

2005-2006

AGREEMENT

BETWEEN

BOARD OF TRUSTEES
OF COMMUNITY COLLEGE DISTRICT 512,
COUNTY OF COOK AND STATE OF ILLINOIS

AND

HARPER COLLEGE ADJUNCT FACULTY
ASSOCIATION, IEA-NEA

August 2005

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INTRODUCTION

This Agreement is entered into by and between the Board of Trustees of Community College District No. 512, Counties of Cook, Lake, Kane and McHenry and the State of Illinois, hereinafter referred to as the "Board," or the "College" and the Harper College Adjunct Faculty Association, IEA-NEA, hereinafter referred to as the "Association," as the exclusive collective bargaining representative for the employees in the bargaining unit as defined herein.

ARTICLE I

1.1 Recognition

The College recognizes the Association as the exclusive bargaining representative for a unit of part-time instructional employees as follows:

All adjunct faculty currently employed at William Rainey Harper College who provide a minimum of three (3) credit hours of instruction per academic semester for at least four (4) consecutive academic semesters excluding the summer term. Bargaining unit eligibility shall commence at the beginning of the fourth consecutive academic semester in which the adjunct faculty member provides at least three (3) credit hours of instruction.

Excluded from the unit are all adjunct faculty members who do not meet the bargaining unit eligibility criteria set forth above; all administrators, full-time faculty, professional-technical employees, classified employees, custodial-maintenance and roads and grounds employees, public safety employees, retired administrators and retired faculty; and excluding any short-term employees, supervisory employees, confidential employees, managerial employees, students, and any other employees excluded under Section 2 of the Illinois Educational Labor Relations Act.

As used herein, the term "adjunct faculty" shall refer to those part-time instructional employees included in the bargaining unit described above.

1.2 Maintenance of Inclusion

An adjunct faculty member who qualifies for initial bargaining unit inclusion but who subsequently fails to meet the eligibility criteria set forth in Article 1.1 shall remain a member of the bargaining unit for two consecutive semesters, excluding the summer term, in which the member provides no instructional services. Failure to satisfy the eligibility criteria in Article 1.1 for the next consecutive academic semester, excluding the summer term, will result in removal from the bargaining unit.

1.3 Re-Eligibility

An adjunct faculty member who is removed from the bargaining unit because he/she does not meet the eligibility criteria set forth in Article 1.1 or Article 1.2 will re-qualify for eligibility in the unit only after satisfying the eligibility criteria set forth in Article 1.1.

1.4 Annual Unit Listing

The College will annually provide the Association, on or before May 1st, with a listing of adjunct faculty members who meet the eligibility criteria set forth in this Article, a listing of adjunct faculty members who have completed three consecutive semesters and who may become eligible for membership in the Fall semester if they meet the eligibility criteria set forth in this Article and a listing of adjunct faculty members who have completed two consecutive semesters who may become eligible for membership in the subsequent Spring semester if they meet the eligibility criteria set forth in this Article.

ARTICLE II

2.1 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.

Academic freedom is essential to the free search for truth and its free exposition and applies to both teaching and research. Academic freedom in its teaching aspect is fundamental for the protection of the rights of the teacher in teaching and of the student to freedom in learning. It carries with it duties correlative with rights as adopted by the AAUP Statement of Principles on Academic Freedom.

Faculty Academic Freedom:

Teachers are entitled to freedom in the classroom in discussing their subject, but they should be careful not to introduce into their teaching controversial matter that has no relation to their subject.

Teachers are citizens, members of a learned profession and officers of an educational institution. When they write or speak as citizens, they should be free from institutional censorship or discipline, but their special position in the community imposes special obligations. As scholars and educational officers, they should remember that the public may judge their profession and their institution by their utterances. Hence they should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and they should make every effort to indicate that they are not speaking for the institution.

2.2 Non-Discrimination

The College agrees there shall be no discrimination against any adjunct faculty member because of Association membership. The parties likewise acknowledge the right of any adjunct faculty member not to become a member of the Association.

2.3 Intellectual Property and Copyrights

Intellectual property and copyright issues will be governed by the guidelines provided in the Board of Trustees approved college manual on Intellectual Property (Copyrights and Patents).

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

An adjunct faculty member shall retain ownership rights of classroom materials developed and produced without the use of any College resources.

An adjunct faculty member has the right to consult with the Association or counsel of his/her choosing.

2.4 Board Rights

The Board, on behalf of the electors of Community College District 512, retains and reserves the ultimate responsibilities for the proper management of the College district conferred upon and vested in it by the Statutes and Constitution of the State of Illinois and the United States.

The Board of Trustees of the College reserves “the four essential freedoms” of a college or university: to determine for itself on academic grounds who may teach, what may be taught, how it shall be taught (includes time and location), and who may be admitted to study. Implicit within these freedoms is the Board’s right to hire,

determine curriculum, determine degree requirements, and establish academic and grading policy.

The Board shall not be required to bargain over matters of inherent managerial policy, which shall include such areas of discretion or policy as the functions of William Rainey Harper Community College, standards of services, its overall budget, the organizational structure, selection of new adjunct faculty members, and the direction of faculty members. The authority and powers of the Board as prescribed by the statutes and constitutions of the State of Illinois and the United States shall continue unaffected except as limited by the written provisions of this Agreement or revisions to the relevant statutes, whether or not such authority and powers were exercised by the College prior to the execution of this Agreement.

ARTICLE III

3.1 Meeting Space for the Association

The Association may utilize College meeting room facilities, except those already set up for an anticipated use, to meet with employees covered under this Agreement during non-working hours, provided the Association shall promptly reimburse the College the facilities usage charge as prescribed in the College Facilities Usage Manual and for any additional expense or any damage occasioned by such use. Such use shall not interfere with any activity or function of the College. The Association shall advise the College designee of the day and time that these meetings will take place.

The Association and its representatives shall not use College supplies or materials in connection with the planning or holding of such meetings.

3.2 Association Bulletin Board

The Association shall be provided with bulletin board space for the posting of notices and materials relating to official Association activities. Such materials shall be identified with the name of the Association 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 endorsements of candidates for political office (other than offices of the Association).

3.3 Association Use of Intra-Department Mail System

The College shall permit the Association to distribute official Association materials to adjunct faculty members through the College mail service subject to College regulations. This authorization shall terminate 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.

3.4 Membership Dues Deduction

The College shall deduct Association membership dues from the wages of each adjunct faculty member covered by this Agreement in amounts as determined by the Association for the Fall and Spring semester, provided the amount to be deducted shall be uniform for each Association member. The deduction must be authorized in writing by the adjunct faculty member and received by the designated College office.

The Association shall provide the College a listing of adjunct faculty authorizing such deduction by October 15th for the Fall semester and by February 15th for the Spring semester. Such deduction shall be made in a single deduction in the first pay period of November for the Fall semester and in a single deduction in the first pay period of March for the Spring semester. Such deduction shall be forwarded to the Association within fifteen (15) working days of the date for which the deductions are made.

An employee's authorization shall be deemed revoked upon written authorization from the member, when the member does not meet the bargaining unit eligibility criteria as set forth in Article 1.1 or Article 1.2, or upon termination of employment.

When the College makes such deductions and remits such membership dues, the Association 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 under this Article.

3.5 Association/College Meeting

Each semester the College President or designee or the Association's President may request to meet at the College at a mutually convenient time with a mutually agreed upon agenda for the purpose of sharing available information and addressing issues of mutual concern.

3.6 Notice of Board Meetings

A copy of the Board agenda, non-confidential exhibits and minutes shall be made available to the Association President or designee at the same time as it is made available to administrators.

3.7 Date of Hire

The date of hire of an adjunct faculty member shall be identified as the first instructional day on which an adjunct faculty member began providing three (3) or more credit hours of instruction for the College and the adjunct faculty member has remained in the bargaining unit.

An adjunct faculty member employed at William Rainey Harper College as of the conclusion of the Spring 2005 semester and who has provided a minimum of three (3) credit hours of instruction per academic semester for the last four (4) consecutive academic semesters, excluding the summer term, shall be considered to have provided three (3) or more credit hours of instruction on a continuous and uninterrupted basis to the College since the date of initial employment as an adjunct faculty member through the conclusion of the Spring 2005 semester.

ARTICLE IV

4.1 Adjunct Faculty Handbook

The Adjunct Faculty Handbook, previously referred to as the Guidebook for Adjunct Faculty, is a non-contractual reference document for adjunct faculty. The Handbook and its provisions are not grievable under Article VI of this Agreement, provided, that the terms of this Collective Bargaining Agreement supersede any contrary or inconsistent provisions in the Handbook.

4.2 Office Space, Telephones, and Keys

The College shall provide, based upon availability, shared office space for adjunct faculty members in division common areas. Such office space will be equipped with a telephone and computer, as available. Office and classroom keys may be issued to adjunct faculty as determined by the Dean.

4.3 Copying

Each adjunct faculty member shall have access to departmental copying, transparency, and Scantron equipment in accordance with College and division rules and regulations.

4.4 Secretarial Services

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

4.5 Personal Paid Leave

Each adjunct faculty member shall be allowed two (2) non-cumulative work days absence each semester without loss of pay for personal sick leave or to attend to other personal leave. Notification of such absence must be provided to the appropriate Dean at least two (2) hours prior to the first class meeting for that day. Failure to notify according to this procedure, except in a documented emergency, will result in loss of compensation for that day.

ARTICLE V

5.1 Access to Personnel Files

The official personnel file for each adjunct faculty member shall be maintained in the Human Resources Office. An adjunct faculty member shall have the right to examine his/her personnel file in the Human Resources Office in accordance with College policy and the Illinois Personnel Records Review Act. Such request shall be made in writing and 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 which had been officially placed in the personnel file shall be permanently removed from the file without the mutual consent of the College President or designee and the adjunct faculty member. An adjunct faculty member may reproduce material from his/her files at the cost established by College policy.

No material from an adjunct faculty member's personnel file shall be made available to personnel or agencies not employed by or affiliated with the College without the adjunct faculty member's consent, except as required by law, court order or records

subpoena or as necessary pursuant to the regular operations of the College. However, this shall not preclude the College from responding as required with regard to verification of employment.

ARTICLE VI

6.1 Grievance Definition

A complaint by (1) an adjunct faculty member; or (2) a group of adjunct faculty members; or (3) the Association, that there has been a violation, misinterpretation or misapplication of any provision of this Agreement.

6.2 Grievance Procedure

Informal Resolution Procedure

The party asserting a grievance shall attempt to resolve the problem through informal communication with the appropriate Dean and Chair/Coordinator. When a cause for complaint occurs, the affected adjunct faculty member shall request a meeting with the Dean in an effort to resolve the complaint. If the affected adjunct faculty member is not satisfied with the result of the meeting, he/she and/or the Association may formalize the complaint in writing as provided for in Level 1 of the formal grievance procedure set forth below. The informal resolution process shall be completed no later than fifteen (15) days after 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.

Formal Grievance Procedure

Level 1. If a complaint is not resolved through the informal resolution procedure, a formal grievance may be submitted in writing by the grievant or the Association to the appropriate Dean no later than fifteen (15) days after 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 formal written grievance shall clearly identify the grievant(s), summarize known relevant facts, identify all provisions of the Agreement allegedly violated, and describe the remedy which is being requested.

The Dean will meet with the grievant and the Association representative(s) to review the grievance no later than ten (10) days after receipt of the grievance. The Dean shall provide a written response to the grievant with a copy to the Association no later than ten (10) days after the meeting. The response shall include the reasons for the decision.

Level 2. If the grievance is not resolved at Level 1, the grievant or the Association may refer the grievance to the appropriate Vice President or designee by filing the grievance in writing no later than ten (10) days after receipt of the response from Level 1 or no later than ten (10) days after the date the Level 1 response was due if no response is filed by the Dean. The Vice President or designee will meet with the grievant and the Association representative(s) to review the grievance no later than ten (10) days after receipt of the Level 2 filing. Each party shall have the right to include in its presentation of facts such witnesses as it deems necessary to develop facts pertinent to the grievance. A written response, including reason(s), shall be provided to the grievant with a copy to the Association no later than ten (10) days after the Level 2 meeting.

If the grievance arises from a decision at the Vice President's level, the grievance may be initiated at Level 2, provided such is filed no later than the time limits prescribed in Level 1.

Level 3. If the grievance is not resolved at Level 2, the grievant or the Association may refer the grievance to the College President or designee by filing the grievance appeal in writing no later than ten (10) days after receipt of the response from Level 2 or no later than ten (10) days after the date the Level 2 response was due if no response is filed by the Vice President or designee. The College President or designee will meet with the grievant and the Association representative(s) to review the grievance no later than ten (10) days after receipt of the Level 3 filing. Each party shall have the right to include in its presentation of facts such witnesses as it deems necessary to develop facts pertinent to the grievance. A written response,

including reason(s), shall be provided to the grievant with a copy to the Association no later than ten (10) days after the Level 3 meeting.

Level 4. If the grievance is not resolved at Level 3, the Association may refer the grievance to binding arbitration by filing the grievance in writing no later than thirty (30) calendar days after receipt of the response from Level 3 or no later than thirty (30) calendar days after the date the Level 3 response was due if no response is filed by the College President or designee.

The Association shall promptly request the American Arbitration Association (AAA) to provide a panel of Arbitrators in accordance with the AAA's voluntary labor arbitration procedures and the AAA shall serve as the administrator of the arbitration proceeding.

The authority of the arbitrator shall be strictly limited to whether there has been a violation, misinterpretation, or misapplication of this Agreement. His/her authority shall be limited to deciding only the issue or issues presented to him/her by the College and the Association, and his/her decision must be based solely upon his/her interpretation of the meaning or application of the express, relevant language of this Agreement. In making his/her recommendation, the arbitrator shall not add to or enlarge upon this Agreement, and any remedy, if appropriate, shall conform to Illinois law.

The arbitrator is empowered to include in his/her award such remedies as shall be within his/her lawful authority. The fees and expenses of the arbitrator and the American Arbitration Association shall be shared equally by the College and the Association. 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.

As used in this Article, "days" shall mean Monday through Friday on days when credit classes are in session, except where otherwise indicated.

The failure of the grievant or the Association to act on any grievance within the prescribed time limits will act as a bar to any further appeal within the grievance procedure. If the designated representative of the College shall neglect to proceed or render a decision within the time limits, the grievance may be advanced to the next level of the grievance procedure. Time limits, may, however, be extended by mutual written agreement.

Grievance meetings shall be scheduled in an effort to allow for the presence of necessary parties, where practical.

6.3 Non-Reprisal

Neither the College nor the Association shall take any reprisals against any adjunct faculty member or other College employee as a consequence of the filing of a grievance or participation or non-participation in the grievance processing under this Article of the Agreement.

ARTICLE VII

7.1 Discipline

The parties recognize the authority of the College to suspend without pay or discharge an adjunct faculty member. The adjunct faculty member shall be apprised of the reason(s) for such suspension or discharge. At the time such notice of disciplinary action is placed in the official personnel file in the Human Resources Office, a copy of such material shall concurrently be provided to the adjunct faculty member. The adjunct faculty member has the option to appeal such suspension or discharge in accordance with the procedures as set forth in Article VI of this Agreement.

At the time a written notice of disciplinary action, other than suspension or discharge, is placed in the official personnel file in the Human Resources Office, a copy of such

material shall concurrently be provided to the adjunct faculty member. The adjunct faculty member shall acknowledge receipt of such notice by signing it for the file but such acknowledgement shall not signify anything other than receipt of the notice. Should the adjunct faculty member refuse to sign the disciplinary notice, the Dean shall write on the disciplinary notice that the adjunct faculty member refused to sign, date it and sign his/her name to the disciplinary notice.

The adjunct faculty member shall have the right to respond to such notice placed in his/her official personnel file by submitting the response in writing within fourteen (14) calendar days of the filing of such disciplinary notice. Such response shall be attached to the file copy.

7.2 Representation at Meeting

An adjunct faculty member shall have the right to request and have Association representation present at an investigation or fact finding meeting which the adjunct faculty member reasonably believes may result in suspension or discharge.

7.3 Pre-Disciplinary Meeting

Except when detrimental to the general welfare of the College, an adjunct faculty member shall have the opportunity, prior to suspension without pay or discharge, to have Association representation present at a conference with his/her Dean and at that time to have an opportunity to review the reason(s) for the suspension or discharge and have an opportunity to comment on and/or rebut such reason(s).

ARTICLE VIII

8.1 Evaluation System

Adjunct faculty members shall be evaluated in accordance with College or division procedures. When a written report of a classroom observation or an evaluation is prepared, a copy of the written report shall concurrently be provided to the adjunct faculty member. The adjunct faculty member shall acknowledge receipt of such copy by signing it for the file but such acknowledgement shall not signify anything other than receipt of the material. Should the adjunct faculty member refuse to sign the written report, the Dean shall write on the written report that the adjunct faculty member refused to sign, date it and sign his/her name to the written report.

A copy of the written report signed by the adjunct faculty member, or signed by the Dean if the adjunct faculty member refuses to sign, shall be maintained in the adjunct faculty member's personnel file in the Human Resources office.

An adjunct faculty member shall have the right to respond to a classroom observation or an evaluation placed in his/her personnel file by submitting such response in writing within fourteen (14) calendar days of the filing of the original material. Such response shall be attached to the file copy.

8.2 Class Assignment

Each adjunct faculty member shall submit a written request to the Dean, on a form provided by the College, by the date established by the College, to identify the days and times the adjunct faculty member is available to teach for the subsequent semester. Every attempt will be made to honor such request subject to the College's staffing needs.

The College acknowledges that a reasonable effort shall be made to assign adjunct faculty members who are fully qualified by virtue of their academic credentials, training, classroom evaluations, recent experience, current discipline related

technology, pedagogical techniques in the classroom and date of hire as defined in Article 3.7. The College will make a reasonable effort to assign an adjunct faculty member covered by this Agreement, who has not been provided at least a three credit hour contingent assignment, with an assignment that will most likely run before providing a contingent assignment to a non-unit adjunct faculty member. The making of such an assignment shall be within the sole discretion of the Dean.

Adjunct faculty shall be notified, when possible, of their contingent work assignment for the next regular semester prior to the end of the current semester.

8.3 Cancellation of Contingent Assignment

The College shall advise an adjunct faculty member if their contingent assignment is canceled as soon as possible. An assignment shall become irrevocable after the first class meeting. In the event that a contingent assignment is canceled, the College shall make a reasonable attempt to assign the adjunct faculty member to another course for which he/she is fully qualified to teach. If the adjunct faculty member is offered a replacement course, the adjunct faculty member shall have twenty-four (24) hours to accept the offer.

An adjunct faculty member who has not received an assignment or whose assignment has been canceled, but who remains in the bargaining unit in accordance with Article 1.2, shall continue to have rights under this Agreement.

8.4 Substitute Teaching

An adjunct faculty member who is interested in a substitute teaching assignment may be assigned to teach as a substitute in a course section for which the adjunct faculty member is qualified to teach. Each semester an adjunct faculty member may submit to the appropriate Dean a written request, on a form provided by the College, which shall indicate their willingness and availability to act as a substitute teacher and a reliable means by which to contact the adjunct faculty member on short notice.

An adjunct faculty member who is selected to substitute teach shall be paid in accordance with Article 9.2

ARTICLE IX – COMPENSATION

9.1 Compensation

2005/06 Rates

	BA/Equiv. or 9 to 53 Credit Hours Taught	MA/Equiv. or 54 to 107 Credit Hours Taught	MA plus 60/ Equiv. or 108 to 161 Credit Hours Taught	Harper Teaching 162 to 215 Credit Hours Taught	Harper Teaching 216 plus Credit Hours Taught
Rate	\$701	\$724	\$746	\$768	\$790

Notes: Lane equivalent as determined by the College.

Rate progression to next higher rate based on additional preparation in field or total credit hours taught at Harper.

Rate changes to be effective with the start of the Fall semester.

The above amount will be paid for each contact hour of instruction 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.

For new hire lane placement purposes an MA/Equiv. is equal to 54 credit hours taught; an MA plus 60/Equiv. is equal to 108 credit hours taught at Harper.

For lane progression purposes an MA/Equiv. is equal to 54 additional credit hours taught; an MA plus 60/Equiv. is equal to 54 additional credit hours taught at Harper.

9.2 Substitute Pay

An adjunct faculty member covered by this Agreement who substitute teaches shall be paid at twenty-five dollars (\$25) per fifty (50) minute class period. No person shall be paid extra for teaching two sections at the same hour, nor shall he/she be required to do so.

9.3 Independent Study

An adjunct faculty member shall be eligible for an independent study assignment at the discretion of the Dean. Reimbursement shall be at the rate of thirty dollars (\$30) per credit hour generated. An adjunct faculty member may not contract to work with more than four (4) students during any fall or spring semester.

9.4 Non-Instructional Meetings or Duties

An adjunct faculty member is welcome to attend departmental and institutional meetings, professional development activities and other committee meetings, as appropriate. When attendance at such meetings is mandated by the Dean, the adjunct faculty member will be reimbursed at the rate of twenty-five dollars (\$25) for each clock hour of attendance, rounded to the nearest half hour.

An adjunct faculty member approved by the Dean to participate in College registration and/or testing program or who performs other non-teaching duties shall be compensated at the rate of twenty-five dollars (\$25) for each clock hour of work, rounded to the nearest half hour.

9.5 Large Lecture Enrollment

An adjunct faculty member assigned to large lecture instruction will be given additional compensation for the planning and preparation of instructional materials and the coordination of discussion and laboratory co-requisite sections. Compensation will be given for the first section of each unique course prefix and number.

Additional compensation will be given on the following basis:

- 1) lecture sections must have a minimum enrollment of sixty-four (64) and a minimum of two (2) discussions or laboratory co-requisite sections, additional compensation shall be two (2) contact hours.
- 2) lecture sections having no co-requisite sections with a minimum enrollment of sixty-four (64) to a maximum enrollment of ninety (90), and a minimum of two (2) contact hours, additional compensation shall be one (1) contact hour.
- 3) lecture sections having no co-requisite sections with a minimum enrollment of ninety-one (91) and a minimum of two (2) contact hours, additional compensation shall be two (2) contact hours.

9.6 Compensation for Cancelled Classes

The College recognizes that a class contingently assigned but then withdrawn from an adjunct faculty member may be a class for which the adjunct faculty member has prepared. Therefore, if within five (5) calendar days or fewer before the first day of the class an adjunct faculty member's contingently assigned class is cancelled or reassigned and if a replacement assignment is not offered to the adjunct faculty member, the College will pay the adjunct faculty member a fifty dollar (\$50) stipend for the withdrawn class.

9.7 Summer Classes

An adjunct faculty member assigned to teach a summer class shall be compensated at the rate of pay received for a class taught during the previous academic semester.

Board (IELRB) or any court of competent jurisdiction, or by any change in any subsequently enacted federal or state legislation which would prohibit or nullify any section, sub-section or portion of this Agreement, such decision or enactment shall apply only to the specific section, sub-section or portion thereof specified by the IELRB or Court decision, or change in law, and the remaining parts or portions of this Agreement shall remain in full force and effect.

10.2 No Strike

During the term of this Agreement and any extension thereof, neither the Association nor any member of the bargaining unit shall engage in, authorize or instigate any strike or other illegal concerted activity (sympathy strike, work stoppage, or withholding of services) directed against the College.

10.3 Entire Agreement

This Agreement constitutes the complete and entire Agreement between the parties. This Agreement supersedes and cancels all prior practices and Agreements, whether written or oral, which conflict with the express terms of this Agreement. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the parties waive the right to negotiate on any issue whether known or unknown and that the understandings and Agreements reached by the parties after the exercise of that right and opportunity are set forth in this Agreement.

The terms and conditions set forth in this Agreement may be altered, changed, added to, deleted from, or modified only through voluntary, mutual consent of the parties in a written amendment to this Agreement.

10.4 Duration of Agreement

This Agreement shall be effective on the date of its execution by both parties or as otherwise specifically indicated in this Agreement and shall remain in full force and effect through 11:59 p.m. on the day prior to adjunct faculty reporting for work for the 2006/2007 academic year.

Agreed to, signed and entered into this 30th day of August, 2005.

BOARD OF TRUSTEES
COMMUNITY COLLEGE
DISTRICT 512
WILLIAM RAINEY HARPER COLLEGE

HARPER COLLEGE ADJUNCT
FACULTY ASSOCIATION,
IEA-NEA

Laurie Stone

Laurie Stone
Chair

Arlene Bublick

Arlene Bublick
HCAFA, President

Richard F. Gillette

Richard Gillette
Secretary