

**2024/2029  
AGREEMENT BETWEEN**

**BOARD OF TRUSTEES**

**OF COMMUNITY COLLEGE DISTRICT 512,  
COUNTY OF COOK AND STATE OF ILLINOIS**

**AND**

**WILLIAM RAINEY HARPER COLLEGE FACULTY SENATE**

**A CHAPTER OF**

**THE COOK COUNTY COLLEGE TEACHERS UNION LOCAL  
1600, AFT, AFL-CIO**

## TABLE OF CONTENTS

<b>INTRODUCTORY PARAGRAPH</b>	1
<b>PREAMBLE</b>	1
<b>ARTICLE I. RECOGNITION</b>	2
<b>ARTICLE II. UNION-BOARD RELATIONS</b>	
A. No Discrimination	3
B. Use of Facilities and Equipment	3
C. Information to the Faculty Senate	3
D. Review of Forms	3
E. Bulletin Board and Mailboxes	3
F. Reassigned Time for Senate	4
G. Leaves of Absence for Union Officers	4
H. Meetings of House of Representatives	4
I. Meetings of the Faculty Senate	4
J. Board Meetings	5
K. Printing of Agreement	5
L. Office for Senate	5
M. Board Rights	5
N. Intellectual Property and Copyrights	5
O. Faculty Handbook	5
P. Non-Solicitation and Distribution	6
<b>ARTICLE III. CONDITIONS OF EMPLOYMENT</b>	
A. Academic Freedom and Faculty Rights	7
B. Faculty Personnel Records	8
C. Faculty Facilities	8
D. Calendar	8
E. Definition and Determination of Seniority	9
F. Class and Assignment Schedules	9
G. Class and Assignment Selection	9
H. Class Size	9
I. Workload	9-13
J. Career Program Coordinators and Departmental Chairpersons	14-15
K. Reassigned Time	16
L. Mentors	16-19
M. Tenure	19-21
N. Layoff Procedure (Reduction in Force)	21
O. Employee Monitoring	24
P. Diversity, Equity and Inclusion Annual Training	25

**ARTICLE IV. LEAVES**

A. Educational Improvement and Work Experience Leaves	22
B. Family Hardship Leaves	22
C. Funeral Leave	22
D. Jury Duty/Court-Related Leave	22-23
E. Parental Leave	23-24
F. Military Leave	24
G. Personal Business Leave	24-25
H. Professional Meeting Leave	25
I. Religious Leave	25
J. Sabbatical Leave	25-26
K. Alternate Workload Leave	26
L. Sick Leave	27
M. Family Medical Leave Act	28
N. Nonprecedential Effect of Leaves	28
O. Reemployment at Conclusion of Leave of Absence	28-29
P. Unemployment Compensation	29
Q. Notice of Intention to Return	29

**ARTICLE V. GRIEVANCE PROCEDURE**

A. Definitions	30
B. Provisions	30
C. Informal Resolution Procedure	30
D. Formal Grievance Procedure	30-32
E. Non-discrimination	32

**ARTICLE VI. DUES CHECKOFF/FAIR SHARE/COPE** 33-34

**ARTICLE VII. SALARY AND RATES OF PAY**

A. Step Lane Schedules	35-39
B. Education and Experience Requirements for Placement on Salary Schedule	40-41
C. Professional Development Activities	41-42
D. Conditions for Payment	42-47

**ARTICLE VIII. INSURANCE AND FRINGE BENEFITS**

A. Professional Expense Benefits	48-49
B. Aggregation of Professional Expenses	49
C. Group Insurance	49-51
D. Secretarial Service	51
E. Tax-Sheltered Annuity	52
F. Board Payment to Retirement System (SURS)	52
G. Tuition Waiver	52

**ARTICLE IX. EARLY RETIREMENT** 53-54

<b>ARTICLE X.</b>	<b>PRECEDENCE OF AGREEMENT</b>	55
<b>ARTICLE XI.</b>	<b>EFFECTIVE DATE AND DURATION</b>	56-57

## **INTRODUCTORY PARAGRAPH**

This Agreement is voluntarily entered into by and between the Board of Trustees of Community College District No. 512, County of Cook and the State of Illinois hereinafter referred to as the "Board," and the William Rainey Harper College Faculty Senate, a Chapter of the Cook County College Teachers Union, Local 1600, AFT, AFL-CIO, hereinafter referred to as the "Faculty Senate," or "Senate," as the exclusive collective bargaining agent for the faculty members in the bargaining unit as defined herein.

## **PREAMBLE**

The Faculty Senate, having been designated bargaining representative of faculty members, and the Board and Senate having voluntarily endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting certain relations between them, and the intention of the parties to this Agreement being to provide for an appropriate salary schedule, fringe benefits, and orderly and expeditious grievance procedure and certain conditions of employment of faculty members, all as set forth herein, the parties therefore agree to the following:

## **ARTICLE I. RECOGNITION**

- A. The Board of Trustees of Community College District No. 512 recognizes the Faculty Senate, a chapter of the Cook County College Teachers Union, as the exclusive bargaining representative for all regularly employed full-time faculty members (including department chairpersons and coordinators), provided as used herein "faculty members" shall not include any classified staff, student aides, custodial, or any employee of the College who has administrative responsibilities (other than department chairpersons or coordinators) or who has the responsibility for making meaningful recommendations for the hiring, assignment, transfer, promotion, disciplining or dismissal of other employees. Administrative duties shall not be added to any position in the bargaining unit if such shall have the effect of removing such position from the bargaining unit without prior negotiation and agreement with the Senate.

Beginning with the 1991/92 academic year, all faculty members employed on a full-time basis at the College for two (2) consecutive semesters shall, no later than the beginning of the second semester, receive all benefits of this Agreement irrespective of the type of employment contract under which they were hired.

- B. As used herein, the term "faculty member" shall refer to those persons included in the bargaining unit described above.

## **ARTICLE II. UNION-BOARD RELATIONS**

### **A. No Discrimination**

The Board agrees not to interfere with the right of faculty members to become members of the Faculty Senate, and there shall be no discrimination against any faculty member because of such membership. The parties likewise acknowledge the right of any faculty member not to become a member of the Faculty Senate.

### **B. Use of Facilities and Equipment**

The Senate may utilize College meeting room facilities, including classrooms not then in use but not already set up for an anticipated use which cannot reasonably be disturbed, provided the Senate shall promptly reimburse the Board the facilities usage charge as prescribed in the Board Facilities Usage Manual and for any additional expense or any damage occasioned by such use. Such use shall in no respect interfere with any activity or function of the College. This section shall not be applicable to any meeting of more than twenty (20) persons if less than fifty percent (50%) of those in attendance are employees of the College.

### **C. Information to the Faculty Senate**

The Board shall make available public information necessary to the conduct of negotiations or processing of a grievance or for the enforcement of the terms of this Agreement. This shall include relevant financial statistics. Such material shall be provided within ten (10) working days, whenever possible, following a written request by the Senate President or designee. This section shall not be construed as requiring the Board to research or compile data.

### **D. Review of Forms**

The language of any forms utilized to implement this Agreement shall conform to this Agreement. The Board shall make a reasonable effort to secure the concurrence of the Senate President as to the language of such forms prior to their introduction.

### **E. Bulletin Board and Mailboxes**

The Senate shall be provided with reasonable bulletin board space for the posting of notices and materials relating to Senate activities. Such materials shall be identified with the name of the Senate and signed by an appropriate officer thereof. Such materials shall not be derogatory of any person associated with the College and shall not include items which are primarily endorsements of candidates for political office (other than offices of the Senate or of AFT Local 1600). The Board shall permit the Senate to distribute official Senate materials to faculty members through College mail service subject to reasonable Board regulations. This authorization shall terminate forthwith if any governmental agency or court of competent jurisdiction shall determine such mail services cannot be utilized without the affixation of postage or payment of fee.

F. **Release Time for Senate**

1. Chapter Officers

The Board agrees to provide up to a maximum of twenty-seven (27) contact hours total release time per year to the Union. No more than six (6) contact hours release time may be assigned to any single faculty member during a semester. For faculty members who are part of the Student Development or Library faculty, release time shall be equivalent to one (1) clock hour equaling point seven five (0.75) contact hours.

The President of the Senate shall advise the Provost and Dean in writing thirty (30) days prior to the beginning of each semester as to how these hours will be distributed.

2. Local Wide Officers – an employee elected as a local 1600 officer shall receive unpaid release time for the term of the office according to the following schedule:

a. President – full unpaid release time for the duration of the term. The employee may remain on the College insurance program and the Union shall reimburse the College for the total insurance costs of such employee.

b. Other Officers – The College will allow one-fifth (one day per week) unpaid release time for one other elected officer. The employee may continue on the College payroll and the Union shall reimburse the College for the one day per week salary costs of such employee.

G. **Leaves of Absence for Union Officers**

Faculty members elected as delegates to the annual conventions of the Illinois Federation of Teachers or the American Federation of Teachers shall be released from their assigned duties on the days of such conventions, provided this section shall not be applicable to more than three (3) such delegates and that the Union shall promptly reimburse the Board for the cost of any substitute who may be employed unless substitutes are arranged for by faculty. Written notice of the persons attending such conventions shall be filed with the Provost, or designee, at least three (3) days (exclusive of Saturdays, Sundays or observed holidays) in advance.

H. **Meetings of House of Representatives**

The Board shall seek to avoid regularly assigning classes which end after 3:00 p.m. on Friday to faculty members who are delegates to the House of Representatives of Local 1600, provided the identity of such faculty members is furnished in writing to the Provost or designee at least thirty (30) calendar days prior to the onset of each semester.

I. **Meetings of the Faculty Senate**

The Board shall make an effort to avoid scheduling classes on Thursdays between 12:15 p.m. and 2:00 p.m. for faculty members who at the time of such scheduling are elected senators of the Harper College Faculty Senate.



J. **Board Meetings**

A copy of the Board agenda, non-confidential exhibits and minutes shall be made available to the Senate President or designee at the same time as it is made available to administrators. A copy of materials furnished to representatives of the press and other organizations shall concurrently be made available to the Senate President or designee.

K. **Printing of Agreement**

The Board shall be responsible for the reproduction of the Agreement. Such reproduction shall be in such form as shall be mutually agreed upon, provided that in the absence of such Agreement the form, size and type of reproduction of the preceding Agreement shall be utilized. The cost of such reproduction shall be shared equally by the Board and the Senate.

L. **Office for Senate**

The Board will provide the Senate with office space. The space will be furnished appropriately.

M. **Board Rights**

The Union recognizes that the Board retains full authority to carry out the powers and duties granted to it by the Illinois Public Community Colleges Act and other applicable laws except as limited by the written provisions of this Agreement.

N. **Intellectual Property and Copyrights**

Intellectual property and copyright issues will be governed by the Intellectual Property Procedure manual, which was developed by a committee composed of three (3) tenured faculty members appointed by the Faculty Senate and three (3) committee members appointed by the College President or designee.

Faculty members will adhere to College policy and procedures and applicable state and federal legislation in the development and use of all instructional materials.

A faculty member shall retain ownership rights of instructional and professional materials developed and produced without the consumption of material resources of the College or use of other College personnel.

O. **Faculty Handbook**

The Faculty Handbook's purpose is to describe the procedures administering faculty professional activities at Harper College. A Faculty Handbook Committee consisting of three (3) faculty members appointed by the Faculty Senate President and three (3) Administrators appointed by the Provost shall regularly update the Faculty Handbook as necessary. All changes to the Faculty Handbook must be approved by the Provost and presented to the Faculty Senate before taking effect.

P. **Non Solicitation and Distribution**

The College maintains policies on solicitation and distribution of literature. Toward that end, class lists and any other data about students are to be used solely for College instructional, administrative, advising/counseling and business purposes. Use of this information for personal or business solicitation is strictly prohibited.

Except as otherwise provided below, the policies apply to and prohibit soliciting in Harper College facilities or on campus by for-profit corporations, non-profit organizations, faculty, staff, students, or any other individuals. This prohibition includes personal solicitations made through campus email listservs.

Pursuant to College Policies concerning "Non-Solicitation and Distribution of Literature", neither policy is intended to prohibit the Harper College Faculty Association from distributing materials to their membership or from conducting the business of their local chapter (union members communicating with union members directly on union business, not engaging the general public) providing such activities do not disrupt normal College business.

More specifically,

1. These policies do not prohibit employees from exercising their protected rights under federal or state law. Employees have the legal right to engage in union solicitation (either for or against) while at work subject to the employer's right to prohibit solicitation during the employee's working time.
2. Employees have a similar right to distribute union-related literature at work if it is during the non-working time of the employees involved. This includes the use of faculty mailboxes and email. Because the distribution of paper involves the potential for litter, Harper may also prohibit distribution during an employee's non-working time if the distribution is disruptive and taking place in a working area.

## **ARTICLE III. CONDITIONS OF EMPLOYMENT**

### **A. Academic Freedom & Faculty Rights**

The parties affirm that academic freedom is essential to fulfilling the purposes of higher education and recognize the fundamental roles of the faculty in teaching, research, and service. As described in the American Association of University Professors' Statement of Principles on Academic Freedom:

"Institutions of higher education are conducted for the common good and not to further the interest of either the individual teacher or the institution as a whole. The common good depends upon the free search for truth and its free exposition' (1940 Statement of Principles on Academic Freedom and Tenure with 1970 interpretation)"<sup>1</sup>.

Accordingly, the parties agree that:

1. Faculty members have the right to freedom in the classroom in discussing their subject, and they have the responsibility to teach relevant subject matter as approved collectively by the faculty through established academic procedures.
2. Faculty members have the right to full freedom in research and in the publication of the results, subject to the adequate performance of their other academic duties and the broad standards of accountability established by their disciplines.
3. Faculty members have the right to freedom from institutional censorship or discipline when speaking or writing as participants in the governance of the institution or as citizens, and they have the obligation to respect the academic freedom of others and to clearly indicate when they are not speaking for the institution. As members of their community, faculty members have the rights and obligations of other citizens. Faculty members measure the urgency of these obligations in the light of their responsibilities to their subject, to their students, to their profession, and to their institution. When they speak or act as private persons, they avoid creating the impression of speaking or acting on behalf of the College.
4. Academic freedom applies to all faculty members, regardless of their rank, status, or contractual arrangement, and no faculty member shall be discriminated against, harassed, or retaliated against for exercising their academic freedom rights.
5. Academic freedom protects the right of faculty members to engage in controversial, dissenting, or unpopular speech or expression, both inside and outside the classroom or as private persons, as long as it does not violate the rights of others, incite violence, or disrupt the normal functioning of the institution.
6. Academic freedom protects the right of faculty members to pursue interdisciplinary, innovative, or unconventional research or teaching, and to challenge the prevailing views or orthodoxies of their fields, without fear of censorship, sanction, or penalty.

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<sup>1</sup>AAUP Statement on Professional Ethics <https://www.aaup.org/report/statement-professional-ethics>

The Board and the Administration recognize that due to their educational accomplishments and professional experiences, full-time faculty members are experts in their chosen fields of study. As such, the parties agree that:

1. Faculty members have the right to participate in the formulation and implementation of policies and procedures affecting academic matters, such as curriculum, degree requirements, academic standards, faculty evaluation, promotion and tenure, and academic freedom and due process.
2. Academic freedom includes the right of faculty members to determine the methods of teaching, materials, delivery of content, evaluation, and assessment in their courses. In addition, faculty members have the right to select and invite guest speakers or other relevant participants to their classes, subject to reasonable and nondiscriminatory limitations.

As citizens engaged in a profession that depends upon academic freedom for its health and integrity, professors have a particular obligation to promote conditions of free inquiry and to further public understanding of academic freedom.<sup>2</sup>

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<sup>2</sup>AAUP Statement on Professional Ethics <https://www.aaup.org/report/statement-professional-ethics>

**B. Faculty Personnel Records**

1. All evaluative material relating to a faculty member shall be retained in their official personnel file in the Human Resources Office.
2. When evaluative material is placed in the faculty member's official personnel file (hereinafter described in this section as "file"), a copy of such material shall concurrently be provided to the faculty member. The faculty member shall acknowledge receipt of such copy by signing it for the file but such acknowledgment shall not signify anything other than receipt of the material. Should the faculty member refuse to sign the material, the administrator shall write on the material that the faculty member refused to sign, date it and sign their name to the material.
3. The faculty member shall have the right to respond to any material placed in their file by submitting the response in writing within a reasonable time of the filing of the original material. Such response shall be attached to the file copy.
4. A faculty member shall have the right to examine their file. Such request shall be honored without undue delay if made during normal business hours. A designee of the College administration may be present during such review. Nothing shall be permanently removed from the file without the consent of the faculty member and the College. A faculty member may reproduce material from their file at the customary cost.
5. No material from a faculty member's personnel file shall be made available to personnel or agencies unconnected with the College without the faculty member's consent, except as required by law or as necessary pursuant to the regular operation of the College, provided this does not preclude verification of employment.
6. Anonymous complaints alone cannot result in disciplinary action against a faculty member. Completed investigations that do not result in a finding cannot be used in later disciplinary investigations.

**C. Faculty Facilities**

The Board shall provide appropriate office space, and instructional materials for faculty members. Decisions related to instructional materials, instructional equipment or instructional technology shall be made by the appropriate Dean in consultation with the appropriate department faculty.

**D. Calendar**

Prior to the adoption by the Board of the academic calendar for any year, the College President or designee will meet with the Senate President or designee to discuss and examine in good faith any suggested revisions that the Senate may have regarding the structure, recesses, and holidays of the proposed academic calendar.

E. **Definition and Determination of Seniority**

As used in this Agreement, "seniority" shall mean the length of continuous employment from the date of hire as a full-time faculty member of the College. If it shall be necessary to resolve conflicts of seniority as between faculty members with the identical length of employment, (1) Part-time employment at the College prior to the date of Board approval, (2) date of executing a faculty contract (Board Date), (3) Faculty Senate Date, (4) Receipt Date of Signed Offer Letter, or finally (5) lot, will be utilized in that order. Seniority, where applicable, shall be applied within a department or program. Faculty must meet the credential qualifications as defined in the Statement of Faculty Credentials document.

Seniority is determinative in the functioning of the College as applicable to assignment of classes, selection of overloads, non-teaching faculty assignments, summer school teaching assignment except when amended by the vote of full-time faculty within departments.

F. **Class and Assignment Schedules**

Faculty shall be consulted in the scheduling of classes and/or assignments.

G. **Class and Assignment Selection**

Appropriate faculty and the appropriate supervisor or designee shall develop a program for the assignment of classes, and/or other professional duties subject to the approval of the Provost. Class schedules shall be consistent with the needs of the students, as determined by the College. Full-time faculty members shall have the right of first refusal in selecting voluntary overload classes in disciplines in which they have fully satisfied appropriate teaching credentials, except as the needs of the College shall otherwise clearly require. Faculty members may not select an overload in a discipline until all other faculty members satisfying teaching credentials for that discipline have been assigned to a normal workload.

"Teaching Credentials" as used above refers to the Statement of Faculty Credentials document which is issued each academic year.

1. Each semester a faculty member may teach up to one (1) Learning Community for base load. An additional Learning Community may be taught for overload with the approval of the appropriate Dean.
2. During the Fall and Spring semesters, faculty may only teach twelve (12) contact hours of eight (8) week classes at one time. Faculty with a twelve (12) hour teaching load may only teach nine (9) contact hours of eight (8) week classes at one time. Exceptions may be approved by the Dean.
3. During the Fall and Spring semesters, faculty must select at least three (3) contact hours of on-campus courses when selecting their base load. On-campus courses may be fully in-person or blended classes with regular on-campus meetings. Any exceptions must be approved by the Dean. Faculty who teach in fully online career programs are not subject to this provision.

## H. Class Size

The Board shall continue its practice of maintaining reasonable class size consistent with the nature of the course offering and the financial resources of the College.

## I. Workload

1. The normal workload shall be thirty (30) instructional contact hours required per academic year except as otherwise specifically provided herein. The normal workload will also require a minimum of four (4) unique course sections per academic year except as otherwise specifically provided herein. It is generally recommended that a faculty member will have a minimum of two (2) preparations per semester.

A contact hour is defined as a minimum total of fifteen (15) fifty (50) minute periods of instruction per semester or equivalent.

Faculty may satisfy up to four (4) hours of the workload defined herein by teaching Continuing Education courses that are approved by the Illinois Community College Board as reimbursable courses. Requests for approval to utilize such courses as part of the yearly workload requirement must be made by November 1 for courses to be taught in the spring semester and June 15 for courses to be taught in the subsequent fall semester. These dates shall be waived when a faculty member needs these courses to fulfill their normal teaching load. Faculty members utilizing the waiver are not eligible for overloads during the semester or term.

Up to four (4) contact hours of Continuing Education courses may be accumulated to be applied toward any yearly load within one (1) year after completing the course or the last of the courses.

2. If a faculty member teaches in excess of the normal workload, they shall be compensated as otherwise provided in this Agreement.
3. Open laboratory and individual learning contact hour assignments in developmental education, math lab, English as a Second Language and Adult Educational Development will be on a two (2) hours for one (1) hour of load equivalency.
4. Faculty members assigned to teach ENG courses shall have a normal workload of twenty-four (24) contact hours per year. Properly credentialed Faculty teaching ENG courses may teach three (3) contact hours of LIT or HUM courses per semester as part of their load. Faculty with a twenty-four (24) contact hour workload who are receiving three (3) or more hours of reassigned time in a semester must teach ENG classes as their remaining base workload unless they receive approval from the appropriate Dean for an alternative class schedule.
5. Dental Hygiene faculty teaching only clinical courses (DHY 105, 123, 153, 251, 262) shall have a normal workload of thirty-six (36) contact hours required per academic year.

6. For faculty members whose primary responsibilities are not teaching, their normal workload shall be thirty-five (35) clock hours weekly, excluding lunch. The non-teaching member's department and the appropriate supervisor shall develop a work schedule and assignment which are consistent with the needs of the College and the students. This provision includes Library faculty and Student Development faculty.

Faculty members assigned as chairpersons of Library services, English as a Second Language and Adult Educational Development departments may be given full reassigned time from their normal workload. When full reassigned time is approved, the normal workweek will be thirty-five (35) clock hours, excluding lunch.

Such faculty members shall have the right to submit to their immediate supervisor recommendations with respect to their scheduling for the purpose of enhancing the College's ability to serve students.

7. A faculty member has the right to refuse assignments in excess of the normal workload unless an overload would be needed to assure that the normal workload requirement for that year would be met.
8. A faculty member assigned to supervise students in internship experiences (practicum/internships/clinical/work-study/cooperative work-experiences/supervised-occupation experiences as defined by ICCB) shall receive one-fourth (1/4) contact hour credit per student to a maximum of nine (9) contact hours per semester.
9. Extracurricular assignments shall be voluntary, provided once assumed the faculty member shall have full responsibility for their completion, and provided such may be assigned on an involuntary basis in an emergency or when continuation of such activity is contingent upon such assignment. The faculty shall be compensated for such extracurricular assignment pursuant to the attached schedule or in a greater amount if such be voluntarily agreed to by the affected faculty member and the President or designee.
10. Contact hour equivalencies for experimental courses or alternative modes of delivery, excluding distance learning, may be mutually determined by the faculty member, Dean, appropriate department chairperson or career program coordinator, and Faculty Senate President. Such equivalencies must be approved by the Dean.
11. Teaching faculty are to maintain regular office hours to readily serve the needs of students. Faculty members may consider suggestions made by the Dean to meet student needs. Hours shall be posted on the individual offices and with the Dean. Hours may not be scheduled before 7:30 a.m. or after 10:30 p.m. unless otherwise agreed to by the Dean.

Faculty members will maintain at least six (6) regular office hours per week posted for meeting with students. Instructional time online may *not* be counted as online office hours. Up to two (2) hours of office time may be used by faculty members to assist students in such learning areas as the tutoring center, developmental labs, or other open labs.



Faculty may schedule up to **two** (2) of their office hours to be virtual to provide additional options for students. Modalities for both on and off campus office hours should be clearly articulated in the syllabus and should provide maximum accessibility for students.

Faculty shall notify deans of faculty office hours before the end of the first instructional week of each term. If office hours are offered in a virtual format (via Webex, Collaborate, Zoom, or another similar audio-visual communication program), the means to access faculty during these hours will be made available to students and College employees. Faculty will notify their Dean of any subsequent modifications to this schedule and post any revisions on their office door.

Counseling faculty must maintain two (2) office hours per week to support the needs of students in their classes, one (1) of which may be virtual (via Webex, Collaborate, Zoom, or another similar audio/visual communication program). Up to two (2) hours of office time may be used by counseling faculty members to assist students in such learning areas as the tutoring center, developmental labs, or other open labs.

12. The Board and Faculty Senate agree that attendance at Spring Commencement and at four (4) regularly scheduled all-employee meetings should be regarded as a professional obligation. The all-employee meetings are those held during the Orientation Week of the fall and spring semesters, one (1) pre-scheduled all-employee or all faculty meeting called by the Administration and approved by the College President or designee in the fall semester and one (1) pre-scheduled all-employee or all faculty meeting called by the Administration and approved by the College President or designee in the spring semester. Mid-semester meetings will not be scheduled on College-wide non-instructional days. When possible, mid-semester all-employee or all faculty meeting dates will be published at the beginning of each semester. In no case will a meeting be required with less than five (5) calendar days notice unless in an emergency as determined by the President or designee. Topics of the mid-semester meetings will be posted on the College website.
13. The following provisions are specific to courses for which fifty percent (50%) or more of the course time is at a distance.
  - a) All decisions about faculty load, class assignments, and schedules will be made consistent with Article III-F, G, I and K of the contract. In addition to "Teaching Credentials" under Article III-G, faculty teaching distance learning classes shall demonstrate distance learning teaching credentials through successful prior distance learning teaching experience at Harper College, completion of approved professional development addressing distance learning teaching, or other methods as approved by the appropriate Dean.
  - b) Class size for classes offered at a distance will be consistent with Article III-H and K.

- c) Faculty teaching a course at a distance for the first time shall first seek written approval from the appropriate Dean. Before the course can be scheduled in a distance learning format, the course shall be reviewed through the College's distance learning course Design Review Process and must be approved by the appropriate Dean. Upon completion of teaching the course for the first time, faculty shall receive a stipend of two thousand five hundred dollars (\$2,500). In return for this compensation, the course shell (in Blackboard or an equivalent system) becomes the property of the College. The faculty member retains ownership of the intellectual property associated with the course.
- d) All distance learning courses shall be subject to design review, based on a schedule established by the Administration and Faculty Senate. All faculty who have taught the course under review in a distance learning format at least once in any of the four semesters leading up to the review, shall participate in the review process to maintain eligibility to continue teaching the course in a distance learning format. Peer to Peer feedback shall be provided by Peer Reviewers using a Design Review process recommended by the Academy for Teaching Excellence and approved by the Academic Standards Committee. An Institutional list of Peer Reviewers who meet criteria as established by the process will be available in the Academy for Teaching Excellence. The faculty member whose course is being reviewed shall consult with the appropriate Dean to select a Peer Reviewer to review their course. Stipends for peer reviewers shall be approved by the Faculty Senate and the Provost before any course Design Reviews shall occur.
- e) Reassigned time for department chairs or coordinators will be consistent with Article III K1, b and c.

14. Change of Modality

Each fall, spring and summer full-time faculty may switch the modality to asynchronous for one class period for each synchronous (online live or face-to-face) class. Faculty need to notify their Dean and their division office so that signs can be placed on the classroom door. Faculty must post an announcement in the college learning management system to let students know of the modality change. Faculty should try as best they can to notify students at least twenty-four (24) hours in advance.

15. Faculty assigned to large lecture instruction will be given additional credit toward their normal workload for the planning and preparation of instructional materials and the coordination of the smaller linked discussion and laboratory sections. This additional credit toward workload will be given for the first section of each unique course prefix and course number based on the following tables where computations are to be based on enrollment on the first day of a semester:

Additional Contact Hours of Load for Large Lecture with Linked Smaller Discussions or Labs				
Number of students in 2 contact hour large lecture	Number of smaller discussion or lab sections linked to the large lecture			
	1	2	3	4
44 or less	0	0	0	0
45 - 59	0	1	1	1
60 - 90	0	1	2	2
91 or more	0	1	2	3

Additional Contact Hours of Load for Large Lecture with Linked Smaller Discussions or Labs				
Number of students in 3 contact hour large lecture	Number of smaller discussion or lab sections linked to the large lecture			
	1	2	3	4
44 or less	0	0	0	0
45 - 59	0	1.5*	1.5*	1.5*
60 - 90	0	1.5*	3*	3*
91 or more	0	1.5*	3*	4.5*

\*If an instructor is teaching this course prefix and number for the first time in large lecture format (or if they have taught in large lecture before but they have not taught it in large lecture in the past six (6) consecutive academic semesters), then the instructor will be given an additional point five (0.5) hours of load.

Additional Contact Hours of Load for Large Lecture with No Linked Smaller Discussions or Labs	
Number of students in just lecture with at least 2 contact hours	Additional contact hours added to load
44 or less	0
45 - 74	1
75 - 104	2
105 - 134	3
135 and above	4

## 16. Flex Learning Classes

Faculty who plan to teach Flex Learning classes (designated in the course catalog with an X) shall first consult with the Dean. Faculty must be credentialed to teach online at Harper College and then successfully complete the Harper Academy for Teaching Excellence Flex Learning GEC to be eligible to teach Flex Learning classes.

The first time a faculty member teaches a Flex Learning course, they will work with an Instructional Designer from the Academy for Teaching Excellence on course development. The first time a faculty member teaches a course in Flex Learning

mode, the contact hours taught in Flex Learning modality will be multiplied by one point four (1.4) if the course uses two (2) modalities and one point seventy-five (1.75) if the course uses three (3) modalities. Each subsequent time the faculty member teaches the same Flex Learning class the contact hours will be multiplied by one point two (1.2) if the course uses two (2) modalities and one point four (1.4) hours if the course uses 3 modalities.

Faculty may receive a maximum of fifteen (15) contact hours with the Flex Learning multiplier per year. Flex Learning classes are considered online classes for the Online Design Review Process (Art. III.I.13.d).

**J. Career Program Coordinators and Departmental Chairpersons**

1. Every academic department with at least one (1) full-time faculty member shall have one (1) chair (transfer programs) or coordinator (career programs). Full-time faculty members within a career program department or full-time faculty in departments other than career program departments will recommend to the appropriate administrator the faculty member to be considered as career program coordinator or department chairperson for the subsequent year. Such recommendation must be made by April 15 for the subsequent year's appointment. If the Dean disagrees with the Department recommendation, the Dean will meet with the department to discuss the appointment.

Should all recommended full-time faculty within a department refuse to accept the appointment, or in departments where no full-time faculty members is employed, then the Dean may appoint a faculty member to serve.

Departments may choose to allocate chair or coordinator reassigned time to other members of their department to complete specific chair/coordinator duties.

Prior to each semester the Department Chair or Coordinator shall notify the appropriate Dean of any faculty receiving reassigned time and the specific chair/coordinators duties they are assuming.

The Dean, after consultation with the Department Chair or Coordinator and the Department, can remove a Department Chair, Coordinator, or faculty receiving chair/coordinator reassigned time who has not fulfilled the duties of the position. Removal will occur at the end of the semester during which the decision is made. The Department will then select a replacement.

2. The parties acknowledge it is appropriate that department chairpersons and program coordinators continue to assist the appropriate Dean in recommending the screening and selection of part-time faculty members.
3. The Board and the Faculty Senate agree to create a team to develop a new department/unit Chair/Coordinator structure for the College resulting in significantly fewer chairs. The intent is to remain reassigned time neutral, but reduce the number of chairs/coordinators to improve communication at the College. The Committee will be comprised of three (3) tenured faculty members

appointed by the Faculty Senate President and three (3) members appointed by the Provost. The Committee will be formed in fall 2017. In creating the new structure for departments and chair/coordinator assignments, the team shall also examine all relevant issues such as job descriptions, summer riders, and reassigned time allocation. The team will submit its completed work to the Faculty Senate and Provost for consideration no later than March 15, 2018. The work of the team, once agreed upon by the Faculty Senate and the College will be added to the contract as an MOU.

**K. Reassigned Time**

Reassigned time is considered reduced time from the normal workload as defined in Article III-I, to perform other instructionally related duties.

During any semester, an individual faculty member will not be given reassigned time in excess of seven (7) hours without the approval of the Provost or designee.

Reassigned time for the current fall/spring semester shall be calculated based on Article III-K.1.a and III-K.1.b using appropriate data from the prior fall/spring semester. Additional reassigned time may be awarded if enrollment increases result in two (2) or more additional hours in the current semester according to Article III-K.1.a and III-K.1.b.

1. Reassigned time will apply under the following conditions:

a) Faculty assigned as career program coordinators will be awarded reassigned time based upon the following schedule:

<b>Adjusted Unduplicated Student Headcount</b>	<b>Reassigned Time</b>
1 - 60	3
61 – 90	4
91 – 120	5
121 – 150	6
151 – 180	7
181 – 220	8
221 – 270	9
271 – 330	10
331 – 400	11
401 or more	12

Adjusted unduplicated student headcount is defined as the total unduplicated headcount of students enrolled in credit AAS degree or certificate programs plus fifty percent (50%) of those students who are enrolled in dual credit and IAI-approved general education courses that carry the career program prefix. Calculations are to be based on enrollment on the Friday of the first week of classes each semester.

If a faculty member coordinates courses with more than one career program prefix, the adjusted unduplicated student headcount will be calculated as

one (1) department. A student enrolled in courses with different prefixes within this department will count as one (1) student.

- b) Reassigned time from classroom teaching contact hours each semester will be awarded to department chairpersons based upon the following schedule:

<b>Adjusted Contact Hours</b>	<b>Reassigned Time</b>
10 – 40	1 hour
41 – 80	2 hours
81 – 130	3 hours
131 – 190	4 hours
191 – 260	5 hours
261 – 340	6 hours
341 – 430	7 hours
431 – 530	8 hours
531 – 640	9 hours
641 – 760	10 hours
761 – 890	11 hours
891 and above	12 hours

Adjusted contact hours are defined as the number of contact hours taught by full-time faculty plus one and one-half (1½) times the number of contact hours taught by part-time faculty plus one-half (½) the contact hours taught by dual credit faculty. Computations are to be based on enrollment on the first day of a semester. Calculations shall be for individual departments or groups of disciplines with one (1) chairperson.

- c) In addition to the reassign time listed above for coordinators and chairs, they may also be awarded additional reassigned time as follows:

<b>Task/Responsibility</b>	<b>Range of Additional Reassigned Time</b>
Areas of Interest Chair	0-1/year
Accreditation Prep^	1-2/semester before Self Study Report is Due
Accreditation On-Site Visit^	1-2/semester of onsite visit
Accreditation Policies and Standards Maintenance	1-2/semester
Clinical Coordination	1-4/semester
ICCB Five-Year Program Review	1/year
Dental Clinic Management	1-2/year
Laboratory Management*	0-1/year

\*For programs that do not have laboratory assistants, laboratory coordinators, and/or for programs that this work is not built into their program coordinator reassigned time.

^For programs that have accreditation requirements that a coordinator have a minimum reassigned time (e.g., DHY, PTA) accreditation work is a part of this reassigned time.

d) The College may also provide additional reassigned time to faculty members with unusual temporary or ongoing needs. Reassigned time and/or stipends will be based upon the recommendation of an ad hoc committee appointed by the Provost or designee, consisting of an administrator and three (3) appropriate department chairs/coordinators. The recommendation will be forwarded to the Provost who may award the reassigned time and/or stipend. Distribution of these hours may be reviewed annually. The Senate President or designee will be provided with a reassigned time report from each Division office to identify all reassigned time provided to faculty. Faculty members have the right to refuse these assignments.

2. When reassigned time is appropriate for faculty who do not have teaching responsibilities as defined in Article III.J.6, the reassigned time will be equated as follows:

For Student Development and Library Functions	1 Clock Hour = 0.75 Contact Hours 1 Contact Hour = 1.33 Clock Hours
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## L. **Mentors**

Each semester, full-time faculty members within each division will recommend to appropriate administrators the faculty members to be appointed as mentors for full-time faculty and adjunct faculty members serving in their first or second semester in that division. The mentors will guide and assist the full-time faculty and adjunct faculty members as prescribed by the appropriate administrators. The mentors will receive a stipend of one hundred dollars (\$100) for each full-time faculty or adjunct faculty member to whom they are assigned who are teaching at the College for the first semester and fifty dollars (\$50) for each full-time faculty or adjunct faculty member teaching in their second semester.

Nothing herein shall require the appointment of a mentor in each instance.

## M. **Tenure**

### 1. **Types of Appointments**

#### a) Probationary Appointments

Probationary appointments are for a maximum of one (1) year and place no obligation on the College for renewal or to specify cause for non-renewal. Probationary appointments may be renewed on a year-to-year basis, but not to exceed four (4) years. The faculty member will be given notice of non-reappointment, or intention not to recommend reappointment in writing by March 15 (or by October 15th for faculty hired midyear) for the first-year faculty and February 15 (or by September 15 for faculty hired midyear) for other than first year non-tenured faculty. The procedures to be followed for this process are those outlined in the Illinois Community College Act. Copies of said Act are available in the office of the Faculty Senate.

#### b) Continuous Appointments

Full-time faculty shall be considered for tenure during the sixth consecutive semester with three evaluations excluding summer sessions and any full semester leave. The faculty committee on tenure will forward its recommendation regarding tenure to the College President by December 1 of each year (or by May 1 for faculty hired midyear). The College President, after considering the appropriate administrative and faculty tenure committee recommendations (or without committee recommendation if not received by December 1; May 1), will notify the faculty member and the Faculty Senate of the intended recommendation to renew or non-renew a probationary appointment.

### 2. **Notification of Tenure Appointment**

By February 15, any faculty member who shall enter upon tenure at the onset of the subsequent academic year will be notified by the College President. For those faculty hired at midyear, the notification date will be October 15th. Such faculty shall enter upon tenure at the onset of the subsequent semester.

The Faculty Senate will also be notified of such continuous appointments.



### 3. Resignation

Resignation from employment by a tenured faculty member shall be submitted in writing to the College President prior to May 1 to be effective the following academic year.

### 4. Dismissal of Tenured Faculty

- a) A tenured faculty member may be dismissed only for cause, provided this shall not be applicable to dismissal because of reduction in force.
- b) Procedures:
  1. When it is believed there is cause to dismiss a faculty member, the appropriate administrator shall discuss the matter with them. If a mutually satisfactory resolution of the matter does not result within ten (10) instructional days, the matter shall be referred to an ad hoc hearing committee consisting of five (5) persons. Two (2) members are to be appointed by the College President, two (2) to be appointed by the Faculty Senate President and the fifth member to be named by mutual agreement of the College President and the Faculty Senate President. If after the College President and the Senate President have met and agreement cannot be reached, the four (4) shall constitute the Hearing Committee. The committee shall elect its own chairperson. The committee shall present its findings to the President of the College and the President of the Faculty Senate within twenty (20) instructional days of appointment. If the President of the College decides, either with or without the concurrence of the committee, to begin proceedings, the President or their designee shall state in writing the specific causes for dismissal. A copy of such statement shall be delivered to the faculty member and to the Faculty Senate.
  2. Suspension of the Faculty Member. Suspension of a faculty member during the proceedings against them may be imposed if in the judgment of the President it is warranted and shall be with pay. Such suspension shall not be considered prejudicial to the faculty member's case.
  3. If requested by the Faculty Senate within ten (10) calendar days of the President's written statement, a Review Committee of five (5) persons shall be established as follows. If such request is not made by the Faculty Senate within such time limits, the procedures set forth in Paragraph 6 shall apply. Two (2) members of the Review Committee are to be appointed by the College President, two (2) members are to be appointed by the Faculty Senate President, and the fifth member to be named by mutual agreement of the College President and the Faculty Senate President. If after the College President and the Senate President have met and agreement cannot be reached, the four (4) shall constitute the Review Committee. The committee shall elect its own chairperson. Any faculty member who served on the Ad Hoc Committee (established pursuant to subsection [1] above) shall not be eligible to serve on the Review Committee.

4. Review Committee Proceedings. The committee shall proceed by considering the statement of grounds for dismissal and the charges of misconduct as set forth in the President's letter, and the faculty member's response. If the faculty member has not requested a hearing, the committee shall consider the case on the basis of all obtainable information and shall attempt to reach a decision which shall be transmitted to the President and the faculty member for final action by the Board; otherwise the hearing shall proceed. The hearing shall be in private. If any facts are in dispute, the testimony of witnesses and other evidence concerning the charges shall be received. The faculty member shall have the right of assistance by counsel or other representative at their own expense. Any employee of the College shall appear and testify if so directed by the College President and committee. The faculty member and the President or designee shall have the right, within reasonable time limits set by the committee, to question all witnesses who testify. All testimony shall be under oath administered by the chairperson of the committee. A tape recording of the hearing shall be made. A transcription of the recording shall be available to the faculty member. The hearing procedures shall not necessarily adhere to formal rules of evidence.
5. Consideration by the Review Committee. The committee shall report findings with respect to each of the grounds for dismissal within ten (10) calendar days. The College President and the President of the Faculty Senate and the faculty member shall be sent concurrently, within ten (10) days of its first meeting, a copy of the findings.
6. Consideration by the Board of Trustees. After the date of the ad hoc hearing committee's report, or after the report of the Review Committee, if applicable, if a dismissal of a tenured faculty member is sought for cause, the Board must first approve a motion by a majority vote of all its members at its next regularly scheduled meeting. The specific charges for dismissal shall be confidential but shall be issued to the tenured faculty member upon request. The Board decision shall be final unless the tenured faculty member within ten (10) days requests in writing of the Board that a hearing be scheduled. If the faculty member within ten (10) days requests in writing that a hearing be scheduled, the Board shall schedule such hearing on those charges before a disinterested hearing officer as prescribed by law. The decision of the hearing officer shall be final and binding.
7. Publicity. Public statements about the case by either the faculty, administrator or Board members shall be avoided so far as possible until the proceedings have been completed. Announcement of the final decision of the Board of Trustees shall include a statement of the ad hoc hearing committee's original action.

5. Dismissal of Non-tenured Faculty for Cause

If the President shall recommend the termination of a non-tenured faculty member during an academic year, the procedure described in Section 4 of this Article shall be applicable, provided any suspension of the faculty member shall be without pay, but such pay shall be restored to the faculty member if the final decision is that there is not cause for dismissal.

N. **Layoff Procedure (Reduction in Force)**

1. If the Board shall determine that it is necessary to decrease the number of faculty employed by the Board or to discontinue or reduce some program(s), written notice of termination of employment shall be given by registered mail or personal service to all affected faculty members no later than February 1st of the year in which such shall be effective, provided such shall not be effective prior to the close of the academic year. A copy of such notice shall be given to the Senate President or designee.
2. Upon determination by the Board that a reduction of full-time faculty is necessary, the College President shall immediately convene a college-wide committee of which at least fifty percent (50%) shall be faculty members appointed by the President of Faculty Senate. Such committee shall promptly review all pertinent data and report back to the College President within thirty (30) calendar days.

Such pertinent data shall include current and projected course enrollments, courses taught by part-time faculty in affected areas, overload assignments in affected areas, and the seniority and qualifications (as defined in sub-paragraph 3, below) of all faculty members in affected areas. (Affected areas as used herein mean programs identified by the College President as susceptible to reduction of full-time faculty.) Such report shall be concurrently transmitted to the Board of Trustees for consideration by it no later than its next regular meeting. The President of the Senate or their designee shall have the right to address the Board at such a meeting with respect to such report. The Board shall make a reasonable effort to avoid layoff of faculty members whose positions could be maintained through the reduction or elimination of overload assignments. Full-time tenured faculty shall not be dismissed as a part of a reduction in force so long as there are courses taught by part-time faculty or courses taught as overload which they are qualified to teach. Faculty members on leave of absence at the time a reduction of staff takes place shall be treated no differently from other faculty members.

Within each program area, the order of layoff shall be in inverse order of seniority. A faculty member shall have seniority in each program area in which they have full qualifications as defined in subparagraph 3 below.

The above process will follow the timetable below:

- |   |   |
|---|---|
| a) By Regular October Meeting of Board of Trustees  | Determination that a RIF may be necessary.              |
| b) By November 1                                    | College-wide committee convened by College President.   |
| c) By Regular December Meeting of Board of Trustees | Consideration of committee report by Board of Trustees. |

- |    |   |  |
|----|---|--|
| d) | By Regular January Meeting of Board of Trustees   | Layoff action taken by Board of Trustees.                  |
| e) | By February 1                                     | Notices of layoff action sent to affected faculty members. |
| f) | At beginning of subsequent Academic Year (August) | Layoffs will commence.                                     |

3. As used herein "program(s)" shall mean discrete academic discipline course areas (e.g., mathematics, psychology, English, sociology, etc.), and career program technical courses (e.g., nursing, fashion design, secretarial science, etc.), and support services (e.g., counselors, Library faculty, etc.).

A faculty member will be considered to have qualifications for another program area if they:

- a) have taught at least a total of fifteen (15) contact hours at Harper College in the other program area during the preceding five (5) academic years, and
  - b) have academic training which satisfies Higher Learning Commission and/or applicable professional accreditation standards, and meets the credentials required of the department or program as determined by the department or program.
4. If the Board shall determine to employ additional full-time faculty any time during the twenty-four (24) month period from the beginning of the academic year for which the faculty member was dismissed, such position(s) shall be offered first and in inverse order to the faculty members terminated hereunder in the pertinent programs. Such offer of employment shall be transmitted in writing by personal service or certified mail to the faculty member's last known mailing address and to the Faculty Senate. If the faculty member does not respond affirmatively to such offer within ten (10) calendar days of such receipt or within twenty (20) calendar days of the date of mailing, whichever shall first occur, the Board's obligation hereunder shall be terminated.
5. Any tenured faculty member terminated hereunder and thereafter reemployed pursuant to the preceding paragraph, shall not suffer any loss of tenure rights as a consequence thereof. Any non-tenured faculty member terminated hereunder shall not count any year or portion thereof between termination and recall (if such should occur) in the three (3) year maximum period prescribed in Article III.N.1(a) of this Agreement.

O. **Employee Monitoring**

Technological surveillance, such as but not limited to, cameras, key cards, computer activity, network access (subject to the College's Acceptable Use of Harper College Communications Network Policy), shall not be gathered or used as part of job performance investigations and evaluations, excluding potentially criminal investigations and/or violations of Board Policy. Harper College does not have a time and attendance system for full-time faculty.

P. **Diversity Equity and Inclusion Annual Training**

Harper College faculty members are fully committed to sustaining an environment where individual differences and identities are recognized as strengths. We are dedicated to supporting our diverse campus and fostering student success as a means of achieving equity in our society and the world.

Faculty members shall complete annual DEI focused professional development programming.

Examples of professional development include:

1. Annual online training topic chosen by the College and provided through the employee learning management system.
2. College sponsored programming, activities and professional engagement provided through the Office of Diversity, Equity and Inclusion, or The Academy for Teaching Excellence, or the Human Resources Office.
3. Non-College sponsored programming, activities, and professional engagement, such as conferences, seminars, webinars and diversity, equity and inclusion related research.

This is not an exhaustive list of examples. Faculty should work with their Dean for approval of non-College sponsored opportunities.

Diversity, equity and inclusion activities will be recorded using the College HRIS system (Oracle). Faculty members completing college sponsored or chosen topics will have their completion recorded automatically. Faculty members completing non-College opportunities will record their own completion. The College will provide reports to union leadership upon request regarding the status of professional development completion.

## **ARTICLE IV. LEAVES**

### **A. Educational Improvement and Work Experience Leaves**

Tenured faculty members may be granted, upon written application to the Provost or designee, and upon approval by the Board, a leave of absence without pay or other benefits for purposes of educational improvement or work experience where such is likely to significantly enhance the faculty member's ability to perform their responsibilities at the College. Such leaves, if granted, shall be for one (1) semester or two (2).

While on such leave, a faculty member shall be allowed to participate in the College group health, dental and life insurance programs, provided the faculty member shall make timely advance payment of all premiums due for such insurance to the designated College office.

### **B. Family Hardship Leaves**

A faculty member may request a leave of absence without pay or other benefits for a period not exceeding one semester because of serious illness of a member of their immediate family or for other good and sufficient cause. Such leaves may be extended within the sole discretion of the Board of Trustees.

While on such leave, a faculty member shall be allowed to participate in the College group health, dental and life insurance programs, provided the faculty member shall make timely advance payments of all premiums due for such insurance to the designated College office.

### **C. Funeral Leave**

In the event of the death of a member of a faculty member's immediate family, the faculty member shall be entitled to up to three consecutive instructional days leave of absence without loss of salary or deduction of accumulated sick leave. The term "faculty member's immediate family" shall be defined as the faculty member's parents (step, adoptive, foster or parent in-law), spouse or domestic partner, or children (or any child that the employee is acting *in loco parentis*).

In the event of the death of any member of a faculty member's family, the faculty member shall be entitled to up to three consecutive days leave of absence without loss of salary for the purpose of attending the funeral, including such related events as the wake or visitation. Such leave shall be deducted from accumulated sick leave. If additional days are necessary and are approved by the Provost or designee, the faculty member may be granted leave without pay. The term "faculty member's family" is defined as the faculty member's sibling (step, adoptive or foster), aunt or uncle, nephew or niece, grandchildren, grandparents or current in-laws (son/daughter, brother/sister) spouse's children or grandchildren, or any other relative living in the faculty member's immediate household.

D. **Jury Duty/ Court-Related Leave**

All faculty members called/subpoenaed as witnesses or jurors will notify the appropriate administrator as soon as possible after being called/subpoenaed. Called/subpoenaed faculty members required to serve as jurors or appear as witnesses during a working day on which they otherwise would have been scheduled to work will be paid their normal salary during this period. Such time will not be deducted from accumulated sick leave or personal leave. This section shall not be applicable to any matter when the faculty member, the Senate, or the College shall be a party. This section shall not be applicable to any proceeding conducted pursuant to Article V (Grievance Procedure) of this Agreement.

E. **Parental Leave**

A faculty member shall be eligible for parental leave without pay or other benefits, except those benefits specifically identified in this Article, subject to the following conditions:

1. Nothing in this Article shall be construed as requiring any faculty member to apply for a parental leave. A faculty member not eligible for or not desiring parental leave may utilize accumulated sick leave during any period of illness related to pregnancy and/or to the delivery of the child. Such faculty member shall return to employment immediately following the termination of such illness.
2. Application for such leave shall be made in writing to the Provost and Division Dean at least ninety (90) calendar days prior to the anticipated birth of the child. Any faculty member desiring parental leave as a result of becoming an adoptive parent or foster parent shall notify the Provost and Division Dean in writing as soon as feasible. Leave shall be granted upon satisfactory written notification to the Provost and Division Dean. It shall be the responsibility of the applying faculty member to keep the Provost and Division Dean informed of the status of the proceedings, and as soon as known, the expected date of arrival of the child. This section shall not be applicable if the adopted child is fourteen (14) or more years of age at the time. However, the age requirement may be waived by the Provost or designee if the child has a medical condition which would require the leave.
3. The faculty member and the Provost or designee shall agree upon a plan for the commencement and termination of such leave, taking into consideration maintenance of continuity of instruction and medical factors to the maximum possible degree and the pertinent time factors related thereto. The leave shall not exceed the balance of the Academic year in which it commences and one (1) additional academic year. Every effort shall be made to have such leave terminate immediately prior to the start of a new academic year. Such leave shall commence upon one of the following: 1) the date agreed upon by the Provost and faculty member, 2) for faculty members who teach, not later than the end of the semester preceding the semester during which the faculty member is expected to become unable to work, 3) the actual date of delivery/adoption, 4) the date on which the faculty member is required to leave employment because

they are unable to perform their duties, whichever shall first occur. Such leaves which commence during the summer recess shall begin no later than July 1. The Provost may waive any of the requirements of this section at their sole discretion; any such waiver shall not be precedential in any respect.

The faculty member must choose either one (1) year no pay or Paid Parental Leave for the leave of absence.

### **Unpaid Parental Leave**

1. A faculty member who has completed one (1) year of full-time service to the College shall be eligible for a parental leave of absence, without pay or other benefits except for those benefits specifically identified in this Article, for up to one (1) year. The time period of the leave shall commence with or include the date of delivery of the baby. This section shall also apply to the adoption of a child under fourteen (14) years of age. Such leave will entitle the employee to reinstatement, without loss of seniority or accrued sick leave, to the same or like position at the termination of the leave.
2. If desired, the employee may continue group health, dental and life insurance coverage provided that the employee pays the full cost of such participation to the College at the beginning of each month.
3. Should a faculty member take unpaid leave, schedules for promotion and post tenure review may be delayed for up to a year at the discretion of the Provost. The impact of unpaid leave on the tenure process shall be negotiated with the Provost on a case by case basis.
4. A faculty member who has enough accumulated sick leave is eligible to use such paid leave during the Fall or Spring semesters for up to eight (8) weeks from the date of birth or adoption. In cases when the conclusion of such time is within six (6) weeks of the end of the academic semester accumulated sick leave may continue to be used through the end of the current semester.
5. A faculty member who has been granted parental leave and who during such leave of absence shall again become pregnant or adopt shall be eligible for an extension of one (1) academic year of such parental leave of absence. Application for such extension of leave shall be in writing to the Provost or designee at least one hundred twenty (120) calendar days prior to the anticipated birth of the child or as soon as possible after notification of adoption.

### **Paid Parental Leave**

1. Eligible faculty who choose Paid Parental Leave will receive the following benefits:
  - a. Up to four (4) weeks paid parental leave to a birth parent to recover from a delivery.
  - b. Up to two (2) weeks paid parental leave for the birth of a child or children to a spouse or partner of the birth parent; or
  - c. Up to two (2) weeks paid parental leave for the adoption/foster care of a child or children.



2. After paid parental leave has been exhausted, a faculty member who has enough accumulated sick leave is eligible to use such paid leave during the Fall or Spring semesters for up to eight (8) weeks from the date of birth or adoption. In cases when the conclusion of such time is within six (6) weeks of the end of the academic semester accumulated sick leave may continue to be used through the end of the current semester.
3. Faculty members requesting paid parental leave must also submit FMLA Medical Certification indicating the expected delivery date. If an unforeseen medical condition requires a faculty member to stop working prior to the originally anticipated start date of the leave, the faculty member must provide as much advanced notice as reasonably possible to the Human Resources by submitting medical verification of the need to start the leave early.
4. Faculty requesting paid adoption leave must also submit proof of legal adoption and/or foster care placement.
5. Should a faculty member take paid leave, schedules for promotion and post tenure review may be delayed up to a year at the discretion of the Provost. The impact of unpaid leave on the tenure process shall be negotiated with the Provost on a case by case basis.

### **Elder Care**

A faculty member who has completed one (1) year of full-time service to the College shall be eligible for Elder Care benefits. Eligible faculty may receive up to four (4) weeks paid elder care leave to attend to serious medical conditions or end-of-life care for parents and parental figures.

Faculty members must submit a completed Leave Request Form, requesting FMLA leave, including required medical certification, to Human Resources. To the extent the thirty (30) day notice is not possible, the faculty member must submit a Leave Request Form to the Human Resource as soon as possible.

### F. **Military Leave**

Faculty members involuntarily called to active military duty shall be granted a leave of absence without salary for up to thirty (30) calendar days which may be extended by the Board upon written application.

### G. **Personal Business Leave**

Each faculty member shall be granted two (2) days without loss of salary each academic year for personal business leave. Such leave shall be for the purpose of completing matters which cannot reasonably be attended to or postponed to days or hours on which the faculty member is not required to be on campus. If unused, such leave shall accumulate as "Unused Personal Business to Sick" leave. These days cannot be reported to SURS for extra service credit purposes when the employee leaves the College, but can otherwise be used as sick days (Article IV, Section L). Personal business leave shall not be available for purposes of recreation or to participate in any work stoppage or job protest. Notice of planned utilization of personal business leave shall be given in writing to the immediate administrative supervisor or designee at least forty-eight (48) hours in advance, except in an

emergency, when such notice shall be given orally as soon as possible, and thereafter promptly confirmed in writing together with a brief explanation of the emergency. Personal business days shall be taken in units of one-half ( $\frac{1}{2}$ ) days.

It shall be an appropriate use of personal business leave to attend to matters related to the adoption of a child or for matters related to the birth of a child by a faculty member's spouse, during the first five instructional days following such adoption or birth. If personal business leave has been exhausted, the faculty member shall be granted leave without pay, notice of such utilization to be given as provided in the preceding paragraph.

H. **Professional Meeting Leave**

Leaves of absence without loss of pay or other benefits may be granted by the appropriate supervisor for a faculty member to attend professional meetings. If such has been approved for reimbursement, such reimbursement shall be within the guidelines of the Board of Trustee's policy manual.

I. **Religious Leave**

A faculty member may utilize up to three (3) days without loss of pay or deduction of personal leave to observe recognized religious holidays of their faith if such observance reasonably requires such leave. Notice of intention to utilize such leave shall be given in writing at least fifteen (15) calendar days in advance. Additional days of leave for such observance may be granted at the discretion of the appropriate administrator provided such additional days shall be without pay or shall be made up on some other date on which the faculty member is not scheduled to work, and provided further no such additional leave shall be granted if the faculty member has unused personal business leave.

J. **Sabbatical Leave**

1. The Board shall grant a sabbatical leave to any eligible full-time tenured faculty member who shall have appropriately applied, provided that, in the judgment of the Sabbatical Leave Review Committee and the College President or designee and concurrence of the Board of Trustees by its resolution, such leave will clearly add to the effectiveness of the faculty member in the performance of their responsibilities at the College and clearly accrue to the benefit of the College. The President or designee shall share the Committee's recommendation memo with the Board of Trustees prior to forwarding their recommendation for Board of Trustees approval. The Provost and the Faculty Senate shall agree to reassess the Sabbatical Leave Review Committee rubric on an annual basis.
2. A tenured faculty member is eligible to seek a sabbatical leave after having completed six (6) years of full-time service as a faculty member of the College, provided a faculty member shall not be eligible for such leave in any academic year next following an academic year in which they were on leave of absence for sixty (60) days or more.
3. The faculty member shall make application for sabbatical leave in writing to the Provost or designee pursuant to a reasonable timetable which shall be established. Such application shall include all the data pertinent to such leave.

4. Sabbatical leave shall be for a period of one (1) academic semester or one (1) academic year.
  - a) During the period of sabbatical leave, the faculty member shall receive one-half ( $\frac{1}{2}$ ) of their salary for an entire academic year, and all of their salary for a leave of one (1) semester.
  - b) If during the period of the sabbatical leave, the faculty member earns taxable remuneration from some other organization, agency, institution, or person, the salary paid by the College shall be reduced accordingly; provided if the sabbatical leave is for one (1) academic year, no reduction in salary shall be made unless the total of the regular salary and such taxable remuneration exceeds the amount equal to the salary that would have been paid to the faculty member if they were not on sabbatical leave, and provided further, such taxable remuneration shall not include royalties, dividends, interest or like income not derived from work performed during the period of the sabbatical leave.
  - c) As used herein "salary" means the amount set forth in Article VII-A and shall not include any additional amounts for summer school, extra-duty stipends, overloads, or the like. All insurance benefits shall continue and sick leave shall accrue during the term of the leave.
5. As a condition precedent to sabbatical leave, the faculty member shall agree to return to the College as a full-time faculty member for at least one (1) academic year immediately following the conclusion of such leave (or at least two (2) years if the sabbatical leave is for an entire academic year), and shall execute a promissory note assuring restitution of all salary paid during such leave if they do not return, such to be payable in bimonthly installments over a term not to exceed twice the length of the leave.

K. **Alternative Work Load Leave**

A tenured faculty member is eligible for a share-time or reduced load leave by first making application to their Dean for this leave. Faculty may share the leave or the leave may be a portion of the load for one faculty member.

Benefits are determined by the percentage of the leave to the full-time load. For example, one-half ( $\frac{1}{2}$ ) leave provides one-half ( $\frac{1}{2}$ ) benefits "per contract". If faculty share a position, the benefits package can be applied as institutionally determined.

While on such leave, a faculty member shall be allowed to participate in all College insurance programs, provided the faculty member shall make timely advance payments to the designated College office of all premiums due for their portion of the insurance not covered by this leave.

L. **Sick Leave**

A faculty member shall have the right to utilize sick leave because of personal illness or disability or because of a medical emergency which confronts the faculty member's immediate family which is defined as the employee's parents (step, adoptive, foster or parent in-law), spouse or domestic partner, or children (or any child that the employee is acting *in loco parentis*). Sick leave shall be twenty (20) days the first

year and ten (10) days per year after the first year. No payment for unused sick time accrued will be made.

The total benefits received under any college or state supported income protection plan (disability insurance, worker's compensation, etc.) and sick leave shall not exceed the individual's current daily salary.

As used herein, "illness or disability" shall not include cosmetic surgery or any procedure which the faculty member's physician states may be reasonably and safely deferred to the summer or other recess or vacation period.

#### 1. Faculty Sick Bank

The purpose of the Sick Leave Bank is to aid Harper College faculty members, who are experiencing serious medical hardship or an extended illness and who have exhausted all paid leave, by providing them temporary salary and benefit continuation. The intent of the bank is to provide extended sick leave to those members who incur a period of prolonged illness or hospitalization or childbirth. This does not apply to the prolonged illness of family members. The benefit can only be used for current needs and not to pay someone retroactively.

Faculty members may irrevocably donate accrued and unused personal days and sick days to the Faculty Leave Sick Bank during each spring semester.

The recipient is a faculty member who is eligible to accrue leave and has exhausted all paid leave and has met the definition of a "serious medical hardship or extended illness or injury." The leave must be used for the serious illness or injury of the employee and may not be used for an employee's spouse, child, or other family member. The faculty member must also meet the eligibility definitions of the Family Medical Leave Act (FMLA).

The maximum number of days that an employee may receive from the bank is (forty) 40 working days per year. The amount of pay received will be based on the receiving employee's base salary. All monies received will incur appropriate taxes and other required deductions.

If more than one eligible faculty member is approved to receive days from the bank, a pro-rated amount of the total remaining days available in the bank will be given to each, not to exceed forty (40) days each.

Definitions:

Serious medical hardship or extended illnesses or injury includes conditions which severely impact the health of the faculty member and require absence from work. These conditions must also meet the eligibility conditions for the Family and Medical Leave Act (FMLA).

To be eligible, employees must have completed one year of continuous service at the College. Absences due to injuries incurred in the course of committing a felony are not eligible.

## Sick Leave Request Process:

The Senate will determine the number of days which may be granted to an individual Sick Leave Bank member upon the member's request and validation from Human Resources of the individual's eligibility. The Senate may or may not grant days requested from the Sick Leave Bank. If no days are available in the bank, no funds will be available to be paid. To obtain days from the Sick Leave Bank, the requesting employee must complete a written request form and send it to the Faculty Senate.

Paperwork for planned absences must be completed and submitted ten (10) days prior to the anticipated use of sick leave bank. In unforeseen circumstances or emergencies, the member shall submit their request as soon as possible. Every attempt will be made to provide Human Resources with the approval so that no payroll deduction will need to take place.

Human Resources will administer the donated time and pay the recipient based on the current payroll schedule.

The College will follow all HIPAA laws and regulations at all times.

### M. **Family Medical Leave Act**

During the time period that the faculty member is eligible for benefits under the Family Medical Leave Act, group health, dental, life and accidental death and dismemberment insurance benefits shall be maintained under the same conditions as if the faculty member were actively employed.

### N. **Nonprecedential Effect of Leaves**

Any leave of absence hereunder which by its terms is not mandatory, shall be within the sole discretion of the Board of Trustees or the appropriate administrator. The granting or denial of such leave shall be nonprecedential with respect to any other application for such leave, provided such granting or denial shall not be based upon any factor deemed discriminatory herein.

### O. **Reemployment at Conclusion of Leave of Absence**

Any faculty member granted a leave of absence shall be assured of employment by the Board upon termination of such leave in the same manner as though such faculty member had not been on leave of absence, provided only that all of the conditions of such leave have been complied with by the faculty member. A leave of absence without pay shall not constitute a break in service or seniority.

### P. **Unemployment Compensation**

As a condition precedent to all leaves of absence, the faculty member agrees to waive any claim of whatsoever nature for unemployment compensation during the period of such leave.

Q. **Notice of Intention to Return**

In all instances where a faculty member is granted a leave of eight (8) months or more, as a condition thereof, the Board shall notify such faculty member by certified mail one hundred and fifty (150) calendar days prior to the beginning of the next semester after the faculty member's leave expires that the faculty member must return to work.

Failure of the faculty member to advise the Provost or designee at least ninety (90) calendar days (or May, whichever occurs first) prior to the beginning of the next semester (after expiration of leave) as required herein shall be treated as an election not to return to employment and as a resignation from the College.

## **ARTICLE V. GRIEVANCE PROCEDURE**

It is the purpose of this procedure to resolve as promptly and as expeditiously as possible allegations by the bargaining agent and/or members of the bargaining unit of misinterpretation of this agreement.

### **A. Definitions**

1. A grievance shall mean an allegation by the Senate or by an affected faculty member that there has been a violation, misinterpretation or misapplication of any provision of this Agreement.
2. As used in this article, "day" shall mean every day of the week when classes are scheduled except Saturdays, Sundays and those school holidays and/or emergency days when the Office of the Provost shall be closed.

### **B. Provisions**

1. A faculty member may be represented at any meeting, hearing or appeal relating to a grievance. A representative of the Senate shall have the right to attend such meeting, hearing or appeal.
2. The President of the Senate or designee of the Senate shall be advised of any meeting, hearing or appeal relating to a grievance which has been formally presented.
3. The failure of the grievant to act on any grievance within the prescribed time limits will act as a bar to any further appeal within the grievance procedure or otherwise. If the designated representative of the Board of Trustees shall neglect to proceed or render a decision within the time limits, the grievance may be advanced to the next step of the grievance procedure. Time limits may, however, be extended by mutual written agreement.

### **C. Informal Resolution Procedure**

The parties are encouraged to utilize the informal resolution process. The party asserting a grievance shall attempt to resolve the problem through informal communication with the appropriate supervisor. The informal resolution process shall be completed within fifteen (15) days of the date of the occurrence giving rise to the grievance or from the date when the grievant might reasonably have become aware of the occurrence. The President of the Senate or designee may accompany the faculty member to assist in the informal resolution process. If, however, such informal processes fail, a grievance may be processed as follows:

### **D. Formal Grievance Procedure**

#### **1. Step I**

- a) The filing of the formal written grievance at this step must be within ten (10) days of the completion of the informal resolution process. The grievance must be formally presented in writing to the same appropriate supervisor.

- b) The formal written grievance shall clearly identify all grievants, summarize all relevant facts, identify all provisions of the agreement allegedly violated, describe the remedy which is requested, and must be presented formally in writing to the appropriate supervisor who will arrange for a meeting to be held within ten (10) days to review the grievance.
- c) The supervisor shall provide a written answer to the grievant (with a copy to the Senate if the Senate is not the grievant) within ten (10) days of the meeting. The answer shall include the reasons for the decision.

## 2. Step II

- a) If the grievance is not resolved at the preceding step, the Senate or designee may refer it to the College President or designee by filing the same in writing within ten (10) days of receipt of the answer from the appropriate supervisor. The College President or designee will arrange for a meeting to be held within ten (10) days of such referral to review the grievance. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary to develop facts pertinent to the grievance. A written answer including reasons shall be provided to the grievant (with a copy to the Senate if the Senate is not a party to the grievance) within ten (10) days of the meeting provided for in this paragraph.
- b) If the grievance arises from a decision at the College President's level, the grievance may be initiated at Step II (a), provided such is filed within the time limits prescribed in Step I (a).

## 3. Step III

- a) If the grievance is not resolved at the College President's level, the Senate may submit it to arbitration, providing written notice indicating such is filed with the College President or designee within fifteen (15) days of the answer at the College President's level, or if no answer is filed within fifteen (15) days of the last day on which such answer was due. The Senate shall promptly request of the American Arbitration Association that it provide panel(s) of qualified arbitrators from which the parties may make a selection pursuant to the practices of that Association which shall also serve as the administrator of the proceedings.
- b) The decision of the arbitrator shall be binding and shall be submitted to the Board of Trustees for its consideration no later than thirty (30) days following receipt of the arbitrator's recommendation. In making their recommendation, the arbitrator shall not add to or enlarge upon this Agreement, and any suggested remedy, if appropriate, shall conform to Illinois law. The arbitrator shall rely on established past practice in interpreting the Agreement, but shall not alter, amend, modify or ignore the express language of the Agreement in rendering their recommendation. The fees and expenses of the arbitrator and of the American Arbitration Association shall be shared equally by the Board and the Senate. The parties likewise shall share the expense of any transcript(s) which they may jointly request, but all other expenses which may be incurred by either party shall be borne by that party.



E. **Non-discrimination**

The Board shall not discriminate or take any reprisals against any faculty member as a consequence of the filing of any grievance hereunder.

## **ARTICLE VI. DUES CHECKOFF/ FAIR SHARE/ COPE**

- A. The Board shall deduct dues from the salary of each faculty member, who shall authorize the same in writing, in an amount determined by the Cook County College Teachers Union (CCCTU), provided the rate to be deducted shall be uniform for each faculty member. Such deductions shall be made no later than thirty (30) calendar days following receipt of the authorization in the designated College office.
- B. A dues authorization may be revoked by written notice to the designated College office and such revocation shall be effective no later than thirty (30) calendar days thereafter. The authorization shall be deemed automatically revoked with the issuance of the faculty member's last paycheck.
- C. The dues/Fair Share payments and a listing of the faculty members for whom such dues/Fair Share deductions were made shall be forwarded to the Treasurer of the Cook County College Teachers Union no later than ten (10) days after such deductions were made. Such listing shall include year-to-date totals for each person listed as well as an indication as to whether the deduction was or was not a Fair Share deduction. The Board shall also make a reasonable effort to include in such listing faculty members who have authorized such deductions but for whom none were made.
- D. If the Board shall make such deductions and remit such dues as aforesaid, the Senate shall indemnify, hold harmless and defend the Board of Trustees, its members, agents and employees in any action, complaint or suit or other proceedings which may be brought.
- E. Fair Share
  - 1. It is recognized that the Senate's duty as the sole and exclusive bargaining agent entails expenses for collective bargaining and contract administration which appropriately are shared by all faculty members who are beneficiaries of this agreement. To this end, if a faculty member does not join the Cook County College Teachers Union within fourteen (14) days after posting of the notice required in subparagraph (b), the Board shall deduct a sum equivalent to the proportionate share of the cost of the services rendered by the CCCTU for collective bargaining and contract administration in its role as a sole and exclusive bargaining agent in equal payments from the regular salary check of the faculty member in the same manner as it deducts dues for members of the CCCTU provided:
    - a) The CCCTU has posted the appropriate notices of the imposition of such Fair Share fee in accordance with the rules and regulations of the IELRB; and,
    - b) The CCCTU has annually certified in writing to the Board the amount of such Fair Share fee and has annually certified in writing to the Board that such notice has been posted.
  - 2. The Board shall begin such Fair Share fee deduction no earlier than fourteen (14) days (or any later period as required by the Rules and Regulations of the IELRB), after certification by the CCCTU as described in subparagraph (b) of paragraph 1 of this section.

3. The Senate and the CCCTU agree to defend, indemnify and save the Board harmless against any claims, demand, suit, or other form of liability which may arise by reason of any action taken by the Senate, the CCCTU, or the Board in complying with the provisions of this section, including reimbursement for any legal fees or expenses incurred in connection therewith.
4. In the event a faculty member objects to the amount of such fee, the Board shall continue to deduct the fee and the Board shall transmit the fee (or the portion of the fee in dispute) to the IELRB which shall hold the fee in escrow in an account established for that purpose. The Board shall continue to transmit such fee to the IELRB until further order of the Board. If the faculty member is entitled to a refund, the faculty member shall receive such refund, plus any interest earned on the refund during pendency of the action.
5. If a faculty member declares the right of non-association based upon bona fide religious tenets or teaching, or a church, or religious body of which such faculty member is a member, such faculty member shall be required to pay an amount equal to the faculty member's proportionate share to a non-religious charitable organization mutually agreed upon by the faculty member and the CCCTU. If the faculty member and the CCCTU are unable to reach agreement on the matter, a charitable organization shall be selected from a list established and approved by the Illinois Educational Labor Relations Board in accordance with its rules.

F. COPE Check-Off

The Board shall deduct Committee On Political Education (COPE) monies from the salary of each faculty member who shall authorize the same in writing, in the amount indicated on the authorization to deduct said monies. The amounts deducted shall be forwarded to the Treasurer of the Cook County College Teachers Union - COPE at the same time as the dues deducted from the same check and made payable to Cook County College Teachers Union - COPE. The Board shall also forward a listing showing the persons for whom deductions were made and the amounts of said deductions for the period covered. Such deductions may be revoked by the person by notifying the Payroll Department of the College in writing to terminate the deductions. This provision became effective with the first paycheck in September of 1989.

## ARTICLE VII. SALARY AND RATES OF PAY

### A. Step Lane Schedules

#### STEP LANE SCHEDULE FOR 2024-2025

Level*	Instructor	Assistant Professor	Associate Professor	Professor
7	57,568	63,325	69,658	76,624
8	59,296	65,225	71,748	78,922
9	61,074	67,182	73,900	81,290
10	62,907	69,197	76,117	83,729
11	64,794	71,273	78,401	86,241
12	66,738	73,411	80,753	88,828
13	68,673	75,540	83,094	91,404
14	70,665	77,731	85,504	94,055
15	72,714	79,985	87,984	96,782
16	74,823	82,305	90,535	99,589
17	76,918	84,609	93,070	102,377
18	79,071	86,978	95,676	105,244
19	81,285	89,414	98,355	108,191
20	83,561	91,917	101,109	111,220
21	85,817	94,399	103,839	114,223
22	88,134	96,948	106,643	117,307
23	90,514	99,566	109,522	120,474
24	92,958	102,254	112,479	123,727
25	95,375	104,912	115,404	126,944
26	97,855	107,640	118,404	130,245
27	100,399	110,439	121,483	133,631
28	101,704	113,310	124,641	137,105
29		114,727	127,757	140,533
30			130,951	144,046
31			132,588	147,647
32				149,493

Notes:

\* Levels are not to be equated to years of service

STEP LANE SCHEDULE FOR 2025-2026

Level*	Instructor	Assistant Professor	Associate Professor	Professor
7	59,008	64,908	71,399	78,539
8	60,778	66,856	73,541	80,895
9	62,601	68,861	75,748	83,322
10	64,479	70,927	78,020	85,822
11	66,414	73,055	80,361	88,397
12	68,406	75,247	82,771	91,049
13	70,390	77,429	85,172	93,689
14	72,431	79,674	87,642	96,406
15	74,532	81,985	90,183	99,202
16	76,693	84,362	92,799	102,079
17	78,841	86,725	95,397	104,937
18	81,048	89,153	98,068	107,875
19	83,317	91,649	100,814	110,895
20	85,650	94,215	103,637	114,001
21	87,963	96,759	106,435	117,079
22	90,338	99,372	109,309	120,240
23	92,777	102,055	112,260	123,486
24	95,282	104,810	115,291	126,820
25	97,759	107,535	118,289	130,118
26	100,301	110,331	121,364	133,501
27	102,909	113,200	124,520	136,972
28	104,247	116,143	127,757	140,533
29		117,595	130,951	144,046
30			134,225	147,647
31			135,903	151,339
32				153,230

Notes:

\* Levels are not to be equated to years of service

STEP LANE SCHEDULE FOR 2026-2027

Level*	Instructor	Assistant Professor	Associate Professor	Professor
7	60,483	66,531	73,184	80,503
8	62,297	68,527	75,380	82,918
9	64,166	70,583	77,641	85,405
10	66,091	72,700	79,970	87,968
11	68,074	74,881	82,370	90,607
12	70,116	77,128	84,841	93,325
13	72,150	79,365	87,301	96,031
14	74,242	81,666	89,833	98,816
15	76,395	84,034	92,438	101,682
16	78,610	86,471	95,119	104,631
17	80,812	88,893	97,782	107,560
18	83,074	91,382	100,520	110,572
19	85,400	93,940	103,334	113,668
20	87,792	96,571	106,228	116,851
21	90,162	99,178	109,096	120,006
22	92,596	101,856	112,042	123,246
23	95,096	104,606	115,067	126,573
24	97,664	107,430	118,173	129,991
25	100,203	110,224	121,246	133,371
26	102,809	113,089	124,398	136,838
27	105,482	116,030	127,633	140,396
28	108,224	119,046	130,951	144,046
29		122,023	134,225	147,647
30			137,581	151,339
31			141,020	155,122
32				159,000

Notes:

\* Levels are not to be equated to years of service

STEP LANE SCHEDULE FOR 2027-2028

Level*	Instructor	Assistant Professor	Associate Professor	Professor
7	61,995	68,194	75,014	82,515
8	63,855	70,240	77,264	84,991
9	65,770	72,348	79,582	87,540
10	67,744	74,518	81,970	90,167
11	69,776	76,753	84,429	92,872
12	71,869	79,056	86,962	95,658
13	73,953	81,349	89,484	98,432
14	76,098	83,708	92,079	101,286
15	78,305	86,135	94,749	104,224
16	80,576	88,633	97,497	107,246
17	82,832	91,115	100,227	110,249
18	85,151	93,666	103,033	113,336
19	87,535	96,289	105,918	116,510
20	89,986	98,985	108,883	119,772
21	92,416	101,658	111,823	123,006
22	94,911	104,402	114,843	126,327
23	97,474	107,221	117,943	129,738
24	100,106	110,116	121,128	133,241
25	102,708	112,979	124,277	136,705
26	105,379	115,917	127,508	140,259
27	108,119	118,930	130,824	143,906
28	110,930	122,023	134,225	147,647
29		125,073	137,581	151,339
30			141,020	155,122
31			144,546	159,000
32				162,975

Notes:

\* Levels are not to be equated to years of service

STEP LANE SCHEDULE FOR 2028-2029

Level*	Instructor	Assistant Professor	Associate Professor	Professor
7	63,545	69,899	76,889	84,578
8	65,451	71,996	79,196	87,116
9	67,415	74,156	81,572	89,729
10	69,437	76,381	84,019	92,421
11	71,520	78,672	86,540	95,194
12	73,666	81,032	89,136	98,049
13	75,802	83,382	91,721	100,893
14	78,000	85,801	94,381	103,819
15	80,262	88,289	97,118	106,829
16	82,590	90,849	99,934	109,927
17	84,903	93,393	102,732	113,005
18	87,280	96,008	105,609	116,170
19	89,724	98,696	108,566	119,422
20	92,236	101,460	111,606	122,766
21	94,726	104,199	114,619	126,081
22	97,284	107,012	117,714	129,485
23	99,911	109,902	120,892	132,981
24	102,608	112,869	124,156	136,572
25	105,276	115,804	127,384	140,122
26	108,013	118,815	130,696	143,766
27	110,822	121,904	134,094	147,504
28	113,703	125,073	137,581	151,339
29	115,124	128,200	141,020	155,122
30		129,803	144,546	159,000
31			148,159	162,975
32			150,011	167,049
33				169,138

Notes:

\* Levels are not to be equated to years of service



## B. Education and Experience Requirements for Promotion on Salary Schedule

### 1. Instructor

- a) Master's degree in subject field, or
- b) For faculty teaching career/occupational courses:

Bachelor's degree plus three (3) to five (5) years experience in the field, or Journeyman standing or its equivalent as determined by the College, or other accomplishments deemed acceptable to the College in technical/commercial areas based on certificates/industrial technical training, creation of programs, supervisory positions and similar situations covering areas in which normal collegiate recognition does not exist.

### 2. Assistant Professor

- a) Doctor's degree in subject field; or master's degree in subject field, plus at least fifteen (15) graduate hours beyond the master's degree in the subject field and five (5) years professional experience, or
- b) For faculty teaching career/occupational courses:

A bachelor's degree plus five (5) years experience in the field plus five (5) years in teaching experience; or bachelor's degree plus at least ten (10) years experience in the field.

### 3. Associate Professor

- a) Doctor's degree in subject field and five (5) years professional experience at least two (2) of which must be successful college teaching; or master's degree in subject field plus at least thirty (30) graduate hours beyond the master's degree of which a minimum of fifteen (15) must be in the subject field and half of the remainder must be in related fields, plus ten (10) years professional experience, at least five (5) years of which must be successful college teaching, or
- b) For faculty teaching career/occupational courses:

A master's degree in the subject field and ten (10) years teaching and five (5) years professional and/or technical experience; or master's degree in the subject field and fifteen (15) years experience in the field.

### 4. Professor

- a) Doctor's degree in the subject field and ten (10) years professional experience at least five (5) of which must be successful college teaching; or a master's degree in subject field, plus at least sixty (60) graduate hours beyond the master's degree of which a minimum of thirty (30) must be in the subject field and half of the remainder must be in related fields, fifteen (15) years professional experience at least eight (8) of which must be successful college teaching, and other exceptional qualifications and demonstrated instructional leadership, or

- b) For faculty teaching career/occupational courses:

A master's degree in subject field, plus at least sixty (60) graduate hours beyond the master's degree of which a minimum of thirty (30) must be in the subject field and half of the remainder must be in related fields, fifteen (15) years professional experience at least eight (8) of which must be successful college teaching; or a master's degree in the subject field and thirty (30) graduate hours beyond the master's degree in the subject or related fields, twenty (20) years of professional experience at least ten (10) of which must be successful college teaching and other exceptional qualifications and demonstrated instructional leadership.

5. As used herein, "subject field" also includes an approved (by the Provost or designee) area related to the subject field.
6. As used in this article, "course" and "graduate hours" shall apply only to instruction received at institutions accredited by agencies recognized by the Council on Post-Secondary Accreditation (COPA).

#### **B. Professional Development Activities**

If the following conditions are met, professional development activities other than traditional graduate coursework will be considered as equivalent to graduate hours for purposes of promotion on salary lanes.

1. Undergraduate courses: Requests for approval of undergraduate coursework must be submitted in writing to the faculty member's immediate supervisor at least thirty (30) calendar days in advance of the commencement of the coursework. Transcripts of appropriate certification of the completion of the course work must be submitted within ninety (90) calendar days after completion of the coursework. Approved undergraduate courses will be equated at two-thirds (2/3) of the credit hour value earned.
2. Continuing Education courses: The faculty member will follow the same approval procedure as in the case of undergraduate courses and will provide transcript or appropriate certification of completion within ninety (90) calendar days after completion of the coursework. Approved continuing education courses will be equated at one-third (1/3) of the CEU earned.
3. Non-credit courses meeting on at least five (5) separate days: The faculty member will follow the same approval procedure as in the case of undergraduate courses and will provide transcript or appropriate certification of completion within ninety (90) calendar days after completion of the coursework. Approved non-credit coursework will equate to one (1) credit hour for each thirty (30) clock hours of instruction.

Faculty may receive graduate equivalency for credit towards promotion for professional accomplishments in their respective fields or higher education in general. Professional accomplishments include, but are not limited to, attending conferences, publishing books or articles, service to a professional organization, artistic and/or creative productions, or professional presentations. A committee consisting of three (3) faculty appointed by the Faculty Senate President and three (3) Deans appointed by the Provost shall develop a Professional Development

Equivalency list that details the available professional development units awarded for select professional development activities. The committee will meet to update the list as necessary. Faculty must submit a completed Professional Development Form to their Dean within thirty (30) days of completing the professional development activity to receive credit. For activities not specifically listed on the Professional Development Equivalency list or for activities that go beyond what is normally expected of the activity on the list, faculty may appeal directly to their Dean for additional professional development units.

C. **Conditions for Payment**

1. **Initial Placement**

- a) Faculty members employed hereafter shall be placed on the salary schedule by the Board at the time of hire.

2. **Movement on the Salary Schedule**

- a) Horizontal movement shall take place as follows:

- 1) Any faculty previously approved by the Board for promotion for the duration of this contract.
- 2) The Promotions Committee shall review all faculty applications for promotion in academic rank. One (1) faculty member shall be elected to the committee by each division each year. During this contract the Promotions Committee shall follow the procedures for the evaluation of applicants as outlined in the Report of the Contract Promotions Committee Procedures.
- 3) To be promoted to assistant professor, a faculty member must meet these conditions: The faculty member (a) has received tenure; (b) has completed seven (7) years of Harper service as an instructor; and (c) meets the requirements for the new rank as set forth in Section B, 2, a or b of this article. For faculty teaching in transfer programs, at least three (3) graduate hours beyond the master's degree must be in the form of accredited graduate course credit or Harper GEC.
- 4) To be promoted to associate professor, a faculty member must meet these conditions: The faculty member (a) has received tenure; (b) has completed seven (7) years of Harper service as an assistant professor; and (c) meets the requirements for the new rank as set forth in Section B, 3, a or b. For faculty teaching in transfer programs, at least three (3) graduate hours beyond the master's degree must be in the form of accredited graduate course credit or Harper GEC.
- 5) To be promoted to professor, a faculty member must meet these conditions: The faculty member (a) has received tenure; (b) has completed five (5) years of Harper service as an associate professor; (c) meets the requirements for the new rank as set forth in Section B, 4, a or b of this article; (d) has demonstrated exceptional qualifications and instructional leadership; and has

been recommended by the Institutional Promotions Committee, the Dean of the faculty member's division, and the Provost. The Institutional Promotions Committee shall make recommendations for promotion to professor to the College President. Promotion to professor must be approved by the Board of Trustees. For faculty teaching in transfer programs, at least six (6) graduate hours beyond the master's degree must be in the form of accredited graduate course credit or Harper GEC.

- 6) A faculty member who meets the requirements as stated in Article VII, Section B.2 (Assistant Professor) or Article VII, Section B.3 (Associate Professor) and has completed at least four (4) years of service in their current academic rank, may apply for early promotion.

The process for early promotion is described in the Faculty Handbook and shall involve approval by the Institutional Promotions Committee, the Dean of the faculty member's division and the Provost. The Institutional Promotions Committee shall make recommendations for early promotion to the College President. Early promotions must be approved by the Board of Trustees.

Changes to the process for early promotions and/or promotion to full professor will be recommended to the Provost prior to the end of the spring semester by the Contract Promotions Committee.

- 7) Horizontal movement, when it occurs, will be done as follows: Such movement shall be made to a salary step in the next vertical lane at the level number that is one greater than the level number the faculty member was assigned the previous contract year.
  - 8) A faculty member who otherwise qualifies for horizontal movement shall as a condition for advancement in any academic year file with the Provost or designee written evidence of fulfillment of all training and experience requirements described in Section B of this Article by October 1 of each academic year.
- b) Vertical movement of the salary schedule shall occur at the rate of one (1) numerical step per year unless the Board shall otherwise advise the faculty member by April 1. Any faculty member so advised shall have the right to a meeting with the Provost or designee and may be accompanied by a representative.

### 3. Rank

Academic rank will be maintained as previously defined herein.

### 4. Substituting

Any faculty member who substitutes shall be paid at forty dollars (\$40) per fifty (50) minute class period. No person shall be paid extra for teaching two (2) sections at the same hour, nor shall they be required to do so.

5. Overtime and Extra Sessions

- a) Overtime (overloads) is defined as contact hours in excess of the normal workload (as defined in Article III-I.).
- b) When a faculty member teaches in excess of the normal workload, they will be compensated for each contact hour in accordance with the schedule contained herein.
- c) Overload pay begins after normal workload requirements as specified by Article III-I are fulfilled by the faculty member.
- d) Overloads, when requested by the faculty and approved by the Dean or appropriate supervisor, will be limited to a maximum of fifteen (15) contact hours per year or for faculty members who do not have teaching responsibilities, two hundred seventy-two (272) clock hours per year, and will be compensated in accordance with the schedule contained herein. Faculty who teach Flex Learning classes will be limited to a maximum of sixteen (16) contact hours per year.
- e) If faculty function in the following types of assignments, their overloads will be equated on the following basis:

Counseling                    1 Clock Hour =        0.75 Contact Hours  
 Library Functions        1 Clock Hour =        0.75 Contact Hours

f) Overload Pay Schedule

		Classroom Instruction Pay Schedule*					PhD or MA
<u>Formula Used</u>	Level	BA or Less	MA	MA + 15	MA +30	+ 60	
		1	2	3	4	5	
<b>2024/25</b>							
SCALE =	A	0-3	\$1,125	\$1,145	\$1,165	\$1,185	\$1,205
	B	4-6	\$1,145	\$1,165	\$1,185	\$1,205	\$1,225
	C	7+	\$1,165	\$1,185	\$1,205	\$1,225	\$1,245
<b>2025/26</b>							
	A	0-3	\$1,160	\$1,180	\$1,200	\$1,220	\$1,240
	B	4-6	\$1,180	\$1,200	\$1,220	\$1,240	\$1,260
	C	7+	\$1,200	\$1,220	\$1,240	\$1,260	\$1,280
<b>2026/27</b>							
	A	0-3	\$1,200	\$1,220	\$1,240	\$1,260	\$1,280
	B	4-6	\$1,220	\$1,240	\$1,260	\$1,280	\$1,300
	C	7+	\$1,240	\$1,260	\$1,280	\$1,300	\$1,320
<b>2027/28</b>							
	A	0-3	\$1,245	\$1,265	\$1,285	\$1,305	\$1,325
	B	4-6	\$1,265	\$1,285	\$1,305	\$1,325	\$1,345
	C	7+	\$1,285	\$1,305	\$1,325	\$1,345	\$1,365
<b>2028/29</b>							
	A	0-3	\$1,295	\$1,315	\$1,335	\$1,355	\$1,375
	B	4-6	\$1,315	\$1,335	\$1,355	\$1,375	\$1,395
	C	7+	\$1,335	\$1,355	\$1,375	\$1,395	\$1,415

Counseling and RFL Function Schedule\*

Formula Used	Level	PhD or MA					
		BA or Less	MA	MA + 15	MA +30	+ 60	
		1	2	3	4	5	
<b>2024/25</b>							
<u>SCALE * .75</u> 17	A	0-3	\$49.63	\$50.51	\$51.40	\$52.28	\$53.16
	B	4-6	\$50.51	\$51.40	\$52.28	\$53.16	\$54.04
	C	7+	\$51.40	\$52.28	\$53.16	\$54.04	\$54.93
<b>2025/26</b>							
	A	0-3	\$51.18	\$52.06	\$52.94	\$53.82	\$54.71
	B	4-6	\$52.06	\$52.94	\$53.82	\$54.71	\$55.59
	C	7+	\$52.94	\$53.82	\$54.71	\$55.59	\$56.47
<b>2026/27</b>							
	A	0-3	\$52.94	\$53.82	\$54.71	\$55.59	\$56.47
	B	4-6	\$53.82	\$54.71	\$55.59	\$56.47	\$57.35
	C	7+	\$54.71	\$55.59	\$56.47	\$57.35	\$58.24
<b>2027/28</b>							
	A	0-3	\$54.93	\$55.81	\$56.69	\$57.57	\$58.46
	B	4-6	\$55.81	\$56.69	\$57.57	\$58.46	\$59.34
	C	7+	\$56.69	\$57.57	\$58.46	\$59.34	\$60.22
<b>2028/29</b>							
	A	0-3	\$57.13	\$58.01	\$58.90	\$59.78	\$60.66
	B	4-6	\$58.01	\$58.90	\$59.78	\$60.66	\$61.54
	C	7+	\$58.90	\$59.78	\$60.66	\$61.54	\$62.43

The above amount will be paid for each contact hour of overload that is consistent with the number of credit hours assigned to a course. In courses where the contact hours exceed the number of credit hours, the above amount will be paid for the first contact hour exceeding the number of credit hours and one-half (½) of the above rate will apply to any additional contact hours in excess of the credit hours.

g) Compensation for Non-Teaching Responsibilities:

Program Coordinators and Department Chairpersons requesting compensation during noncontractual times shall submit a plan of activities to the Dean for approval at least one ( 1 ) month prior to the beginning of the activities. A completion report shall be submitted to the Dean prior to payment.

Additional compensation for the performance of non-teaching responsibilities on days not covered by the faculty member's regular contract, such as during vacation or recess periods, shall be remunerated pro-rata based on current salary. As used herein, "current salary" means the amount set forth in the step lane schedule (Article VII, A.). Responsibilities performed during the twelve (12) month period commencing August 1 of each year shall be governed by the step lane schedule in effect during the academic year which falls within this twelve (12) month period.

6. Intercollegiate Coaching Compensation Schedule

- a) Intercollegiate sports offered by the College will be approved by the Board.
- b) The following schedule of contact hour equivalents for each sport will be the basis for determining reassigned time. Full-time faculty who coach shall have the choice of designating reassigned time or overload pay. Coaching experience may be substituted for teaching experience in determining level.
- c) Reassigned time will be negotiated for faculty hired to coach sports not listed below:

<u>Position</u>	<u>Fall</u>	<u>Spring</u>	<u>Year Total</u>
Head Baseball Coach		7	7
Asst. Baseball Coach		5	5
Head Men's Basketball Coach	4	5	9
Asst. Men's Basketball Coach	3	3	6
Head Women's Basketball Coach	4	5	9
Asst. Women's Basketball Coach	3	3	6
Head Men's & Women's Cross Country Coach	6		6
Head Men's Soccer Coach	6		6
Head Women's Soccer Coach	6		6
Head Softball Coach		7	7
Asst. Softball Coach		5	5
Head Men's & Women's Track Coach	3	6	9
Asst. Track Coach		5	5
Head Women's Volleyball Coach			6
Head Wrestling Coach		5	9
Asst. Wrestling Coach		2	5

7. Independent Study

Reimbursement of faculty for independent study students shall be at the rate of forty-five dollars (\$45) per credit hour generated. A faculty member may not contract to work with more than four (4) students during any fall, spring or summer semester.

Working with students in an IDS contract will not affect the overload limits for a faculty member as set forth in Article III-I.

8. Pay Periods

Faculty members shall have the option of receiving their salary payments in twenty (20) or twenty-six (26) installments.

The twenty (20) or twenty-six (26) installments will be paid on a biweekly basis and the deductions will be prorated on a twenty (20), twenty-four (24) or twenty-six (26) installment basis.

The choice of payroll plans shall be made in writing prior to the first pay period of each academic year. If no choice of payroll plan is made, payment shall be on the basis of the twenty (20) installment method.

The Board agrees to meet with the Faculty Senate to discuss any alteration from the twenty (20) or twenty-six (26) pay period installments.

## Summer School Pay

- a) Summer pay for faculty with teaching responsibilities will be determined as follows:

$$\frac{\text{Salary}^*}{1} * \frac{n}{36} * \frac{x}{15^{**}} * 0.80$$

- \* = contracted salary of previous academic year
- \*\* = 12 will be used for faculty having 24-hour workload required
- n = the number of weeks the course is taught
- x = the number of contact hours taught per week

The above formula shall be applied to the first twenty-five percent (25%) of annual base workload taught during summer session. Any additional hours shall be calculated in accordance with Section D.5 of this Article.

Faculty members having teaching responsibilities during the summer session shall be granted two (2) sick days leave.

- b) Hourly summer pay for non-teaching faculty will be determined as follows:

$$\frac{\text{Salary}^*}{(36 * 35)}$$

- \* = contracted salary of the previous academic year

Non-teaching faculty can work a maximum of two hundred and eighty (280) hours during the summer.

Faculty having non-teaching responsibilities during the summer session shall be granted one (1) sick day if they work one hundred and forty (140) hours and shall be granted two (2) sick days if they work two hundred and eighty (280) hours.

- c) Full-time faculty teaching NUR 104 during a four (4) week summer term will be credited with twenty (20) contact hours per week for use in the summer school formula.
- d) No other provisions of the Agreement (except Article V, Grievance Procedure; Article III, E, Seniority; Article VII, A, Step Lane; and Article VII, D, 5(g) Compensation for Non-Teaching Responsibilities) shall apply to summer school.



## **ARTICLE VIII. INSURANCE AND FRINGE BENEFITS**

### **A. Professional Expense Benefits**

1. Faculty members may be allowed professional expense benefits not to exceed one thousand three hundred and ninety dollar (\$1,390) for fiscal year 2024/25, one thousand four hundred and twenty dollars (\$1,420) for fiscal years 2025/26, one thousand four hundred and fifty dollars (\$1,450) for fiscal year 2026/27, one thousand four hundred and eighty dollars (\$1,480) for fiscal year 2027/28 and one thousand five hundred and ten dollars (\$1,510) for fiscal year 2028/29 for qualified professional expenses as described below: In addition to the monies described above a professional development pool will be created in the amount of one hundred and fifty dollars (\$150) per faculty member per year. The pooled professional development money will be used to offset the cost of other faculty professional development expenses such as college sponsored international travel, doctoral study, etc. to an annual individual benefit of six thousand dollars (\$6,000). Faculty may apply for such funds to supplement individual allocations through a written request to the Provost. All expenditures from this fund will be approved by the Provost and the Faculty Senate President using guidelines approved by the Senate and the Provost.

a) Tuition and other approved educational expenses for professional development activities approved in advance by the Provost. As used herein, "tuition and other approved educational expenses" shall not include any expenses as defined in Article VIII.A.1.B or any optional charges. All payments will be made only upon submission of the appropriate reimbursement form and appropriate evidence indicating successful completion of the educational activity.

When approved study is available only at institutions where tuition rates exceed the limit, supplemental grants may be made if specifically authorized by the Provost. Any such approval shall be nonprecedential.

b) Reimbursement for the following professional expenses may not exceed the total professional expense benefits allowed in Article VIII.A.1.

1. Membership fees and incidental expenses related to professional teaching organizations as approved by the Provost. Multi-year memberships are allowed under this agreement.
2. Subscriptions to professional journals, books and periodicals directly related to the faculty member's teaching area.
3. Teaching supplies and materials directly related to the faculty member's discipline and educationally related equipment purchased by the faculty member, but not including items normally furnished by the College. Taxable purchases, personal computers or related equipment are not eligible for reimbursement.
4. Typing of the faculty member's masters or doctoral thesis.
5. Licensing fees and certification fees for associations and agencies related to teaching area.
6. Travel to approved meetings and conferences related to faculty member's area of teaching, exclusive of any supplemental travel funds institutionally budgeted.

2. Professional expense benefits for approved travel and meetings or conferences may be disbursed in advance for amounts over three hundred and twenty-five dollars (\$325) provided faculty members submit to their immediate supervisor documentation supporting the advance request. In this case vouchers for expenses and appropriate evidence of payment (cash, check, or charge receipt) must be submitted within sixty (60) days from date of advancement.
3. All disbursements for professional expense benefits for expenses already incurred must be supported by appropriate evidence of payment. All requests for reimbursement must be approved by the faculty member's immediate supervisor. Any professional travel expense must be preapproved. All vouchers for expenses incurred during the fiscal year must be submitted before May 31. Professional expenses that occur in June must be submitted by June 30.
4. At the discretion of the Provost, the College and a faculty member may enter into a contract for the faculty member to get additional credentials in order to teach courses needed by college programs. The College will pay the costs to obtain the credentials using the funds from the professional development pool (see Article VIII.A.1). The contract between the College and the faculty member will specify a timeline for completion and the reassigned time the faculty will receive while they work on the credentials.

B. **Aggregation of Professional Expenses**

Any faculty member may assign up to one hundred percent (100%) of their professional expense funds pursuant to Section A above to other faculty provided such assignment shall be in writing and submitted with the approved voucher of the assignee.

C. **Group Insurance**

1. **Eligibility**

Full-time faculty members are eligible to participate in all lines of insurance on the first day of employment. Eligibility ends on the last day of employment.

2. **Life & Accidental Death & Dismemberment Insurance**

The Board shall provide group term life insurance and accidental death and dismemberment insurance equal to two (2) times the annual salary.

3. **Short-Term and Long-Term Disability Insurance**

The Board shall also pay the total premium necessary to provide a monthly disability benefit of sixty percent (60%) of salary not to exceed four thousand five hundred dollars (\$4,500) per month for short-term and long-term disability insurance.

4. **Dental Insurance**

The Board shall also pay the full premium for the faculty member for the dental coverage as provided.

5. Voluntary Benefits

A vision plan, supplemental life and AD&D plan and an identity theft protection plan are provided at the employees' expense.

6. Medical Benefits

a) Effective January 1, 2018, the Board shall contribute the following percentages towards the named plans:

- 1) PPO Legacy Plan = 75%
- 2) PPO Wellness = 82%
- 3) HMO Illinois = 82%
- 4) HMO Blue Advantage = 84%
- 5) BC/BS HDHC = 80% \*

\* For current members the Board shall contribute a specified amount toward an individual Health Savings Account for the first two (2) years of the program, Plan Year 2018 and Plan Year 2019, for faculty members selecting the HDHC/HSA Plan. During the term of the contract, the College shall contribute a specified amount toward an individual Health Savings Account for a maximum of two (2) consecutive years for newly hired faculty members' selecting the HDHC/HSA Plan, provided those two (2) consecutive years fall between Plan Year 2018 and Plan Year 2021.

Effective for the 2018 plan year, should the annual premium increase by fifteen percent (15%) or more for either the HMO or the PPO over the previous year's premium for either the HMO or the PPO respectively, the Insurance Committee shall recommend plan design changes to reduce the premium increase to fifteen percent (15%) or less for the plan that the premium is fifteen percent (15%) or more.

The Insurance Committee shall forward the recommendation to reduce the premium increase to fifteen percent (15%) or less to the Faculty Senate for approval and submission to the Board of Trustees for approval. If the Faculty Senate rejects the recommendation it shall be returned to the Insurance Committee for reworking and re-submission, within three (3) weeks, to the Faculty Senate for approval. If the Faculty Senate rejects the recommendation for the second time, or if the Insurance Committee or Faculty Senate fail to submit the recommendation within the time frame set forth herein, the Board of Trustees will choose the lowest amount of change(s) necessary to reduce the premium increase to fifteen percent (15%) or less. The recommendation shall be sent to the Board of Trustees at least ten (10) calendar days prior to the October Board of Trustees meeting.

b) The nature of the benefits shall be governed by the terms of the applicable group policy and the rules and regulations of the carrier. If faculty members elect any dependent coverage, all premiums due thereafter not covered by the Board shall be deducted from the appropriate paycheck of the faculty member.

The health/major medical insurance shall be no less comprehensive than that which prevailed during the 2018 plan year provided such coverage may be altered in accordance with this Section (C). The health/major medical insurance shall be no less comprehensive than that which prevailed during the 2018 plan year provided such coverage may be altered in accordance with this Section (C). Beginning August 1, 2015, no new employees will be accepted into the PPO (Legacy) Insurance Plan. All other insurance plans will remain open to all employees. Members who are already enrolled in the PPO (Legacy) plan may continue in this plan. If, however, at any time the total number of faculty members falls below thirty (30) plan enrollees, the plan shall be sunset at the end of the current insurance plan year (December 31).

During the term of this agreement there shall be no changes to the health insurance plan, except as provided in accordance with this Section (C), without the agreement of the Faculty Senate.

- c) During the term of this Agreement, the parties shall evaluate the existing health/major medical/dental insurance programs. Such evaluation shall be conducted by a committee composed of an equal number of faculty members to be appointed by the President of the Senate and other persons to be appointed by the College President not to exceed six (6) in total number. Other recognized or established employee groups at the College may each appoint an individual nonvoting member of the committee as a representative of such other employee group. The committee shall have the authority to recommend alteration of any applicable provision of this Section (C), including changing insurance providers, and as such to be effective from and after such date established by the committee through the expiration date of this Agreement, provided at least four (4) voting members of the committee affirmatively approve such change with a "yes" vote and provided that the Senate and the Board of Trustees approve any alteration of the program.
- d) A summary of the medical care highlights and premiums can be referenced through the Harper Intranet under Human Resources (HR).
- e) As used in this Section (C), the term 'fiscal or plan year' shall mean the twelve (12) calendar months commencing January 1.
- f) The Board shall make available to faculty members an IRS Section 125 salary reduction program for insurance premiums, and eligible non-reimbursed medical and dependent care expenses. The maximum reimbursement for non-reimbursed medical expenses shall be two thousand five hundred dollars (\$2,500) and the maximum reimbursement for non-reimbursed dependent care shall be five thousand dollars (\$5,000). Individuals participating in a healthcare plan with a Health Savings Account (HSA) are legally ineligible to also participate in an IRS Section 125 salary reduction plan.

D. **Secretarial Service**

Insofar as practical and the budget permits, the services of student aides shall be made available to faculty members. Where feasible the regular secretarial staff may assist faculty members in the preparation of instructional materials.

E. **Tax-Sheltered Annuity**

Voluntary employee salary reductions for Internal Revenue Code Section 403(b) tax-sheltered annuities and 457(b) deferred compensation shall be available to all employees covered by this Agreement.

F. **Board Payment to Retirement System (SURS)**

From the Compensation Schedule, the Board shall deduct for each faculty member a sum equal to the amount due such faculty member pursuant to the Compensation Schedules to the State of Illinois State Universities Retirement System, to be applied for the retirement account of such faculty member.

G. **Tuition Waiver**

Retired faculty as used herein shall include those retired under SURS or the Harper plan as described in Article IX.

Each full-time faculty member, spouse, and child twenty-four (24) years of age and under shall have the right to enroll in credit courses offered by the College without tuition charge.

The amount of continuing education tuition waived per class shall be one hundred percent (100%) for the faculty member. A dependent child participation in any summer continuing education INZONE program shall be eligible for an eighty percent (80%) tuition waiver.

The participation of such faculty member, spouse, or child in any course shall not permit such course to be conducted if it would otherwise be terminated for lack of sufficient enrollment.

This section will also apply to the spouse and to children twenty-four (24) years of age or under of a faculty member deceased or permanently disabled prior to early retirement or full retirement.

## **ARTICLE IX. EARLY RETIREMENT**

Faculty members who are fifty-five (55) or more years of age on the date of retirement and who have been employed by the College as a faculty member for the preceding ten (10) years on a full-time basis may be eligible for an early retirement benefit. During the first two (2) to five (5) years of post-retirement as indicated in the chart below, the Board shall provide the early retiree with reimbursement for out-of-pocket health care costs. The Board shall continue to pay the premium for the early retiree's life and accidental death and dismemberment insurance coverage during the period of early retirement.

The retiree and dependent(s) shall change medical and dental insurance coverage to another comprehensive health plan such as the plans offered to community college retirees through the College Insurance Program offered by Central Management Services. The Board shall reimburse the retiree for un-reimbursed premium, deductible and co-payment medical expenses up to the premium dollar limits available to active faculty members under this agreement for the remainder of the early retirement period and commensurate with the plan the employee had at the time of retirement.

The early retirement period is defined as follows:

Age at Retirement	
55-60	5 years
61	4 years
62	3 years
63	2 years
64	2 years
65+	2 years

Beginning in the 2019-20 academic year, should the Medicare qualifying age increase, the years of post-retirement benefit will be increased accordingly making this plan a bridge to Medicare for those who are sixty (60) years or older on the date of retirement.

The Board's intent is to continue this pattern in subsequent years resulting in an early retirement incentive for faculty by providing a bridge to Medicare for those who are sixty (60) years or older on the date of retirement.

### **A. Return To Work**

1. A retired faculty member may apply to the appropriate Dean to continue their professional teaching affiliation with the College. The decision to approve this request is made by the Dean after consultation with the appropriate department chair/coordinator. Subject to course availability, retired faculty shall have priority of assignment after all full-time faculty have obtained their normal load and any overload, but before any adjunct assignments are made. The Dean, after consultation with the appropriate department chair/coordinator, reserves the right to determine modality of delivery and the number of contact or clock hours assigned to the retired faculty member.
2. A retired faculty member shall receive the same rate of pay as adjunct faculty. They may be offered assignments to teach twenty-three (23) credit hours per year, the same as adjunct faculty members. Retired faculty employed as adjunct faculty shall be eligible for and enjoy any benefits associated with adjunct faculty

employment during the longevity of their adjunct teaching appointment. Retired members are not eligible to participate in the State Universities Retirement System (SURS).

## **ARTICLE X. PRECEDENCE OF AGREEMENT**

- A. If there is any conflict between the written terms of this Agreement and the terms of an individual contract of employment, the written terms of this Agreement shall be controlling.
- B. If there is any conflict between the written terms of this Agreement and written Board policies or written Board rules and regulations which may from time to time be in effect, the written terms of this Agreement shall be controlling.
- C. If any provision or amendment of this Agreement is or shall at any time be contrary to or unauthorized by law, then such provision shall not be applicable, except to the extent permitted by law. In such cases all other provisions of this Agreement shall remain in effect.
- D. The terms and conditions set forth in this Agreement represent the full and complete understanding and commitments between the parties thereto. The terms and conditions may be altered, changed, added to, deleted from, or modified only through voluntary, mutual consent of the parties in a written amendment executed according to the provision of this Agreement.



## **ARTICLE XI. EFFECTIVE DATE AND DURATION**

- A. Before January 15, 2027, either party may request to reopen the agreement if one of the following events occurs or is scheduled to occur during the remainder of the agreement:
1. If legislative action imposes a “property tax freeze.”
  2. If legislative action imposes a “pension contribution cost-shift” to either the employee or the College.
  3. If legislative action imposes a significant change in health care cost and/or required changes in plan design.
  4. If the annual December Consumer Price Index for All Urban Consumers (CPI-U) exceeds five percent (5.0%).

Either party shall be entitled to mid-term bargain Article VII. (Salary and Rates of Pay) or Article VIII-C. (Group Insurance) of this Agreement for the remainder of the agreement. If either party requests that the agreement be reopened and settlement agreement is not reached prior to August 1, 2027, the agreement will terminate and new negotiations will begin.

Property tax “freeze” legislation includes any statutory amendment or revision to the current Property Tax Extension Limitation law (“PTELL”) which reduces the Board’s tax levy/extension authority under the current tax “cap” (PTELL) limitations.

Pension “cost shift” legislation includes any statutory amendment or revision to the Illinois Pension Code which imposes additional annual SURS pension contributions or costs on the College or employee.

Significant change in health care cost or required change in plan design includes current changes required by the Affordable Health Act (ACA) or all other health care reform amendments supplementing or supplanting the current ACA provisions.

When mid-term bargaining based upon either of the legislative enactments identified above is deemed necessary, the Board and the Union will initiate bargaining prior to March 1, 2027. The mid-term bargaining shall be limited to items addressed in Article VII (Salary And Rates Of Pay) unless the parties mutually agree to extend the scope of mid-term bargaining to other contract issues. Any mid-term agreement(s) reached by the negotiation teams shall be subject to ratification and approval by the Union and Board. In the unlikely event that the negotiation teams are unable to reach an agreement after mediation and impasse, the Board and the Association each reserve their procedural and substantive rights under the Illinois Educational Labor Relations Act to reach a settlement.

- B. This Agreement shall be effective on August 15, 2024 subject to ratification by the Faculty Senate and approval by the Board of Trustees on May 15, 2024.

This Agreement shall continue in full force and effect through midnight on the day prior to faculty reporting for the 2024/2029 academic year.

Agreed to, signed and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024

**BOARD OF TRUSTEES**

**FACULTY SENATE**

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William Kelly  
CHAIR

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Dr. Avis Proctor  
PRESIDENT

---

Dr. Nancy Robb  
SECRETARY

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David T. Richmond  
FCULTY SENATE PRESIDENT

## **Dual Appointment Memorandum of Understanding**

This Memorandum of Understanding amends the following sections of the 2006-2012 Agreement between the Board of Trustees and the Harper Faculty Senate:

Article III. Section E. "Definition and Determination of Seniority" (page 9)

Article III. Section G. "Class and Assignment Selection" (page 9)

Article III. Section I. "Workload" (page 9-13)

Article III. Section N. "Layoff Procedure (Reduction in Force) Subsection 3. (pages 19-21) (replaces Subsection 3.b in its entirety)

Article VIII. Section A. "Professional Expense Benefits" Subsection 1.b (pages 52-53)

Faculty members are hired into a particular department or program. This is their Primary Appointment.

- 1) A tenured faculty member who has attained the appropriate credentials, as defined in the Faculty Credentials Document, to teach a full load in another department or program may apply for a Secondary Appointment. A committee consisting of the Chief Academic Officer, the appropriate Dean, and the chair/coordinator of the department shall verify the necessary credentials are in the faculty member's personnel file. Upon verification of credentials, the faculty member shall receive a Secondary Appointment.
- 2) A faculty member with a Secondary Appointment shall be placed on a department's Second Seniority List by order of the semester the Secondary Appointment was granted. In case two (2) or more faculty members received a Secondary Appointment the same semester, the date of original hire shall determine the order on the Secondary Seniority List.
- 3) The Secondary Seniority List shall be used for class selection in one's secondary appointment. After consultation with the primary Dean, a faculty member may teach up to a maximum of four (4) contact hours per academic year in their secondary appointment as part of base workload even if a full load is available in their primary appointment. After all full-time faculty in the department have selected their classes for the semester, including overload classes, faculty members on the Secondary Seniority list will choose their courses for load and/or overload. After consulting with the primary Dean, the faculty member shall notify the department chair/coordinator of the intention to teach in a secondary appointment prior to the selection of courses.
- 4) If a faculty member with a Secondary Appointment is laid off (R.I.F.), they shall be reassigned to their Secondary Appointment as their Primary Appointment, assuming that a full teaching load is available. A faculty member who is reassigned shall be appointed to the new Primary Seniority List above all non-tenured faculty members in the department, but below all tenured faculty members in the department, regardless of the date of hire.
- 5) Faculty members should consider it a professional obligation to remain current in both the primary and the secondary disciplines. Professional expense money can be used to attain and/or maintain credentials in a secondary area.

## **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding is entered into this \_\_\_\_\_. day of \_\_, 2017, between the Board of Trustees of William Rainey Harper College ("Board" or "College") and the William Rainey Harper College Faculty Senate, a Chapter of the Cook County College Teachers' Union, Local 1600, AFT, AFL-CIO ("Faculty Senate") as a result of mid-term discussions regarding implementation of a Harper Academy for Research & Teaching Excellence (HARTE) Fellowship Program ("Program").

As a result of mid-term discussions between the Board and the Faculty Senate, the parties agree as follows:

### **A. HARTE Fellowship Participants' Obligations**

HARTE Fellowship participants will be required to support one or more of the College's strategic goals by actively participating on a goal or strategy team. Further, HARTE Fellowship participants agree to continue employment at the College for a minimum of two consecutive years following successful completion of their Ed.D. degree, unless employment is terminated by mutual agreement of the parties prior to the end of the two (2) year period. If a HARTE Fellowship recipient does not successfully complete their doctoral degree under the terms of the HARTE Program, or does not fulfill their obligations under the HARTE Fellowship Program, then that person will be required to reimburse the College a pro rata amount for the graduate education courses in which they were enrolled as part of the Program, as set forth in the HARTE Fellowship Application and Participation Agreement.

## **SIDE LETTER TO THE 2002/2006 FACULTY AGREEMENT**

### **Back to Work Agreement Between Harper College Faculty Senate and the Board of Trustees of Harper College**

#### **1. No Reprisals:**

It shall be a term and condition of this Agreement that there will be no reprisals by the Faculty Senate or the Board against the Board or the Faculty Senate, its members, students, clerks, or any other person as a result of participation or non- participation by any of the above in the 2002 strike by the Senate or other activities in connection therewith. It shall be provided, however, that denial of sick leave or personal leave of faculty during the strike is not to be considered reprisal. The Faculty Senate will dismiss with prejudice any and all legal proceedings which it has filed in connection with the strike including Charge No. 2003-CA-0024-C and agrees not to institute any further claims or other litigation in connection therewith. The Board likewise agrees not to process any claims, grievance, or other litigation in its behalf based on the strike or any strike-connected action taken by the Senate or the faculty, except as otherwise noted herein.

No reference to the involvement of any faculty member in the strike or activity related to the strike shall be transmitted to others in any verbal, written, print, electronic or recorded formats, especially letters of reference, except as required by law or court order.

## **APPENDIX A**

### Copyright Rules and Procedures for Harper College Employees

#### **PURPOSE**

This procedure is established to provide the College and College employees with general guidelines to follow regarding issues of Copyright and Intellectual Property. Any questions regarding this procedure should be directed to the appropriate designated union representative and to the Provost or Provost's designee.

#### **OWNERSHIP**

A member of Harper College who creates Intellectual Property on their own time without the use of substantial College resources or College financial support retains full ownership and revenue rights with respect to such work(s).

The College shall not attempt to claim ownership of a work unless the work falls within the scope of employment or is commissioned by the College. (For additional, see the definition of Works Made for Hire below). The College reserves the right to register a copyright in such work as a joint author of such works under U.S. Copyright Laws.

The College does not attempt to claim ownership of works that may be considered as falling within the scope of employment but have traditionally been recognized as belonging to originating faculty. These include theses or dissertations; books, articles, or similar works; and course materials such as but not restrict to syllabi, lecture notes, assignments, problem sets, and exams. However, please note that the College claims ownership of course outlines and other works that employees have produced as members of college committees.

The College shall not attempt to claim ownership of Intellectual Property created on an employee's own time unless substantial College resources and/or College financial support is used in the creation, development, or production of the work. Any work created with substantial use of the resources of the Academy for Teaching Excellence, for example, requires an Agreement prior to project initiation granting the College a limited license to reproduce, adapt, publish, performance, and display the work.

Any work created at the employee's will and initiative on their own time, but with substantial College financial support (e.g., paid sabbatical, special project grant, fellowship, etc.) also requires an Agreement prior to project commencement granting the College a limited license to reproduce, adapt, publish, performance, and display the work.

Any disputes between the member and the College shall be resolved pursuant to the grievance procedures contained in the contract governing each member's employment at the College. In this process, the parties may call upon the services of an expert in copyright and intellectual property law and practice.

For works completed prior to the enactment of this policy, ownership will be assigned according to the Board-approved Copyrights and Patents Manual of January 25, 1990. If applicable, equity will be distributed as described in that document.

## **JOINT OWNERSHIP**

It is strongly recommended that members of Harper College working jointly on an Intellectual Property project enter into an Agreement with the other persons on the issues of ownership and related rights. This would include entering into an Agreement when the creator plans to make extensive use of College services such as those provided by the Academy of Teaching Excellence. A member of Harper who intends to create a work of joint authorship with an individual not employed by Harper College or an unaffiliated entity shall notify the College of their intention if such work will require the substantial use of College resources or financial support. Such arrangements will generally require an Agreement between all parties involved.

## **RESPONSIBILITIES OF OWNERSHIP**

The copyright owner is responsible for protecting the work against infringement and may decide to register the copyright with the Library of Congress at [www.copyright.gov](http://www.copyright.gov) as part of such protection. The copyright owner is also responsible for obtaining appropriate written releases for any materials used in the production of the work and shall hold the College harmless from any third-party infringement claims resulting from the infringement of any third party's intellectual property rights solely on the basis of the copyright owner's substantial use of College resources or financial support, except for those intended to be works made for hire. The copyright owner shall immediately notify the College of any claims of infringement of a work made with the substantial use of College resources or financial support.

## **SHARING**

Harper does not view becoming a publisher or distributor of created materials for profit as part of its mission. Employees looking for such services should not expect Harper to be a provider. If the College wants to share or distribute intellectual property owned solely or partially by employees, there must be an Agreement specifying the details of the arrangement. If a copyright is owned partially by an employee, College and a non-employee as joint authors, an Agreement specifying the details of the arrangement with all parties involved will be required.

Property rights may be shared by the College with other entities, as defined by the Agreement. Requests to utilize property rights of which the creator is partial owner or non-owner will be handled through a licensing agreement. Licensing agreements with other educational institutions or nonprofits may be at no cost.

At a minimum, the licensing agreement will include the following:

- a provision on the issue of ownership of the work;
- a provision on attribution of the work;
- a license provision specifying uses that may be made out of said work, including if and how it can be maintained, updated, or serve as the basis for derivative works;
- a Harper point of contact;
- a disclaimer on copyright clearances "shared as is";
- any limitations on the scope of the license; and
- a perpetual, no-cost, worldwide, nonexclusive license for the College to use, reproduce, adapt, publish, perform, display, maintain, update, and prepare derivative works from the licensed works for use in the teaching and learning activities of the College.

By mutual agreement, the College and the faculty may waive any of the requirements listed above if such requirements are inconsistent with or inapplicable to the nature of a work or the intended licensed use.

## **REVENUE DISTRIBUTION**

Net income resulting from the sale or licensing of works developed with substantial College resources and/or College financial support and to which thus the College claims full or partial ownership shall be divided among the creators of said property and the College as joint authors. Such allocation shall be specified in the Agreement referred to above, reflecting the nature, degree, and source of support for the project, and the importance of amply rewarding creativity.

The Agreement will dictate the division and allocation of revenues arising from the Intellectual Property developed, based on the nature of the project, resources to be used, the parties involved, and funding advanced, if any.

## **ADDITIONAL CIRCUMSTANCES NEEDING AN AGREEMENT**

Ownership, revenue, and use rights in works created by a member of Harper College as part of a project funded by an external entity, such as a state or federal grant, or a grant from a private foundation or agency, shall be expressly defined in the grant documents. If the grant documents do not include such provisions, the College and the member will enter into an Agreement, prior to the commencement of the project, defining such rights. Please note that an awarding agency may retain royalty-free, nonexclusive and irrevocable rights to use of any works developed under state or federal grant awards

Further, the licensing of copyrights or other intellectual property by a member of Harper College in connection with the creation of a work using federal grant funds, especially where any amounts paid for the use of such copyrighted work are arrived at as a result of less-than-arm's-length bargaining.

Rights in works created by a member of Harper College (normally, full-time employees) as part of a project funded by the College (e.g., sabbatical leave, special project grant, or released-time assignment) will be defined by an Agreement between the member and the College prior to the commencement of the project.

Rights in works created by a member of Harper College (normally, adjuncts) that are commissioned by the College or produced with substantial College resources or with College financial support (e.g., in the form of overloads or stipends) may be shared by the College with the member as defined by an Agreement between the member and the College.

In each case, the Agreement will include at a minimum the following:

- a provision on the issues of ownership and use of the work and
- a provision on the issue of revenues arising from the work.



## DEFINITIONS

**Commissioned Work:** Specially ordered work.

**Exclusive License:** When the copyrighted work in question is not governed by any other licensing agreements. Under the 1976 Copyright Act, an exclusive license is considered an assignment of copyright ownership and is not valid unless it is in writing and signed by the copyright owner.

**Intellectual Property:** Includes physical manifestation of intellectual effort including inventions, discoveries, know-how, show-how, processes, unique materials, original data, and other creative or artistic works that have value. Also includes works of authorship, inventions, and discoveries that may be subject to protection by patents, copyrights, trademarks, service marks, and trade secrets. Includes, without limitation, books, texts, articles, monographs, glossaries, bibliographies, study guides, laboratory manuals, syllabi, tests and work papers, lectures, musical compositions, dramatic compositions, unpublished scripts, films, filmstrips, charts, transparencies or other visual aids, video and audio tapes and cassettes, computer programs, live video and audio broadcasts, computerized and computer-assisted instructional materials, Internet course content, programmed instructional materials, multimedia instructional materials, processes and methodologies, drawings, paintings, sculptures, photographs, and other works of art.

**License:** Permission granted by the owner of a copyright to a licensee to do something that, without the license, would not be allowable, such as reproducing, adapting, publishing, performing, or displaying the work without the copyright owner's permission or as otherwise allowed by law.

**Nonexclusive License:** When a license allows another person to use the copyrighted work in a manner specified by the copyright owner, but does not assign any exclusive rights. Nonexclusive licenses are not considered an assignment of ownership and need not be in writing.

**Resources Usually and Customarily Provided:** Includes such support as office space, library facilities, ordinary access to computers and networks, or salary. In general, it does not include use of employees as support staff to develop the work, or substantial use of specialized or unique facilities and equipment, or other special subventions provided by the College. The understanding of what resources are usually and customarily provided (especially the resources referred to by the phrase "ordinary access to computers and networks") changes over time.

**Result of College Financial Support:** Includes work done on sabbatical, special projects, or reassigned time.

**Scope of Employment:** Work that an employee is hired to perform, occurring substantially within authorized time and space limits and actuated, at least in part, by a purpose to serve the College. Whether a work is considered within the scope of an employee's employment shall be determined in accordance with prevailing interpretations of copyright law with respect to factors

such as the extent of control over the work by the College, the extent of control over the employee by the College and the relationship between the work and normal conduct of the College.

**Substantial College Resources:** Resources beyond what is usually and customarily provided to members of Harper College. “Substantial” refers to an excess of the usual support generally available to similarly situated employees. Substantial use should be defined project by project, in one’s individual Agreement. Examples: Customary secretarial support, library facilities, office space, personal computers, access to computers and networks, and academic year salary are not considered substantial resources

**Works Made for Hire:** As defined in §101 of the 1976 Copyright Act, "(1) a work prepared by an employee within the scope of their employment; or (2) a work specially ordered or commissioned for use as a contribution to a collective work, as a part of a motion picture or other audiovisual work, as a translation, as a supplementary work, as a compilation, as an instructional text, as a test, as answer material for a test, or as an atlas, if the parties expressly agree in a written instrument signed by them that the work shall be considered a work made for hire.

For the purpose of the foregoing sentence, a 'supplementary work' is a work prepared for publication as a secondary adjunct to a work by another author for the purpose of introducing, concluding, illustrating, explaining, revising, commenting upon, or assisting in the use of the other work, such as forewords, afterwords, pictorial illustrations, maps, charts, tables, editorial notes, musical arrangements, answer material for tests, bibliographies, appendixes, and indexes, and an 'instructional text' is a literary, pictorial, or graphic work prepared for publication and with the purpose of use in systematic instructional activities."

#### *Teacher Exception to Works Made for Hire doctrine*

From [AAUP](#): The “teacher exception” to the WMFH doctrine provides that college professors retain ownership of their course materials and scholarly works.

- The teacher exception has been recognized since 1929.
- Courts have cited the following reasons for the exception:
  - Without the exception, scholarship in the university context would suffer due to a lack of academic freedom because universities could use copyright ownership to suppress scholarship they find objectionable.
  - Per academic tradition, there is a widespread assumption that professors own the scholarly works they create.
  - Disturbance of that academic tradition would disrupt long settled practices, that are at the heart of the relationship between universities and professors.

Hays v. Sony Corporation of America, Opinion by Judge Posner

- “Although college and university teachers do academic writing as a part of their employment responsibilities and use their employer's paper, copier, secretarial staff, and (often) computer facilities in that writing, *the universal assumption and practice was that (in the absence of an explicit agreement as to who had the right to copyright) the right to copyright such writing belonged to the teacher rather than to the college or university. . . .* The reasons for a presumption against finding academic writings to be work made for hire are as forceful today as they ever were. . . . *there is no discussion of the issue in the legislative history, and no political or other reasons come to mind as to why Congress might have wanted to abolish the exception. . . .*

But considering the havoc that such a conclusion would wreak in the settled practices of academic institutions, the lack of fit between the policy of the work-for-hire doctrine and the conditions of academic production, and the absence of any indication that Congress meant to abolish the teacher exception, we might, if forced to decide the issue, conclude that the exception had survived the enactment of the 1976 Act.” *Hays v. Sony Corp. of Am.*, 847 F.2d 412, 416–17 (7th Cir. 1988) (emphasis added).