

# **AGREEMENT**

**BETWEEN**

**COLLEGE OF LAKE COUNTY COMMUNITY  
COLLEGE DISTRICT NO. 532  
LAKE COUNTY, ILLINOIS**

**AND THE**

**COLLEGE OF LAKE COUNTY ADJUNCT FACULTY  
ORGANIZATION, LAKE COUNTY FEDERATION OF  
TEACHERS, LOCAL 504, IFT-AFT/AFL-CIO**

**2023-2024**

**2024-2025**

**2025-2026**

**2026-2027**

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## ARTICLE 1: RECOGNITION AND SCOPE

### Introduction

This agreement is by and between the Board of Trustees of the College of Lake County (hereinafter referred to as the "Board") and the College of Lake County Adjunct Faculty Organization, Lake County Federation of Teachers, Local No. 504, IFT-AFT/AFL-CIO (hereinafter referred to as the "Union").

#### 1. A. Recognition

The Board hereby recognizes the Union as the sole negotiating representative for all adjunct faculty of the College of Lake County for all matters hereafter provided. As used herein, "adjunct faculty" shall refer to those persons who enter the bargaining unit after assignment of at least three (3) credit hours of instruction or one hundred twenty (120) clock hours of counseling or providing librarian services for three consecutive semesters excluding Summer session.

As used herein, "adjunct faculty" or "adjunct" shall include part-time teachers, librarians and counselors but shall not include the President, Provost, Vice President of Education, Vice Presidents, Deans, Business Manager, members of the central administrative staff, deans or directors, or similar administrative positions which may be hereafter created, or adjunct faculty members who provide instruction in the College of Lake County's Community & Workforce Partnerships unit.

"Adjunct faculty" does not include faculty who are employed as "professor emeritus" as defined under the Collective Bargaining Agreement between the Board of Trustees and the College of Lake County Federation of Teachers, Local No. 2394, IFT-AFT/AFL-CIO.

Service as a full-time faculty member or as any other non-bargaining unit employee (non-adjunct faculty employee) does not count toward the semesters required to enter into this bargaining unit, or for any other service requirements under this Collective Bargaining Agreement. Dual credit coursework taught by an individual not paid on a College of Lake County Adjunct Employment Contract does not count toward the semesters required to enter into this bargaining unit, or for any other service requirements under this Collective Bargaining Agreement. Courses classified as 1.3 Continuing Education and 1.6 Vocational Education do not count toward the semesters required to enter into this bargaining unit, or for any other service requirements under this Collective Bargaining Agreement.

By the 15<sup>th</sup> day of Spring and Fall semesters the College will determine eligibility for membership in the bargaining unit based on the criteria above (i.e., at least three (3) credit hours of instruction or one hundred twenty (120) clock hours of counseling or providing librarian services for three consecutive semesters,

## ARTICLE 2: UNION RIGHTS

### 2. A. Dues Deduction

The Board shall deduct from the pay of each employee current Union membership dues provided that at the time of such deduction there is in the possession of the Board a written authorization for dues deduction executed by the employee. The Union is responsible for providing the Board with a copy of an employee's written authorization. If changes are made to the written authorization for dues deduction form and a new written authorization is executed by an employee, the Union is responsible for providing the Board with a copy of the new written authorization for the employee.

The Board intends to comply with the terms for deduction and revocation, to the extent permissible by law. Each employee's written authorization shall continue in effect from year to year unless revoked as set forth in the written authorization signed by the employee or until termination of employment, whichever occurs first. In the event an employee revokes their authorization for dues deduction, the Union shall notify the Board in writing within seven (7) days of its notice of the employee's revocation.

The Treasurer of the Union or designee shall designate the amount of such deductions to the Board in writing. The Union may change the method or amount of such deductions upon written notice to the Board provided such shall not be changed more than once per fiscal year. A full semester will be considered the equivalent of sixteen (16) weeks consisting of nine (9) pay periods. The amount of dues specified shall be prorated and deducted from the employee's paychecks in six (6) installments if receiving eight (8) or nine (9) paychecks or in two (2) installments if teaching a compressed semester course. Compressed semester courses that end prior to the first dues deduction for the semester shall have their dues deducted from their last paycheck for the compressed semester course, or billed directly by the Union.

The Board shall provide the names of all the members whose available funds are insufficient to cover Union dues to the Union President and Local 504 at the time dues deductions are initiated.

The Union will provide to the Board the names and dues amount for all dual-council members prior to the due date for the Final Bargaining Unit List (Section 2.1.).

Dues shall be remitted to the Union not later than fourteen (14) days after such deductions have been made. A list of employees from whose pay dues deductions have been made and the amount of each deduction shall accompany each remittance of dues to the Union and to the Union President.

2. E. Paid Union Leave

The Board shall grant paid union leave in the amount of five (5) days total per calendar year, without loss of pay, personal leave or compensatory time. Paid union leave shall be for the purpose of union leaders' attendance at the executive council meetings, professional development, conferences or conventions of the union's local, state or national affiliates. Paid union leave shall be taken on scheduled days of the intended conference, meeting, class or convention. Such leave shall be used as full days. The individuals using paid union leave shall give advance notice of the use of such leave to the appropriate Dean.

2. F. Use of Equipment and Supplies

Adjunct faculty shall have the right to use College photocopy equipment and supplies for Union purposes, provided that such equipment is used by a person qualified to do so, and that the use of supplies is not abused. The Union shall reimburse the Board for the reasonable cost of use of supplies if requested by the Board. Such use shall not occur on the member's work time and shall not interfere with the regular College program.

2. G. Bulletin Boards and Distribution of Materials

The Board shall provide bulletin board space which is accessible to bargaining unit members at the Grayslake, Lakeshore and Southlake campuses, and the Advanced Technology Center (ATC) for use by the Union for the posting of its materials. The Union may distribute a reasonable amount of materials to bargaining unit members through the College's regular distribution system via campus mail or e-mail provided such does not interfere with the operation of the College and is in accordance with the College of Lake County policies regarding distribution of literature. The Union may continue to use mail receptacles in office areas provided a non-unit supervisor (or his or her designee) or the Union (must be a bargaining unit employee) distributes the material. The Board shall provide a link to [www.CLC-AFO.org](http://www.CLC-AFO.org) in the CLC Hub in the Adjunct Information Section.

2. H. Public Records and Board Agenda

The Board shall provide to the Union a copy of the agenda for its use, if any, and Board meeting packet (except confidential material) of any regular or special meeting of the Board, including Board committee meetings. Such shall be provided to the Union President or designee as far in advance of such meeting as is feasible under the circumstances. A copy of the minutes of such meeting shall likewise be promptly provided to the Union following their approval by the Board.

Upon request, the Board shall deliver to the Union, within a reasonable period of time, public records which are necessary to permit the Union to fulfill its

## ARTICLE 3: MEMBER RIGHTS

### 3. A. Non-Discrimination

The Board shall not discriminate against any member on the basis of Union activity or membership. This section shall not be subject to the arbitration provisions of the grievance procedure of this Agreement.

### 3. B. Personnel Files

The Human Resources Office shall maintain the personnel file for each adjunct faculty member which shall ordinarily include the employment application, resumes, transcripts, and payroll records and supervisory evaluative personnel material (including such material as evaluations, disciplinary memos or memos commending performance). Supervisory evaluative materials placed in the personnel file by the supervisor shall bear that supervisor's name and shall be dated on or about the date it is issued and a copy provided to the employee within ten (10) days of placing in the personnel file.

In the event the College receives a grant which requires the storage of professional development documents, the department may maintain a professional development file in the departmental office. Adjuncts shall receive electronic notification of receipt from the department once per month after submitting professional development records to the departmental professional development file.

On written request, adjunct faculty may review the contents of their own personnel file and may submit statements about any material in such file, provided such shall be submitted within thirty (30) calendar days of the receipt by the member of the original material. Any statements so submitted by a member shall be made part of the file for so long as the material giving rise to the member's response remains in the file.

A file review shall occur during normal business hours as scheduled by the Office of Human Resources and in the presence of a designated Board representative. Nothing shall be removed from the personnel file except with the mutual consent of the appropriate non-bargaining unit supervisor, the member and the Executive Director of Human Resources.

### 3. C. Notification of Available Full-Time Faculty Positions

When a new full-time faculty position is authorized or an existing full-time faculty position becomes vacant, a notification of such position shall be posted by the Human Resources Office in customary places for such postings for at least fourteen (14) calendar days. The Board will notify adjunct faculty of such vacancies in their Divisions by e-mail or other individually addressed means of

Technology Center for adjunct faculty members. The shared office space will have desks and/or tables, and chairs for meeting with students. Access to computers shall also be available in shared office space. When determining the size of the shared office space, the College will consider as part of its assessment the number of adjuncts that may utilize the space.

Before moving shared office space for adjunct faculty, the College will offer to consult with the Union President. Subject to the furniture and computer access requirements described above, the final decision to move shared office space rests solely with College.

Lockers are available for use by adjunct faculty at the Athletics and Fitness Center.

For the purpose of professional responsibilities, correspondence with students and communication between adjuncts and College administration, College-provided e-mail will be used.

### 3. G. Required Attendance at Programs, Workshops, Seminars or Courses

Each semester, a Dean, Associate Dean or Director may specify development seminars or workshops that adjuncts may attend in order to meet state, federal or grant requirements. Whenever reasonably possible, adjuncts will attend required seminars at, or through, the College. For all such activities, an adjunct shall be reimbursed registration fees. For activities not held at a College facility, an adjunct shall be reimbursed mileage allowances (at the prevailing IRS rate) provided the adjunct has obtained advance written approval for such activities from the Dean, Associate Dean or Director. Reimbursements for these seminars and workshops will count against the maximums set forth in Article 3. I. Adjunct faculty will not be compensated for attending programs, workshops, seminars, courses or meetings to meet federal, state or grant requirements under which an adjunct provides instruction.

Adjuncts who are required to attend programs, workshops, seminars or courses above and beyond state, federal or grant requirements will be compensated at the rate of at least thirty five dollars (\$35) per hour of attendance except that librarians and counselors will be paid at their current clock hour rate. For such activities, an adjunct shall be reimbursed registration fees and mileage allowances (at the prevailing IRS rate) provided the adjunct has obtained advance written approval for such activities from the Dean, Associate Dean or Director.

Meeting for purposes of section 4.B.3.c. Alternatively, if an exigent circumstance is approved and if the applicable In-Service meeting was recorded by the College, the adjunct faculty member may view the recording and this shall be recognized as if the adjunct attended the applicable In-Service Meeting for purposes of section 4.B.3.c., but no compensation will be paid to the adjunct faculty member for viewing the recording. The College is not otherwise obligated to provide alternate arrangements for missed In-services Meetings.

Adjunct faculty who are required to attend any meetings (including workshops, training sessions, or informational sessions) other than the Fall and Spring In-service Meetings shall be compensated at the rate of at least thirty-five dollars (\$35) per hour except that librarians and counselors will be paid at their current clock hour rate. The Board recognizes that there may be cases where an adjunct faculty member cannot reasonably be expected to attend a given session or meeting (not including the In-service Meetings, which are addressed separately above). In such cases, alternate arrangements may be made by the Dean in consultation with the adjunct faculty member. The College, however, is not obligated to provide alternate arrangements for missed sessions or other meetings.

Adjunct faculty shall receive notice of their academic departmental and division meetings in the same manner as full-time faculty and may attend such meetings.

## 2. Training through TLETC

Adjunct faculty who voluntarily attend workshops, training or information sessions provided by the Teaching, Learning, and Educational Technology Center (TLETC) or any successor office tasked with this function that are compensable will be compensated at thirty-five dollars (\$35) per hour with a maximum hours and maximum stipend per academic year as follows:

- a. For adjunct faculty in their 3<sup>rd</sup> through 12<sup>th</sup> semesters: 12 TLETC hours / four hundred twenty dollars (\$420); or
- b. For adjunct faculty in their 13<sup>th</sup> or greater semester: 16 TLETC hours / five hundred sixty dollars (\$560).

## 3. I. Professional Learning Activities Reimbursement Plan (PLARP)

1. The Board shall dedicate a total of one hundred twenty thousand dollars (\$120,000) in PLARP funds over the life of the collective bargaining agreement for adjunct faculty reimbursement for the actual (and receipted) cost of registration (including travel) for professional meetings, conferences and professional development workshops, and subscriptions to professional journals, webinars and other professional memberships pursuant to the limits described in this section 3.I. Adjunct faculty are also eligible for reimbursement



For winter session reimbursement, the adjunct must have had an adjunct assignment (teaching/counseling/library services) in the Fall semester and also have an adjunct assignment for the Spring semester. For the Summer session reimbursement, an adjunct must have an adjunct assignment for the Summer or have had an adjunct assignment during both the previous Fall and Spring semesters and have an adjunct assignment for the following Fall semester.

3. Adjuncts eligible for reimbursement may not be reimbursed more than three hundred fifty dollars (\$350) in PLARP funds in any academic year for subscriptions to professional journals, webinars, professional memberships, professional licenses and/or subscriptions to app services to enhance instruction, unless the professional journal or app service is already made available to the faculty member through the College.

Requests for reimbursement must be submitted for approval of the Dean, Associate Dean or Director in advance of undertaking the activity and the activity must be within the discipline taught by the adjunct faculty member or pertain to college-level instruction generally. Requests will be considered on first-come, first-served basis. The decision of the Dean, Associate Dean or Director as to whether the proposed activity is within the discipline of the adjunct's assignment is within their sole discretion and such decisions are non-precedential in nature.

4. If attendance at the activity would interfere with the adjunct's teaching assignment or result in absences from any assigned class or schedule, then the adjunct must receive prior approval from the appropriate Dean.
5. In the semester following an adjunct's attendance at an approved professional development opportunity eligible under this section (3.1), the adjunct will be eligible to receive a stipend in the amount of two hundred dollars (\$200). To obtain the stipend the adjunct will produce, in consultation with the dean or designee, a resource document or presentation which summarizes the knowledge and skills gained and how the new skills relate to classroom practice (abstract, presentation, or similar activity). This shall exclude any professional development for which a stipend is granted for attendance and shall exclude professional development that is required as a condition of a grant, or federal or state requirements.

EXAMPLE: The College notifies the adjuncts by September 1 of the Fall 2024 semester of the compliance training required to be completed by October 31, 2024. By October 10, 2024, the College notifies individual adjuncts if they have not completed the training and provides the Union with a list of these adjuncts. Adjuncts who have not completed the training by October 31, 2024, are eligible to teach in Spring semester of 2025 but not in the Fall 2025 semester. If the adjunct faculty member completes the required training after October 31, 2024 but no later than the deadline to submit APFs in the Spring 2025 semester, the College may in its sole discretion and on a non-precedential basis, permit such an adjunct to teach in that Fall semester 2025. An adjunct in this case would be eligible to teach in the Spring 2026 semester.

The College has discretion to use any or all of the Fall and Spring In-service meetings under Article 3.H. for compliance training without additional compensation to adjunct bargaining unit members under this Article.

### 3. K. Study Abroad Courses

Adjunct faculty members are eligible to apply to lead study abroad courses. Approval of a study abroad course is made solely by the College. If a study abroad course is approved, the College solely determines the compensation to be offered to lead or co-lead the study abroad course, which the adjunct faculty member may accept or reject. Also, the adjunct faculty member agrees to abide by the College's policies and rules regarding study abroad courses. Nothing herein guarantees that an adjunct faculty member's application to lead or co-lead a study abroad course will be approved or that any approved study abroad course will run.

or section in any semester. Specific assignments shall be made by the administration and, except for as set forth in Section 4.B.2.b or 4.B.2.c, nothing herein requires the College to offer a specific section or course, or to offer an adjunct a section at a particular time or place, though a reasonable effort will be made to accommodate adjuncts' preferences according to the Adjunct Assignment Preferences Form.

The Notice of Appointment or its manual or automated successor will be issued or available to the adjunct at least one (1) day (as defined in Article 8.C) prior to the start of the course.

It is understood that the ordinary load for an adjunct is equal to or less than twelve (12) load hours of instruction or four hundred fifty (450) clock hours of counseling or providing librarian services, except that under unique circumstances and with the approval of the Vice President of Education an adjunct may teach, counsel, or provide librarian services in excess of twelve (12) load hours or four hundred fifty (450) clock hours per semester. Except as expressly stated herein, other College employment including, but not limited to, tutoring, advising, curriculum development and committee service shall not be considered part of the ordinary teaching load.

**Load Limits (Load Hour Adjuncts)**

<b>Annual Load Limits</b>	<b>Fall/Spring Semester Load Limits</b>	<b>Summer Load Limits</b>
Up to a maximum of 27 load hours (with flexibility up to 29 load hours at the sole discretion of the College)	Up to a maximum of 12 load hours (with flexibility up to 13 load hours at the sole discretion of the College)	Up to a maximum of 8 load hours (with flexibility up to 10 load hours at the sole discretion of the College)

**Load Limits (Clock Hour Adjuncts)**

<b>Annual Load Limits</b>	<b>Fall/Spring Semester Load Limits</b>	<b>Summer Load Limits</b>
Up to a maximum of 1,080 hours (with flexibility up to 1,160 hours at the sole discretion of the College)	Up to a maximum of 480 hours (with flexibility up to 520 load hours at the sole discretion of the College)	Up to a maximum of 320 hours (with flexibility up to 400 load hours at the sole discretion of the College)

Nothing in this Article obligates the College to offer assignments or course sections to adjunct faculty members beyond those obligations set forth in Article 4.B. below regarding Good Faith Offer of Assignments.

of three hundred dollars (\$300) for the course so stacked whether the course is stacked prior to or after acceptance by the adjunct to teach the course. The limitation and stipend do not apply to computer-based high school completion courses.

b. Special Assignments

An adjunct faculty member who is requested to prepare a new course proposal or develop curriculum such as an online course, serve as a resource person (as determined by the Union President and Vice President of Education), serve on an academic committee or special project, or develop a workshop or conduct a workshop will be paid on a load hour basis as determined by the Dean and subject to the mutual consent of the Union President and adjunct faculty member based on the estimated time to complete the special assignment.

An adjunct faculty member, if requested by the Board, who sponsors an academic club will be paid at the Board-approved rate.

Adjuncts are eligible to be considered for appointment to co-curricular activities. Nothing herein shall restrict the Board in determining: (1) whether any co-curricular activity shall be conducted; (2) the policies for the co-curricular program; (3) whether an adjunct will be appointed to a co-curricular activity; (4) the number, if any, of appointments to be made; and (5) the load hour equivalent for any co-curricular activity offered by the College, which shall not be less than the minimum release hours recognized for full-time faculty appointments to co-curricular activities, to be paid at the adjunct's applicable rate.

Prior to an appointment, the adjunct and the appropriate supervisor shall review the duties and time period for the activity. The duties and agreed upon number of hours shall be in writing. Appointments shall typically be made in May and commence in the next academic year.

Appointment to co-curricular activities shall count toward the ordinary load and clock hour limits set forth in section 4.A.1. However, such appointments do not count toward eligibility for or maintenance in the bargaining unit as set forth in section 1.A.

Nothing herein restricts the Board in its discretion from deciding whether or not to conduct a co-curricular activity or to assign or not to assign an adjunct or any other person to the activity.

The adjunct faculty member shall have the right to refuse any request to perform a special assignment.

A librarian or counselor, whose section assignment is cancelled after mid-semester, will be paid for hours worked up to that date and guaranteed no less than one hundred twenty (120) clock hours of work for that semester.

Notification of schedule is not final and does not preclude further changes as full-time faculty schedules and responsibilities change. The semester schedule, with adjunct input, may be subject to modifications as full-time faculty schedule and responsibilities change.

5. Load for Course Sections Exceeding Normal Alternative Delivery Class Caps

When the enrollment for a section of an alternative delivery course exceeds the normal capacity for that class, adjunct faculty shall receive additional load for teaching that section according to the following schedule:

Added Load for Greater Class Size by Percent

		Zero hours	1 hour	2 hours	3 hours	4 hours	5 hours
	1	100-149%	>149-200%				
<b>Number</b>	2	100-132%	>132-166%	>166-200%			
<b>Of</b>	3	100-115%	>115-133%	>133-166%	>166-200%		
<b>Credits</b>	4	100-112%	>112-125%	>125-150%	>150-175%	>175-200%	
<b>For</b>	5	100-110%	>110-120%	>120-140%	>140-160%	>160-180%	>180-200%
<b>Class</b>	6						

Enrollment as of “10<sup>th</sup> day” (the official census date as determined by IEPR) enrollment numbers. An “alternative delivery” course means a course designed for fully asynchronous online delivery.

6. Class Cap for Virtual Live Courses

The class cap for virtual live courses shall not exceed 24 students, unless mutually agreed upon by the College and the adjunct faculty member.

course, the College will offer at least one (1) section of that course to the GFO adjunct for at least four (4) semesters (which may or may not be consecutive) depending on whether the course is offered in consecutive semesters.

- c. Beginning with course assignments for the Spring 2025 semester, if a Tier IV adjunct lists in rank order on their Adjunct Assignment Preference Form the top eight (8) courses they would like to teach, the College will make a good faith effort to offer the Tier IV adjunct two (2) course sections listed for the semester, subject to load limits.
- d. Except for nursing faculty adjuncts, each eligible teaching adjunct shall be notified of their Good Faith Offer Fall semester assignment no later than the Friday of the tenth week of the preceding Spring semester, and for Spring semester Good Faith Offer assignments each eligible adjunct shall be notified no later than the Friday of the tenth week of the preceding Fall semester. Notification shall be made through the APF system (or successor system) by CLC e-mail. These dates may be changed by mutual agreement of the Vice President of Education and Union President.

Each eligible nursing adjunct faculty shall be notified of their Good Faith Offer Fall semester assignment no later than July 1 of each calendar year. For Spring semester Good Faith Offer assignments, each nursing adjunct faculty shall be notified no later than December 1 of the preceding calendar year. Notification shall be made by CLC e-mail.

Each eligible adjunct librarian or counselor shall be notified of their Good Faith Offer Fall semester assignment no later than July 31<sup>st</sup> and for Spring semester Good Faith Offer assignments each eligible adjunct shall be notified no later than the last day of the preceding Fall semester (i.e. the last day of Finals week). Notification shall be made by CLC e-mail.

- e. Each adjunct must accept or reject the assignment within five (5) business days of receiving notification. Receipt by adjunct of notification will be deemed to be the day after the e-mail was sent. Division deans may waive these deadlines if a particular situation dictates. If the College's technology department determines that the College's email system was interrupted for three (3) continuous hours or longer during the five (5) business day period, adjuncts will receive an additional day for each day or portion of the day the College's e-mail system was so interrupted.

The web-based schedule of classes shall be updated with the assigned adjunct faculty member's name by the end of the Spring semester for Summer and Fall classes and the end of the Fall semester for Spring classes.

The Dean will consider the affected adjunct's Assignment Preferences Form when making a reassignment. If the affected adjunct does not meet all of the conditions or if no reassignment can be made, the remainder of section 4.B.3. applies.

- d. Unless section 4.B.3.c. first applies, if an eligible adjunct's only section assignment is withdrawn for whatever reason (e.g., the class has been assigned to a full-time instructor or the class has been cancelled), the Board shall make a reasonable effort to reassign the adjunct whose section has been withdrawn at least a three (3) credit hour/one hundred twenty (120) clock hour section. The Board may, but is not required to, reassign a section already assigned to another adjunct or full-time instructor to the adjunct whose only section has been withdrawn. The Board may not withdraw an eligible adjunct's only section assignment in order to make a reassignment to any other adjunct. If the Board does not reassign the adjunct a total of at least three (3) credit hours, the associated withdrawal stipends in Article 4.A.4. shall apply. Each semester, the Vice President of Education or designee will notify Department Chairs and other parties tasked with making assignments, with a copy to the Union President, that if a GFO's only section assignment is withdrawn, the College is committed to make a reasonable effort to reassign the adjunct to at least a three credit hour section.
- e. If an adjunct rejects the proposed assignment, the Dean, Director or Associate Dean may at their discretion provide additional good faith offers. If an adjunct ultimately rejects good faith offer(s) and does not teach/counsel/provide librarian services at the College for the semester in question, then that semester shall count toward a break in service as described in Article One.
- f. If an adjunct accepts an assignment and subsequently declines the assignment within ten (10) weekdays of the start of class for teaching assignments or that semester's first scheduled work day for counselors and librarians, absent exigent circumstances (e.g., the death of an immediate family member or domestic/civil union partner or serious medical condition of the adjunct or the adjunct's immediate family member or domestic/civil union partner), the adjunct must teach/counsel/provide librarian services another six (6) semesters in order to be eligible for "good faith offer" status.

#### 4. Unavailability of Sections

Teaching Adjuncts: The College need not make a good faith offer to an otherwise eligible adjunct when there are insufficient available courses or classes which the adjunct is qualified to teach. [This may occur due to such factors as a reduction in the number of courses or classes offered,

Dean or Executive Director in the case of librarians and counselors) for determining an adjunct's performance has been unsatisfactory and for placing the adjunct on remediation.

Observations, assessments or any other evaluative materials conducted or produced by mentors shall not be used in the formal evaluation or remediation process and shall not be placed in the personnel file. Mentors shall not be part of the formal evaluation or remediation process.

If during the next semester the adjunct teaches/counsels/provides librarian services following such notification, the Dean must observe the adjunct on at least two (2) occasions in the classroom or while providing librarian services. For one (1) of the observations, the Dean shall provide the adjunct with at least 48 hours' notice prior to conducting the observation. If, in the sole opinion of the Dean, the adjunct's performance has not improved sufficiently the adjunct thereafter shall not be granted an assignment at the College. The decision not to offer an assignment at the College shall not be arbitrary or capricious. The adjunct may request a meeting with the Dean to discuss the reasons for the decision to not offer the adjunct an assignment at the College, and the adjunct may suggest an alternative course of action. If requested, a meeting shall be held and the adjunct has the right to have a Union representative present at the meeting. No compensation shall be paid to the adjunct for attending a meeting held at their request. The Dean has the sole discretion on whether to accept the alternative course of action suggested by the adjunct. If, in the sole opinion of the Dean, the adjunct's performance has improved sufficiently, then the adjunct will be granted assignments in the usual and customary manner and the adjunct's Good Faith Status will remain unaffected.

Any records generated as a result of this process that are intended to be placed in the adjunct's personnel file, shall be provided to the adjunct prior to placement in the personnel file.

The Union may grieve a failure to follow the process or procedures set forth above, but may not grieve the decision not to reemploy or the determination by a Dean or the College that the performance of the adjunct warrants being placed on this remediation process or terminated or not reemployed.

#### b. Irremediable Conduct

For reasons deemed irremediable including, but not limited to, failure to follow College of Lake County policies or procedures, failure to appear for a teaching/counseling/librarian services assignment, inappropriate comments or behavior towards students or staff, insubordination, abusive conduct, sexual harassment or conduct which may result in injury to students, staff or any other person, the Dean or designee may, at their discretion refrain from making an assignment to any teaching, counseling or librarian adjunct entitled to a good



## ARTICLE 5: CONDITIONS OF EMPLOYMENT

### 5. A. Academic Freedom

It is assumed that each adjunct faculty member shall engage in those activities which shall at no time be detrimental to the College of Lake County. Adjunct faculty members shall be free to present instructional materials which are pertinent to the subject and level taught and shall be expected to present all facets of controversial issues in an unbiased manner.

Adjunct faculty members may participate in any activity or organization that is not in direct violation of the policies of the Board of Trustees of Community College District 532 or of the laws of the State of Illinois or the United States of America. The Board of Trustees of Community College District 532, or its appointed administrators, shall not discriminate in any way against any adjunct faculty member by reason of participation or membership in adjunct faculty or student organizations, or religious, political, social, organizations or activities which are not in violation of the policies and laws described above.

Academic freedom is defined in the following Statement of Principles established by the American Association of University Professors, which is set forth herein as an expression with which the parties find agreement as a statement of general objectives and guidelines.

1. The adjunct is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of their other duties; but research for pecuniary return should be based upon an understanding with the authorities of the institution.
2. The adjunct is entitled to freedom in the classroom in discussing their subject, but the adjunct faculty member should be careful not to introduce into their teaching controversial matters (which have no relation to their subject). Limitations of academic freedom because of religious or other aims of the institution should be clearly stated in writing at the time of the appointment.
3. The College or university adjunct is a citizen, a member of a learned profession, and an officer of an education institution. When the adjunct faculty member speaks or writes as a citizen, they should be free from institutional censorship or discipline, but their special position in the community imposes special obligations. As a person of learning and an educational officer, the teacher should remember that the public may judge their profession and their institution by their utterances. Hence, the adjunct faculty member should be accurate, should exercise appropriate restraint, should show respect for the opinion of others, and should make every effort to indicate that they are not an institutional spokesperson.

### 5. C. Adjunct Faculty Responsibilities

The Board and the Union recognize that teaching responsibilities include the construction of a class syllabus consistent with the discipline generic course syllabus / outline which stipulates, among other things, course objectives, content, and grading criteria. Preparation of class presentations, instructional materials, desired student outcomes, delivery of instruction, grading, consultation with and evaluation of students, as well as the maintenance of clear records on student performance are also part of the teaching duties. Adjunct faculty members shall be responsible for the determination and issuance of academic grades for the courses they teach, and in the event of an appeal, Board policy, then in effect, will be followed. Adjunct faculty may also be responsible for other related duties as assigned including, but not limited to, class preparation, completion of forms and other duties related to the teaching assignment.

The Board and the Union recognize that librarian responsibilities include collection development, teaching instructional sessions and assignment to the reference desk and performing special projects and responsibilities at the Dean's discretion. Adjunct faculty performing librarian services may also be responsible for other related duties as assigned including, but not limited to, completion of forms and other duties related to the assignment.

The Board and the Union recognize that counselor responsibilities may include counseling, advising, teaching, conducting support groups and performing special projects and responsibilities at the Dean's discretion. Counselors have a special professional responsibility to maintain confidential student information. Adjunct counselors may also be responsible for other related duties as assigned including, but not limited to, completion of forms and other duties related to the assignment.

Adjunct faculty will not be required to register their section(s) of students.

Each adjunct faculty member shall also meet generally accepted standards of professional conduct which includes being prepared for and meeting sections and laboratories at scheduled times and equivalent assignments for librarians and counselors and compliance with publicized college, divisional, and departmental policies and procedures.

### Criminal History Background Check Procedure

1. Adjunct faculty will complete a consent form to perform a criminal history background check as required for the College to obtain a criminal history background on that adjunct faculty member.
2. The results of the criminal history background check will be reported to the Office of the Chief Human Resources Officer.
3. If an adjunct faculty member's criminal background history check reveals a disqualifying conviction, as defined in the Illinois Health Care Worker Background Check Act, or one which is related to health care program-related fraud or patient abuse, or identified the faculty member as a sexual predator, or which otherwise indicates that the faculty member is not suited for work at a Clinical Agency, the adjunct faculty member will not be permitted to supervise clinical experiences. Before taking any disciplinary action, the Chief Human Resources Officer or designee will meet with the adjunct to notify the adjunct of the results of the criminal background check and provide the adjunct an opportunity to respond in accordance with applicable federal and/or state law, including but not limited to an opportunity to refute, correct or explain the results. The College will notify the adjunct faculty member of their right to have a Union representative present at this meeting. Where the criminal background and subsequent review shows the adjunct was convicted of a criminal offense disqualifying the faculty member from the clinical program, the College reserves the right to take any appropriate disciplinary action or employment actions against the faculty member, up to and including termination from employment.

#### 5. E. Retiring Adjunct Faculty

If an adjunct instructor, counselor, or librarian is eligible to and chooses to retire under SURS the adjunct must notify their Dean and Human Resources in writing of their intent to retire and the date of retirement.

If the adjunct wishes to return to employment as an adjunct faculty member after the hiatus from employment required by SURS (currently 60 days), he or she must submit a written request to the Dean who, may approve or not approve the request in their sole discretion. If the Dean approves the adjunct's request to return to teaching and the adjunct held GFO status at the time of retirement, the adjunct faculty member will return to employment as a GFO adjunct and retain bargaining unit status. Requests by retired adjuncts to teach will be granted in one-year increments.

#### 5. G. Evaluation of Faculty Who are Eligible for Good Faith Offers

This applies to evaluations conducted during or after the 2024-2025 academic year.

1. All adjuncts who achieve GFO designation will be evaluated on a regular basis and no less than once each eight (8) semesters (Fall and Spring) taught.
2. Each division will create a regular schedule of evaluations based on its needs, size, and GFO composition.
3. The Union will be informed of changes to the regular division evaluation schedule. This does not apply to observations or evaluations done by the administration at its sole discretion on an as needed basis.
4. Observations will be conducted by an administrator or designee (this designee may be a full-time faculty member).
5. A blank copy of the observation form and the administrator evaluation form can be found on the College's intranet page.
6. The evaluation will consist of not less than one (1) classroom observation and a voluntary evaluation conference. If additional observations are to be made beyond the initially scheduled observation, the adjunct will be notified via email.
7. The adjunct will be notified at least three (3) days in advance of the classroom observation. An adjunct may request in writing that the observation be conducted on a different date. The request must include a reason why the observation should be conducted on a different date (e.g., test scheduled for that day, student presentations scheduled for that day, etc.). The administrator or designee shall consider the request and notify the adjunct if the request is granted or denied. If granted, the administrator or designee shall notify the adjunct of the new date for the classroom observation.
8. After completing the final observation, the administrator (or designee) may schedule a meeting to discuss the adjuncts performance.
9. The evaluation conference will be scheduled in a timely manner. The conference is voluntary and the adjunct will not receive additional compensation for attending post observation evaluation conferences. If the dean or designee determines that the meeting must take place to discuss the evaluation, the meeting will be deemed mandatory and the adjunct will be compensated. There will be no payment made for any meeting to discuss performance that may result in termination or placement on remediation.

## ARTICLE 6: LEAVES OF ABSENCE

### 6. A. Personal Leave

Each adjunct shall be granted personal leave as described in this paragraph each semester (Fall and Spring) they teach, counsel or provide library services without loss of pay for those times when an adjunct or their immediate family member has an illness, injury or medical appointment that prevents the adjunct from meeting the obligations of their teaching, counseling or library services assignment, or to attend to important personal matters which cannot be handled during non-working hours. Active GFO adjuncts will be granted twelve (12) hours of personal leave each semester. Active non-GFO adjuncts will be granted six (6) hours of personal leave each semester. Personal leave may be taken in increments of one (1) hour, except that if an adjunct has a class that meets for 75 or 90 minutes, they shall be allowed to take personal leave in an increment of one (1) hour and 30 minutes.

If an active GFO adjunct or active non-GFO adjunct, teaches, counsels or provides library services during the College's Summer session, they shall be granted three (3) hours of personal leave in the Summer session for the reasons and on the same basis described above. Nothing herein obligates the College to offer any adjunct an assignment during the Summer session.

GFO Adjuncts who do not use their personal leave time in any given academic year or Summer session will be allowed to carry over up to a maximum of six (6) hours for use in subsequent years only for the purpose of the adjunct's illness, injury or medical appointment, provided there is no break in service. A break in service will erase any accumulated personal leave. Accrued personal leave shall not be compensable in any form upon separation of employment.

For purposes of this section, immediate family members shall include: parents, spouses, domestic and civil union partners, children, siblings, grandparents, grandchildren, step-relations, and legal guardians.

Adjunct faculty may be required to complete a form and to document the reason for the absence. Notification of absence must be provided to the Dean, Associate Dean or Director as early as reasonably possible. Failure to notify the College according to this procedure, except in a verified emergency, will result in the loss of compensation for that date.

Uncompensated absences equal to, or less than, thirty (30) consecutive calendar days will be deducted at the rate of fifty dollars (\$50) per classroom hour. Uncompensated absences which exceed thirty (30) consecutive calendar days will be pro-rated on total actual class contact hours for an adjunct faculty member at their respective pay rate. The College, however, reserves the right to cancel and terminate the contract for an adjunct who is absent for thirty (30) or more consecutive calendar days in a semester.

Members returning from extended military service shall be informed of their rights by the appropriate Human Resources staff.

6. E. Professional Meeting Leave

To attend professional development activities, at the discretion of the appropriate Dean or Director, an adjunct may be granted leave without pay deduction of one (1) or more calendar days per academic year provided the adjunct gives notice of the request at least fourteen (14) calendar days to the Dean or Director.

6. F. Leave for Conducting College Business

Adjunct faculty members requested by the College to do work on behalf of the College and with the Dean's approval (e.g. Presidential Search, travel, presentations, etc.) shall not be docked pay or personal leave for any related absence.

The adjunct will make every reasonable effort to avoid College conflicts which would cause the adjunct to be absent from class, and the adjunct must contact the Dean or Director as soon as a conflict appears to be possible. The Dean's or Director's decision as to whether the adjunct will be granted leave for conducting College business will be final and not grievable.

## 2. Professional Development Recognition Stipend

Adjunct faculty that complete the required professional development units in the previous academic year will be entitled to receive a Professional Development Recognition Stipend (PDRS) in the Fall and Spring semesters provided that they are members of the bargaining unit and were assigned to teach/counsel or provide library services in the respective semester. If no assignment can be made by the College or an adjunct's only assignment is withdrawn by the College in either or both semesters, the adjunct remains eligible to receive the PDRS provided they are a member of the bargaining unit. However, if an adjunct rejects a proposed assignment, the adjunct is not eligible to receive the PDRS in that semester.

Professional development is defined as purposeful participation in learning experiences such as conferences, meetings, workshops, webinars and other similar activities that deepen subject matter expertise or cultivate skills and knowledge that ultimately provide a benefit to the College of Lake County students. Participation in educational technology training such as Canvas, Zoom, Panopto, etc. will not be considered professional development since the focus is not on pedagogy but rather functionality and use of the tools. Presenting at a conference, workshop, etc. will not be considered professional development for an adjunct faculty member since they are presenting as an expert in the field.

### a. Internal Professional Development

- i. Attendance at the College's Fall and Spring In-service Meetings shall count as one (1) unit of professional development for each meeting attended in full by the adjunct.
- ii. The College commits to having sufficient professional development sessions/courses with varied offering times (Monday through Saturday, morning, afternoon and evening) and formats (in person, Zoom, online, viewing recordings of past training sessions, etc.) along with approved outside training (such as ACUE or Starlink sessions) offered through TLETC (or its successor).
- iii. One (1) Professional Development Unit (PDU) equates to 50-60 minutes of contact time for the professional development session/course, with a minimum session lasting 50 minutes. If the contact time exceeds 60 minutes, the additional time is divided by 60 and rounded to the nearest  $\frac{1}{4}$  PDU.
- iv. Attendance at real-time session (in-person, Zoom, webinar, etc.) is the responsibility of the presenter.

c. Reporting Period and Payment of the PDRS

- i. For purposes of the PDRS, eligible activities follow the academic year is August 1 – July 31.
- ii. The start date of the PDRS eligible activity will determine in what year the professional development unit is recorded. For example, an activity that starts August 1, 2024 would count for units earned in the 2024-2025 academic year, and the PDRS would be paid in the 2025-2026 academic year. An activity that starts July 31, 2024, would count for units earned in 2023-2024 academic year, and the PDRS would be paid in the 2024-2025 academic year.
- iii. Any PDRS due in the Fall semester shall be paid in October, and any PDRS due in the Spring semester shall be paid in March.

d. PDRS Committee

- i. By mutual agreement, the College and Union may establish a PDRS Committee comprised of an equal number of College and Union members (not to exceed 3 on each side), for the purpose of making recommendations to the Vice President of Education or designee on what qualifies as professional development, how unit value is determined, and unit value for qualifying professional development.
- ii. If convened, compensation for each Union member serving on the Committee will be a stipend equivalent to one-half (1/2) load hour at the adjunct faculty member’s applicable rate.
- iii. If the Vice President or designee makes any changes to this Article as a result of recommendations made by the PDRS Committee, the changes shall be reduced to writing and signed by the parties.

The required units and amount of the PDRS are set forth in the table below:

	<b><u>2023-24</u></b> (10 units completed in 2022-23)	<b><u>2024-25</u></b> (10 units completed in 2023-24)	<b><u>2025-26</u></b> (10 units completed in 2024-25)	<b><u>2026-27</u></b> (10 units completed in 2025-26)
Tier II GFO Adjuncts	\$175	\$175	\$200	\$225
Tier III GFO Adjuncts	\$275	\$275	\$300	\$325
Tier IV GFO Adjuncts	N/A	\$300	\$325	\$350



Should the right to a civil union or marriage be restricted or eliminated by legislation or the courts, this benefit will be granted to domestic partners.

7. D. Deferred Compensation Plans

If the Board generally makes available a Section 403(b) or Section 457 deferred compensation plan to College of Lake County employees, it will make such programs available to adjunct faculty members.

7. E. Faculty Senate

The Board will provide compensation for a maximum of three (3) adjuncts at any time who have been elected to the Faculty Senate for attendance at Faculty Senate meetings. Compensation will be a stipend equivalent to one-half (1/2) load hour per semester of service on the Faculty Senate at the adjunct faculty member's applicable rate, provided they attend at least 75% of the scheduled meetings each semester. Annual attendance will be reported no later than May 31 of each year and a one-time stipend payment will be remitted on the final pay date of June. Such appointments do not count toward eligibility for maintenance in the bargaining unit as set forth in section 1.A.

The Board will not provide any compensation to adjuncts who serve on Faculty Senate subcommittees unless approved by the Vice President of Education.

7. F. Diversity Council

The Board will provide compensation for a maximum of two (2) adjuncts at any time who have been appointed to the Diversity Council by the Faculty Senate Adjunct Representatives and the Faculty Senate President for attendance at Diversity Council meetings. Compensation will be a stipend equivalent to one half (1/2) load hour per semester of service on the Council at the adjunct faculty member's applicable rate, provided they attend at least 75% of the scheduled meetings each semester. Annual attendance will be reported no later than May 31 of each year and a one-time stipend payment will be remitted on the final pay date of June. Such appointments do not count toward eligibility for maintenance in the bargaining unit as set forth in section 1.A.

The Board will not provide any compensation to adjuncts who serve on Diversity Council subcommittees unless they serve on the Diversity Council.

## ARTICLE 8: GRIEVANCE PROCEDURE

### 8. A. Objective

It is the declared objective of the Union and the Board to encourage the prompt resolution of the grievances and complaints of adjunct faculty members covered by this Agreement as they arise and to provide recourse through orderly procedures for the satisfactory adjustment of grievances and complaints.

### 8. B. Definition

A grievance is defined as a complaint by an adjunct faculty member, a group of adjunct faculty members, or the Union that there has been a violation, misapplication, or misinterpretation of the terms of this Agreement.

### 8. C. Days

"Days" shall mean days on which the Human Resources Office is normally open, Monday through Friday excluding holidays and Summer closing hours.

### 8. D. Time Limits for Filing

The written grievance shall be filed either by the Union or individual grievant not later than thirty (30) days of the date of the occurrence giving rise to the grievance or from the date when the grievant or the Union might reasonably have become aware of the occurrence. Time limits may be extended by mutual written agreement. Failure of the Board to communicate a decision within the specified time limits shall automatically move the grievance to the next step. Failure by the grievant or the Union to take action in the grievance structure by the specified time limits shall constitute a waiver of any further rights to grieve that specific violation by the grievant or the Union.

### 8. E. Informal Step

The Board and the Union agree that a formal grievance may be avoided if the affected adjunct faculty member and the appropriate supervisor are able to discuss and resolve problems informally. When a cause for complaint occurs, the affected adjunct faculty member(s) or the Union shall request a meeting with the appropriate division dean in an effort to resolve the complaint informally.

If a complaint is not resolved informally, the formal grievance procedure shall occur as follows:

submitted. The arbitrator shall be without power to make decisions contrary to or inconsistent with applicable laws and rules and regulations having the force of law. The decision of the arbitrator shall be final and binding on the parties and the adjunct faculty.

8. H. Expense and Location of Arbitration Hearings

Each party shall bear the full costs for its representation, witnesses, and/or experts in the arbitration. The cost of the arbitrator and any fee charged by FMCS shall be divided equally between the parties except that any late postponement or cancellation fee assessed by the arbitrator shall be borne by the responsible party. If either party requests a transcript of the proceedings, that party shall bear the full cost for that transcript. If both parties order a transcript, or the arbitrator requests a transcript, the cost thereof shall be divided equally between the parties.

Unless otherwise agreed, arbitration hearings will take place at a suitable site at the Grayslake Campus, mutually agreeable to the parties.

8. I. Miscellaneous Provisions

1. Nothing contained in this Article shall prevent the parties from settling an alleged grievance to their mutual satisfaction at any time prior to the issuance of the arbitrator's decision.
2. Conferences, meetings and hearings held under this grievance procedure shall be limited to those persons specified in the procedure, witnesses, resource persons required by either party and representatives for the parties. These meetings shall be scheduled at a time and place mutually agreeable to the Board and the Union. No adjunct faculty member entitled to be present shall suffer loss of pay because of participating in this grievance procedure.

9. C. Duration

This Agreement shall become effective on the first faculty employment day of the 2023-2024 academic year and shall continue in effect through 11:59 p.m. of the day preceding the first faculty employment day of the 2027-2028 academic year. If agreement shall not have been reached sixty (60) calendar days prior to the expiration date first set forth in the preceding paragraph, either party may give written notice to the Federal Mediation and Conciliation Service.

9. D. No Strike

The Union agrees not to strike for the duration of this Agreement.

9. E. Management Rights

It is expressly understood and agreed that all functions, rights, powers or authority of the Board of Trustees which are not specifically limited by the express language of this Agreement or by the Illinois Educational Labor Relations Act are retained by the Board, including but not limited to, the right to control, supervise, evaluate, discipline and manage the College and its adjunct faculty; to determine and administer education policy; and to operate the College and direct the adjunct faculty.

9.F. Waiver of the Paid Leave for All Workers Act

The Union expressly states that it has knowledge of and has read the Paid Leave for All Workers Act (Public Act 102-1143, eff. 1/1/24). The Union hereby waives and releases the College from any and all requirements under the Act that may be applicable in any way to individuals employed in positions covered by this CBA.

IN WITNESS WHEREOF:

For the College of Lake County  
Board of Trustees, District #532  
Lake

  
Chairperson

3/8/2024  
Date

For the College of Lake County  
Adjunct Faculty Organization,  
County Federation of Teachers,  
Local 504, IFT-AFT/AFL-CIO

  
President

3/5/2024  
Date