

**2006 - 2010
COLLECTIVE BARGAINING
AGREEMENT**

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, 2006, 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.

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.

Senior Adjunct Instructor: The term "Senior Adjunct Instructor" shall mean those employees in the bargaining unit who are on Tier 3 of the salary schedule in Section 10.3.

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 Members who teach three or more ECHs during the fall or spring regular academic semesters or summer 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
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 IV

ASSOCIATION-BOARD RELATIONS

Section 4.1. Dues Checkoff.

- a. Upon receipt by the College's Vice President of Business Services from a Faculty Member covered by this Agreement of an authorization form prescribed by the Association, which authorization may be revoked in writing at any time, 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.
- 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 each August 1 hereunder, the Association will notify the College's Vice President of Business Services in writing of the amount of the semester 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 4.2. Information to Association. Upon written request to the Vice President of Business Services, the Board shall provide the Association with access 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 and which is not otherwise exempt from disclosure under the Illinois Freedom of Information Act, the Illinois Personnel Records Act, or other applicable state or federal law, rule, or regulation.

Upon receipt of any such request, the Vice President shall provide the information requested within seven work days or shall notify the Association President that additional time is needed to fill the request. If some or all of the information requested cannot be

provided, then the Vice President shall give a written explanation of the reason to the Association President.

Section 4.3. Association Use of College Meeting Rooms and/or College Equipment.

The Association President or designee may secure use of the College meeting rooms and/or College equipment subject to the same terms and conditions as the Board shall apply to other groups. The Board shall provide for the Association a secure location wherein an Association-provided file cabinet may be stored.

Section 4.4. Board Meetings. The President of the Association shall be notified via U.S. mail 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 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 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 upon request.

Upon giving 48 hours' advance notice to the President of the College, the Association President or designee shall be allocated time to speak to any issue during a Board meeting. Without advance notice the Association President or designee may speak to any agenda item scheduled for any Board meeting. The Association President 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.

ARTICLE V

CONDITIONS OF EMPLOYMENT

Section 5.1. Academic Calendar. The term "regular academic year" shall include the fall and spring semesters 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 5.2. Intellectual Property. Instructional materials, programs, or any other work product ("Intellectual Property") developed by a Faculty Member exclusively on the Faculty Member's time and exclusively at the Faculty Member's expense shall belong to the Faculty Member. Intellectual Property developed by a Faculty Member exclusively on College time and exclusively at College expense shall belong to the Board. Intellectual Property developed under circumstances where the Faculty Member has performed development work on College time and on the Faculty Member's own time and/or where the Faculty Member and the College have both contributed to development costs shall belong to the Faculty Member and the College in such proportionate ownership shares as they shall negotiate on a case-by-case basis.

If Intellectual Property is owned exclusively by the Faculty Member, the Board may use such property only with the consent of the Faculty Member. If Intellectual Property is owned exclusively by the Board, the Faculty Member may use such property only with the consent of the Board. If Intellectual Property is jointly owned by the Faculty Member and the Board, then any use of such property for other than College instructional or in-service purposes shall be negotiated on a case-by-case basis.

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 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.

Section 5.3. 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 5.4. 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.

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.

Section 5.5. Senior Adjunct Instructor Preference. After 13 semesters of satisfactory performance as a Faculty Member, an Adjunct Faculty Member shall be granted Senior Adjunct Instructor ("SAI") status. Such status is characterized by the following features:

- The SAI shall be assured of a teaching assignment in their discipline, consisting of at least one course section, provided a section is available after assignment to full-time Faculty has been finalized.
- In making such assignment, the Division Chair shall endeavor to fulfill the SAI's assignment preference(s) in accordance with Section 5.6 hereof, provided that such preferences are submitted to the Chair by the established deadline for the semester in question.
- The Faculty Member's status as a SAI shall be contingent upon continued satisfactory performance.

Section 5.6. Assignment to Classes. Based on a tentative class schedule, Division Chairs shall assign classes in accordance with the following procedure:

- a. The Division Chairs shall attempt to honor requests and preferences of Adjunct Faculty Members in making class assignments, assuming such requests comport with scheduling needs.
- b. In the event of conflicting requests or preferences by Faculty Members, the Division Chairs shall take into account the following factors in making class assignments for Adjunct Faculty:
 - (1) The Faculty Member's education, experience, and ability to teach a particular course or courses.

- (2) Subject to the preference rights of SAI set forth in Section 5.5, the distribution of course assignments within the department in order to promote versatility among the department's Faculty.
 - (3) Performance evaluations.
 - (4) The Faculty Member's seniority.
- c. The Division Chair 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.
 - d. After assignment of full-time Faculty Members, Adjunct Faculty Members shall be notified in writing or by electronic communication of their tentative assignments for any given academic term at or about the time when open student enrollment begins for that term. Any Adjunct Faculty Members who have questions about their assignments may request and receive an explanation from their Division Chair. 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 Vice President of Instruction, 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 Division Chair, Dean, or Vice President of Instruction. After notice of assignments are communicated to Adjunct Faculty, a class assignment may be changed or withdrawn by the Division Chair 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.
 - e. The final class schedule and Faculty assignments shall be determined by the Board.

Section 5.7. 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 Vice President of Instruction, Deans, Division Chairs, and Faculty shall take into account the following factors for determining recommended class size ranges among courses within each division:

- a. Course design, content, and difficulty.
- b. Special instructional needs of students and Faculty.
- c. Reasonable classroom seating capacity.

- d. Availability of necessary equipment.
- e. Established practices at HCC and peer institutions.

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.
- b. Supervisor shall mean the Division Chair 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:

- 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.

If a Grievance is incomplete or does not conform to these requirements, then it shall be returned to the Aggrieved Party, and the time limits for response at Stage 2 shall be suspended until such Grievance is resubmitted in proper form.

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 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.

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.

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.

All records dealing with the processing of a Grievance shall be filed separately from the personnel files of the participants.

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.

No written Grievance shall be entertained, and such Grievance shall be deemed waived unless written grievance is forwarded 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 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 Supervisor, with the objective of resolving the matter informally.

Stage 2: If the Grievance is not resolved informally, it shall be reduced to writing and presented to the appropriate Dean.

Within 10 days after receipt of the Grievance the Dean 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 Personnel Administrator, submitting copies of the decision with the appeal.

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

The Personnel Administrator or a designated representative shall render a decision in writing to the Aggrieved Party and to the Association President or designee within 10 days after conclusion of the meeting.

Stage 4: If the Aggrieved Party is not satisfied with the written decision at the conclusion of Stage 3 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 5: If the Association is not satisfied with the decision at Stage 4 and wishes to proceed further, the Association may initiate arbitration by notifying the Personnel Administrator within 10 days of receipt of the decision of Stage 4. Thereafter, 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:

- a. The Board of Trustees.
- b. Legal counsel retained by the College.
- c. The Secretary to the Board of Trustees.
- d. The President of the College.
- e. The Director of Human Resources.
- f. The President of the Association.
- g. The Chairperson of the Welfare or Grievance Committee for the Association.
- h. Legal counsel or designee or other representative retained by the Association.
- i. The Vice President of Instruction.

The Aggrieved Party, his or her representative, and the Aggrieved Party's immediate Supervisor 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 the nature of the Grievance and its final disposition shall be sufficient.

ARTICLE VII

EVALUATION PROCEDURE

Section 7.1. Purpose. The College has the following general, professional expectations of all Faculty: competence in the Faculty Members' discipline, reasonable accessibility to students, and cooperation 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 concerning retention of Faculty.

Section 7.2. Evaluation of Faculty Members.

a. Administrative Evaluations.

- (1) The appropriate Division Chair shall endeavor to perform an annual written evaluation of each Faculty Member, which evaluation shall include classroom observation and a review of the student evaluations administered in each course section.
- (2) The classroom observation shall be conducted in a class scheduled during a five-week period identified by the Division Chair. Following each observation, the Division Chair shall meet with the Faculty Member to review the evaluation.
- (3) A Faculty Member shall have the right to include in the official evaluation a self-evaluation. Such self-evaluation may identify goals for professional development and career advancement. 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.

b. Student Evaluations. Student evaluations as measured by the student survey may be administered in each course taught by a Faculty Member.

Section 7.3. Supplemental Evaluations. In addition to the evaluations set forth above, the Vice President of Instruction (or designee) may elect to conduct such additional evaluations of any Faculty Member as the Vice President (or designee) shall deem necessary and appropriate if performance and/or conduct deficiencies appear evident.

Section 7.4. 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 VIII

ACADEMIC FREEDOM, PROFESSIONAL RIGHTS, AND RESPONSIBILITIES

Section 8.1. 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 are entitled to freedom in the classroom in discussing subject matter but should not introduce controversial matters bearing no relation to the subject.

Section 8.2. 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 8.3. 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, 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, 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 course syllabus for each class taught to the immediate supervisor prior to the first class meeting. 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 8.4. 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 approved by the Curriculum and Academic Standards Committee. 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 8.5. Instructional Materials. 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 appropriate Dean (or designee), then such Dean (or designee) shall determine the selection of the textbook and/or instructional materials.

ARTICLE IX

GENERAL PROVISIONS

Section 9.1. Precedence of Agreement. In the event of a conflict between any provision of this Agreement and the terms of any individual contract of employment or any written Board policies, handbooks, rules, and/or regulations which may be in effect from time to time, the written terms of this Agreement shall be controlling. In the event of a conflict between the provisions of this Agreement and any legal obligations imposed on the Board by federal or state law, rule, or regulation, such legal obligations thus imposed shall be controlling.

Section 9.2. 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 9.3. 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 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 9.4. 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 and modified during its terms only with mutual written consent of the parties.

Section 9.5. Discipline. For just cause, Faculty Members shall be subject to progressive disciplinary action by the Administration and/or Board. The Association and Board acknowledge that appropriate disciplinary sanctions for any Faculty Member misconduct shall be determined by the Administration and/or Board based on the magnitude or severity thereof and/or the repetitive nature of such misconduct. The initial disciplinary step shall depend on the severity of the offense. In connection with any allegation of misconduct, the President or Board may grant administrative leave with pay to a Faculty Member pending the investigation of such allegation. Any Faculty Member subject to administrative leave shall be notified of the allegation giving rise to such action.

Section 9.6. 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.

Section 9.7. 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.

Section 9.8. Tuition Waiver. Subject to availability of space, Adjunct Faculty are eligible to receive a full tuition waiver for any credit course offered by the College. 100% tuition/fee waivers shall also be provided for Community Education sources and/or Corporate Education courses taken to further the professional development of a Faculty Member, provided that any such courses shall first be approved by the appropriate Dean or designee. Enrollment hereunder shall require submission of a tuition/fee waiver request form.

Adjunct Faculty are entitled to a course registration fee waiver up to the same amount per course as full-time employees receive for Community Education and Corporate Education courses at Heartland Community College taken for personal development. Faculty may enroll in these courses with a course registration fee waiver after sufficient public enrollment has been met and as space allows.

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

Section 9.9. Bereavement Leave. Adjunct Faculty shall be eligible for bereavement leave as follows:

- a. Up to three leave days for each death in the immediate family. Immediate family shall mean the Faculty Member's spouse, son, daughter, mother, father, brother, sister, corresponding in-law or step relation, or any person for whom the Faculty Member is the legal guardian.
- b. Up to two leave days for each death of relatives once removed, i.e. grandparent, grandchild, aunt, uncle, cousin, or niece or nephew by birth or marriage.
- c. Up to one leave day for the death of a distant relative or close friend, as recommended by the Faculty Member's immediate supervisor and approved by the appropriate Dean.

Section 9.10. Paid Leave. Adjunct Faculty shall be eligible for two class periods of paid leave per section taught during any semester or summer term, which leave shall be non-cumulative from academic term to academic term and may be used in the event of the Faculty Member's illness or illness in the Faculty Member's family or in the event of a personal emergency. Whenever possible, the Faculty Member shall give prior notice to the Division Chair of his or her intention to use said leave.

Section 9.11. Professional Development. With prior approval of the appropriate Division Chair and Dean, 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 Vice President of Instruction, the College shall pay up to \$100 per workshop, conference, or seminar for fees and expenses incurred by the Faculty Member.

Section 9.12. 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, provided the Adjunct Faculty Member remits to the Board any compensation or fees received as a juror or witness. Fees designated as reimbursement for travel expenses only may be retained by the Adjunct Faculty Member.

Section 9.13. 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 9.14. 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.

Section 9.15. Licensure Expenses. Upon request of the Faculty Member, the Division Chair may authorize payment of up to \$50 per license or license renewal fee in circumstances where the Division Chair determines that licensure is required to teach an assigned class or would be beneficial to the instruction of such class.

ARTICLE X

COMPENSATION AND WORKLOAD

Section 10.1. Adjunct Faculty Workload. Except as otherwise approved by the Vice President of Instruction, Adjunct Faculty may be assigned to teach a maximum of 12 ECHs per regular academic semester and 6 ECHs per summer term.

Section 10.2. Faculty Rank and Promotion. Except as hereinafter provided, any Adjunct Faculty Member employed by the Board after the effective date of this Agreement shall be placed initially in Tier 1, and any current Faculty Member who has accumulated from 1-7 semesters of teaching experience at the College shall be placed in Tier 1. During the term hereof, any Faculty Member who shall accumulate or has accumulated 8-13 semesters of teaching experience at the College shall be placed in Tier 2, and any Faculty Member who shall accumulate or has accumulated 14 or more semesters of teaching experience at the College shall be placed in Tier 3. For the purposes of this Agreement, teaching during a summer term shall be the equivalent of teaching during a regular academic semester.

Section 10.3. Compensation: Adjunct Faculty shall be compensated per ECH of instruction in accordance with the following schedule:

Semesters of Teaching at HC	FY 07	FY 08	FY 09	FY 10
1 – 7 (Tier 1)	\$604.07	\$625.21	\$650.22	\$672.98
8 – 13 (Tier 2)	\$643.96	\$666.49	\$693.15	\$717.41
14+ (Tier 3)	\$683.85	\$707.78	\$736.09	\$761.85

For the purposes of this Agreement, instructional services rendered during the summer of 2006 shall be paid in accordance with the FY 07 schedule; instructional services rendered during the summer of 2007 shall be paid in accordance with the FY 08 schedule; instructional services rendered during the summer of 2008 shall be paid in accordance with the FY 09 schedule; and instructional services rendered during the summer of 2009 shall be paid in accordance with the FY 10 schedule.

ARTICLE XI

NON-INTERRUPTION OF SERVICES AND WORK

Section 11.1. 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.

Section 11.2. 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 11.3. 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 XII

TERM OF AGREEMENT

This Agreement shall be effective as of the 1st day of July, 2006, and shall remain in full force and effect until June 30, 2010. 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, 2010, or at least 90 days prior to June 30 in any succeeding year.

IN WITNESS WHEREOF, the parties hereunto have set their hands this _____ day of _____, 2006.

HEARTLAND COMMUNITY COLLEGE
BOARD OF TRUSTEES, COMMUNITY
COLLEGE DISTRICT NO. 540

HEARTLAND ADJUNCT FACULTY
ASSOCIATION, LOCAL 6077, IFT/AFT,
AFL/CIO

By: _____
Chair

By: _____
President

Date: _____

Date: _____