time period will be indicated in the required documentation that shall also include an improvement action plan for the faculty member as well as a timeline for follow-up with the supervisor during that time period.

3. Suspension by the Administration

The President may impose suspension without pay for no more than 30 work days, provided that the Adjunct faculty member shall be given an opportunity to first meet with the President regarding the cause or causes for such suspension.

4. Dismissal by the Board

The Board shall act on all dismissals from the College. A first offense of serious misconduct may result in dismissal without prior warning.

Section 8.2. Disciplinary Meetings

A. Investigatory Meeting

In the event the College holds an investigatory interview of an Adjunct Faculty Member, which may lead to discipline of that Adjunct Faculty Member, then the College will notify the Adjunct Faculty Member of their right to have a Union representative present at the investigatory interview. The Adjunct Faculty Member shall suffer no loss of pay for attending the Investigatory Meeting. The College will provide the Adjunct Faculty Member seventy-two (72) hours written notice if an investigatory interview is held. The written notice will advise the Adjunct Faculty Member of the time and location of the investigatory interview, the reasons for the interview, and the Adjunct Faculty Member's right to have a Union representative present.

B. Pre-Discipline Meeting

For any contemplated discipline of an Adjunct Faculty Member, the College will hold a pre-discipline meeting with the Adjunct Faculty Member to inform them of the reason for the contemplated disciplinary action. The College will provide the Adjunct Faculty Member seventy-two (72) hours written notice of the pre-discipline meeting. The written notice will advise the Adjunct Faculty Member of the time and location of the pre-discipline meeting, the reasons for the pre-discipline meeting, and the Adjunct Faculty Member's right to have a Union representative present. At this pre-discipline meeting, the Adjunct Faculty Member will be provided an opportunity to respond to reasons for the contemplated disciplinary action. After the pre-discipline meeting, the College shall consider the Adjunct Faculty Member's responses and determine whether to proceed with the discipline. The College will promptly communicate its decision to the Adjunct Faculty Member, in writing.

Section 8.3. Initial Disciplinary Step

The Association and Board acknowledge that appropriate disciplinary sanctions for any Adjunct Faculty Member misconduct shall be determined by the Administration and/or Board based on the repetitive nature of such misconduct and/or the magnitude or severity thereof. The initial disciplinary step shall depend on the severity of the offense.

Section 8.4. Administrative Leave Pending Investigation

In connection with any allegation of misconduct, the President or Board may grant administrative leave with pay pending the investigation of such allegation. Any Adjunct Faculty Member subject to administrative leave shall receive written notice of the allegation giving rise to such action as soon as possible, not to exceed fourteen (14) calendar days after the start of administrative leave, and may make a written response to such notice which shall be attached to the College's copy of such notice.

Administration shall endeavor to conclude investigations within 45 business days unless exceptional circumstances require additional time, in which case the faculty member and Association shall receive a written explanation of the delay. The Adjunct Faculty Member shall also receive status updates every 15 business days regarding the progress of the investigation.

ARTICLE IX: EVALUATION PROCEDURE

Section 9.1. Purpose

The College has the following general, professional expectations of all Faculty.

- Teach.
- Integrate and evaluate student learning outcomes within the framework of the Heartland Community College assessment protocols.
- Prepare syllabi for courses taught consistent with CAS and ICCB approvals.
- Manage student issues and problems in a manner consistent with the Student Handbook.
- Create a learning environment that fosters student success and the attainment of defined learning outcomes on the master syllabus.
- Demonstrate competence and remain current in one's discipline.
- Use major IT systems necessary for performance of basic job duties including College email, grade and required attendance submissions; and College learning management systems.
- Cooperate with Student Success and Enrollment Services staff in advocating for student persistence and pathways to completion.
- Maintain reasonable accessibility to students.
- Cooperate with college-wide and division instructional goals.

The purpose of this evaluation procedure is to acknowledge and reinforce commendable instructional practices, maintain instructional excellence, apprise Faculty Members of their strengths and weaknesses, and to assist the Board in making employment decisions. Evaluations shall focus on assessing a faculty member's job performance, and fulfillment of professional expectations. Evaluations shall not be used as a replacement for discipline.

Section 9.2. Evaluation of Faculty Members

The Supervising Administrator or appropriate designee shall conduct at least one classroom observation during each Adjunct Faculty Members' first term of employment and will complete a full evaluation of each Adjunct Faculty Member in writing within the second term of employment. Provided performance is satisfactory, the Supervising Administrator or designee shall then conduct a full evaluation at least once every three years. This full evaluation shall include a self-evaluation, at least one classroom observation, a summary of student evaluations conducted in each course taught by the Adjunct Faculty Member since the last evaluation year, a supervisor evaluation, with identified goals and/or a remediation plan if appropriate, and a review of the evidence of assessment of student learning.

The components of the evaluation procedure are not weighted but are all aspects of a holistic evaluation of the instructor's performance.

- a. Classroom Observation. The classroom observation shall be conducted on a date, class, and timeframe agreed to by the Adjunct Faculty Member and Supervising Administrator or designee. Unless otherwise agreed to by the adjunct faculty member and the supervising administrator, the adjunct faculty member will receive formal written feedback within 14 calendar days of the observation. Following each observation, the Supervising Administrator or designee or the Faculty Member may request a meeting to review the observation. Faculty in Tier 3 or above may request an additional classroom observation be conducted by a Tier 4 or Tier 5 Adjunct Faculty Member or Professor II or Distinguished Full-time Faculty Member. The Faculty Member being observed shall notify the Supervising

Administrator in writing that this process will be used.

- b. Student Evaluations. Student evaluations as measured by the College-approved student survey may be administered in each course taught by a Faculty Member.
- c. Evidence of Assessment. Adjunct Faculty shall provide evidence of assessment of student learning within the framework of Heartland Community College assessment protocols.
- d. Self-Evaluation. A Faculty Member shall include in the official evaluation a completed self-evaluation form. Such self-evaluation may identify goals for professional development and career advancement. Such faculty-identified goals are not contractually binding. Failure to achieve such voluntary goals identified by the Faculty Member shall not be subject to negative evaluation by the Supervising Administrator. Continuing education toward such goals may be supported by the College within negotiated benefits or through existing resources such as the Instructional Development Center and the Faculty Academy.
- e. Evidence of Academic Engagement (voluntary). Faculty members shall have the right to include evidence of academic engagement. Academic engagement includes the Faculty Member's professional development, service activity, research and scholarship. Examples of academic engagement activities include but are not limited to conferences, workshops, seminars, continuing education, other employment activity that enhances teaching practices, consulting, publications, presentations, exhibits, performances, committee and team participation, curriculum development, peer mentoring, student club advisement, relevant community activities, and professional organizations.

Notification of the Faculty Member's full evaluation shall be made by the Faculty Member's Supervising Administrator or designee no later than the end of the third week of the term in which the full evaluation will be completed. Following any full evaluation, the Faculty Member shall meet with the Supervising Administrator to review the contents of the

full evaluation. This evaluation meeting is to be completed after receiving the written full evaluation. This evaluation meeting is to be completed no later than 20 days following the receipt of the written evaluation. If the faculty member is applying for promotion, then the evaluation meeting must be scheduled by midterm of the term in which the full evaluation is to take place. A copy of each component of the full evaluation shall be provided to the Faculty Member.

The full evaluation shall categorize the Adjunct Faculty member's performance as: 1) above satisfactory, 2) satisfactory, or 3) unsatisfactory. Such categorization is based on the supervisor's review of the items contained in the evaluation as well as the Adjunct Faculty Member's fulfillment of the professional expectations of faculty outlined in Section 9.1. The full evaluation will contain comments explaining the reason or reasons the Supervising Administrator categorized the Faculty Member's performance as above satisfactory, satisfactory, or unsatisfactory.

Section 9.3. Supplemental Evaluations

In addition to the evaluations set forth above, the Provost/Vice President, Academic Affairs (or designee) may elect to conduct additional evaluations of any Faculty Member as the Provost (or designee) shall deem necessary and appropriate if significant performance and/or conduct deficiencies are identified.

Section 9.4. Response to Evaluation

The Faculty Member may submit a written response to the evaluation within 20 days of evaluation meeting; such response must be delivered to the appropriate Supervising Administrator and will be attached to the evaluation. The acceptance of a response from a Faculty Member without further comment or action by the Board shall not imply or create any presumption that the Board agrees with the contents of the Faculty Member's response. All evaluations and any responses thereto, shall be placed in the Faculty Member's personnel file.

Section 9.5. Evaluation Instruments

Any evaluation instrument used in connection with the administration of this Article shall be established or revised by mutual agreement in writing of the Association and Board.

Section 9.6. Application of Grievance Article

The content of any evaluation or review shall not be subject to the grievance procedure set forth in Article VI hereof, provided, however, that the procedures contained herein shall be subject to such Article VI.

ARTICLE X: PROMOTION PROCEDURE

Adjunct Faculty Tier Structure

- a. Initial Placement. Any Adjunct Faculty Member employed by the Board after the effective date of this Agreement shall be placed initially into Tier 1 with the rank of Adjunct Instructor I. Any Adjunct Faculty Member employed by the Board prior to the effective date of this Agreement shall be placed initially into their current Tier.

Adjunct Faculty who have taught 13 terms by the end of the Fall 2013 semester will retain their course guarantee.

- b. Promotion Eligibility. All promotions will be submitted to the Board each June for approval consideration upon recommendation of the President. For the purposes of promotion eligibility, “a term” shall be defined as a summer, fall, or spring semester and “a year” shall be defined as beginning with the summer term and ending with the spring term. To be eligible for promotion to a new tier, Adjunct Faculty Members shall meet the following minimum requirements:

- i. Tier 1 to Tier 2: Completion of six terms and no less than 3 years of teaching at HCC, request of an evaluation, completion of Adjunct Faculty Academy I and completion of a written reflection on the instructor’s Teaching Philosophy. If the Supervising Administrator fails to complete the evaluation process within the required time as set forth in Section 9.2 and the faculty member has fulfilled all other requirements, the faculty member will be promoted to Tier 2.
- ii. Tier 2 to Tier 3: Completion of six terms and no less than 3 years of teaching at HCC in Tier 2, request of an evaluation, and completion of one additional Faculty Academy, On-Course Workshop, or other evidence of appropriate academic engagement. If the Supervising Administrator fails to complete the evaluation process within the required time as set forth in Section 9.2 and the faculty member has fulfilled all other requirements, the faculty member will be

promoted to Tier 3.

- iii. Tier 3 to Tier 4: Completion of six terms and no less than 3 years of teaching at HCC in Tier 3, request of an evaluation, and completion or delivery of one additional Faculty Academy, On-Course Workshop, or other evidence of appropriate academic engagement; a written reflection on the instructor's previously shared Teaching Philosophy; a written reflection on the instructor's Instructional Design; and a ranking of Above Satisfactory on the last evaluation. If the Supervising Administrator fails to complete the evaluation process within the required time as set forth in Section 9.2 and the faculty member has fulfilled all other requirements, the faculty member will be promoted to Tier 4.
- iv. Tier 4 to Tier 5: Completion of Six terms and no less than 3 years of teaching in Tier 4; request of an evaluation, completion or delivery of one additional Faculty Academy, On-Course Workshop, or other evidence of appropriate academic engagement; a written reflection on the instructor's previously shared Teaching Philosophy; a written reflection on the instructor's previously shared Instructional Design; and a ranking of Above Satisfactory on last evaluation. If the Supervising Administrator fails to complete the evaluation process within the required time as set forth in Section 9.2 and the faculty member has fulfilled all other requirements, the faculty member will be promoted to Tier 5.
- c. Promotion Materials. Promotion Materials for tier movement shall be completed based on the relevant guidelines established by the Promotion Evaluation Review Team and submitted to the Supervising Administrator for review no later than the last working day in January.
- d. Promotion Evaluation. An Adjunct Faculty member who is eligible for and seeks promotion must request full evaluation from their Supervising Administrator no later than last working day in August. If the faculty member is not teaching during the fall semester, the request must be made no later than the last working day in January, for promotion in the following academic year. The evaluation process

- shall be completed by the Supervising Administrator (or appropriate designee) by the end of the term in which the promotion process is conducted. If the faculty member has received a full evaluation and/or classroom observation within the preceding eighteen (18) months, the faculty member may elect to use the evaluation and/or observation for the promotion process in lieu of completing an additional evaluation or observation.
- e. Promotion Notification. After Board approval of promotion, the Faculty Member and their supervisor shall be provided written notification by the Provost/Vice President, Academic Affairs within 30 calendar days of the Board action. Such notice will include the effective date of the promotion and the resulting tier level. All promotions will be submitted to the Board in June, upon recommendation from the President. All tier movement shall be effective beginning with the fall term following approvals at the June Board meeting.
 - f. Appeal Process. Candidates for Tiers 4 and 5 who fail to be ranked Above Satisfactory on their evaluation may elect to appeal the decision within 10 calendar days of the receipt of their evaluation. The appeal must be submitted in writing to the Provost/Vice President, Academic Affairs, who will review the decision with a faculty member selected by the President of the Heartland Adjunct Faculty Association with approval of the Faculty Member seeking to appeal. The faculty member selected must be of equal or higher rank than the faculty member seeking to appeal. The President of the College will consider the review of the selected faculty member and the Provost before making a final decision on the appeal.
 - g. Faculty Tier Structure. Adjunct Faculty tier structure shall consist of the following:
 - 1. Tier 1: Adjunct Instructor I
 - 2. Tier 2: Adjunct Instructor II
 - 3. Tier 3: Assistant Adjunct Professor

- 4. Tier 4: Associate Adjunct Professor
- 5. Tier 5: Distinguished Adjunct Professor
- h. Salary Adjustments for Promotion. Each promotion shall be accompanied by an increase to the base salary as outlined in Section 12.2.
- i. Return to Unit. Adjunct Faculty returning to the Bargaining Unit following a break in service retain their tier and time-in-tier-seniority as defined in Section 7.4.
- j. Additional Heartland Employment. Bargaining Unit members engaged in other employment with the College continue to maintain tier status, accrue seniority, and follow the promotion procedures set forth herein.

ARTICLE XI: ACADEMIC FREEDOM, PROFESSIONAL RIGHTS, AND RESPONSIBILITIES

Section 11.1. Board Recognition of Academic Freedom

The Board recognizes that all Faculty are entitled to academic freedom and that academic freedom is necessary for the advancement of truth and is a fundamental protection of the rights of Faculty and students.

- Faculty have the right to engage in intellectual debate relative to the course or discipline without fear of censorship, reprisal or institutional interference.
- Faculty have the right to remain true to their pedagogical philosophy and intellectual commitments, including shared governance, research, scholarship and creative activities.
- Faculty are entitled to freedom in the classroom in discussing subject matter but should not introduce controversial matters bearing no relation to the subject.

Section 11.2. Rights as a Citizen

The Board recognizes the right of the individual Faculty Member to speak or write as a citizen, to engage in community affairs and political activities, and to express opinions free from institutional censorship or discipline; provided, however, that any such Faculty Member take such steps as are appropriate so as not to indicate that the Faculty Member is acting or speaking on behalf of the institution.

Section 11.3. Board Recognition of Shared Governance

The Board recognizes the following faculty/academic administration shared governance structures, responsible for establishing academic policy and procedures:

Assessment Committee (AC): 1) determination and assessment of the College's shared learning outcomes; 2) academic program review; and 3) College learning assessment efforts

Curriculum and Academic Standards (CAS) Committee: 1) course and program approval; 2) academic policies and procedures approval; and 3) matters concerning academic standards and rigor

Promotion Evaluation Review Team (PERT): Pursuant to Article IX, 1) regular review, revision, and approval of adjunct faculty evaluation processes and instruments; and 2) administration of adjunct faculty promotion processes.

Voting membership for each Committee shall be outlined in the bylaws ensuring balanced representation from faculty and other employees and shall include the Association president or a designee as a voting member.

The participation or vote of an Association representative on a shared governance committee shall not, in itself, constitute Association approval or agreement.

Section 11.4. Course Goals and Content

Consistent with the ICCB and CAS approved master syllabus, Faculty Members shall have the right to determine reasonable course goals, reasonable methods of instruction, classroom assessment practices, course content, and reading materials consistent with individual syllabi and subject to Board rights, policies, and procedures. In the exercise of Faculty rights and responsibilities, each Faculty Member shall develop a syllabus for each course which shall include an outline of course goals and objectives. In addition, the individual course syllabus shall include methods of instruction, course content, and topical outline, required and recommended reading materials, grading practices, and attendance policy. Such syllabus shall be distributed to each student in the course on the first day the course meets and shall be considered a contract between the instructor and student and will be considered as a primary source document in a grading dispute brought under the student

appeals procedure.

Each Faculty Member shall submit a copy of each student syllabus for each class taught to their immediate supervising administrator, 5 calendar days prior to the session start date. If a course syllabus is unacceptable to the Board because it fails to meet the criteria set forth above, then the Faculty Member shall be informed of the reasons why it is unacceptable, and the syllabus shall be returned to the Faculty Member for revision and re-submittal within three College work days.

Section 11.5. Faculty Assignment of Grades/Academic Misconduct

Faculty Members shall be responsible for the determination and issuance of academic grades for the courses they teach, and in the event of an academic appeal there shall be a presumption that the assigned grade is correct.

In respect to matters involving academic issues, students may initiate appeals by following the procedures as set out in the Student Handbook. Appeal decisions will be based on an assessment of whether or not there was an error in the grade calculation or if there was any misconduct on the part of the faculty member.

Faculty Members shall have initial jurisdiction over violations of academic integrity which may occur in their course. Faculty shall have the right to impose such penalty as they shall deem appropriate to the circumstances, up to a maximum penalty of assigning an F grade for the course and removal of the student from the course for that academic term. If a Faculty Member believes that a more severe penalty is warranted, then the Faculty Member may refer the matter to an academic integrity hearing.

Section 11.6. Instructional Technology and Materials

A. Instructional Materials

Faculty members, in consultation with academic administrators, shall have primary responsibility for selecting instructional materials for their courses, consistent with master syllabus requirements.

In the event of a conflict regarding the selection of a textbook or other instructional materials, and such conflict is not collaboratively resolved by the faculty member and their supervising administrator, (or designee) shall determine the selection of the textbook and/or instructional materials based on academic disciplinary best practices and alignment with master syllabus course outcomes. The faculty member shall have the right to present their rationale for the selection before a final decision is made.

B. Administrative Access to LMS Course Shells

1. Permitted Access

Access by college staff or administrators to any learning management system (LMS) course shell created or maintained by a faculty member shall be permitted only under one of the following circumstances:

- Technical support — to resolve an LMS/platform technical malfunction, outage, or access error that reasonably requires administrative or IT access to diagnose or resolve.
- Significant concern or complaint — in response to a significant concern or complaint involving alleged misconduct or a major policy or procedure violation where limited LMS review is reasonably necessary.
- Voluntary access — when the faculty member voluntarily invites a supervisor, administrator, or other faculty member into their course shell for observation or support.

2. Notification and Consent

For technical support issues, instructor notification or consent to access the course is not required.

For significant concerns or complaints, the faculty's supervising administrator shall submit a written request to the LMS administrator, identifying the course shell(s), general reason, specific information sought, and the access start and end date and time. The faculty's supervising administrator shall also notify the instructor at least one work day in advance, stating the course shell(s) general reason, and access window, except in emergencies requiring immediate access. In such cases, notice shall be provided as soon as practicable and no later than the next business day. Access to the shell for this purpose does not require instructor consent.

When a faculty member invites another person to access their shell, no advance notification is necessary. However, such access must be initiated by that faculty member, and include the scope of the access. The faculty member may withdraw their consent at any time, and access shall be removed promptly.

3. Limitations and Documentation

The employer's access shall be limited in scope to only the involved content and LMS features, using the fewest LMS permissions necessary.

Actions taken during shell access (investigation, observation, etc.) shall be limited to only what is necessary to accomplish the stated purpose of the access.

Access shall not exceed two (2) business days per request.

The College shall remove access promptly upon completion of the purpose or when the allowed time period ends, whichever occurs first.

The College shall maintain an access log identifying the requester, course, category, scope/purpose, dates/times granted, and dates/times removed.

ARTICLE XII: COMPENSATION AND WORKLOAD

Section 12.1. Adjunct Faculty Workload

Except as otherwise approved by the Provost/Vice President, Academic Affairs Adjunct Faculty may be assigned to teach a maximum of 12 ECHs per Fall and Spring terms and 6 ECHs per Summer term.

Section 12.2. Compensation

Adjunct Faculty shall be compensated per ECH of instruction in accordance with the following schedule:

	<u>FY2027</u>	<u>FY 2028</u>	<u>FY2029</u>
Tier Level	Summer 2026 Fall 2026 Spring 2027	Summer 2027 Fall 2027 Spring 2028	Summer 2028 Fall 2028 Spring 2029
Tier 1	\$1092.00	\$1133.00	\$1,175.00
Tier 2	\$1158.00	\$1201.00	\$1,246.00
Tier 3	\$1,223.00	\$1,269.00	\$1,317.00
Tier 4	\$1,288.00	\$1,336.00	\$1,386.00
Tier 5	\$1,355.00	\$1,406.00	\$1,459.00

Section 12.3. Compensation for Curriculum Development

Adjunct Faculty will be compensated at the rate of \$40 per hour for curriculum development completed at the request of their Supervising Administrator. Some examples of curriculum development include, but are not limited to:

Development Type	Deliverables	Average Hours
New Course	Master syllabus	18

	CAS/Assessment Approval Process	2
	Course Materials	20
Course Revision	Master syllabus	10
	CAS/Assessment Approval Process	2
New Course Delivery Format	Course Shell in LMS (hybrid or on-line) Student Syllabus	10

An adjunct faculty member whose assigned class is cancelled or reassigned by the College fewer than two weeks before the class start date shall receive a class loss fee equal to 10% of the amount that would have been paid for teaching the class. The Association shall be copied on all final cancellation/reassignment notifications sent to affected members.

Section 12.4. Compensation for Meeting Attendance

Adjunct Faculty will be compensated at the rate of \$50 per hour for attendance at department, division, or other meetings where attendance is requested and compensation is noted in the invitation.

Section 12.5. Compensation for Committee or Initiative Assignment

Adjunct Faculty will be compensated by stipend for committee or initiative assignments approved by the Provost/Vice President, Academic Affairs. The stipend will be set at \$250 per term for committees that are scheduled to meet once monthly for one hour, \$500 per term for committees that are scheduled to meet twice monthly for one hour, and \$750 per term for committees that are scheduled to meet twice monthly for one and one-half hours.

Some examples of possible committee assignments include, but are not limited to:

Curriculum and Academic Standards (CAS) Committee
Assessment Committee (AC)
Promotion Evaluation Review Team (PERT)
Accreditation Coordinating Committee
College Advisory Council (CAC)
Academic Planning Council (APC)

The Administration shall endeavor to include a minimum of 3 Adjunct Faculty representatives on each college-wide committee that includes Full-Time Faculty representation by division.

Adjunct Faculty elected or appointed to serve as chairs of any of the above standing committees shall be compensated three (3) ECH at their Tier rate of pay.

Section 12.6. Compensation for Professional Development Delivery

Adjunct Faculty will be compensated by stipend at the rate of \$60 per hour for the delivery of professional development trainings at the request of the Associate Vice President, Academic Affairs.

Section 12.7. Compensation for Substitution

Adjunct faculty members shall be compensated for each contact hour of substitute instruction at the rate of \$30 per contact hour.

No faculty member shall be compensated for substitution instruction that conflicts with such faculty member's appointed teaching assignment.

Section 12.8. Compensation for Faculty Administrative Search Teams

The College may at its sole discretion, request adjunct faculty participation on administrative search teams. Covered administrative searches include positions within

Academic Affairs; searches for the President and any Vice President; and other administrative positions outside Academic Affairs that have a direct role in decisions that materially affect bargaining unit work, as determined by the College. The selection of any adjunct faculty member for participation shall be made solely at the discretion of the Chair of the applicant review team, subject to College approval.

When adjunct faculty are assigned by the College to serve on a covered search team, they will be compensated at a flat stipend of \$500 for required time spent in attendance at search team meetings; participation in interviews (phone, virtual, and in-person); and deliberations, debriefs, and other search related discussions scheduled by the Chair.

ARTICLE XIII: GENERAL PROVISIONS

Section 13.1. Non-reprisal

The Board and the Administration shall not discipline, discriminate, or retaliate against any Faculty Member as a consequence of the exercise of any rights granted by any section of this Agreement or the filing of any Grievance hereunder.

Section 13.2. Association/Administration Communications

In order to facilitate communication between the Association and the Administration and to promptly address issues that may arise in connection with the implementation and administration of this Agreement, the President(s) of the Association and the President of the College shall meet at mutually convenient times to discuss matters of mutual concern that do not involve pending negotiations or Grievances. Either President may elect to include such other employees or representatives as appropriate to address matters under discussion.

Section 13.3. Tuition Waiver

Adjunct Faculty are eligible for a 100% tuition waiver for any credit courses offered by the College subject to the requirement that satisfactory academic progress must be made in accordance with Financial Aid Office guidelines. Dependents of Adjunct Faculty are eligible to receive tuition waivers for credit courses offered by the College at the below rates and subject to the requirement that satisfactory academic progress must be made in accordance with Financial Aid Office guidelines. For the purposes of this Section, dependents shall be defined as a spouse or verified civil partner, and/or the natural and adopted children of the Adjunct Faculty Member, and the natural and adopted children of Adjunct Faculty Member's spouse or verified civil union partner. Dependent children shall qualify for tuition waivers if they are under the age of 26 at the start of the term for which the waiver is applicable.

Tier	Tuition Waiver Rate
Tier 1	50%
Tier 2	50%
Tier 3	100%
Tier 4	100%
Tier 5	100%

100% tuition waivers shall also be provided for Continuing Education courses taken to further the professional development of an Adjunct Faculty Member, provided that any such courses shall first be approved by the appropriate Supervising Administrator or designee. Enrollment hereunder shall require submission of a tuition waiver request form.

Adjunct Faculty are eligible for a course registration fee waiver up to the same amount per courses as full-time employees receive for Continuing Education courses and workshops at Heartland Community College taken for personal development. Adjunct Faculty may enroll in courses and workshops that are offered to the public with a course registration fee waiver three days before the course begins and as space allows.

Eligible Adjunct Faculty under this Section shall be responsible for payment of any associated lab, technology, book and/or supply fees.

Section 13.4. Bereavement Leave

Adjunct Faculty shall receive up to five (5) days of bereavement leave per occurrence, with the approval of their supervisor. Additional leave may be granted at the discretion of the supervisor based on the employee's personal circumstances.

Section 13.5. Paid Leave

Adjunct Faculty shall be eligible for one hour per term of paid leave for each

contact hour of load in a given term, which leave shall be non-cumulative from academic term to academic term and may be used without stating the reason for the leave. Whenever possible, the Faculty Member shall give prior notice to the Supervising Administrator of his or her intention to use said leave.

Adjunct Faculty may request additional paid leave through their Supervising Administrator for extenuating circumstances, such as serious illness.

The rights established by the IL General Assembly under Public Act 102-1143 the "Paid Leave for All Workers Act" shall be hereby waived in accordance with Section 15(n) of Public Act 102-1143.

Section 13.6. Excused Absences for Professional Involvement

Adjunct faculty shall generally be granted excused absences from teaching, office hours (if applicable), and committee or other College service duties when the faculty member is traveling to, or attending, a conference, workshop or meeting that is professionally connected to the faculty member's discipline or professional responsibilities. Such excused absence is subject to prior written approval by the supervising administrator. Faculty are responsible for making appropriate arrangements, as approved by the College, to ensure continuity of instruction and fulfillment of professional obligations.

Section 13.7. Professional Development

The Heartland Community College administration and the Heartland Adjunct Faculty Association have a shared interest in the professional development of adjunct faculty.

a. Professional Development Outside of the College.

With prior approval of the appropriate Supervising Administrator, Adjunct Faculty may be absent from class with pay to attend workshops,

conferences, or seminars directly related to their work at the College. Unless a greater amount is approved by the Associate Vice President, Academic Affairs, the College shall pay up to \$500 per fiscal year for workshop, conference, or seminar for fees and expenses incurred by the Faculty Member, which may be requested from a pool not to exceed \$15,000 per fiscal year. For Adjunct Faculty in Tiers 2 and above, the professional development allowance may also include memberships in professional organizations, books, subscriptions, publications related to the Faculty Member's academic discipline, documentation of successful completion of a college-level course that advances the Adjunct Faculty Member's professional development, or other professional development as approved by the Associate Vice President, Academic Affairs.

b. Professional Development Within the College.

Adjunct Faculty will be compensated for attendance at College Professional Development offerings and instructional initiatives where compensation is noted on the invitation for such offerings and initiatives. Attendance at said offerings and initiatives is optional.

c. Training for Online Teaching.

Adjunct Faculty will be compensated upon successful completion of College-sponsored training, in order to be eligible to teach online or hybrid courses. This compensation shall be comparable to that provided to the full-time faculty, for required training of a similar nature, such as the Foundations of Online Teaching module or equivalent training provided by the College.

The faculty member will have until April 15 of each fiscal year to submit the appropriate college forms documenting how they plan to spend any remaining professional development allowance for that fiscal year with the understanding that any unencumbered or unspent professional development allowance funds of each fiscal year hereunder shall not be carried over to the next fiscal year.

Section 13.8. Legal Leave

Adjunct Faculty summoned to appear as jurors or witnesses will notify their immediate supervisor as soon as possible after being summoned. Any such Adjunct Faculty Member who, as a result, cannot fulfill his or her assigned duties and responsibilities will suffer no loss in salary.

Section 13.9. Annuity Program

Adjunct Faculty shall be eligible to participate in such tax-deferred annuity program or programs as are available to the College's full-time employees.

Section 13.10. Combining Low-Enrollment Classes

Without the consent of the Faculty Member, no Adjunct Faculty shall be assigned to teach a "stacked" class. For the purposes of this Agreement, a "stacked" class shall mean a class (other than an open learning class) that represents the combination of 2 different (but related) courses combined for instruction as one class due to low enrollments in both courses. Adjunct faculty with a stacked course assignment may create and deliver content, and assess learning outcomes for more than one course, even though the stacked classes meet as one whole. When an adjunct faculty member is assigned a stacked class, they will be paid commensurate with the course with the largest contact hours. They will be credited with the credit hours assigned for the course with the most credit for purposes of Promotion and Tier movement.

Adjunct faculty members have the right to decline a stacked course. For an Adjunct Faculty member with a course guarantee, declining a stacked course shall not result in the Adjunct faculty member being without a course assignment in that semester provided a section is available after assignment of Full-time Faculty has been finalized.

Section 13.11. Licensure Expenses

When licensure or certification by an external accrediting or licensing body is required by the College as a condition of employment or to teach a course, the Board shall reimburse the faculty member for any reasonable and customary fees associated with obtaining or renewing such required licensure or certification, upon written request of the faculty member. Reimbursement is subject to prior written approval by the supervising administrator and is limited to instances where the administrator determines the licensure or certification is necessary for the faculty member's current or future assignment. The Board reserves the right to identify and/or provide reasonable, cost-effective alternatives to meet accreditation or licensing requirements.

ARTICLE XIV: NON-INTERRUPTION OF SERVICES AND WORK

Section 14.1. No Strike

During the term of this Agreement, neither the Association nor any of the Faculty Members covered by this Agreement will authorize or engage in any strike, stoppage of work, or any other concerted interruption of the operation of the College. Any or all Faculty Members who violate this provision may be disciplined by the Board as the Board in its discretion deems appropriate, pursuant to Article VIII. The Board agrees not to lock out any faculty member during the term of this agreement.

Section 14.2. Association Responsibility

In the event of any violations of any provisions of this Article, the Association shall, upon notice from the Board, immediately direct such employees, both orally and in writing, to resume normal operations immediately and make every other reasonable effort to end any violations.

Section 14.3. Judicial Restraint

Nothing contained herein shall preclude or in any way limit the Board from seeking an injunction, damages, and/or other judicial relief in the event of a violation of this article.

ARTICLE XV: ENTIRE AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject 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, the Board and the Association, for the duration of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any matter expressly covered in this Agreement.

ARTICLE XVI: SAVINGS

If any provision of this Agreement, or the application of such provision, is or shall at any time be contrary to or unauthorized by law, rule, or regulation, 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 XVII: TERM OF AGREEMENT

This Agreement shall be effective as of the 1st day of July, 2026 and shall remain in full force and effect until June 30, 2029. It shall automatically be renewed from year to year thereafter unless either party shall notify the other in writing at least 90 days prior to June 30, 2029, or at least 90 days prior to June 30 in any succeeding year.

IN WITNESS WHEREOF, the parties hereunto have set their hands this 18 day of August, 2026.

Heartland Community College
Board of Trustees, Community
District No. 540

Heartland Adjunct Faculty
Association
Local 6077, IFT/AFT, AFL/CIO

By: Rebecca L. Rapp
Chair

By: Jermaine Taylor
President

Date: 8/18/2026

Date: 8/18/2026