

Letter of Agreement (LOA)
Parameters and Procedures for Exempt Employees Assigned to Teach

Between

Heartland Community College (“the College”) – Community College District 540,
the Heartland Faculty Association (“HFA”) – IFT Local 6038,
and the Heartland Adjunct Faculty Association (“HAFA”) – IFT Local 6077

Purpose

Whereas it is agreed that it is in the best interests of the College and faculty that administrators supervising and providing direct oversight for undergraduate instruction have the opportunity to teach and remain current in undergraduate teaching and learning; and

Whereas it is also agreed that there may be other exempt employees of the College who have the expertise and experience making them highly qualified to teach undergraduate courses;

The parties enter into this Letter of Agreement to clarify and mutually agree upon the parameters and procedures for teaching assignments for positions that do not meet the definition of “Educational Employee” as defined by the [Illinois Educational Labor Relations Act \(115 ILCS5/\)](#) or are otherwise excluded from either bargaining unit (referred to throughout this LOA as “exempt employees” or “exempt positions”).

Parameters and Procedures

1. Order of Assignment for Exempt Positions

- a. Administrators who directly supervise faculty from either bargaining unit shall be eligible for priority scheduling for up to 1 course or 4 ECH per academic year within their Division. They will be staffed following full-time faculty. Should these supervising administrators desire to teach in more than one term in the academic year, they will be eligible for assignment after all current members of the HAFA bargaining unit have been fully staffed (i.e., each such part-time faculty member has been assigned the number of courses they requested for which they are eligible) but before any new part-time faculty hires.
- b. All other Exempt employees who are “approved for hire” by the Academic Division overseeing the course shall be assigned after current members of the HAFA bargaining unit have been fully staffed (see above).
 - i. Appointments are not guaranteed.
 - ii. “Approved for hire” shall mean that the individual went through the standard selection process, consistent with Division practices, for being considered for a teaching appointment to ensure that the individual meets both College standards and discipline-specific teaching standards.

- iii. There is no guarantee that an appointment shall be renewed; reasons for non-renewal include, but are not limited to, future availability or dissatisfaction by the Division with respect to the individual's teaching performance
- iv. Prior service teaching a course at the College, including any service before the effective date of this LOA, does not by itself constitute being approved for hire.

2. Compensation

Exempt employees may teach within load or as overload as approved by their supervisor. When the assignment is overload, employees who are in exempt positions will be compensated at a rate equivalent to the Tier 1 pay rate stipulated in the HAFA Collective Bargaining Agreement. Part-time faculty who are exempt because they are teaching fewer than 3 ECH will be compensated at their current Tier rate.

- 3. Load Limitations: 1 course or 4 ECH per term, unless additional assignment is needed to avoid class cancellation after enrollment has opened when no other HFA and HAFA unit-eligible member can be secured.
- 4. Essential Functions & Duties: Aligned with Section 7.1 of the HAFA CBA
- 5. Academic Freedom, Professional Rights & Responsibilities: Aligned with Article IX of the HAFA CBA, with notation that Exempt employees may not serve in roles reserved for faculty including, but not limited to, on any shared governance committees, general committees, or other task-forces or subcommittees.
- 6. Evaluation Procedures: Evaluation procedures for Exempt employees will align to those in Section 7.2 of the HAFA CBA. The evaluations will be conducted by the Supervising Administrator over the course being evaluated. In the case that the exempt employee is the Supervising Administrator over the course, that position's supervisor will conduct the evaluation. In the case that the exempt position is the Provost, the President will conduct the evaluation.
- 7. Enforcement: The College shall provide to HAFA a copy of all part-time faculty preference forms each semester and shall provide a list to both bargaining units of exempt employee teaching schedules each semester.
- 8. Grievances: Exempt employees may file a grievance for alleged violations of this LOA using the Grievance Procedure outlined in the Employee Handbook.
- 9. This LOA is effective upon all signatures for the next staffing cycle through the end of Fiscal Year 2028; it will expire unless renewed by mutual agreement; the parties will meet no later than March 1, 2028, to consider renewal or modifications.
- 10. Non-precedent. No provision of this LOA shall be cited as precedent; relied upon to establish a waiver; or used to create, evidence, or support any past practice, custom, or status quo beyond the scope of this LOA or after its expiration.

Order of Assignments (illustrative of above; the text above governs)

- i) Full-time faculty;

- ii) Supervising administrators of faculty; up to one course or four ECH per academic year;
- iii) Part-time faculty with a course guarantee;
- iv) Remaining part-time faculty until each is fully staffed;
- v) Other exempt employees approved for hire; supervising administrators of faculty seeking an additional course after preferential assignment

Signatures

For Heartland Community College

Name: Sarah J. Diel-Hunt

Title: Interim Provost & VP, Academic & Student Affairs

Date: 10/29/2025



For Heartland Faculty Association (HFA)

Name: _____

Title: _____

Date: _____

For Heartland Adjunct Faculty Association (HAFA)

Name: Jean-Marie Taylor

Title: President, Heartland Adjunct Faculty Association

Date: 10/29/2025


Jean-Marie Taylor (Oct 29, 2025 15:36:16 CDT)