Memorandum of Understanding

Temporary Full-Time Faculty

Between the Board of Trustees of Heartland Community College District 540 ("College") and the Heartland Faculty Association, IFT/AFT, AFL-CIO, Local 6038 ("Association").

The parties agree to amend the FY2026–FY2030 Collective Bargaining Agreement as follows, subject to any required approval by the Illinois Educational Labor Relations Board.

ARTICLE II: RECOGNITION AND REPRESENTATION

Section 2.1. Recognition

The existing Section 2.1 shall be replaced with the following:

The Board recognizes the Heartland Faculty Association, IFT/AFT, AFL-CIO, Local 6038 as the sole and exclusive bargaining representative for the full-time faculty members, including temporary full-time faculty members who do not meet the IELRA definition of short-term employees. All other employees are excluded from the unit.

ARTICLE I: DEFINITIONS

The existing definition of "Temporary Faculty" shall be replaced with the following:

Temporary Faculty: The term "temporary faculty" shall mean a full-time faculty member appointed to a temporary position for a specified term of one regular academic year or less and who is included in the bargaining unit pursuant to Section 2.1.

Temporary faculty shall have the same rights and obligations under this Agreement as other faculty, except as provided below:

1. Duration of Temporary Appointments.

No faculty member may be employed on a temporary basis for two consecutive regular academic years. The same position or continuing staffing need may not be filled on a temporary basis for two consecutive regular academic years, whether by the same or a different individual. Exceptions to either limitation shall require mutual written agreement between the College and the Association.

2. Selection and Notice to the Association.

The College shall notify the Association in writing before filling a temporary full-time faculty position, identifying the discipline or area, anticipated duration, and reason for the temporary appointment. Selection shall be by recommendation of the Division Administrator and approval

of the Provost (Section 14.3 is not applicable). The Association shall be notified of the individual selected.

The requirements of paragraphs 1 and 2 (Duration and Selection Notice) shall apply to all temporary full-time faculty appointments, regardless of bargaining-unit eligibility. Extending these requirements does not extend bargaining-unit status to employees excluded under the IELRA.

3. Class Schedule.

When the appointment of a full-time temporary faculty member is approved after preliminary class assignments are complete, administration will attempt to avoid disruption to full-time faculty assignments in order to assign a full load to the full-time temporary faculty member.

4. Orientation.

Temporary faculty shall be invited to and permitted to attend any applicable new-faculty orientation or onboarding program.

5. Expiration of Appointment.

A temporary appointment shall expire at the conclusion of its specified term, subject to applicable law. Such expiration or nonrenewal shall not, by itself, constitute discipline, discharge, or a reduction in force, or create recall rights under this Agreement.

The extension of insurance coverage through August 31 provided under Section 15.1 shall not apply following the expiration or nonrenewal of a temporary faculty appointment. Nothing in this provision shall affect any continuation coverage rights provided by applicable law.

This provision shall not prevent the faculty member or Association from challenging a nonrenewal involving alleged retaliation for exercising contractual or statutory rights, unlawful discrimination, or an attempt to circumvent the limitations on temporary appointments.

Grievances concerning events occurring during the appointment may be initiated or continued after its expiration, subject to Article VI, through final resolution, including arbitration where applicable. Expiration alone shall not render such grievances moot or limit otherwise available remedies, but shall not itself create a right to renewal.

6. Professional Development Benefits.

The annual professional development allowance under Section 10.1 and tuition reimbursement maximum under Section 10.2 shall be prorated for appointments shorter than a full regular academic year. An appointment for one full regular academic semester shall entitle the faculty member to 50% of the applicable annual amounts.

7. Leave.

The annual allotment of Personal Days (Section 12.1) and Sick Leave (Section 12.7) shall be prorated for appointments shorter than a full regular academic year. An appointment for one full regular academic semester shall entitle the faculty member to 50% of the applicable annual amounts. Any accumulated leave expires at the expiration of the appointment.

8. Service Credit and Subsequent Regular Appointment.

Service as temporary full-time faculty shall count as full-time faculty service for the purposes identified below, both during the temporary appointment and upon any subsequent appointment to a regular full-time faculty position:

a. Seniority for class scheduling, assignments, and reduction-in-force purposes under Sections 7.4 and 7.9.

b. Years of service and years of service in the rank or range actually held during the temporary appointment for promotion and range movement under Section 14.6, subject to all other applicable eligibility requirements.

c. Applicable salary placement and progression under Sections 14.6 and 14.7, without resetting credited service solely because of the transition from temporary to regular full-time status.

Service credit shall include qualifying temporary full-time service before the effective date of this MOU, with partial academic years credited proportionately. Customary breaks between academic terms shall not interrupt continuity of service, and no period shall be counted more than once.

This provision shall not create retroactive compensation or benefits for periods before bargaining-unit inclusion or diminish any tenure rights established by law.

EFFECTIVE DATE AND IMPLEMENTATION

The parties agree to jointly pursue any approval or certification required by the Illinois Educational Labor Relations Board to implement the bargaining-unit clarification contemplated by this MOU.

The amendments to Article I and Section 2.1 shall become effective upon such approval or certification. If the Board determines that additional procedures or modifications are required, the parties shall meet to determine the appropriate course of action.

Except as expressly modified by this MOU, all other provisions of the FY2026–FY2030 Collective Bargaining Agreement shall remain unchanged and in full force and effect.

Upon becoming effective, the amendments established by this MOU shall be incorporated into the Collective Bargaining Agreement and shall be carried forward into any successor agreement unless the parties mutually agree otherwise in writing.

Signatures

For Heartland Community College

Name: Sarah Diel-Hunt
Sarah Diel-Hunt (Oct 16, 2026 08:55:48 CDT)

Title: Provost & Vice President, Academic Affairs

Date: 10/16/2026

For Heartland Faculty Association (HFA)

Name: Jeremy Bachelor
Jeremy Bachelor (Oct 21, 2026 14:11:45 CDT)

Title: President

Date: 10/21/2026

MOU - temporary FT faculty_SDHEdits

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