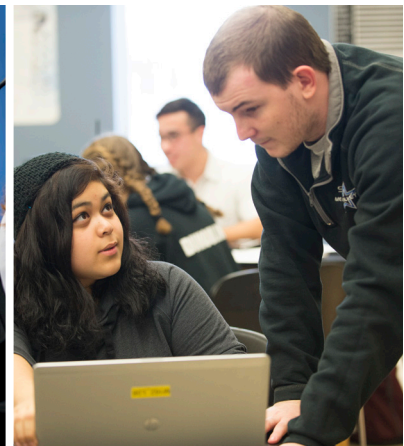




# BOARD OF TRUSTEES AGENDA

**MAY 1, 2023**



Elgin  
Community  
College

Bright Choice. Bright Future.

1700 Spartan Drive • Elgin, IL 60123-7193 • 847-697-1000 • [elgin.edu](http://elgin.edu)



**Special Board Meeting  
May 1, 2023**

4:00 p.m.

Seigle Auditorium

Building E Room E 125  
Elgin Community College  
1700 Spartan Drive  
Elgin, IL 60123

*The Special Board Meeting will be conducted in person. Anyone wishing to provide public comment is welcome to do so in-person at the appropriate time indicated on the agenda. Written comments can be sent to [dkerruish@elgin.edu](mailto:dkerruish@elgin.edu) in advance of the meeting by 2:00 p.m. which will be read aloud at the appropriate time on the agenda.*

**Agenda**

**Call to Order by Presiding Officer**

**1. Roll Call**

**2. Preliminary Matters**

- A. Roll Call
- B. Consideration of and possible actions on any requests for a board member's electronic participation in a meeting
- C. Pledge of Allegiance
- D. Board Purpose

**3. President's Comments**

**4. Audience Wishing to Address the Board**

**5. Resolution Adopting Results of the Consolidated Election Held  
April 4, 2023**

Actions

1

**6. Affirmation of Service – All Trustees**

4

**7. Election of Officers**

- A. Chair 5
- B. Secretary 6
- C. Vice Chair 7

**8. Reorganization of the Board of Trustees**

- A. Approval of Chair's Appointments
  - 1. Treasurer 8
  - 2. Auditor 9
  - 3. Legal Counsel 10
  - 4. Committee Representatives and Liaisons 11
- B. Confirmation of 2023 Schedule of Board Meetings 12
- C. Administrative Line of Succession During the President's Absence 13

- 9. Consideration of Ratification of the Agreement Between the Board of Trustees of Community College District 509 and the Elgin Community College Faculty Association (ECCFA) 14**

**10. Architect Update - DLA**

**11. Old Business**

**12. New Business**

**13. Adjournment**

**Next regular meeting: 6:30 p.m. Tuesday, May 9, 2023**

# ELGIN COMMUNITY COLLEGE IDENTITY

## Board Purpose

*The purpose of the Board is to represent the public in determining what programs and services the College will offer, to whom, at what cost, with what priority, and to evaluate the performance of the organization.*

*The Board is committed to excellence and accountability in everything the College does, to programs and services of the highest quality, and to making them available to the widest spectrum of appropriate constituencies.*

## Mission

*To improve people's lives through learning.*

## Vision

To be the first choice for everyone to learn, grow, and dream in a culture that ensures access, advances innovation, and fosters success.

## Philosophies

- Learning – Learning is a lifelong process that empowers individuals
- Equity – Equity is ensuring everyone receives what they need to be successful
- Diversity – Diversity is all expressions of humanity
- Inclusion – Inclusion is valuing what makes us unique
- Justice – Justice is ensuring our structures and systems honor individual rights

## Key Imperatives

Teaching and Learning Excellence  
ECC Experience

Lifelong Connections  
Fortify Our Future

## Shared Values

### **Excellence**

We strive to offer the highest level of excellence in our programs and services to achieve our Vision. We use research-based methods to strengthen curriculum and deliver high-quality learning-centered instruction and services.

### **Freedom of Inquiry**

We believe learning is most engaging and viable when a spirit of free inquiry exists, allowing everyone the freedom to explore new and diverse ideas and to express their interests and attitudes. We strive to create environments where innovation and inquiry flourish.

### **Ethical Practices**

We are responsible to carry out our work with honesty and integrity. Our Vision, not personal interests, guides our decisions and actions so that they will be enacted out of service to our students and community members.

### **Accountability**

As a public institution, we commit to making the best use of resources. We are transparent in measurement and reporting, seek feedback from others, accept responsibility for our decisions and actions, and continuously improve our practices.

### **Collaboration**

We are committed to serving students, employees, and community members. The decisions and actions we undertake in carrying out our Vision derive from working cooperatively with all stakeholders.

### **Holistic Approach**

As stewards of people's learning, we understand their perspectives and we use our insight and compassion to support them through challenging times. We believe in educating and supporting the whole person through a comprehensive approach that addresses the emotional, social, ethical, and academic needs of students, employees, and community members.

ELGIN COMMUNITY COLLEGE  
ACADEMIC CALENDAR 2022 - 2023

SUMMER SESSION 2022

Beginning Fri., June 3 and ending Sun., Aug. 7 all general use facilities will be closed Fridays through Sundays. The University & Business Center, Early Childhood Center, School, Events Center and Visual & Performing Arts Center will be open as scheduled.

Sat., May 28 – Mon., May 30 ..... All Facilities Closed: Memorial Day Weekend  
Mon., June 6..... Summer Session I Begins  
Mon., June 13..... Summer Session II Begins  
Mon., June 20 ..... All Facilities Closed: Juneteenth Observed  
Mon., July 4 ..... All Facilities Closed: Independence Day  
Mon., July 11 ..... Summer Session III Begins  
Thurs., Aug. 4 ..... End of Summer Session Classes

Note: Summer session grades due by 4 p.m. the Monday following the last day of class.

***Critical Registration,  
Financial Aid or  
Payment Dates***

[Check dates»](#)

FALL SEMESTER 2022

Tues., Aug. 16 – Wed., Aug. 17..... New Full-Time Faculty Orientation  
Thurs., Aug. 18 ..... College Convocation  
Fri., Aug. 19..... New Student Convocation  
Mon., Aug. 22 ..... Fall Semester Begins  
Sat., Sept. 3 – Mon., Sept. 5..... All Facilities Closed: Labor Day (No Classes Labor Day Weekend)  
Mon., Sept. 26..... 12-Week Fall Session Begins  
Mon., Oct. 17 ..... 2<sup>nd</sup> 8-Week Fall Session Begins  
Tues., Nov. 8..... All Facilities Closed: Election Day  
5:00 p.m. Wed., Nov. 23 – Sun., Nov. 27 ..... All Facilities Closed: Thanksgiving Recess  
Fri., Dec. 16 ..... Fall Semester Classes End  
Sat., Dec. 17..... Graduation  
Mon., Dec. 19 ..... Grading Day/Semester Ends  
Tues., Dec. 20 ..... Grades Due by 8:00 a.m.  
5:00 p.m. Thurs., Dec. 22 – Tues. Jan.3..... All Facilities Closed: Winter Recess

SPRING SEMESTER 2023

Wed., Jan. 4..... Offices Reopen  
Tues., Jan. 10 – Wed., Jan. 11..... New Full-Time Faculty Orientation  
Thurs., Jan. 12..... College Convocation  
Fri., Jan. 13 ..... New Student Convocation  
Mon., Jan. 16..... All Facilities Closed: Martin Luther King, Jr. Day  
Tues., Jan. 17 ..... Spring Semester Begins  
Mon., Feb. 20..... All Facilities Closed: Presidents' Day  
Tues., Feb. 21..... 12-Week Spring Session Begins  
Mon., Mar. 13 ..... 2<sup>nd</sup> 8-Week Spring Session Begins  
Mon., Mar. 27 – Sun. April 2..... All Facilities Closed: Spring Recess  
Wed., May 17..... Spring Semester Classes End  
Thurs., May 18..... Grading Day/Semester Ends  
Fri., May 19 ..... High School Equivalency Graduation Ceremony  
Sat., May 20..... Graduation  
Mon., May 22..... Grades Due by 4:00 p.m.  
Mon., May 29..... All Facilities Closed: Memorial Day

Final examinations or other appropriate final evaluation activities will be held within regularly scheduled class hours. The number of weeks classes are offered may vary.

Please check the College website [www.elgin.edu](http://www.elgin.edu) for information regarding Registration, Financial Aid and Payment

8/18/15, 9/14/15, 7/19/16; 8/19/16; 6/29/17;6/5/19;7/15/21;7/27/21; 9/2/21



# Elgin Community College Board of Trustees Annual Planning Calendar

		JUL <sup>1</sup>	AUG	SEP	OCT	NOV	DEC	JAN	FEB <sup>1</sup>	MAR	APR	MAY	JUN
Board Activities	Board Policy Review Period <i>(cont'd from Jun)</i>			Attorney reviews closed session minutes	Board attends ACCT Annual Congress  Board awards faculty tenure	Board adopts course fees for next fiscal year	Board adopts tax levy  Board conducts semi-annual self-evaluation	Board articulates budgetary considerations for next fiscal year  Board adopts tuition for next fiscal year  Board provides input regarding budget projections and considerations proposed for next fiscal year	Board attends ACCT Legislative Summit	Attorney reviews closed session minutes  Board awards faculty tenure  Board and College discuss budget considerations in preparation for budget adoption in June (Finance Committee)	Board seats student trustee  Board re-organizes (in even years)  Board plans state lobby events (ICCTA)  Board prepares President's evaluation	Board presents and discusses President's evaluation with the President  Board seats newly elected trustees and re-organizes (in odd years)	Board Policy Review Period <i>(cont'd thru Jul)</i>
													Board adopts next fiscal year's budget including auxiliary business unit operating parameters and transfers  Board retreats and conducts semi-annual self-evaluation and goal setting
College Activities	Goal and Budget Review Period: Departments review accomplishments from previous year	College complies annual accomplishments from previous year	Finance begins fiscal auditing activities for previous fiscal year	TLSD & Finance recommend course fees for next fiscal year  College summarizes performance on key indicators from previous year	Finance adopts comprehensive audit report for previous fiscal year  Finance proposes tax levy and abatements  TLSD drafts academic calendar for the fiscal year that follows the next 3 years	Finance places tax levy on display and prepares tax levy hearing	College outlines budget projections for expected revenues and anticipated expenditures for next fiscal year (e.g., capital outlay, staffing needs, and auxiliary operating parameters)  College makes tuition recommendation for next fiscal year	President sets goals for next fiscal year	Departments estimate goals proposed goals	College reviews department budget requests to prepare college budget for next fiscal year	<b>Budget Discussions and Adjustments Period:</b> College reviews department budget requests to prepare college budget for next fiscal year		
													Finance finalizes and places next fiscal year's annual budget on display
Suggested Reports for Presentations <small>(for COTW or Board Meetings)</small>	Prevailing Wage Report (Finance)	Vendor Report Grant Monitoring Report (Apr-Jun)	Campus Crime Report (Clery Act) Faculty Tenure Recommendations (TLSD)	Update on General Education Assessment (TLSD) Performance Report/Effectiveness Indicators Update (Planning) Course and lab fees (TLSD)	ECC Foundation Annual Report Grant Monitoring Report (Jul-Sep)	Annual Insurance Report (Finance) Community Report (Communications)	Faculty Tenure Recommendations (TLSD)	Grant Monitoring Report (Oct-Dec)	Committee Representation Report (CELA)	ICCB RAMP (Operations & Maintenance) Grant Monitoring Report (Jan-Mar)			

<sup>1</sup> Committee of the Whole (COTW) and regular Board of Trustees meetings are not held in February and July. **Note:** The Board of Trustees Annual Planning Calendar contains major events and reports and is not meant to be comprehensive of all college-wide activities. Reports provided on a monthly basis include enrollment updates (e.g., headcounts, seats/hours, etc.) as part of the President's Report, the Illinois Community College Trustees Association Report, the ECC Foundation/Institutional Advancement Report, Personnel Report, Marketing and Communications Report, Report of Expenses, and Student Activities Report.

## ***ICCTA MEETING AND CONVENTION SCHEDULE***

\*\*Meetings, dates, and locations are subject to change\*\*

### **ICCTA SEMINARS (Fridays) & BOARD OF REPRESENTATIVES (Saturdays): (unless otherwise noted)**

February 6, 2023 (Monday)	Board of Representatives Meeting, Washington DC inconjunction with ACCT NLS
March 10 – 11, 2023	Westin Chicago Lombard, Lombard, IL
May 2, 2023 (Tuesday)	Board of Representatives Meeting, Springfield, IL – Location to be determined
May 3, 2023	Lobby Day, Springfield, IL
September 8 – 9, 2023	Board of Representatives Meeting, Springfield, IL – Location to be determined
November 10 – 11, 2023	Board of Representatives Meeting, Chicago Marriott Schaumburg, Schaumburg, IL

### **ICCTA ANNUAL CONVENTION:**

June 2 – 3, 2023	Bloomington-Normal Marriott Hotel & Conference Center, Normal, IL
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### **ICCTA REGIONAL AND OTHER MEETINGS:**

January 18, 2023	South Suburban Region Meeting, SSC Oak Forest Campus, Oak Forest, IL
February 24, 2023	East Central Region Meeting, Heartland Community College, Normal, IL
March 24, 2023	West Central Region Meeting, SRC Macomb Outreach Center, Macomb, IL
August 18 – 19, 2023	Executive Committee Retreat, Joliet, IL

### **ILLINOIS COUNCIL OF COMMUNITY COLLEGE PRESIDENTS (ICCCP):**

January 26 – 27, 2023	Heartland Community College, Normal, IL
March 9 – 10, 2023	Westin Chicago Lombard, Lomard, IL (Joint meeting & ICCCP meetings)
May 2, 2023	In conjunction with ICCTA Lobby Day, Springfield, IL – Location to be determined
June 1, 2023	Bloomington-Normal Marriott Hotel & Conference Center, Normal, IL
September 8, 2023	Springfield, IL – Location to be determined
November 10, 2023	Chicago Marriott Schaumburg, Schaumburg, IL

### **ICCB MEETINGS:**

January 27, 2023	Harry L. Crisp II Community College Center, Springfield, IL
March 24, 2023	Illinois Valley Community College, Oglesby, IL
June 2, 2023	Bloomington-Normal Marriott Hotel & Conference Center, Normal, IL
July 2023	Subject to Call
September 15, 2023	Richland Community College, Decatur, IL
December 1, 2023	Harry L. Crisp II Community College Center, Springfield, IL

### **IBHE MEETINGS:**

January 18, 2023	TBD
March 15, 2023	TBD
June 14, 2023	TBD
August 16, 2023	TBD
November 15, 2023	TBD

### **ISAC MEETINGS:**

April 13, 2023	Virtual or Chicago Site
June 22, 2023	Virtual or Chicago Site
September 21, 2023	Virtual or Chicago Site
December 7, 2023	Virtual or Chicago Site

### **ACCT/AACC EVENTS:**

February 5 – 8, 2023	ACCT National Legislative Summit (NLS), Marriott Marquis, Washington, DC
October 9 – 12, 2023	ACCT Leadership Congress, Aria Resort and Casino, Las Vegas, NV

### **OTHER DATES/MEETINGS:**

April 4, 2023	Illinois consolidated election (including community college trustee elections)
April 27, 2023	Annual Phi Theta Kappa Banquet, President Abraham Lincoln Hotel, Springfield, IL
May 2, 2023	Last day for community college boards to conduct organizational meetings and seat trustees elected on April 4
May 19, 2023	Scheduled adjournment of the Illinois General Assembly
August 24 – 25, 2023	Professional Administrative Assistants Conference, College of DuPage, Glen Ellyn, IL





## ILLINOIS COMMUNITY COLLEGE SYSTEM

### EXCEPTIONAL QUALITY

- 🎓 Illinois is **#1 in the nation** in bachelor's degree completion rates among community college students who transfer (53.8 percent).
- 🎓 Earning an Associate of Applied Science or long-term certificate from an Illinois community college adds more than **\$570,000 in lifetime earnings**.
- 🎓 **Nine out of 10** of the state's community college graduates live, work, pay taxes, and raise their families in Illinois.
- 🎓 Community colleges contribute to Illinois' economic development by providing workforce training, increasing credential attainment, and closing the skills gap. Nearly **74 percent** of Illinois employers have hired a community college student.

### AFFORDABLE INSTRUCTION

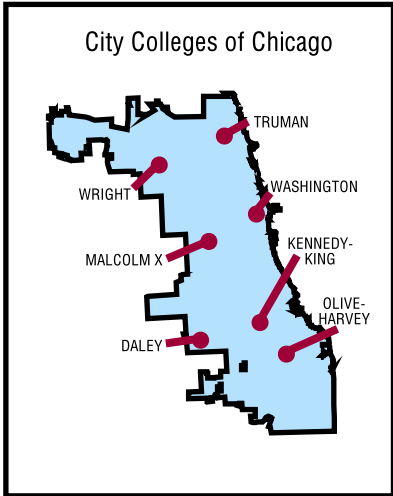
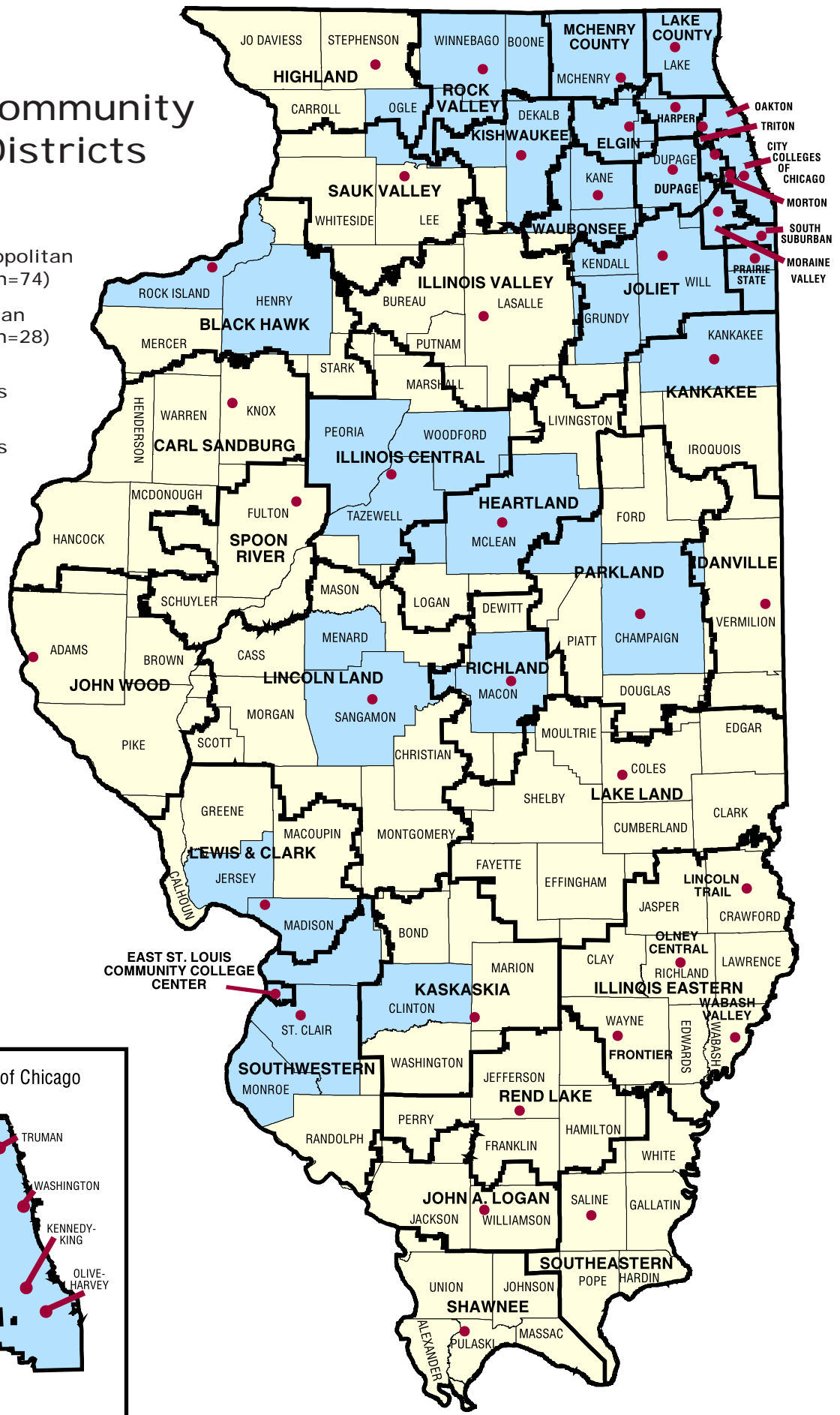
- 🎓 The average full-time Illinois community college student pays **\$4,410 per year in tuition and fees; nearly one-third the average tuition and fees** at Illinois public universities.
- 🎓 College costs can be reduced and students are able to gain access to college-level coursework during high school through dual credit. Community colleges offered **11,270 dual credit courses to 59,039 high school students**.
- 🎓 Illinois community colleges educate **60 percent of the students** enrolled in Illinois public higher education, but receive only **23 percent of the state's higher education funding**.

### ACCESS FOR ALL

- 🎓 The Illinois Community College System is the **third largest in the nation** with 48 community colleges and 39 college districts in Illinois.
- 🎓 Nearly **700,000 students** taking credit, noncredit, and community education courses walk through the doors of an Illinois community college each year.
- 🎓 The "typical" community college student is a **28 years old female enrolled part-time**.
- 🎓 Almost **two-thirds of all minorities** in Illinois public higher education attend community colleges, and over **18,000 students with disabilities and 40,000 students with limited English proficiency** are served each year.

# Illinois Community College Districts

- Non-Metropolitan Counties (n=74)
- Metropolitan Counties (n=28)
- District Boundaries
- County Boundaries





# CAMPUS MAP

1700 Spartan Drive, Elgin, IL 60123-7193

## Directory

### A BUILDING

- First Stop (Information Desk)
- Lost and Found
- Main Entrance

### B BUILDING

- Academic & Transfer Advising
- Admissions
- Bookstore
- Cafeteria/Student Lounges
- Career Development Services
- Disability Services/ADA
- Financial Aid & Scholarships
- First Year Programs & Student Life
- International Education & Programs
- Records & Registration
- Spartan Food Pantry
- Student Accounts
- Testing Center
- TRiO
- Veterans Services
- Wellness Services

### C BUILDING

- Center for the Enhancement of Teaching & Learning (CETL)
- Distance Learning (D2L)
- Intensive English
- Library
- Tutoring Center

### D BUILDING

- Print Shop/Copy Center
- ECC Police

### E BUILDING

- Dining Rooms
- Facilities Rental
- Seigle Auditorium
- Strategic Partnerships & Experiential Learning

### F BUILDING

- Student Computer Lab

### G BUILDING

- College Transitions & Secondary Partnerships
- Spartan Auditorium

### H BUILDING

- Blizzard Theatre
- Box Office
- Safety-Kleen Gallery One
- SecondSpace Theatre

### I BUILDING

- Culinary Arts Retail Store
- Spartan Terrace Restaurant

### J BUILDING

- Athletics
- Fitness Center
- Gymnasium
- Walking Track

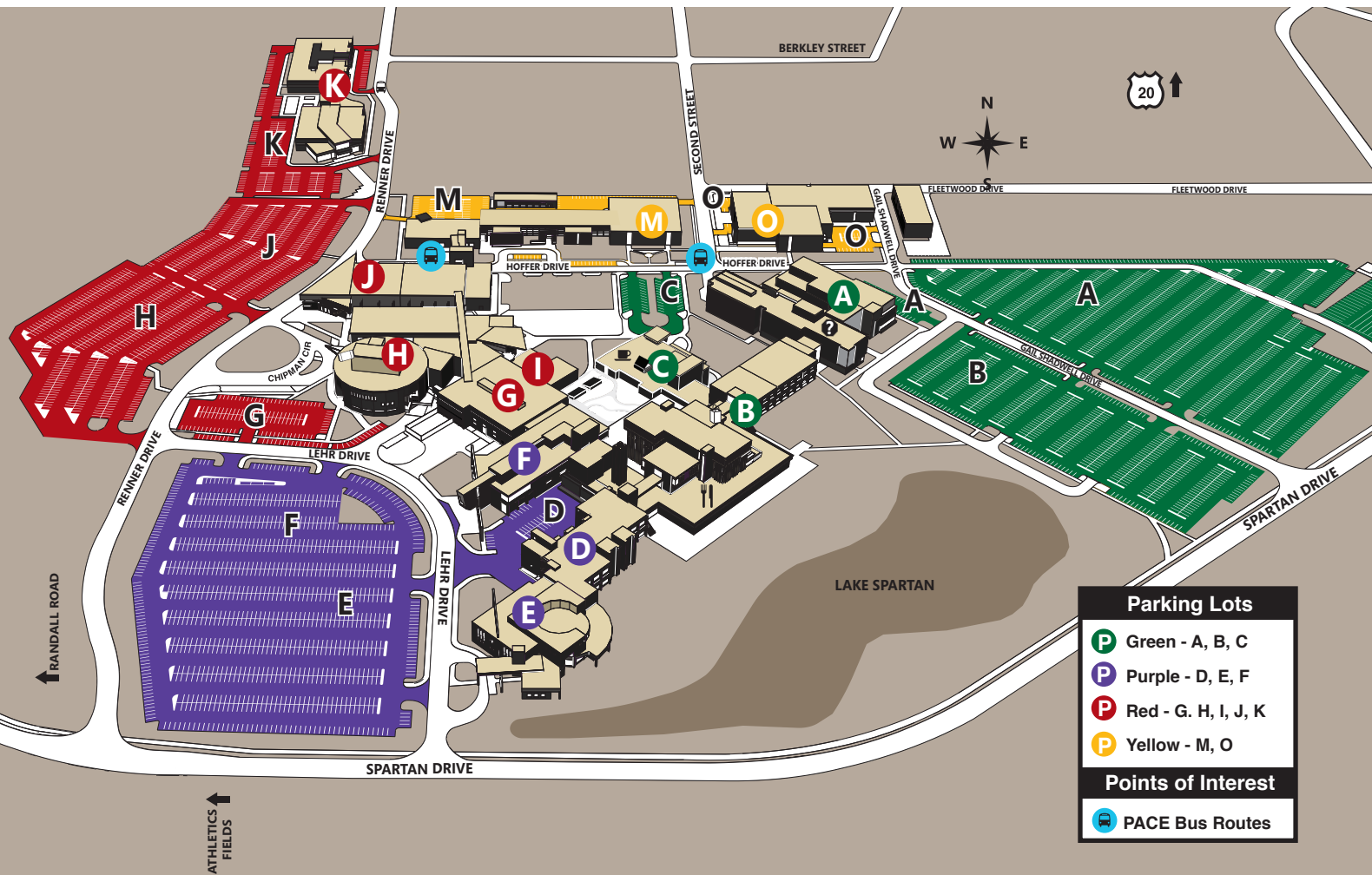
### K BUILDING

- Adult Basic Education Center (ABEC)
- Continuing Education/Corporate Training
- English as a Second Language (ESL)
- High School Equivalency/GED®
- TRiO/Upward Bound
- Workforce Development

### M BUILDING

- Early Childhood Lab School

### O BUILDING



**RESOLUTION ADOPTING FINAL RESULTS OF CONSOLIDATED ELECTION  
HELD APRIL 4, 2023**

**Recommendation**

The administration recommends that the Board of Trustees adopts the Resolution Adopting Results of Consolidated Election Held April 4, 2023.



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Dr. David Sam, President

**Background**

This recommendation is provided in accordance with Board Policy 2:1, which states,

[The Board of Trustees will ] . . . act in accordance with all applicable laws, rules and regulations in carrying out the mission of Elgin Community College and to uphold its statutory duties and powers as stipulated in the Illinois Compiled Statutes.

*Also,*

All elections held pursuant to this Act shall be governed by the provisions of the general election law. *(Source: P.A. 81-1490.)*  
*(110 ILCS 805/3-7.1) (from Ch. 122, par. 103-7.1)*

- (a) The election of the members of the board of trustees shall be nonpartisan and shall be held at the time and in the manner provided in the general election law.
- (b) Unless otherwise provided in this Act, members shall be elected to serve 6-year terms. The term of members . . . shall be from the date the member is officially determined to be elected to the board by a canvass conducted pursuant to the Election Code, to the date that the winner of the seat is officially determined by the canvass conducted pursuant to the Election Code the next time the seat on the board is to be filled by election.

*(110 ILCS 805/3-7) (from Ch. 122, par. 103-7)*

Staff Contact: Ms. Diane Kerruish, Board Recorder/Election Official, 847-214-7374

**BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 509  
COUNTIES OF KANE, COOK, DUPAGE, MCHENRY  
AND DEKALB, STATE OF ILLINOIS**

**RESOLUTION ADOPTING FINAL RESULTS OF CONSOLIDATED  
ELECTION HELD APRIL 4, 2023**

**WHEREAS**, on the 4th day of April, 2023, there was held by the Board of Trustees (hereinafter referred to as the "board") of Community College District No. 509, Counties of Kane, Cook, DuPage, McHenry and DeKalb, and the State of Illinois, in and for such district, an election for the purpose of electing four trustees, three for a six-year full term and one for a four-year term for said board, and

**WHEREAS**, said election was regularly called and held as provided by law, and the returns of said election have been certified as canvassed by the Kane County Clerk and filed with the board's recorder/election official, and the returns are now before this board the 1st day of May, 2023, and have been canvassed by this board, and this board is familiar therewith; now, therefore, be it

**RESOLVED** that the board finds, from a canvass of the returns of said election, that a total of 43,473 ballots were cast for candidates with the following list of candidates (presented in ballot order) receiving the number of votes ascribed to each for the six-year and the four-year terms for trustee:

Candidate for 6-year Term	County					Candidate Totals
	Kane	Cook	DuPage	McHenry	DeKalb	
Sergio Rodriguez	13,085	3,179	1,905	1,208	2	19,379
Patricia Arroyo	15,267	3,814	2,342	1,529	0	22,952
Jennifer Rakow	17,395	3,918	2,639	1,769	2	25,723
Lucio Estrada	9,446	2,043	1,362	961	0	13,812

Candidate for 4-year Term	County					Candidate Totals
	Kane	Cook	DuPage	McHenry	DeKalb	
Patrick Parks	19,031	4,701	3,284	2,137	0	29,153

and be it further

**RESOLVED** that, as a result of said election, the following candidates were elected to serve as trustees, for three six-year terms and one four-year term:

NAME	ADDRESS	CITY / STATE / ZIP
Sergio Rodriguez	1316 Shamrock Ln.	Pingree Grove, IL 60140
Patricia Arroyo	1274 Larkspur Ct	Pingree Grove, IL 60140
Jennifer Rakow	116 State Ave.	St. Charles, IL 60174
Patrick E. Parks	105 S. Pointe Ave.	South Elgin, IL 60177

And be it further

**RESOLVED** that the secretary or the secretary’s designee (recorder/election official) transmits copies of this resolution in executed form to each election authority having jurisdiction of Community College District No. 509 and a copy, thereof, to the State Board of Elections, and to take such actions as may be required by law.

**ADOPTED** this 1st day of May, 2023, at Elgin, Illinois.

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Present: \_\_\_\_\_

Student Advisory Vote: \_\_\_\_\_

\_\_\_\_\_  
Chair  
Board of Trustees

\_\_\_\_\_  
Diane Kerruish, Board Recorder  
Election Official

We, the undersigned, certify that the foregoing Resolution Adopting Results of Consolidated Election Held April 4, 2023, was adopted by the District 509 Board of Trustees this 1st day of May, 2023.

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Student Trustee

\_\_\_\_\_  
Trustee

**ELGIN COMMUNITY COLLEGE BOARD OF TRUSTEES  
AFFIRMATION OF SERVICE**

It is with the deepest sense of responsibility and conviction, as I assume my office as a Trustee of Elgin Community College, District 509 that I do solemnly affirm:

That I understand my authority exists only when acting collectively with my fellow board members, and that our authority is derived from, and obliged to serve, the interests of our entire community;

That I will exemplify ethical behavior and conduct that is above reproach;

That I will engage in an ongoing process of in-service education and continuous improvement;

That I will be prepared to participate in open, honest, and civil deliberation with my colleagues, vote my conscience rather than advance any special interests, and I will abide by majority decisions of the board, while retaining the right to seek changes in such decisions through ethical and constructive channels; and

That I will honor the division of responsibility between the board and the president; and

That I will contribute to creating a spirit of true cooperation and a mutually-supportive relationship in support of our community.

## ELECTION OF BOARD CHAIR

### Recommendation

The administration recommends that the Board of Trustees elects the board chair for a one-year term.



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Dr. David Sam, President

### Background

This recommendation is provided in accordance with Board Policy GP 8.2, which reads:

The chair shall convene the annual board organizational meeting in April or May, in accordance with current election regulations. The board shall elect a chair, a vice chair and a secretary. The vice chair shall fulfill the duties of the chair in the absence, inability or refusal to act by the chair. The secretary will oversee the appropriate signatory responsibilities of the board . . . .

and

. . . At all . . . organizational meetings, the chairman of the board, or, in his or her absence, the president of the community college or acting chief executive officer of the college shall convene the new board, and conduct the election for chairman, vice chairman and secretary. The board shall then proceed with its organization under the newly elected board officers . . . .

(110 ILCS 805/3-8) (from Ch. 122, par. 103-8)

Staff Contact: Dr. David Sam, President, 847-214-7374



## ELECTION OF BOARD SECRETARY

### Recommendation

The administration recommends that the Board of Trustees elects the board secretary for a one-year term.



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Dr. David Sam, President

### Background

This recommendation is provided in accordance with Board Policy GP 8.2, which reads:

The chair shall convene the annual board organizational meeting in April or May, in accordance with current election regulations. The board shall elect a chair, a vice chair and a secretary. The vice chair shall fulfill the duties of the chair in the absence, inability or refusal to act by the chair. The secretary will oversee the appropriate signatory responsibilities of the board . . . .

and

. . . At all . . . organizational meetings, the chairman of the board, or, in his or her absence, the president of the community college or acting chief executive officer of the college shall convene the new board, and conduct the election for chairman, vice chairman and secretary. The board shall then proceed with its organization under the newly elected board officers . . . .

(110 ILCS 805/3-8) (from Ch. 122, par. 103-8)

Staff Contact: Dr. David Sam, President, 847-214-7374

## ELECTION OF BOARD VICE CHAIR

### Recommendation

The administration recommends that the Board of Trustees elects the board vice chair for a one-year term.



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Dr. David Sam, President

### Background

This recommendation is provided in accordance with Board Policy GP 8.2, which reads:

The chair shall convene the annual board organizational meeting in April or May, in accordance with current election regulations. The board shall elect a chair, a vice chair and a secretary. The vice chair shall fulfill the duties of the chair in the absence, inability or refusal to act by the chair. The secretary will oversee the appropriate signatory responsibilities of the board . . . .

and

. . . At all . . . organizational meetings, the chairman of the board, or, in his or her absence, the president of the community college or acting chief executive officer of the college shall convene the new board, and conduct the election for chairman, vice chairman and secretary. The board shall then proceed with its organization under the newly elected board officers . . . .

(110 ILCS 805/3-8) (from Ch. 122, par. 103-8)

Staff Contact: Dr. David Sam, President, 847-214-7374

## APPOINTMENT OF THE TREASURER

### Recommendation

The administration recommends that the Board of Trustees approves the appointment of Dr. Kimberly Wagner as treasurer for a one-year term and affixes her compensation at the rate of \$1 per year.



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Dr. David Sam, President

### Background

This recommendation is provided in accordance with Board Policy GP 4.10, which reads:

. . . The chair will . . . appoint a college treasurer and fix his or her compensation with approval of the board at the annual organizational meeting.

and

. . . Community college boards shall appoint a treasurer to serve at the pleasure of the board. The treasurer may not be a member of the community college board. The board of the community college district shall fix the compensation of the treasurer.

110 ILCS 805/3-18 (from Ch. 122, part 103-18)

Staff Contact: Dr. David Sam, President, 847-214-7374

**APPOINTMENT OF AUDIT FIRM  
FISCAL YEAR 2023**

**Recommendation**

The administration recommends that the Board of Trustees approves the chair's appointment of Sikich LLP to conduct the annual audit for fiscal year 2023. The fee for preparation of the fiscal year 2023 audit and financial statements should not exceed \$87,600.



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Dr. David Sam, President

**Background**

This recommendation is provided in accordance with Board Policy GP 4.11, which reads:

[The chair will . . . ] Appoint auditors for the college, as recommended by the Finance Committee, with approval by the board at the annual organizational meeting.

and (110 ILCS 805/3-22.1) (from Ch. 122, par. 103-22.1)

[The board shall . . . ] cause an audit to be made at of the end of each fiscal year by an accountant licensed to practice public accounting in Illinois and appointed by the board.

The recommendation for the reappointment of Sikich LLP for the annual audit for fiscal year 2023 was presented and discussed at Finance Committee on March 13, 2023.

Funding Source: Audit Fund

Staff Contact: Dr. Kimberly Wagner, Vice President, Business and Finance, 847-214-7728

## APPOINTMENT OF LEGAL COUNSEL

### Recommendation

The administration recommends the Board of Trustees approves the appointment of law firms to act as legal counsel for the college.



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Dr. David Sam, President

### Background

This recommendation is provided in accordance with Board Policy GP 4.9, which reads,

[The chair will . . . ] Appoint legal counsel for the college with approval by the board at the annual organizational meeting.

The chair has appointed the following law firms to act as legal counsel for the college:

Huck Bouma PC  
1755 S. Naperville Road, Suite 200  
Wheaton, IL 60189

Smith Amundsen  
3815 East Main St., Suite A-1  
St. Charles, IL 60174

Hibbs Law LLC .  
224 W. Judd Street, Suite 8  
Woodstock, IL 60098

Husch Blackwell LLP  
120 S. Riverside Plaza, Suite 2200  
Chicago, IL 60606

Robbins, Schwartz, Nicholas, Lifton, &  
Taylor, Ltd.  
55 W. Monroe Street, Ste. 800  
Chicago, IL 60603

Littler Mendelson  
321 North Clark Street, Suite 1000  
Chicago, IL 60654

Staff Contact: Mr. Respicio F. Vazquez, General Counsel, 847-214-7760

**APPOINTMENT OF BOARD  
REPRESENTATIVES AND LIAISONS**

**Recommendation**

The administration recommends that the Board of Trustees approves the board Chair's appointments, as announced, of individual board members as representatives and liaisons to various committees of the college and external organizations.

Committee of the Whole	Entire Board of Trustees
Finance Committee Chair and Two Representatives	Trustee (Chair) Trustees (2)
Legislative Liaison	Trustee
Parliamentarian	Trustee
Elgin Community College Foundation Liaison	Trustee
Retreat Leader	Trustee
Illinois Community College Trustees Association (ICCTA) Representative and Alternate	Trustee Trustee
Association of Community College Trustees (ACCT) Liaison	Trustee

The administration also recommends that the Board of Trustees *reaffirms* its approval and support of ECC trustee participation through the end of the current term.

*ACCT Trustee Advisory Committee*

Trustee Ollayos



---

Dr. David Sam, President

**Background**

This recommendation is provided in accordance with Board Policy GP 5, which reads:

The board may establish committees to help carry out its governing responsibilities and will determine committee goals and limits of committee authority. . . .

and Board Policy GP 8.2, which reads,

. . . The board shall approve . . . board representatives to external organizations and board committees.

Staff Contact: Dr. David Sam, President, 847-214-7374

**2023 SCHEDULE OF BOARD MEETINGS, ELGIN COMMUNITY COLLEGE  
 Regular, Committee of the Whole and Finance Committee**

**Recommendation**

The administration recommends that the Board of Trustees confirms the following schedule of meetings for calendar year 2023, to be held in Building E on the Elgin Community College campus.

<b>REGULAR MEETINGS</b>		<b>COMMITTEE OF THE WHOLE*</b>		<b>FINANCE COMMITTEE*</b>	
<b>6:30 pm Seigle Aud</b>		<b>3:00 pm Seigle Aud</b>		<b>2:00 pm Rm 100.01</b>	
<b>January</b>	<b>24</b>	January	23		
<i>February</i>	<i>[No Meetings]</i>	<i>February</i>	<i>[No Meetings]</i>		
<b>March</b>	<b>14</b>	March	13	March	13
<b>April</b>	<b>11</b>	April	10		
<b>May</b>	<b>9</b>	May	8	May	8
<b>June</b>	<b>13</b>	June	12		
<i>July</i>	<i>[No Meetings]</i>	<i>July</i>	<i>[No Meetings]</i>		
<b>August</b>	<b>8</b>	August	7		
<b>September</b>	<b>12</b>	September	11		
<b>October</b>	<b>10</b>	October	9	October	9
<b>November</b>	<b>14</b>	November	13		
<b>December</b>	<b>12</b>	December	11	December	11

\* When the Finance Committee is scheduled to meet (four times per year), the Committee of the Whole will follow. Meeting times may be adjusted to accommodate agenda items.

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Dr. David Sam, President

**Background**

This recommendation is provided in accordance with Board Policy GP.3, which reads:

A schedule of regular board meetings will be adopted at the annual organizational meeting. All regular meetings are open and public.

*and*

. . . The board . . . shall fix a time and place for its regular meetings. . . Public notice of the schedule of regular meetings for the next calendar year, as set at the organizational meeting, must be given at the beginning of that calendar year. (110 ILCS 805/3-8) (from Ch. 122, par. 103-8) Sec. 3-8

Staff Contact: Dr. David Sam, President, 847-214-7374

**ADMINISTRATIVE LINE OF SUCCESSION  
DURING THE PRESIDENT'S ABSENCE**

**Recommendation**

The administration recommends that the Board of Trustees approves the president's recommended administrative line of succession, in the case of emergency during the president's absence:

- |   |                      |
|---|----------------------|
| 1. Vice president, teaching, learning and student development       | Dr. Peggy Heinrich   |
| 2. Vice president, business and finance                             | Dr. Kimberly Wagner  |
| 3. Vice president, planning, institutional effectiveness/technology | Dr. Phil Garber      |
| 4. General counsel  | Mr. Respicio Vazquez |
| 5. Marketing, communications and government relations officer       | Dr. Toya Webb        |



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Dr. David Sam, President

**Background**

This recommendation is provided in accordance with Board Policy BPR 4.2 and 4.3, which reads:

- BPR 4.2 If the president cannot designate an acting president for an absence of less than 30 days, administrative responsibility shall be in the following order:
- Vice president for teaching, learning and student development
  - Vice president for business and finance
  - Vice president, planning, institutional effectiveness/technology

In the absence of all of the above (1 – 5), the president or his/her designee shall designate the person who has administrative responsibility.

- BPR 4.3 In order to protect the board from sudden loss of presidential services, the president must have at least two other executives familiar with board and presidential issues and processes. The president will recommend to the board each year, at the organizational meeting, his or her designated line of succession.

In preparation for possible emergency, the president shall annually provide contact information for the above-named administrators to the ECC Police Department, which they shall maintain with confidentiality. In the case of the president's absence during an emergency situation, ECC Police will communicate with the administrator designated as next in succession.

Staff Contact: Dr. David Sam, President, 847-214-7374



**RATIFICATION OF THE AGREEMENT BETWEEN  
THE BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT 509  
AND  
THE ELGIN COMMUNITY COLLEGE FACULTY ASSOCIATION (ECCFA)**

**Recommendation**

The administration recommends the Board of Trustees of Community College District 509 ratifies the three (3) year Collective Bargaining Agreement, effective January 1, 2023 through December 31, 2025, with the Elgin Community College Faculty Association.



---

Dr. David Sam, President

**Background**

Negotiations between the Board of Trustees and the Elgin Community College Faculty Association commenced September 9, 2022, and a tentative agreement was reached on April 7, 2023. The Elgin Community College Faculty Association is scheduled to meet on April 30, 2023 to ratify the three (3) year Collective Bargaining Agreement.

Staff Contact: Respicio F. Vazquez, General Counsel, 847-214-7760

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## **Article I: Recognition and Bargaining Unit.**

### **1.1 Recognition and Bargaining Unit, Full-Time.**

The Board of Trustees of Community College District No. 509, counties of Kane, Cook, DuPage, McHenry, and DeKalb, and the State of Illinois, hereinafter referred to as the Board, recognizes the Elgin Community College Faculty Association (ECCFA), Illinois Federation of Teachers, AFT/AFL-CIO, IFT Local 3791, hereinafter referred to as the Association, as the exclusive bargaining representative for all full-time faculty as defined in Paragraphs 103B-1 through paragraphs 103B-6 of the Illinois Public Community College Act, including faculty and librarians, but excluding instructors employed by the College who are assigned full-time to the state correctional facilities, laboratory assistants, laboratory coordinators, and any management or supervisory employees.

### **1.2 Recognition and Bargaining Unit, Adjunct Faculty II.**

The Board of Trustees of Community College District No. 509, counties of Kane, Cook, DuPage, McHenry, and DeKalb, and the State of Illinois, hereinafter referred to as the Board, recognizes the unit adjunct faculty II that meet one of the following criteria:

1. teach at least twelve (12) credit or contact hours for three (3) out of four (4) consecutive years beginning with their first semester of adjunct employment. This excludes independent study and summer assignments; or
2. teach at least six (6) credit or contact hours per semester for six (6) of eight (8) consecutive semesters. This excludes independent study and summer assignments; or
3. work at least 596 hours per 12-month period for three (3) out of four (4) consecutive years beginning with the librarian's start date (effective August 1994).

Once eligible, recognition as a Unit Adjunct Faculty II begins the Spring or Fall semester following completion of the requirement for teaching faculty. Unit Adjunct Faculty II librarians will be recognized beginning for the first pay period after meeting their requirement.

Employment prior to the Fall 1989 semester shall not be used in determining entry into the unit.

### **1.3 Recognition and Bargaining Unit, Adjunct Faculty I.**

The Board of Trustees of Community College District No. 509, Counties of Kane, Cook, DuPage, McHenry, and DeKalb, and the State of Illinois, hereinafter referred to as the Board, recognizes the unit adjunct faculty I that meet one of the following criteria:

1. teach at least (3) credit hours for three consecutive semesters. This excludes independent study and summer assignments.
2. work as library faculty at least 447 hours for one 18-month period from the initial hire date as a library faculty.

In the case of qualification under paragraph (1) above, once eligible, recognition as a Unit Adjunct Faculty I begins when the faculty member teaches a class or classes in the fourth consecutive semester. In the event that an individual does not teach the fourth consecutive semester, eligibility



would be pending until the fifth consecutive semester. If an individual does not teach in the fifth consecutive semester, he/she will not be eligible for UAFI status and must requalify.

In the case of qualification under paragraph (2) above, unit Adjunct Faculty I librarians will be recognized beginning the first pay period after meeting the requirement provided they are rehired at the end of their 18-month qualifying period.

Section 1.3 from the 1/1/14 to 12/31/16 collective bargaining agreement shall apply to adjunct faculty employed prior to January 1, 2017 provided they enter the unit no later than spring 2018.

## **Article II: Association-Board Relations.**

### **2.1 Non-Discrimination.**

The Board and the Association, in accordance with applicable law, shall not discriminate against any faculty member on the basis of race, color, national origin, religion, gender, age, physical and mental disability, marital status, sexual orientation, gender identification, genetic information, veteran status, ancestry, citizenship status, arrest record, military status, unfavorable discharge from military service, or any other legally protected class, or membership or participation in, or association with, the lawful activities of any organization. If a grievance alleging the violation of this section is appealed to the Grievance Procedure (arbitration), as a condition precedent to proceeding to arbitration, it shall be accompanied by a full and complete waiver by the grievant(s) involved and by the Association of the right to assert the substance of such grievance in any other forum or before any court or agency, provided nothing herein shall be construed as compelling the grievant(s) or the Association to execute such waiver, and the execution or non-execution of such waiver shall not be precedential in any regard.

### **2.2 Information to the Association.**

The Board shall make available public information necessary to the conduct of negotiations. This shall include relevant financial statistics. Such materials shall be provided within a reasonable time following a written request by the Association President or designee. This section shall not be construed as requiring the Board to research or compile data.

### **2.3 Board Meetings.**

A copy of the Board agenda, non-confidential exhibits and minutes shall be made available to the Association President or designee within a reasonable time following the distribution to the Board. A copy of materials furnished to representatives of the press and other organizations at Board meetings shall concurrently be made available to the Association President or designee.

### **2.4 Bulletin Board.**

The Association shall be provided with reasonable bulletin board space for the posting of notices and materials relating to Association activities. Such materials shall be identified with the name of the Association, signed by an appropriate officer thereof, and shall include an expiration date. Such

materials shall not be derogatory of any person associated with the College. All posting of notices and materials shall be subject to the current rules and regulations governing bulletin boards.

### **2.5 Mailboxes.**

The Board shall permit the Association to place official Association materials in the mailboxes of faculty subject to reasonable Board regulations. This authorization shall terminate forthwith if any governmental agency or court of competent jurisdiction shall determine such mail services cannot be utilized without the affixation of postage or payment of fee. This privilege is granted exclusively to the Association.

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

The Association may utilize College meeting room facilities by making a proper request in accordance with College procedures. The Association may use normal classroom equipment available to faculty but will reimburse the College for any extraordinary expenses in accordance with College procedures. The Board will make available to the Association a room that is mutually acceptable.

### **2.7 Dues Checkoff.**

The Board will deduct from the pay of each member of the bargaining unit from whom it receives written authorization the designated amount of union dues. Written requests for deductions or revocation of deduction will be processed in accordance with the payroll calendar.

The amount deducted for any individual faculty member shall be verified by the Association and not changed for at least one (1) year. Union dues will be processed against member pay each pay period. To change the dues rates and reset members' progress toward meeting any established limit, the ECCFA must submit the dues rate information to the Human Resources department in accordance with the deadlines set forth in the payroll calendar.

The dues and a list of faculty from whose pay the dues have been deducted, along with the amount deducted from each, shall be forwarded to the Association Treasurer no later than seven (7) working days after such deductions were made.

The Association shall indemnify and hold harmless the Board, its members, officers, agents, and employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability that shall arise out of complying with the above provisions of this article, or in reliance on any list, notice, certification, affidavit, or reassignment furnished under any such provisions.

### **2.8 Printing of Agreement.**

The Board shall be responsible for the reproduction of the agreement and it shall be in a form mutually agreed upon. The cost of typing and reproduction shall be shared equally by the Board and the Association.

### **2.9 Committee Appointment and Participation.**

From time to time the College President or Administration will establish ad hoc or standing advisory committees which will include representation from the Association. The College President or

Administration will determine the number of faculty representatives needed. When faculty representation is requested, the Association will consult with the Administration and will select these members within ten (10) school days of receipt of the request and encourage diverse participation from the faculty consistent with the job description in Appendix B of this contract. Insofar as is possible or logical, membership will be in proportion to the number of faculty in each of the divisions of the College. After ten (10) school days, if the Association is unable to fulfill the request, the Administration shall appoint, in consultation with the Association, faculty representatives to the committee. For the purpose of committee appointments, full-time librarians, ESL, and ABE faculty shall be considered to constitute one division of the College.

## **2.10 Fair Share [Intentionally Deleted 2023].**

### **2.11 No Strike Pledge.**

The Association agrees that it will not instigate, engage in, support, encourage or condone any strike, work stoppage or other concerted refusal to perform work by the faculty covered by this Agreement while this Agreement is in effect.

### **2.12 Resolution of Matters Not Covered by This Agreement.**

In the event that during the terms of this Agreement either the Board or the Association desires a change in any wages, hours, terms or conditions of employment not covered by this Agreement, the party desiring the change shall notify the other party in writing of the specific change requested.

A committee consisting of an equal number of Board and Association appointees shall meet to consider the requested change and any alternatives that may exist and make recommendations, if any, to the Board and Association. Upon approval by the Board and the Association Senate the recommendations shall be implemented.

Where either party fails to approve the committee recommendations or where the committee decides to make no recommendation, the party which initiated these procedures may either withdraw its requested change or seek resolution through mediation by notifying the other party in writing of such intent. The party which initiated these procedures shall bear the cost of the mediator's services.

The parties shall attempt to agree upon an impartial chairperson, who shall serve for the term of this Agreement. Where the parties are unable to agree upon an impartial chairperson, they shall jointly follow the procedures of the American Arbitration Association and select an impartial chairperson through the American Arbitration Association.

Mediation shall continue for a period not to exceed thirty (30) calendar days or three (3) mediation sessions, whichever shall first occur, unless the parties jointly agree to extend such time limit.

If such mediation fails to resolve the matter, the impartial chairperson shall recommend a settlement in writing. The parties shall consider the settlement in good faith but neither shall be required to

bargain any such change notwithstanding any obligation under law to do so in the absence of this provision.

### **2.13 Management Rights Clause.**

The Elgin Community College Board of Trustees, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in by the laws and the Constitution of the State of Illinois and the United States, including, but without limiting the generality of the foregoing, the right:

1. To the executive management and administrative control of the College, its properties and facilities.
2. To hire all employees and subject to the provisions of law and procedures as outlined in this contract determine:
  - a. employee qualifications
  - b. conditions for their continued employment
  - c. conditions for their dismissal
  - d. conditions for demotion or reduction in force
  - e. conditions for promotion and transfer of all such employees.
3. To approve curriculum and courses of instruction, including special programs deemed necessary or advisable by the Board.

## **Article III: Grievance Procedure.**

### **3.1 Definitions.**

A grievance is any claim by faculty or the Association that there has been a violation, misrepresentation or misapplication of the terms of this contract.

A school day, for the purpose of the grievance procedure, is a day on which the Administrative Offices are open, excluding Saturdays and Sundays.

### **3.2 Time Limits.**

1. All time limits shall be in school days.
2. Failure on the part of the administration to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step.
3. Failure on the part of the grievant or the Association to meet the time limits shall result in the grievance being withdrawn.
4. The time limits may be extended by mutual agreement of the parties.

### **3.3 Filing.**

The written grievance shall be filed either by the Association 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 might reasonably have become aware of the occurrence. The written grievance shall identify the grievant, summarize the relevant facts, identify the provisions of the Agreement allegedly violated, and describe the remedy which is requested.

The grievance shall be filed with the Chief Human Resources Officer and copied to the immediate supervisor.

### **3.4 Formal Procedure.**

Upon receipt of the written grievance, the Chief Human Resources Officer shall have full authority to resolve the grievance. The parties shall meet and otherwise communicate as often as they jointly agree in a good faith effort to resolve the grievance. "Good faith" shall mean that the parties shall meet and otherwise communicate with an open mind and a sincere effort to resolve the matter(s) before them. The parties may include any individual(s) who may contribute to the resolution of the grievance in their meeting(s).

Any tacit or active refusal by either party to conduct itself in good faith shall work to the detriment of that party in arbitration if the other party raises such matter. The charging party shall carry the burden of proving any alleged lack of good faith.

#### **Step One: Chief Human Resources Officer and Immediate Supervisor**

Not later than thirty (30) days after the filing date of the grievance, Human Resources shall submit a written response to the President of the Association, Association Grievance Chair and supervisor. Such response shall contain the full and complete reasons for award, denial, or joint resolution of the grievance.

#### **Step Two: College President**

If the Association is not satisfied with such response, it shall, if it desires, advance the grievance to the College President not later than fifteen (15) days from receipt of Human Resources' written response. Upon receipt of the written grievance, the President shall either represent the Board directly or appoint a management representative with full authority to resolve the grievance. The College President shall provide a written response to the President of the Association and Association Grievance Chair within fifteen (15) days of receipt of the advanced grievance.

#### **Step Three: Arbitration**

If the Association is not satisfied with such Board response, it shall, if it desires, proceed to binding arbitration by notifying the President or designee not later than fifteen (15) days from the date of the Board's written response. No individual or organization other than the Association shall have the right to proceed to binding arbitration. If the notice is not filed with the President or designee within fifteen (15) days of the Board's written response or if there has been no mutual agreement to extend such time limits, the grievance shall be deemed withdrawn without prejudice or precedent.

The parties shall appoint a panel of arbitrators mutually approved by the legal representatives of each party.

The names of such arbitrators shall be listed numerically by lot and shall be in the possession of each party.

Each arbitrator in turn shall be contacted by the parties until one is available to participate in the grievance arbitration case pursuant to the conditions set forth herein.

Such panel of arbitrators may be available to hear cases in more than one district represented by IFT/AFT and, if such is the matter, for the next such case that arises in whichever district, the first arbitrator to be contacted shall be the one on the list immediately following the one who rendered the decision in the immediately preceding case.

Before the same arbitrator can be used in cases in the same district in any twelve-month calendar period, the parties shall first proceed through the entire rotation of arbitrators. If none is available and if either party objects to the use of the same arbitrator during such twelve-month period, the parties shall attempt to agree on an alternate arbitrator. If such agreement is not concluded within one week from the date of either party's original objection, the American Arbitration Association rules shall be used.

Such panel of arbitrators shall continue for at least two years. At the request of either party any name(s) shall be deleted from such panel after two years and replaced by any mutually approved arbitrator(s) whose name(s) shall fill the slot vacated by the deleted arbitrator(s) or added to the end of the list if it is expanded. No pending case shall be delayed as the result of the deletion for any reason of an arbitrator from the list.

Once the arbitrator has been selected, every effort shall be made to schedule the hearing within thirty (30) calendar days of the date of appeal to arbitration. If the hearing cannot be scheduled within sixty (60) calendar days of such appeal, the next available arbitrator shall be selected unless the parties otherwise mutually agree.

Briefs if required shall be due within thirty (30) calendar days of the completion of the hearing. Briefs shall be submitted in duplicate directly to the arbitrator, who upon receipt shall submit one copy to each party.

The arbitrator's decision shall be due within thirty (30) calendar days of his/her receipt of both briefs.

Failure of either or both parties to comply with any of the rules incorporated herein shall result in enabling either or both parties to implement American Arbitration Association procedures to (a) select an arbitrator for any pending grievance arbitration case and (b) resolve any dispute over failure to comply with these rules.

These rules shall become effective upon agreement of the arbitrators included herein to serve on such panel. Until such agreement is reached, the American Arbitration Association shall be used.

### **Authority of Arbitrator**

The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the specific issues submitted in writing and shall have no authority to make any decision or recommendation on any other issue not submitted. The decision of the arbitrator shall be final and binding on the parties.

### **3.5 Expense of Arbitration.**

Each party shall bear the full cost of its representation in the arbitration. The cost of the arbitrator and of the American Arbitration Association shall be divided equally between the Board and the Association. If either party requests a transcript of the proceedings, that party shall bear the full cost of such transcripts. If both parties request a transcript the cost shall be equally divided. If the arbitrator requests a copy of the transcript these costs shall be divided equally between the Board and the Association.

### **3.6 Evidence and Hearings.**

At all steps of the grievance procedure and arbitration it is the right of the administration/board and the grievant and the Association to be represented.

## **Article IV: Conditions of Employment.**

### **4.1 Academic Freedom.**

1. Each faculty member is free to present instructional materials and to discuss issues which are pertinent to the subject and level taught within the parameters of the course or activity. Each faculty member is expected to present all facets of pertinent controversial issues in an unbiased manner. Further, the faculty member should be careful not to introduce into his/her teaching controversial matter which has no relation to his/her subject.
2. Each faculty member is entitled to full freedom in research and in the publication of the results, subject to satisfactory performance of his/her other academic duties; but research for pecuniary return should be based upon current Board policies.
3. Each faculty member is a citizen, a member of a learned profession, and a representative of an educational institution. When he/she speaks or writes as a citizen, he/she should be free from institutional censorship or discipline, but his/her special position in the community imposes special obligations. As a person of learning and an educational representative, he/she should remember that the public may judge his/her profession and his/her institution by his/her utterances. Hence, he/she should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that he/she is not an institutional spokesperson.

### **4.2 Instructor Workload.**

All full-time teaching faculty shall be required to teach a minimum of thirty (30) credit or contact hours annually. Faculty who have satisfied the minimum load requirement and teach in excess of thirty (30) credit or contact hours shall be paid at the voluntary overload rate for the full number of

excess credit or contact hours. Any assignment above thirty (30) credit or contact hours which is not voluntary shall be considered involuntary overload, except any class needed to make credit or contact hour load shall be considered voluntary.

### **4.3 [Previously Intentionally Deleted].**

### **4.4 Librarian Workload.**

Librarians shall work thirty-five (35) hours per week the same number of weeks during the academic year as instructional faculty. Schedules will be assigned by the dean/supervisor after consultation with the librarians. If a librarian works in excess of thirty-five (35) hours in a week, the librarian shall earn compensatory time at the rate of one (1) hour for each hour worked in excess of thirty-five (35) per week with the approval of the dean/supervisor. Compensatory time shall be taken on days during the academic year on which full time instructors are at work with the approval of the dean/supervisor. Disagreements about scheduling may be appealed to the Vice President of Teaching, Learning and Student Development.

For more information regarding Librarian Workload, see Section 6.16.

### **4.5 Office Hours.**

Instructors shall, unless a reduction for multiple locations applies, hold not less than ten (10) office hours per week five (5) of which will be held in person and occur on a regularly scheduled basis, three (3) of which may be held virtually and occur on a regularly scheduled basis, and two (2) of which may be held by appointment (possible hours for appointment shall be provided to students, as applicable). Regularly scheduled office hours shall include a minimum of sixty (60) minutes of office hours each day they are assigned teaching responsibilities. Office hours that are held in person shall be held on campus in the instructor's office or laboratory, or another place on campus that is mutually convenient to the instructor and students. Office hours held virtually shall be delivered through one of the College's supported meeting software platforms or learning management system and shall be preestablished and consistent throughout the semester, aside from by appointment hours. Faculty shall be logged in to a College supported meeting software platform during all scheduled virtual office hours. Faculty may use alternative platforms if requested by students. Additionally, when communicating with students during virtual office hours, the faculty member's camera must remain turned on when students are present. Also, faculty should not be in transit while providing virtual office hours.

An office hour schedule must be submitted electronically to the dean or dean's designee for approval by the first school day after the initial day on which the instructor is scheduled to teach. For the purpose of this section, a school day is a day on which the administrative offices are open, excluding Saturdays and Sundays. This may be extended in the case of extenuating circumstances upon request to the dean or dean's designee, which shall not be arbitrarily or capriciously denied. Modified or updated office hours may be submitted to the dean or dean's designee at any time.



All office hours will be posted outside the instructor's office and within the learning management system. Office hour schedules must include days, times, and locations. If the instructor is unable to hold scheduled office hours, the dean or dean's designee must be notified, by email prior to the scheduled change or as soon as possible. Each instructor shall schedule office hours at times convenient for the students.

If a faculty member teaches at multiple locations, then the total number of required office hours shall be reduced by one (1) hour if the faculty member is assigned to two (2) or more locations one (1) day per week and reduced by two (2) hours if assigned to two (2) or more locations two (2) or more days per week, except that such reduction shall not be applicable to any assignment which is part of a voluntary overload.

#### **4.6 Other Professional Duties.**

In addition to the twenty-five (25) hours per week (15 credit/contact hour load and 10 office hours) required of full-time teaching faculty, full-time teaching faculty are expected to perform additional duties in accordance with Appendix B-1: Full-time Teaching Faculty Job Description. It is expected that performing these additional duties shall normally take a minimum of ten (10) hours per week.

#### **4.7 Outside Employment.**

Any professional/educational work performed by faculty outside the College during the academic year must be reported in writing or e-mail to the dean/supervisor as soon as reasonably possible prior to the commencement of such work. Faculty shall not perform any outside professional services which constitutes a conflict of interest with his/her primary job at Elgin Community College or provides impairment to the performance of the fulltime job at Elgin Community College.

#### **4.8 Full-Time Faculty Workload.**

Full-time faculty workload shall be assigned by the dean/supervisor in consultation with the faculty in the division. To the extent feasible, all full-time faculty will be assigned their contractual teaching load between the hours of 8 a.m. and 5 p.m., Monday through Friday. Should it not be possible to assign the regular contractual teaching load to a faculty member between these hours for any reason, the remainder of the load may be scheduled in the evening session or on Saturday. No more than five (5) consecutive days will be assigned during a week. A faculty member may not be assigned a Saturday class more than one (1) semester per academic year without his/her permission except when it is necessary to fill a full-time load. Other schedules may be made by mutual agreement between the faculty member and the appropriate dean. Conflicts may be appealed to the Vice President of Teaching, Learning and Student Development. However, the dean/supervisor, with the approval of the Vice President of Teaching, Learning and Student Development, maintains the discretion to assign courses or workload based on the interest of the College.

Load shall be offered and then assigned according to 4.29 Load Assignment Protocol.

#### **4.9 Team Teaching.**

For the purpose of this contract, team teaching will be defined as one (1) class section taught by multiple faculty who are each in instructional contact concurrently with all students in the section.

With prior written approval of the Vice President of Teaching, Learning and Student Development, faculty shall each be granted voluntary overload pay for participating in team teaching.

The maximum class size for the purpose of team teaching will be defined as in the agreed upon Master Course Table.

Courses designated in the class schedule for team teaching shall be taught only with a team teaching approach. If the minimum class size is not reached the Vice President of Teaching, Learning and Student Development may cancel the class.

#### **4.10 Block Teaching.**

For the purpose of this contract, block teaching will be defined as the teaching of a class section by more than one faculty with each teaching separate and different portions of the class.

The credit/contact load assigned to faculty teaching in a block teaching format shall be calculated in proportion to the credit/contact load delivered by each faculty.

Class size maximums shall be in accordance with Section 4.23 of this contract.

Minimum class size shall be handled in the same way as courses not utilizing a block teaching approach.

For example, if four (4) faculty each teach one-fourth (1/4) of a four (4) credit/contact hour course, each will have one (1) credit/contact hour counted in his/her load and compensation will be based on this proportion of the course/credit hour load.

#### **4.11 Online Learning.**

For the purpose of this contract, instruction through online learning shall be defined as:

##### **Asynchronous Instruction**

Asynchronous instruction shall refer to sections that utilize the Internet as the principal source of access to content, assessment and communication for the students and faculty members.

Asynchronous sections utilize the adopted Learning Management System (LMS) as the sole source of access and do not include either traditional in-person requirements or synchronously delivered instruction. If a third party, such as Illinois Articulation Initiative (IAI), requires proctored exams for articulation or accreditation, proctored exams shall be required in line with those requirements. With prior approval from the Dean or Dean's designee, which shall not be arbitrarily or capriciously denied, additional online courses may be approved to allow an in-person proctored testing requirement. Faculty are responsible for administering any proctored exams required within an asynchronous section, and students shall be given a reasonable designated timeframe in which to

complete their proctored exam. Faculty may allow for external proctoring if requested by the student, with approval from the Dean or Dean's designee.

### Synchronous (SYNC) Instruction

SYNC instruction shall refer to sections that utilize the Internet as the principal source of access to content and for the students and faculty members' communication, but which also include regularly scheduled synchronous meetings through online meeting software. SYNC sections utilize the adopted Learning Management System (LMS) as the sole source of access and do not include in-person meetings. If a third party, such as Illinois Articulation Initiative (IAI), requires proctored exams for articulation or accreditation, proctored exams shall be required in line with those requirements. With prior approval from the Dean or Dean's designee, which shall not be arbitrarily or capriciously denied, online courses may be approved to allow an in-person proctored testing requirement. Faculty are responsible for administering any proctored exams required within a SYNC section, and students shall be given a reasonable designated timeframe in which to complete their proctored exam. Faculty may allow for external proctoring if requested by the student, with approval from the Dean or Dean's designee. Synchronous meetings are delivered through an ECC adopted meeting platform.

### Hybrid Instruction

Hybrid instruction shall refer to sections in which not more than 50 percent of instruction, evaluation and communication is provided electronically via the adopted LMS. Time required in a traditional classroom setting is reduced but not eliminated and may include instruction and/or proctored exams. Faculty are responsible for administering any proctored assessments required within a hybrid section.

Section modality will be determined by the Dean or Dean's designee. This includes identifying whether a section will meet in person or via an online modality including asynchronous, SYNC, or hybrid.

To promote faculty involvement in online learning, the College will, to the extent feasible, provide available technical training for faculty teaching online learning sections at no expense to the faculty member and provide professional development opportunities that support online learning.

The faculty member shall own any online materials they develop, but the College shall have the continuing right to use materials developed with College resources. Also see Article IX Intellectual Property.

The development and teaching of online sections are assigned and approved in writing by the Dean or Dean's designee. Online section seat maximums shall be in accordance with the agreed upon Master Course Table.

### **1. Qualifications for Teaching Online Learning**

Beginning in the Spring 2023 semester, any faculty members teaching online learning classes will need to meet these requirements:

- a. Prior to teaching online at ECC for the first time, faculty members will be required to complete one of the following:
  - i. Completion of the “Techniques for Managing the Enhanced Classroom” and “Online Instruction and Assessment Practices” workshops provided through CETAL,  
  
OR
  - ii. Completion of one of the following online instruction external training/certification programs including, but not limited to:
    1. Master Online Teacher Certificate from the Illinois Online Network;
    2. Quality Matters (QM) Teaching Online Certificate;
    3. Online Teaching Certificate from the Online Learning Consortium;
    4. Advanced Online Teaching Certificate from the Online Learning Consortium;
    5. Other notable programs accepted at the discretion of the Dean, in consultation with the Dean of Academic Resources.  
OR
  - iii. With the Dean's approval, which shall not be arbitrarily or capriciously denied, prior online teaching experience.
- b. At times, due to needs of the program and institution, the Deans can approve a faculty member to teach online while concurrently completing required professional development.

## **2. Asynchronous Course Development.**

- a. A faculty member will receive compensation at the voluntary overload rate for the approved development or redevelopment of an asynchronous course equivalent to the credit hours of the course. Proposed courses must be submitted in writing for review and pre-approved in writing by the Dean or Dean’s designee.
- b. The materials developed for the approved new or redeveloped asynchronous course will be delivered to the appropriate instructional Dean or Dean’s designee at least three months prior to the implementation date of the course and are subject to written approval. At the Dean’s discretion, the deadline for submission may be

changed. Developed courses must reside within an ECC supported LMS course shell and must include:

- i. A syllabus for the full semester or as otherwise approved by the Dean or Dean's designee;
  - ii. Implementation of a clearly navigable structure minimally including:
    - 1. Welcome/Introduction News item posted on the section homepage;
    - 2. Instructor contact information on the homepage, along with office hours;
    - 3. Clearly delineated units or modules aligned with the Master Course Outline which include instructions for completing the activities within each module;
    - 4. Clearly stated learning objectives for each unit or module;
    - 5. Assigned resources for each unit or module including clear descriptions of what to link to within publisher's materials;
    - 6. Discussion boards supporting each unit or module and one for general questions are recommended;
    - 7. A list of example assignments for the course that could be used to assess student learning;
  - iii. Adherence to ECC's adopted quality rubric for online learning, including course policies in line with that quality rubric;
  - iv. Publishers materials need to be linked from within the LMS shell.
- c. Payment will be processed upon final delivery and approval of the final product by the Dean or Dean's designee.
  - d. Faculty who utilize publisher materials as the primary source of instruction will not be compensated for course development.
  - e. At the Dean's discretion, a fully online course may be developed from an archived hybrid course. In this case, the payment rate shall be 30 percent of the voluntary overload rate for full-time faculty or the unit adjunct faculty member rate, equivalent

to the number of credit hours of the course to be developed. However, if the new online course utilizes publisher content pursuant to (d) above, the faculty member shall not be compensated.

### 3. **Teaching Asynchronous Sections:**

- a. A faculty member who is scheduled to teach an asynchronous section and was not paid to develop that same asynchronous course will receive a stipend in addition to regular compensation the first time he/she teaches the course in an asynchronous format, and the first time he/she teaches the course in a new or (as determined by the Dean or Dean's designee) substantially upgraded Learning Management System. This stipend shall equal 15 percent of the voluntary overload rate or the Unit Adjunct rate for each credit/contact hour of the asynchronous class.
- b. At the Dean's discretion, the class maximum may be limited the first time a faculty member teaches a section in this format.
- c. If an asynchronous section is taught by full-time faculty, the combined asynchronous, SYNC, and hybrid assignment shall not exceed sixty percent (60%) of the faculty member's minimum load unless approved in writing by the Dean or Dean's designee.
- d. If an asynchronous section is taught by a full-time faculty member, compensation shall be paid as regular load, independent study, voluntary overload or summer school rate, whichever is applicable and accepted by the faculty member. If an asynchronous section is taught by a UAF I or II faculty member, the compensation shall be paid at his/her pay rate or independent study rate, whichever is applicable and accepted by the faculty member.

### 4. **Synchronous (SYNC) Course Development**

- a. A faculty member will receive compensation at the voluntary overload rate for the approved development or redevelopment of a SYNC course, not previously developed, equivalent to the credit hours of the course. Proposed courses must be submitted in writing for review and pre-approved in writing by the Dean or Dean's designee.
- b. The materials developed for the approved new SYNC course will be delivered to the appropriate Dean or Dean's designee at least three months prior to the implementation date of an assigned section and are subject to written approval. At the Dean's discretion, the deadline for submission may be changed. Developed courses must reside within an ECC supported LMS course shell and must include:
  - i. A syllabus for the full semester or as otherwise approved by the Dean or Dean's designee;

- ii. Implementation of a clearly navigable structure minimally including:
  - 1. Welcome/Introduction News item posted on the section homepage;
  - 2. Instructor contact information on the homepage, along with office hours;
  - 3. Clearly delineated units or modules aligned with the Master Course Outline which include instructions for completing the activities within each module;
  - 4. Clearly stated learning objectives for each unit or module, including an outline of content to be covered in online and SYNC interactions;
  - 5. Assigned resources for each unit or module including clear descriptions of what to link to within publisher's materials;
  - 6. Discussion boards supporting each unit or module and one for general questions are recommended;
  - 7. A list of example assignments for the course that could be used to assess student learning.
- iii. Synchronous sessions must be delivered using a video conferencing platform supported by ECC.
- iv. Adherence to ECC's adopted quality rubric for online learning, including course policies in line with that quality rubric;
- v. Publisher's materials need to be linked from within the LMS shell.
- c. Payment will be processed upon final delivery and approval of the final product by the Dean or Dean's designee.
- d. Faculty who utilize publisher's materials as the primary source of instruction will not be compensated for course development.
- e. At the Dean's discretion, a SYNC course may be developed from an existing hybrid archived course. In this case, the payment rate shall be 30 percent of the voluntary overload rate for full-time faculty or the unit adjunct faculty member rate, equivalent to the number of credit hours of the course to be developed. However, if the new SYNC course utilizes publisher's content pursuant to (d) above, the faculty member shall not be compensated.

## 5. Teaching a Synchronous (SYNC) Section

The instructor will determine the ratio of synchronous hours and online content based on an understanding of the learning environment and as approved in writing by the Dean or Dean's designee prior to the scheduling of the section. Synchronous sessions must be taught from a location conducive to managing the learning environment.

Synchronous hours for Adult Education courses will be determined by the Dean or Dean's designee of that division to ensure ICCB adult education guidelines for units of instruction under adult education grants are met.

- a. A faculty member who was not paid to develop a SYNC course will receive a stipend in addition to regular compensation the first time he/she teaches the course in a SYNC format, and the first time he/she teaches the SYNC course in a new or (as determined by the Dean or Dean's designee) substantially upgraded Learning Management System. This stipend shall equal 15 percent of the voluntary overload rate or the Unit Adjunct rate for each credit/contact hour of the synchronous class.
- b. At the Dean's discretion, the class maximum may be limited the first time a faculty member teaches a section in this format.
- c. If a SYNC section is taught by full-time faculty, the combined SYNC, asynchronous, and hybrid assignment total shall not exceed sixty percent (60%) of the faculty member's minimum load unless approved in writing by the Dean or Dean's designee.
- d. Scheduled synchronous session times cannot deviate from the published schedule.
- e. If a SYNC section is taught by a full-time faculty member, compensation shall be paid as regular load, independent study, voluntary overload or summer school rate, whichever is applicable and accepted by the faculty member. If a SYNC section is taught by a UAF I or II faculty member, the compensation shall be paid at his/her pay rate or independent study rate, whichever is applicable and accepted by the faculty member.

## **6. Hybrid Course Development.**

Asynchronous components of the class should include design components consistent with asynchronous learning and be in line with the adopted quality rubric for online learning. Hybrid sections shall not include synchronous delivery of instruction.

The instructor will determine the required number of in-person class sessions for hybrid courses based on an understanding of the learning environment and approved in writing by the Dean or Dean's designee. A hybrid course will have a reduction in seat time commensurate with the required online work. In-person meeting dates/times shall be built into the schedule.

An exception will be made for Adult Education where online courses were approved by the ICCB as being comprised of 50% synchronously delivered instruction. These courses will not require re-development in order to be offered as hybrid sections on campus. The required number of traditional in-person class sessions and the percentage of in-person instruction for Adult Education courses will be determined by the Dean or Dean's designee of the division to ensure ICCB adult education guidelines for units of instruction under adult education grants are met.



- a. A faculty member will receive compensation at the voluntary overload rate for the approved development or redevelopment of a hybrid course equivalent to the credit hours of the course. Proposed courses must be submitted in writing for review and pre-approved in writing by the Dean or Dean's designee.
- b. The materials developed for the approved new hybrid course will be delivered to the appropriate Dean or Dean's designee at least three months prior to the implementation date of an assigned section and are subject to written approval. At the Dean's discretion, the deadline for submission may be changed. Developed courses must reside within an ECC supported LMS course shell and must include:
  - i. A syllabus for the full semester or as otherwise approved by the Dean or Dean's designee;
  - ii. Implementation of a clearly navigable structure minimally including:
    1. Welcome/Introduction News item posted on the section homepage;
    2. Instructor contact information on the homepage, along with office hours;
    3. Clearly delineated units or modules aligned with the Master Course Outline which include instructions for completing the activities within each module;
    4. Clearly stated learning objectives for each unit or module, including an outline of content to be covered in online and traditional in-person instruction;
    5. Assigned resources for each unit or module including clear descriptions of what to link to within publisher's materials;
    6. Discussion boards supporting each unit or module and one for general questions are recommended;
    7. A list of example assignments for the course that could be used to assess student learning.
  - iii. Adherence to ECC's adopted quality rubric for online learning, including course policies in line with that quality rubric.

- c. Publisher's materials need to be linked from within the LMS shell.
- d. Payment will be processed upon final delivery and approval of the final product by the Dean or Dean's designee.
- e. Faculty who utilize publisher's materials as the primary source of instruction will not be compensated for the course development.
- f. At the Dean's discretion, a hybrid course may be developed from an archived online course. In this case, the payment rate shall be 30 percent of the voluntary overload rate for full-time faculty or the unit adjunct faculty member rate, equivalent to the number of credit hours of the course to be developed. However, if the new hybrid course utilizes publisher's content pursuant to (e) above, the faculty member shall not be compensated.

**7. Teaching a Hybrid Course:**

- a. A faculty member who is scheduled to teach a hybrid section and was not paid to develop the same hybrid course will receive a stipend in addition to regular compensation the first time he/she teaches the course in the hybrid format, and the first time he/she teaches the course in a new or (as determined by the Dean or Dean's designee) substantially upgraded Learning Management System. This stipend shall equal 15 percent of the voluntary overload rate or unit adjunct rate for each credit/contact hour of the hybrid class. If the section is taught as independent study, the faculty member will receive a stipend equal to 15 percent of the independent study rate for each credit/contact hour of the hybrid class.
- b. At the Dean's discretion, the class maximum may be limited the first time a faculty member teaches a section in this format.
- c. Faculty are responsible for administering any proctored assessments required within a hybrid section.
- d. If a hybrid section is taught by full-time faculty, the combined SYNC, asynchronous, and hybrid assignment total shall not exceed sixty percent (60%) of the faculty member's minimum load unless approved in writing by the Dean or Dean's designee.
- e. If a hybrid section is taught by a full-time faculty member, compensation shall be paid as regular load, independent study, voluntary overload or summer school rate, whichever is applicable and accepted by the faculty member. If a hybrid section is taught by a UAF I or II faculty member, the compensation shall be paid at his/her pay

rate or independent study rate, whichever is applicable and accepted by the faculty member.

If the college chooses a new LMS, video conferencing platform, or quality rubric, as described above, the college shall seek faculty input in the decision-making process.

#### **4.12 [Previously Intentionally Deleted].**

#### **4.13 Faculty Personnel Records.**

All evaluative materials relating to a faculty member shall be retained in his/her official personnel file. When evaluative material is placed in the faculty member's official personnel file (hereinafter described in this section as "file"), a copy of such material shall concurrently be provided to the faculty member. The faculty member shall acknowledge receipt of such copy, but such acknowledgment shall not signify anything other than receipt of the material. Non-evaluative material may be placed in the file without a copy being provided to the faculty member.

Faculty shall have the right to examine his/her file upon request. When made during normal business hours, every effort shall be made to comply with the faculty member's request within one (1) business day; but in no case later than three (3) business days.

A designee of the College administration may be present during such review. Nothing shall be permanently removed from the file without the consent of the faculty member and the College. Faculty may reproduce material from his/her file at the customary cost, currently \$.10 per page.

No material from a faculty member's file shall be made available to personnel or agencies unconnected with the College without the faculty member's consent, except as required by law. Verification of employment does not require a faculty member's consent.

#### **4.14 Pay Period.**

Faculty shall be paid bi-weekly over twenty-six (26) paydays.

In the event the Board desires during the term of this Agreement to change the pay period to a semi-monthly pay period and the paid-to-date payroll process, the Board may reopen 4.14 Pay Period by written notice to the Association. If such written notice is given, 4.14 Pay Period and the paid-to-date payroll process shall be open for renegotiation.

#### **4.15 Academic Calendar.**

By October 1 of each year, the College President or designee will provide the Association President with a copy of the Academic Calendar for the academic year that begins three (3) years from that semester. The proposed calendar will be sent directly to the Association President in time for the Association Senate to discuss changes and forward recommendations by November 1 to the Vice President of Teaching, Learning and Student Development's Team. The calendar shall include significant dates for fall, spring and summer terms.

#### **4.16 Length of Academic Year.**

The academic year shall consist of one hundred and sixty-eight (168) workdays, exclusive of holidays and spring vacation. The faculty will be encouraged to attend graduations appropriate to their area of instruction.

First year faculty are required to attend meetings for the two (2) workdays preceding their first semester of employment. All faculty shall attend instructional area meetings on Opening Day. (The attendance provisions of 4.18 Instructional Area Meetings do not apply.) One day following Opening Day will be available for preparation and, if needed, to complete other professional duties.

For the purpose of calculating daily rates of pay, the academic year shall consist of one hundred sixty-eight (168) days.

#### **4.17 Grant Related Activities.**

Faculty are encouraged to seek competitive grants both within and outside the College. If resources are available, clerical and editorial support may be given to faculty seeking grants. No grant that may increase demand upon or adversely affect the college's resources will be submitted without approval of the Dean and the President. Grant funds must be used in compliance with the terms of the grant agreement, as well as with Federal, State, and College policies and procedures. Grant funds are subject to audit.

The faculty member who holds a primary role in the development and/or delivery of the grant program may receive compensation as designated in the grant application for themselves and other necessary personnel. ECCFA and ECC will negotiate the compensation, either monetary and/or release time, in compliance with the terms of the grant.

#### **4.18 Instructional Area Meetings.**

Instructional area meetings are defined as divisional, departmental meetings or college-wide faculty meetings. Instructional area meetings will normally not be scheduled more than one (1) time per week during the academic year. If meetings conflict with classes, faculty will be given the minutes of the meeting. Attendance at meetings is expected. When possible, faculty unable to attend a scheduled meeting shall notify the appropriate person at least twenty-four (24) hours in advance. Meetings will be scheduled on Outlook (or current college system) and will be held on campus. Faculty are encouraged to maintain their calendar of activities on Outlook (or the current college system).

Teaching and librarian faculty shall be provided with the option to attend divisional and departmental meetings virtually. College-wide faculty meetings may be offered with or without a virtual option at the discretion of the Vice President of Teaching, Learning and Student Development.

#### **4.19 Seniority.**

Seniority shall mean the length of continuous full-time employment as faculty of the College. If it shall be necessary to resolve conflicts of seniority between faculty with the identical length of employment, the following factors shall be used in this order:

1. All prior adjunct employment as faculty at the College.
2. Date of Board action of hiring.
3. Lot drawn by Human Resources.

Seniority shall accrue during sabbatical leaves, all other leaves with pay, and leaves of absence.

Seniority may be used to resolve conflicts between faculty members who are qualified to teach and wish to teach the same courses as voluntary overload. In this particular instance seniority will be used to establish a rotation schedule.

Administrators who leave their administrative positions to become full-time tenure-track faculty shall accrue seniority only for that time spent as full-time faculty at the College. Time spent in administration shall not count in the calculation of seniority.

#### **4.20 Release Time.**

- A. The Curriculum Committee Chair and Faculty Development Chair shall be granted six (6) hours release time each per academic year. None of these chair persons may expend more than three (3) hours of release time in an academic semester.
- B. The Faculty Association President shall be granted seven (7) hours release time or voluntary overload per academic year.
- C. The Faculty Association will receive an additional fifteen (15) hours of release time or voluntary overload per academic year to be divided among the Association's officers and committee chairs, excluding the committee chairs listed above. None of these other officers or chairpersons may receive more than three (3) hours of release time or voluntary overload in an academic semester. Release time may only be used when no voluntary overload classes are part of an instructor's assignment. The Association shall notify Human Resources of the distribution of these contact hours sixty (60) days prior to the beginning of the fall semester each year.
- D. Release time earned in accordance with the items listed in this article, Article 4.26 (Instructional Coordinator) and Article B-12 (Dual Credit) may be combined in order to purchase release time. Release time may only be used when no voluntary overload classes are part of an instructor's assignment.

#### **4.21 Tenure and Evaluation.**

1. Tenure Provision of the Illinois Public Community College Act. In the event Article IIIB., Tenure, Paragraphs 103B-1 through Paragraphs 103B-6 of the Illinois Public Community College Act as amended by Public Act 82-783, Article XI, Section 264, effective July 13, 1982, is repealed, the

provisions of the Act shall remain as part of this Agreement. In the event Article IIIB is amended, such amendment shall become applicable to this Agreement on the effective date of said amendment.

2. **Criteria for Tenure.** Criteria for tenure shall be given to new faculty at the time of their initial employment. Criteria for annual evaluation and tenure will not change, once given, for the duration of the non-tenured faculty status.
3. **Evaluation of Non-Tenured Faculty.**
  - a. During the first three (3) years of employment, the College President shall cause an annual evaluation to be made of non-tenured faculty. If the faculty member teaches in multiple modalities, the Dean may choose the modality to be evaluated; the faculty member will choose the course. The evaluation shall be performed by the non-tenured faculty member's dean/supervisor in accordance with procedures prescribed by the Faculty Evaluation Handbook.
  - b. The Elgin Community College Board, at its option, may extend the probationary period for one (1) additional academic year by giving the non-tenured faculty member notice not later than sixty (60) days prior to the end of the semester.
  - c. In the event it is determined by the College President that the evaluation of the performance and qualifications of a non-tenured faculty member should result in the Board considering the dismissal of the faculty member, the College President shall promptly advise the Board and shall give notice to the faculty member according to the following guideline:
    - i. Notification about non-renewal of contracts shall be given no later than sixty (60) days prior to the end of the semester.
    - ii. The foregoing guideline shall not apply to reduction-in-force, to matters which arise or become known subsequent to the notification date, or to instances in which the affected faculty member shall agree to an alternate notification date.
  - d. **Evaluation of Tenured Faculty.** Tenured faculty will be formally evaluated at least once each three (3) years according to criteria, procedures, deadlines and forms as specified in the Faculty Evaluation Handbook. If the faculty member teaches in multiple modalities, the Dean may choose the modality to be evaluated; the faculty member will choose the course. If formally evaluated more frequently, the faculty member's dean/supervisor shall discuss the reasons with the faculty member and Association representative (at the faculty member's option) prior to such formal evaluation.
    - i. Tenured teaching faculty members shall facilitate submission of student evaluations to the Office of Institutional Research (IR) for all classes every semester. Aggregate data reports shall only include identifiers down to the course level. Data on courses taught by just one faculty member shall not include individual course identifiers but rather shall be reported in a single aggregate category by division.
    - ii. For tenured faculty members undergoing triennial evaluation, IR shall tabulate student evaluation data for all classes taught during the two semesters prior to the triennial review.

- iii. Student evaluations may be used for the purpose of improvement of instruction and may be compiled in the aggregate to meet accreditation and other assessment of learning accountability measures.

No punitive action may be taken against faculty based upon student evaluations.

- iv. Tenured faculty shall not be required to participate in formal peer evaluation of other tenured faculty.
- v. Each year the faculty member will submit a self-evaluation, including a professional growth plan, to the dean/supervisor. The forms, procedure and deadlines for this evaluation are specified in the Faculty Evaluation Handbook.

See Letter of Agreement Regarding Faculty Evaluation Handbook, Appendix C-1.

#### **4.22 Reduction in Force.**

If the Board determines that it is necessary to decrease the number of faculty employed or to discontinue or reduce some service or program(s), the President of the College shall convene a meeting to discuss the proposed cuts with the Association. The Board shall make a reasonable effort to avoid layoff of faculty members whose positions could be maintained through the reduction or elimination of overload assignments.

Written notice shall be provided to the Association and the affected faculty member 60 days in advance of the action being taken. Such notice will be no later than 60 days before the end of the preceding academic year. In the event a tenured faculty member is not given notice within the time herein provided, he/she shall be deemed reemployed for the ensuing academic year. Dismissed faculty will receive a statement of honorable dismissal and the reason therefor.

Human Resources shall each year establish a list, categorized by positions, showing the seniority of each faculty member for each position entailing services such faculty member is competent to render. Copies of the list shall be distributed to the Association on or before February 1 of each year.

A full-time tenured faculty member shall not be dismissed as part of a reduction in force while any non-tenured faculty member, or any other faculty member with less seniority, is retained to render a service which the tenured full-time faculty member is competent to render. Faculty members on leave of absence/suspension at the time a reduction of force takes place shall be treated no differently from any other faculty members.

Within each program area, the order of layoff shall be in inverse order of seniority (subject to the requirements in the preceding paragraph). A faculty member shall have seniority in each program area in which he/she has full qualifications to teach. The order of layoff shall be as follows, with part-time faculty being laid off first in inverse order of seniority:

1. Non-Unit Adjunct Faculty
2. Voluntary overload assignments
3. Unit Adjunct Faculty I

4. Unit Adjunct Faculty II
5. Full-time Faculty

Prior to any layoff of non-unit adjunct faculty, a request shall be submitted to any full-time faculty member(s) assigned to teach voluntary overload in the program area to determine if any such full-time faculty member is willing, in his/her sole discretion, to forego the voluntary overload assignment.

With respect to faculty positions, a faculty member will be considered to have qualifications for another program area if he/she meets the minimum qualifications outlined in "Administrative Procedure 5.103: Minimum Requirements for Appointment". These qualifications will be reviewed collaboratively according to the Administrative Procedure review cycle. Additional course-level qualifications apply as documented on the approved master course outline available on CurricuNET.

For the period of 24 months from the beginning of the school year for which the faculty member was dismissed, any faculty member shall have the preferred right to reappointment to a position entailing services he or she is competent to render prior to the appointment of any new faculty member; provided that no non-tenured faculty member or other employee with less seniority shall be employed to render a service which a tenured faculty member is competent to render. When an offer of employment is made pursuant to this provision, it shall be transmitted in writing to the faculty member's last known address and to the Association. If the faculty member does not respond affirmatively to such offer within ten (10) calendar days of such receipt or within twenty (20) calendar days of the date of mailing, whichever shall occur first, the Board's obligation hereunder shall cease.

Any tenured faculty member laid-off hereunder and thereafter reemployed pursuant to the preceding paragraph, shall not suffer any loss of tenure rights as a consequence thereof. Any faculty member laid-off hereunder and subsequently re-employed shall not accrue seniority between the layoff and recall (if such should occur). If the faculty member is recalled to work in the twenty-four (24) month period, he/she will have their compensation and benefits reinstated.

#### **4.23 Class Size.**

The Master Course Table shall remain in full force and effect as long as it is mutually agreed upon by both the College and the Faculty Association.

Any changes in such Table shall be agreed upon between the Vice President Teaching, Learning and Student Development and the Association.

Class size maximums shall not exceed the numbers established by the Master Course Table without agreement by the faculty member involved.

Enrollment in ABE/GED/ESL classes will be based on documented average daily attendance at midterm (completion of 50% of the class meetings for that class) instead of tenth-day enrollment figures.



#### 4.24 Discrimination, Harassment and Retaliation.

See Administrative Procedures 3.403 and 3.404 for the College's policies against sex discrimination, sexual misconduct, interpersonal violence, discrimination, harassment, and retaliation, which are incorporated herein by reference.

##### 1. Notification

- a. Any faculty member covered by this agreement who is accused of engaging in prohibited sexual misconduct, interpersonal violence, discrimination, harassment, or retaliation shall be notified of any investigation conducted pursuant to Administrative Procedure 3.403. Either Union representation or legal counsel is allowed at the investigative stage when an accused faculty member is being interviewed. If the faculty member chooses to have legal counsel present at the interview, a new meeting will be scheduled to accommodate all parties involved. The faculty member shall provide the Executive Director, EEO/AA, Title VII, Title IX & FOIA Compliance Officer or President's designee with written notice of the attorney's name at least five (5) days prior to the interview. Failure to provide written notice or if the attorney fails to appear the interview will proceed as scheduled without legal counsel. In this case, the member has the right to invoke his/her Weingarten Rights.
- b. The results of an investigation conducted pursuant to Administrative Procedures 3.403 or 3.404 shall be a finding that each alleged violation of the College's policy against discrimination, harassment, and retaliation is either substantiated or not substantiated.
  - i. The outcome of the investigation shall be reported to both the accused faculty member and to the complainant.
  - ii. If substantiated, the President or the President's designee shall review and decide whether discipline is appropriate as provided in the process outlined in the "Disciplinary Action" section below and subject to any applicable provisions of the Illinois Public Community College Act.

##### 2. Disciplinary Action

Prior to any disciplinary action being initiated by the College arising from the results of an investigation pursuant to Administrative Procedures 3.403 or 3.404:

- a. The faculty member shall receive notification of the proposed discipline.
- b. The faculty member shall be provided the opportunity to reply in writing, or in person within thirty (30) days of notification.
- c. After an administrative review by the President or the President's designee of any response from the accused faculty member, the President or the President's designee shall within thirty (30) days of the reply referenced in subsection II(B) above notify the faculty member of any disciplinary action to be imposed in light of the investigative

findings unless a different process is required under the Illinois Public Community College Act.

- d. Should the President or President's designee (or other decision maker as referenced in any applicable provision of the Illinois Public Community College Act) decide to impose disciplinary action, the faculty member has the right to challenge that action through the grievance procedure set forth in Article III of this Agreement within thirty (30) days after being notified of the disciplinary action.
- e. Should the faculty member decide not to pursue a grievance, the decision of the President or President's designee shall be final.

#### **4.25 Discipline.**

Disciplinary actions are made subject to the grievance procedure. The College agrees that disciplinary action shall be in a timely fashion with progressive and corrective discipline, as appropriate.

#### **4.26 Instructional Coordinator Position.**

Instructional Coordinators will be appointed by the appropriate Dean and approved by the Vice President of Teaching, Learning and Student Development. Instructional coordinator designations are the prerogative of the Administration; however, a faculty member may not be assigned instructional coordinator duties without his or her expressed consent.

Every attempt will be made by the administration to select Instructional Coordinators from members of the bargaining unit. Under unusual circumstances where no unit member consents or where there are no bargaining unit members available from the respective discipline, non-unit members will be appointed to fill the Instructional Coordinator position.

An Instructional Coordinator shall be appointed for a term of one (1) year. Every such term of office shall commence on July 1 and shall expire on the succeeding June 30. Appointment of an Instructional Coordinator must be made by April 15 for the subsequent term's appointment.

Instructional Coordinators are not required to be on campus during the summer except for assisting in making schedule adjustments and faculty assignments. Provisions will be made for each Instructional Coordinator to have adequate clerical and administrative support.

Compensation stipend rates shall be consistent with the protocols set forth in the Instructional Coordinator Compensation Form. The number of faculty, credit hours, assessment, committees, and labs shall be determined from the prior year, less program withdrawals and plus program additions. During the first year of the program, compensation for program additions will be provided at the conclusion of the spring semester.

Laboratory support may also be assigned to another faculty member/s of the academic department. Compensation for laboratory support shall be determined based on the number of labs supported, by designation.

The assigned instructional coordinator has a right of first refusal for all instructional coordinator responsibilities.

## INSTRUCTIONAL COORDINATOR COMPENSATION FORM

Faculty Member: Course Prefixes:

	Numbers	Rates
Number of Full-Time Faculty and Support Staff		\$326.82
Number of Part Time Faculty and Support Staff		\$163.41
Student Credit Hours Generated		\$0.17
Assessment Report (# course assessment reports completed)		\$151.92
Program Review Report (# ICCB identified programs per review)		\$506.40
Perkins Program of Study Application (# of applications contributed to annually)		\$480.00
Number of A.A.S. Advisory Committee Meetings with minutes submitted to the appropriate office (for career-technical education programs)		\$274.39
<b>Laboratory Support</b>		
Light Lab		\$395.20
Heavy Lab		\$1052.48
<b>TOTAL COMPENSATION:</b>		
<b>QUARTERLY PAYMENT:</b>		

All rates in this form will remain constant through the term of this contract.

Instructional Coordinators may choose release time in lieu of the stipend at the current voluntary overload rate. Release time may only be used when no voluntary overload classes are part of an instructor's assignment.

### Laboratory Support:

Light laboratory spaces will be paid at the light lab rate if the Instructional Coordinator allocates fewer than 2.5 hours per week to lab maintenance. Heavy laboratory spaces will be paid at the heavy lab rate if the Instructional Coordinator allocates more than 2.5 hours per week to lab maintenance. This is comparable to the amount of time an instructor would spend in a three-credit or three-contact hour classroom per week. Lab support provided during concurrent class time or designated office hours shall not contribute to the Heavy/Light Lab calculation. A supported laboratory has at least 20 hours per week of assigned support staff or work study student time per week and/or a full-time faculty member who has traditionally managed the lab as part of professional responsibility.

Changes to lab designation will be reviewed annually according to the established process and joint committee comprised of faculty and administration representatives. All requests for revision must be submitted no later than October 1 to be implemented the following academic year. Any changes in Light or Heavy lab designation shall be mutually agreed upon between the Vice President of Teaching, Learning, and Student Development and the Association.

#### **4.27 Committee Support.**

The College will provide secretarial support for the Faculty Development Committee and Curriculum Committee meetings.

See Appendix C-1 Letter of Agreement Regarding Faculty Evaluation and Faculty Development Handbooks.

#### **4.28 Faculty Teaching in Multiple Divisions.**

A faculty member, who is properly qualified and was assigned less than the standard load in his or her primary division, due to a lack of available classes, may request a one-semester teaching assignment from unassigned sections for which they are qualified to teach in a secondary division by submitting a written notification to the dean of the primary division and a written request to the dean of the secondary division in which he or she wishes to teach. The secondary dean may interview the faculty member. Approval must be provided electronically or in writing by the dean of the secondary division to the faculty member and the dean of the primary division. Any disagreement may be appealed to the Vice President of Teaching, Learning and Student Development.

Subsequent requests for a one-semester teaching assignment shall not be arbitrarily and capriciously denied, as long as unassigned sections are available. In the event multiple faculty request to teach the same unassigned section in the secondary division, then among those faculty members seniority ranking shall be honored in the second division.

In addition, a faculty member who has already been assigned the standard load in his or her primary division may use the above process to request an assignment to teach unassigned classes in a secondary division, if doing so would not cause the applicable overload limit to be exceeded for that faculty member, or if permission to exceed the applicable overload limit is granted by the Vice President of Teaching, Learning, and Student Development.

The College reserves the right to evaluate a faculty member who teaches in a secondary division for the first time. If a need exists for a subsequent evaluation, the unit member's dean/supervisor shall discuss the reasons with the unit member and Association representative (at the unit member's option) prior to such evaluation.

For the purpose of this section, a faculty member's "standard load" shall mean the maximum regular load for that faculty member specified in the load assignment protocol, section 4.29, not including any overload or excess load.

#### **4.29 Load Assignment Protocol.**

Load shall be offered and then assigned, in consultation with the faculty in the division, as follows:

- Full-time faculty members shall be assigned by seniority their regular load and, if desired, one (1) overload section.

- Unit adjunct faculty II members shall be assigned by seniority up to a maximum of ten (10) credit or contact hours, or as close as possible without exceeding it, provided that such hours are available for assignment.
- Unit adjunct faculty I members shall be assigned by seniority up to a maximum of two courses totaling eight (8) credit or contact hours, if available, or otherwise two courses totaling seven (7) credit or contact hours, if available, or otherwise any number of courses totaling up to a maximum of six (6) credit or contact hours, or as close as possible without exceeding it, provided such hours are available for assignment.
- Full-time faculty members may be assigned additional hours up to a total of twenty-four (24) credit or contact hours (if available).
- At the dean's/supervisor's discretion and with approval of the Vice President of Teaching, Learning and Student Development, unit adjunct faculty II members may be offered, by seniority on a rotating basis, additional load never to exceed 12 credit/contact hours.
- At the dean's/supervisor's discretion and with approval of the Vice President of Teaching, Learning and Student Development, unit adjunct faculty I members may be offered, by seniority on a rotating basis, additional load never to exceed 12 credit/contact hours.
- When all contractual loads have been met, it will be at the dean's/supervisor's discretion to assign remaining load.

#### Load Assignment Protocol for Newly Added Classes

- New class sections shall be offered to those qualified to teach it by email. Faculty have two business days to respond and express interest. If fewer than two business days remain before the class starts, this requirement is waived.
- The load assignment protocol above shall be followed to assign new class sections. If needed in order to be assigned a new class section, and if it is at least three weeks prior to the new class section starting (or within three weeks with dean approval), a unit adjunct faculty member may opt to relinquish an existing class section to which they are assigned and replace it with the newly added, unassigned class section.
- In the event a unit adjunct faculty member elects to relinquish a class section in order to accept a newly added class section, the relinquished class section will be offered to unit adjunct faculty members on the seniority list below the adjunct faculty member who accepted the new class section and will be assigned in order of seniority. This process will continue until all classes are filled or the seniority list has been exhausted. In the event that no unit adjunct faculty member accepts the relinquished or newly added class section, any sections left unstaffed will be assigned at the dean's/dean's designee's discretion.
- Within three weeks before the start date, only new class sections of courses already being offered may be added to the schedule, following enrollment needs, with the exception of independent study classes.

- Textbook changes for these relinquished and reassigned courses shall only be allowed if the section does not yet have student enrollment.
- A faculty member shall not select a particular faculty member with whom to swap/exchange classes.

#### 4.30 Workplace Training.

ECC is required to ensure that their employees are in compliance with any training mandated by the federal, state, and local government. Furthermore, there are opportunities for training that may not be mandated but are in the best interest of the College. Faculty members will be required to complete training that is mandated by governmental bodies. Also, ECC may require training that is in the best interest of the College. ECC will create a list of training requirements, outside of mandated trainings, that Faculty must complete. New Faculty Orientation shall be excluded from this article. Any such training required of faculty that relates to instruction shall be decided upon by a committee, with at least 50% of the seats on the committee open to faculty, with faculty representation approved by the Senate. This list shall be available before August 31 of each year. Faculty may utilize scheduled office hours to complete training that is included on the annual list and may be completed remotely. All required training shall include an asynchronous option. Other modalities may also be offered as an option. Librarian faculty shall be allowed to complete required training during scheduled work hours. The total amount of non-government-mandated required training in a calendar year shall not exceed three (3) hours.

#### 4.31 Syllabus.

For each course section taught, the faculty member shall provide a current course syllabus to students, and post that syllabus in the college learning management system, by the first day of instruction for that section or second day of instruction if pre-approved by the Dean or Dean's designee, which shall not be arbitrarily or capriciously denied. Use of the latest version of the TLSD or ABEC TLSD syllabus template, available to faculty no later than June 30, is recommended. Syllabi for each section must be submitted electronically to the division office by the first school day after the syllabus is due to students. This may be extended in the case of extenuating circumstances upon request to the dean or dean's designee, which shall not be arbitrarily or capriciously denied. Syllabi shall include (but not limited to) the following, and the items indicated with an asterisk shall reflect the College's approved master course outline (available on the College's curriculum management system). Items indicated with a double asterisk shall reflect the language included in the current TLSD syllabus template.

##### Part 1 – Course Information

- Course Code
- Section
- Title\*
- Semester Offered
- Instructor Name

- ECC Issued Email Address
- Phone Number
- Office Location Number (including link to virtual office on a supported platform when applicable)
- Credit Hours\*
- Classroom Location (when applicable)
- Start Date
- End Date
- Class Meeting Days and Times (when applicable)
- Office Hours Inclusive of Days of the Week, Hours and Location (including virtual hours when applicable)\*\*
- Course Requirements (to include, when applicable: text, prerequisites\*, technology, IAI Designation\* (when applicable) and others as needed)
- Course Description\*
- Course Learning Outcomes\*
- Grading Policies and Procedures
- Grading Summary (graded items and associated point values)
- Makeup Exam and/or Late Work Policy
- Grading Scale
- Mid-term and Withdrawal Dates
- Attendance, Tardiness, and Student Illness Policy
- Behavioral Expectations
- Academic Integrity\*\*
- Safety Requirements (when applicable)

#### Part II – Topical Course Outline, Assessment Methods and Tentative Class Schedule

- Topical Course Outline
- Evaluation/Assessment Methods
- Tentative Class Schedule (Including general topics to be covered and relevant dates for major tests, papers or other comparable major assignments)

#### Part III – Resources

- A list of student services and resources, including links, on campus that support student success\*\*

### 4.32 Cancellation.

In the event that a course assigned to a full-time teaching faculty member is cancelled, the following process shall apply to replace it, provided that the potential replacement course is between the hours of 8 a.m. and 5 p.m. Monday through Friday to the extent feasible (unless taught online or this

condition is waived by the faculty member) is in the faculty member's discipline, and the faculty member is qualified and available to teach it.

1. The faculty member shall have the opportunity to select a course that remains unassigned.
2. If no such unassigned course exists, then the faculty member may select a course that had previously been assigned to a non-unit adjunct teaching faculty member.
3. If no such course assigned to a non-unit adjunct teaching faculty member exists, the faculty member shall have the opportunity to select a replacement course from a UAFI member, starting with the least senior unit adjunct faculty I (UAFI) member.
4. If no such course assigned to a unit adjunct teaching faculty I (UAFI) member exists, the faculty member shall have the opportunity to select a replacement course from a UAFII member, starting with the least senior unit adjunct faculty II (UAFII) member.
5. If no such course assigned to a unit adjunct teaching faculty II (UAFII) member exists, the faculty member shall have the opportunity to select a replacement course starting with those assigned to the least senior full-time faculty member.

As used in this section the phrase "to the extent feasible" means that, if no replacement course between the hours of 8 a.m. and 5 p.m., Monday through Friday, has been assigned after following the above process, then a replacement course outside of this timeframe may be assigned.

For the purpose of determining whether a potential replacement course is between the hours of 8 a.m. and 5 p.m. Monday through Friday, scheduled class meeting times and any laboratory or rehearsal times, and any other commitments for which the faculty member's physical presence is required, shall be considered.

#### **4.33 Learning, Equity, Diversity, Inclusion, and Justice.**

Faculty engage in work consistent with Elgin Community College's Philosophies of Learning, Equity, Diversity, Inclusion, and Justice. As a student-centered institution, faculty work primarily in pursuit of excellence in teaching, learning and student development. To effectively serve ECC's diverse student population, faculty utilize culturally responsive teaching practices as provided through ECC training, provide relevant and timely individualized student support and cultivate learning environments in which all students feel welcome and supported.

#### **4.34 Faculty Librarian Work Options.**

Faculty librarians shall be permitted to attend online training and online meetings from a location of their choice for the portion of the training or meeting that falls outside scheduled work hours.

### **Article V: Leaves.**

#### **5.1 Jury Duty/Court Related Leave.**

All faculty summoned as jurors must notify the appropriate dean/supervisor and Human Resources within ten (10) days of the date of the receipt of the summons issued to the faculty member, or the



College General Counsel's Office if subpoenaed for a work-related matter. Summoned/subpoenaed faculty required to appear in court during a day on which otherwise they would have been scheduled to work, will be paid their normal salary during this period, provided the faculty member shall promptly reimburse the College any monies paid for such service which must be reported as income to the Internal Revenue Service (other than payments for meals, travel or other expenses). Such time will not be deducted from accumulated sick leave or personal leave.

Faculty members who are a plaintiff or defendant in a criminal or civil proceeding unrelated to their employment by the College must use accumulated sick or personal leave for any absence from work.

## 5.2 Parental Leave.

Employees who are seeking leave due to the birth, adoption, or fostering of a child of the employee, who will serve as the primary and/or coequal caregiver of the child, may be entitled to Parental Leave following the conclusion of Leave as outlined in paragraph three (3), subject to the following conditions:

1. Application for Parental Leave shall be submitted to the Human Resources Department at least one hundred twenty (120) calendar days prior to the anticipated arrival of the child.

2. At the time of application the employee must designate all of his/her/their leave intentions.

3. Leave may be taken as follows:

- a. If **eligible** for Family and Medical Leave Act (FMLA) the employee will be entitled to twelve (12) weeks of leave as outlined in Article V, Section 5.3.

OR

- b. If the employee is **not eligible** under the provisions of the Family and Medical Leave Act he/she will be entitled to leave for up to 12 weeks as follows:

- 1) During this time the employee must use any accumulated benefit time.

- 2) The board will continue to pay health insurance premiums as if not on leave.

- 3) After all benefit time has been exhausted, the employee shall pay for the employee and employer share of insurance premiums.

4. At the conclusion of Leave as outlined in paragraph three (3), the employee may request an unpaid Parental Leave up to forty (40) weeks. The employee will be responsible for maintaining all of his/her health insurance premium benefits, if he/she so desires, by making the appropriate payments to Human Resources as outlined in their application for Parental Leave.

5. An employee who is granted a Parental Leave will return to his/her former position at the conclusion of the leave provided the employee returns by the fifth week or earlier of the semester in which he/she/they wishes to return.

6. In the event that the leave ends after the fifth week of the semester, the college retains the right to keep the employee on leave until the start of the following semester.

7. This section shall not be applicable if the child is attending school (except kindergarten).

### 5.3 Family Medical Leave.

The Family Medical Leave Act (FMLA) entitles eligible employees of covered employers to take job-protected leave, which the FMLA does not require to be paid, for specified family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the employee had not taken leave. Eligible employees are entitled to twelve workweeks of leave in a rolling 12-month period calculated as set forth in the FMLA.

Qualifying Reasons:

- the birth of a child and to care for the newborn child within one year of birth;
- the placement with the employee of a child for adoption or foster care and to care for the newly placed child within one year of placement;
- to care for the employee's spouse, child, or parent who has a serious health condition;
- a serious health condition that makes the employee unable to perform the essential functions of his or her job;
- any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on "covered active duty."

The College will grant twenty-six workweeks of leave during a single 12-month period to care for a covered service member with a serious injury or illness if the eligible employee is the service member's spouse, son, daughter, parent, or next of kin (military caregiver leave).

An eligible employee is one who:

- works for a covered employer;
- has worked for the employer for at least 12 months;
- has at least 1,250 hours of service for the employer during the twelve (12) month period immediately preceding the leave; and
- works at a location where the employer has at least 50 employees within 75 miles.

Leave Designation:

An eligible faculty member may elect to substitute any accrued personal leave, or medical or sick leave, for any part of the twelve (12) week period of such family medical leave. Such designation shall be made prior to the conclusion of the leave.

Faculty members seeking FMLA leave are required to meet certain notification and documentation requirements that are available from Human Resources. The College reserves the right to designate a faculty member's absence from work as FMLA leave consistent with the law.

For more information on FMLA leave procedures and requirements, faculty members should contact Human Resources.

#### **5.4 Personal Leave [Intentionally Deleted 2023].**

#### **5.5 Professional Activity/Meeting Leave.**

Leaves of absence without loss of pay or other benefits may be granted by the dean/supervisor for a faculty member to attend professional meetings. Refusal of a request for professional meeting leave may be appealed to the Vice President of Teaching, Learning and Student Development.

Faculty may use four (4) days during each year of this contract for professional activities of his/her choice.

Notice to use professional leave shall be given in writing to the dean/supervisor or designee at least seventy-two (72) hours in advance.

#### **5.6 Religious Leave.**

A faculty member may utilize up to three (3) days without loss of pay or deduction of personal leave to observe recognized religious holidays of his/her faith if such observance requires such leave.

Notice of intent to utilize such leave shall be given in writing at least fifteen (15) calendar days in advance.

#### **5.7 Sabbatical Leave.**

1. The Board shall grant to four (4) eligible, full-time, tenured faculty who shall have appropriately applied for the same sabbatical leave, provided that, in the judgment of the Faculty Development Committee and concurrence of the Board by its resolution, such leave will clearly add to the effectiveness of the faculty member in the performance of his/her responsibilities at the College and/or clearly accrue to the benefit of the College.
2. Tenured faculty are eligible to seek a sabbatical leave for an academic semester, an academic year or summer after having completed six (6) continuous years (including any non-sabbatical leave) of fulltime service as a faculty member of the College or since his/her last academic semester or academic year sabbatical leave. Tenured faculty will be eligible to request an academic semester or academic year sabbatical leave three (3) years after the completion of a summer sabbatical. Furthermore, tenured faculty are eligible to request a summer sabbatical three (3) years after the completion of an academic semester, academic year, or summer sabbatical. A faculty member shall not be eligible for any sabbatical leave following an academic year in which he/she was on leave of absence for sixty (60) days or more.

3. Faculty shall make application for sabbatical leave in writing to the Vice President of Teaching, Learning and Student Development or designee pursuant to a reasonable timetable which shall be established. Such application shall include all the dates pertinent to such leave.
4. Two (2) sabbatical leaves shall be for a period of one (1) academic semester or one (1) academic year, and two (2) shall be for the summer term.
5.
  - a. During the period of sabbatical leave, faculty shall receive one-half ( $\frac{1}{2}$ ) of his/her salary for an entire academic year, or all of his/her salary for a leave of one (1) semester. Faculty on sabbatical leave during the summer session shall receive a stipend equal to six (6) credit hours multiplied by the summer school rate as referenced in section 6.14.
  - b. If, during the period of sabbatical leave, the faculty earn taxable remuneration for contracted work, the salary paid by the College shall be reduced accordingly. Faculty may accept a stipend or grant intended to cover expenses but which does not require the performance of specific duties. Taxable remuneration shall not include royalties, dividends, interest or like income not derived from work performed during the period of the sabbatical leave.
  - c. As used in the preceding subparagraph, "salary" shall not include any additional amounts for summer school, extra-duty stipends or overloads. All insurance benefits shall continue and sick leave and vertical movement on the salary schedule, if any, shall accrue during the term of the leave.
  - d. Faculty on sabbatical leave shall not teach at Elgin Community College or perform their customary duties, unless a request is submitted in writing to the dean and Vice President of Teaching, Learning, and Student Development and approved in writing by the President.
6. As a condition precedent to sabbatical leave, faculty shall agree to return to the College as full-time faculty for at least one (1) academic year immediately following the conclusion of such leave and shall execute a promissory note assuring restitution of all salary paid during such leave if he/she does not return, such to be payable in bi-monthly installments over a term not to exceed twice the length of the leave.
7. Faculty shall make a comprehensive written report to the College President and the Board at the conclusion of the leave. This report should include, but is not limited to, a summary of the program of study or project, an evaluation of the experience, and how the results of the leave will be used to improve instruction.

### 5.8 Sick Leave.

Faculty shall have the right to utilize sick leave due to personal illness or disability or because of a medical emergency in the faculty member's immediate family defined as spouse, children, parents, grandparents and grandchildren, or for the purpose of completing matters which cannot reasonably

be attended to or postponed to days or hours on which the faculty member is not required to be on campus. If the leave does not qualify as FMLA or is due to death to immediate family, the leave shall be limited to five (5) days. If extenuating circumstances arise, the College President may approve additional leave. A doctor's statement substantiating the illness and/or verifying ability to return to work may be required.

Sick leave shall be earned at the rate of fourteen (14) days per year with unlimited accumulation. All sick days shall be available on the first day of the academic year. No payment for unused sick time accrued will be made. If legislation during the term of this contract requires the College to pay faculty members for unused accrued sick days, the maximum which may be accrued for payment is one hundred eighty (180) days.

When a teaching faculty member misses up to half of their scheduled working hours for a given day, then they will report ½ day of leave time. When a teaching faculty member misses more than half of their scheduled working hours for a given day, then they will report a full day of leave time. Leave time for faculty librarians shall be reported in increments of 15 minutes.

Faculty who are disabled and have used all of his/her accumulated sick leave shall be paid one-half (1/2) his/her salary for a maximum of sixty (60) calendar days or until the State Universities Retirement System (SURS) begins disability payments, whichever comes first.

The Board authorizes ECCFA to establish a Sick Leave Bank. Donations to this bank will be open to all faculty members and will be voluntary. The bank shall be administered by Human Resources.

The Sick Leave Bank is subject to the following guidelines:

1. Notices of participation in the bank must be provided on the appropriate form to Human Resources no later than September 30 for the current academic year.
2. Notice of withdrawal of participation must be made no later than September 30 for the current academic year. Days already donated shall remain in the bank.
3. Each faculty member may contribute up to two (2) sick days per academic year to the bank.
4. After depletion of personal sick leave, any ECC employee may apply to a faculty committee chaired by a member of the Human Resources staff for additional sick days from the bank. This committee will establish general guidelines for distribution of banked days. If the committee denies the request, the committee will notify the applicant in writing, with the reasons for denial.
5. The Sick Leave Bank shall be available only for the illness of the employee and not for the illness of a family member.

6. Employees applying to the bank must submit the request and all required documentation no later than thirty (30) calendar days after the employee has returned from leave, if all benefit time has been exhausted.

Employees applying to the bank shall absolve and hold harmless in all respects the Board of Trustees, the administration, ECCFA and the committee regarding the establishment and implementation of the Sick Leave Bank.

### **5.9 Leave of Absence.**

Faculty may be granted an extended leave for the purpose of education improvement, work experience, family hardship or other personal reasons without remuneration, when the requested leave does not create a disruption of the activities of, nor an undue hardship upon, the College. Such leaves are not to exceed one academic year.

All requests for such leaves are to be made to the dean/supervisor and, if recommended, are submitted by the administration to the Board for approval. Faculty granted leave under this provision will, upon returning to work, be entitled to full reinstatement of all provisions of tenure, if applicable, and other suspended benefits. No sick leave, vacation time, nor time counted toward tenure status shall be accrued during such a leave. Faculty on leaves granted for educational improvements and work experience shall be advanced one (1) step on the salary schedule as though they were not on leave, provided they carry out the provisions of the leave. Those on leave for any other purpose shall not be advanced on the salary schedule.

During such period of authorized unpaid leave, the faculty member shall have the option, under COBRA, to continue participation in the College's insurance programs by making timely payments of all required premiums to the College.

Working another full-time or part-time job while on unpaid leave from the College is prohibited unless approved by the Board. For the purpose of this paragraph, a "job" shall mean a paid position of regular employment.

### **5.10 Employment Status at Conclusion of Leave of Absence.**

Except as otherwise provided elsewhere in this contract, any faculty granted a leave of absence shall be treated by the Board upon termination of such leave in the same manner as though such faculty member had not been on leave of absence, provided only that all of the conditions of such leave have been complied with by the faculty member.

### **5.11 Unemployment Compensation.**

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

### **5.12 Notice of Intention to Return.**

In all instances where faculty are granted a leave of eight (8) months or more, as a condition thereof, faculty must advise Human Resources at least ninety (90) calendar days (or March 15, whichever occurs first) prior to the beginning of the next semester (after expiration of leave) of his/her intention of return. If notice is not given as required herein, it shall be treated as an election not to return to employment and as a resignation from the College.

### **5.13 Victims' Economic Security and Safety Act (VESSA).**

Faculty members who have worked for the College during any 12-month period may be entitled to a total of 12 workweeks of leave during any 12-month period under the Victims' Economic Security and Safety Act (VESSA). VESSA leave may be taken on an intermittent basis.

A faculty member may take VESSA leave to:

1. Seek medical attention for, or recovery from, physical or psychological injuries caused by domestic or sexual violence to the faculty member or faculty member's family or household member;
2. Obtain victim services for the faculty member or faculty member's family or household member;
3. Obtain psychological or counseling for the faculty member or faculty member's family or household member;
4. Participate in safety planning, including temporary or permanent relocation or other actions to increase the safety of the victim from future domestic or sexual violence; or
5. Seek legal assistance to ensure the health and safety of the victim, including participating in court proceedings related to the violence.

Faculty members who have paid sick leave available to them may use such leave concurrently with their VESSA leave. After exhausting his or her paid leave, the remainder of a faculty member's VESSA leave will be unpaid.

Faculty members who wish to apply for a VESSA leave are required to meet certain notification and documentation requirements that are available from the Human Resources. The College reserves the right to request one or more of the following:

1. Documentation from a victim services organization, attorney, member of the clergy, or medical or other professional from whom the faculty member's family or household member has sought assistance;
2. A police or court record; or
3. Other corroborating evidence.

Faculty members must pay their share of health insurance premiums while on VESSA leave. If a faculty member fails to return to work following the conclusion of a VESSA leave, the Board may recover the health insurance premiums it paid on behalf of the faculty member.

For more information on VESSA leave procedures and requirements, faculty members should contact Human Resources.

## **Article VI: Compensation and Benefits.**

### **6.1 Maintenance of Health Benefits.**

Health insurance benefits in effect on January 1, 2017 shall be maintained at their current levels, except for changes required by federal and/or state law or the vendor, unless changes are agreed to by the Board and Association. In order to comply with federal mandates or to avoid penalties or taxes imposed by the Affordable Care Act, the Board may offer additional plans which will meet the requirements of the Affordable Care Act. The same provider will be used for all offered plans, and these plans shall be priced in the aggregate with the intent of keeping each plan viable. The Association will be notified in writing by Human Resources in the event of any vendor-required changes.

### **6.2 Health and Dental Insurance.**

#### **A. Employee Health and Dental Coverage**

Faculty enrolled in the health and dental benefits plans will pay 15% of the employee premium throughout the duration of this contract.

#### **B. Dependent Health and Dental Coverage**

Faculty enrolled in the health and dental benefits plans will pay 24% of the dependent premium throughout the duration of this contract.

### **6.3 Group Life Insurance.**

The Board shall provide at its expense group term life and accidental death and dismemberment insurance at two (2) times the annual base salary rounded to the next higher one thousand dollars (\$1,000), subject to a minimum of \$100,000 and a maximum of \$350,000.

### **6.4 Section 125 Plan.**

The Board shall provide a Section 125 Plan, which will include a flexible spending account (FSA). This plan shall provide an opportunity, pursuant to relevant Internal Revenue Service guidelines and regulations, for faculty to use tax-free dollars deducted from their paychecks to pay for allowable benefits and expenses (e.g. health, dental or vision premiums, non-reimbursed medical expenses and/or dependent child care expenses) which are normally paid for with out-of-pocket and/or taxable dollars.

The Board shall pay the initial startup costs for the plan and the participating faculty shall pay the subsequent maintenance fees.

### **6.5 Domestic Partners.**

For the purposes of this agreement the term "spouse" shall include domestic partners, and all rights and benefits afforded to employee spouses and dependents under this agreement shall be extended to domestic partners as defined below. Similarly, dependent children of employees' domestic partners shall be defined as employees' dependent children for the purposes of this agreement.



The Board will afford domestic partner in accordance with regulations and requirements from insurance vendors, county, state and federal government.

To be eligible for coverage as a domestic partner, the College employee and the domestic partner must complete and file with Human Resources an "Affidavit of Domestic Partnership" in which they attest that (a) they are each other's sole domestic partner, responsible for each other's common welfare and financial obligations, (b) neither party is married, nor are they related by blood to a degree that would prohibit marriage in the State of Illinois, (c) the relationship is an exclusive mutual commitment similar to that of marriage and intend to remain so indefinitely, (d) each partner is at least 18 years of age and mentally competent to consent to contract, (e) the partnership must have been in existence for the past six (6) consecutive months prior to the filing of the Affidavit of Domestic Partnership.

**Additional Provisions:**

1. Notification of Changes: The parties must agree to notify Human Resources of any change in the circumstances which has been attested to in the documents qualifying a person for coverage as a domestic partner within thirty (30) calendar days.
2. Liability for False Statements: If any company or Elgin Community College suffers a loss because of false statement contained in the documents submitted in connection with coverage for a domestic partner or as a consequence of the failure to notify Human Resources of a changed circumstance, the company, or Elgin Community College, will be entitled to recover reasonable attorney fees in addition to damages for such losses.
3. Termination: The employee shall file a statement with Human Resources indicating the relationship has ended within 30 calendar days. A copy of the termination will be mailed to the other partner unless both have signed the termination statement.
4. COBRA: Domestic partners and their dependents are not eligible for benefits under COBRA or Section 125 as provided by applicable law.
5. Children of a domestic partner may be enrolled in the health, dental, voluntary vision and/or voluntary life plans if they meet the definition of an eligible dependent as defined by the College's plan documents.
6. All information supplied by the employee or the domestic partner will be kept confidential and this information is not released to any party outside Human Resources and the College's benefit providers. Except as a necessary conduit of information, Human Resources is not involved in the processing of the enrollments or the determination of eligibility for domestic partnership benefits. The determination of eligibility for domestic partnership health, dental, voluntary vision and/or voluntary life plan benefits is made by the College's benefit providers.
7. The value of benefits provided to an employee's domestic partner (and the domestic partner's eligible children, if any) is considered part of the employee's taxable income, unless the employee's domestic partner qualifies as a dependent under Section 152 of the Internal Revenue Code. Additional information may be required by Human Resources to verify this.

**6.6 Professional Expense Reimbursement and Professional Development Benefits.**

Faculty development activities may include professional travel expenses, conferences and workshops, tuition, and other professional activities. Professional expenses may include dues, books, professional publications, hardware, software, and other supplies used in the performance of your duties in your position with the college.

The following are examples of reimbursement claims which are not considered faculty development activities or professional expenses: party expenses, snacks, candies for students or colleagues, gifts for students or staff, fitness center memberships, personal enrichment classes, cell phones or phone contracts, subscriptions to music download companies or movie providers, dues for professional associations not related to your position at the college, furniture, desks, chairs, equipment not directly utilized in performing the duties of your position.

- A. Professional Expense Reimbursement Benefit.** Each full-time faculty member will be granted reimbursement for incurred professional expenses directly applicable to their position with the college. The rate will be eight hundred and fifty dollars (\$850) per year for the duration of this agreement.

All requests for reimbursement must be submitted to the dean/supervisor for approval with attached original receipts and completion certificates. Reimbursement requests shall be submitted no later than thirty (30) days following the end of the calendar year in which the expense was incurred.

Disagreement may be appealed to the Vice President of Teaching, Learning and Student Development.

- B. Faculty Development Benefit.** For each full-time faculty member per active year, seven hundred and fifty dollars (\$750) per year during this agreement will be deposited in the Faculty Development and Expense account for faculty development activities. These funds will be allocated on a competitive basis by the Faculty Development Committee and shall be subject to the approval of the Vice President of Teaching, Learning and Student Development.

- C. Restricted Funds for Faculty Development.** On an annual basis, unused funds from both Professional Expense and Faculty Development from previous and the current contract(s) shall be set aside in a restricted purposes account to be used for faculty development by faculty. If faculty development funds are exhausted for a particular year, the Chair of the Faculty Development Committee may request additional funds from the restricted purposes account from the Vice President of Teaching, Learning and Student Development. Such requests will not be capriciously or arbitrarily denied. No more than one year's worth of Professional Expense and Faculty Development funds shall be accumulated in the restricted purposes account at any given time.

## 6.7 Equipment Maintenance and Repair.

Faculty with assigned teaching loads involving laboratories may be awarded, with prior written approval by the dean, an additional contract for the increased responsibilities of laboratory management, i.e., equipment repair and preventive maintenance, in compliance with industry standards, inherently generated by the instructional area and not subsequently covered by maintenance agreements or qualified paraprofessionals. The contract shall be established between

the College and the department faculty based on fifty dollars (\$50) per hour. Timesheets are required in support of all hours worked for maintenance and repair.

### **6.8 Tuition Reimbursement.**

Each full-time faculty, spouse and children age 25 or younger shall have the right to receive reimbursement of tuition for all credit courses taken at ECC, in which faculty, spouse or children age 25 or younger receive a grade of “C”, “pass”, or better. The tuition must be paid in full to request reimbursement and the request must be completed and submitted within ninety (90) days of semester completion or the request will be denied. Faculty shall contact Human Resources to exercise this option.

In the event an incomplete grade is revised to a grade of “C” or better after the expiration of 90 days from semester completion, then a reimbursement request may be submitted within ten (10) days thereafter along with written documentation reflecting the grade change; provided, that even in this case no reimbursement request shall be honored if submitted more than one-hundred and thirty (130) days after completion of the semester to which the course was taken.

### **6.9 Proficiency Testing.**

Faculty will be compensated thirty dollars (\$30) for each proficiency test they grade which can only be graded by faculty. Tests which can be scored by machines or by another employee with a master key will be scored in the Learning Skills Center.

When requested by the dean/supervisor, faculty will be compensated one hundred dollars (\$100) for each proficiency test they construct and grade. After the test has been constructed it will become the property of the College and will be kept on file in the dean’s office.

### **6.10 Substituting.**

Faculty who substitute shall be paid the Lane II Step 2 Unit Adjunct II Librarians rate per hour. No faculty shall be paid extra for teaching two (2) sections at the same hour, nor shall he/she be required to do so. All substitutes must be hired by the appropriate dean/supervisor. Faculty may choose to substitute for one another without remuneration when, in the opinion of the appropriate dean/supervisor, it is in the best interest of the College.

When one faculty member is substituting for the same class for more than six (6) consecutive hours of classroom time, the compensation for a full-time faculty substitute will be the voluntary overload rate, pro rata; a UAF member will be paid his or her unit adjunct rate, pro rata, or Lane II Step 2 Unit Adjunct II Librarians rate per hour, whichever is higher. Similarly, a UAF member will be paid his or her Unit Adjunct rate, pro rata, or the Lane II Step 2 Unit Adjunct II Librarians rate per hour, whichever is higher. All such pay shall be retroactive. If an adjunct faculty member substitutes at least sixty-six percent (66%) of a class for the semester, the full credit hours for that class will count toward unit adjunct faculty eligibility for unit adjuncts who are not at maximum load. Long term substitution assignments may not be assigned by seniority.

### **6.11 Independent Study.**

Independent Study is intended for those special circumstances when students need special consideration and supervision to earn credits for a class that is not otherwise available.

Independent Study shall be compensated at the rate of eighty-five dollars (\$85) per credit hour for each student in the class, except when assigned as part of a full-time teaching load.

### **6.12 Working at Two or More Locations.**

Faculty whose work assignments require them to travel between two or more locations will be reimbursed at the established rate for mileage for the miles driven from the first site to the second site. Faculty will not be reimbursed for travel to assignments accepted as voluntary overload.

### **6.13 403(b) and 457(b) Plan Contributions.**

The Board shall sponsor a 403(b) plan and a 457(b) plan, and shall provide eligible faculty members with the opportunity to elect salary reduction contributions to the plans. Eligible faculty members who wish to participate in the plans shall execute salary reduction agreements in a form authorized by the Board and plan administrator.

### **6.14 Summer School Contracts.**

Summer school contracts shall be treated as voluntary overloads and shall be compensated at one thousand one hundred twenty-five dollars (\$1,125) per semester contact hour. During the summer instructors will provide students with contact information in their syllabi. Full-time faculty will have first refusal over adjunct instructors for classes offered in the discipline in which they teach. A faculty member cannot be assigned more than ten (10) credit hours of concurrent instruction, exclusive of independent study, without the written consent of the Vice President of Teaching, Learning and Student Development. No other provision in this contract shall relate to the summer school schedule unless expressly mentioned in this contract.

### **6.15 Voluntary Overload.**

Additional assignments accepted voluntarily during the academic year for teaching faculty shall be paid as follows:

Spring Semester 2023:                      \$941 per semester contact hour.

Effective Starting Fall Term 2023:        \$1000 per semester contact hour.

The voluntary per hour rate for faculty librarians shall be fifty-nine (\$59) dollars per hour effective January 1, 2023 through May 18, 2023 and sixty-six dollars (\$66) per hour effective May 19, 2023 through the duration of the contract.

No faculty shall accept additional assignments, credit or noncredit, in excess of sixty (60) percent of the standard instructor workload without the agreement of his/her dean/supervisor and written approval of the Vice President of Teaching, Learning and Student Development and the Association. Fulltime faculty will have first refusal of one (1) class offered in their area and fulltime librarians will

have first refusal of work in their areas when there is no conflict with their regular assignments. Librarian faculty shall not accept additional assignments in excess of 10 days of the standard workload without the agreement of the dean/supervisor. Librarian faculty hired after January 1, 2007, shall not accept voluntary overload assignment in excess of 45 days of the standard workload without the approval of the dean/supervisor.

Courses offered with other entities or community partners prior to January 1, 2007, shall be exempt from right of first refusal.

### **6.16 Involuntary Overload.**

Additional assignments which are made involuntarily shall be compensated at the pro rata rate of 1/30 of fulltime salary per credit hour of instruction for every hour over thirty (30) or 1/168 of annual salary for each day of work for librarians over one hundred sixty-eight (168). Librarians employed full-time prior to January 1, 2007, shall be guaranteed a minimum of thirty-seven (37) involuntary overload days during the calendar year plus an additional pool of sixteen (16) days to be worked during the calendar year. These additional days will be assigned by the Associate Dean of Library in consultation with the faculty.

Involuntary overload for librarians shall not be used for participation in professional development and/or institutional routines, unless otherwise directed by the dean/supervisor.

### **6.17 Salary.**

Vertical movement is one (1) step per year. The maximum horizontal movement is one (1) lane per year, or up to two (2) lanes in the year a member has completed a pre-approved and accredited degree program. Only credit hours associated with a pre-approved and accredited degree program may be counted toward the movement of two lanes in the event the member will be completing the degree in that year. Hours associated with other approved activities may be applied in a subsequent year. In addition to approved graduate hours, faculty may move on the salary schedule by performing alternate activities which are recommended by the Faculty Development Committee and approved by the Vice President of Teaching, Learning and Student Development.

The source of funding, personal, institutional, or other, will not be a consideration for any professional growth activity. All applications that request preapproval of certified credit and approval of alternate lane credit for the coming salary year shall be submitted by the faculty to the dean/supervisor by October 1 of each year this contract is in effect.

Lane change activities completed by December 31, and documented no later than February 15, shall be awarded on the salary schedule for that calendar year.

In determining a faculty member's initial placement on the salary schedule, a Master of Fine Arts (MFA) shall be equivalent to Lane V (MA + 30). Any faculty member with an MFA degree who was not initially placed at Lane V shall be given an additional (30) lane credits.

The ECCFA and the Board agree that benefits for faculty members who are appointed during the mid-year of the academic or contract cycles will be prorated.

### **6.18 SURS Contributions and Other Deductions.**

The Board shall deduct for faculty a sum of earnings pursuant to Section 15-157 of the Illinois Pension Code. The contributions, although designated as employee contributions under the Illinois Pension Code, are being paid by the Board to the State Universities Retirement System ("SURS") pursuant to Section 414(h)(2) of the Internal Revenue Code. Faculty are not permitted to receive the contributions directly instead of having them paid by the Board to SURS. The Board shall pick up these contributions by a reduction in the earnings of the faculty member, pursuant to Section 15-157.1 of the Illinois Pension Code.

The Board shall further deduct from earnings all monies as required by law or as authorized by the faculty member pursuant to this Agreement, or as otherwise authorized by the Board. Such withholding shall include any and all additional amounts required to be paid to SURS for the faculty member. The balance shall be payable to the faculty member as salary installments, as otherwise provided herein.

### **6.19 Longevity Step.**

Each year, full-time faculty who have remained for one (1) year in lanes one (I) through ten (X) in the final step of their designated lane on the salary schedule, shall receive an annual \$1,600.00 employer contribution to their 403(b) or 457(b), or receive the same payment subject to federal and state taxes.

Human resources will notify employees of their options annually. If an election is not made prior to the scheduled date on the notice, the employer contribution will default to the payment, subject to federal and state taxes.

### **6.20 Professor Emeritus.**

1. All full-time faculty retiring from the College will be appointed as a Professor Emeritus of Elgin Community College unless the Board, solely and exclusively, decides not to do so. Decisions to deny Professor Emeritus status shall not be arbitrary and capricious.
2. Emeritus faculty members will be entitled to have their names listed in a section of the College catalog and to use the designation in any publications or professional associations.

## **Article VII: Rank.**

Faculty will be awarded rank in the following categories:

Instructor, Assistant Professor I, Assistant Professor II, Associate Professor I, Associate Professor II, Professor I, and Professor II.

Rank will be awarded as indicated in Appendix A, Salary Schedule.

## Article VIII: Conditions of Employment Unit Adjunct Faculty II.

### 8.1 Other Applicable Sections.

The following Sections shall also be applicable to Unit Adjunct Faculty II:

1.2 Recognition and Bargaining Unit  
Article II, ASSOCIATION-BOARD RELATIONS  
Article III, GRIEVANCE PROCEDURE  
4.1: Academic freedom  
4.9: Team Teaching  
4.10: Block Teaching  
4.11: Distance Learning  
4.13: Faculty Personnel Records  
4.15: Academic Calendar  
4.17: Grant Related Activities  
4.20: Release Time  
4.21: Class Size  
4.24: Sexual and Discriminatory Harassment  
4.26: Instructional Coordinator Position  
4.28: Faculty Teaching in Multiple Divisions  
4.29: Load Assignment Protocol  
4.30: Workplace Training  
4.31: Syllabus  
4.33: Learning, Equity, Diversity, Inclusion and Justice  
4.34: Faculty Librarian Work Options  
5.1: Jury Duty/Court Related Leave  
5.3: Family Medical Leave  
5.13: Victims' Economic Security and Safety Act (VESSA)  
6.5: Domestic Partners  
6.7: Equipment Maintenance and Repair  
6.9: Proficiency Testing  
6.10: Substituting  
6.11: Independent Study  
6.12: Working at Two or More Locations  
6.13: 403(b) and 457(b) Plan Contributions  
Article IX: INTELLECTUAL PROPERTY RIGHTS

#### Appendices

C-1: Letter of Agreement Regarding Faculty Evaluation and Faculty Development Handbooks  
C-3: Letter of Agreement Regarding Standing Insurance Committee  
C-6: Letter of Agreement Regarding Excess Load for Unit Adjunct Faculty  
C-8: Letter of Agreement Regarding SURS Retirees/Annuitants

### 8.2 Unit Adjunct Faculty II Workload.

1. **Teaching Faculty.** The workload offered to unit adjunct faculty II shall be ten (10) credit or contact hours, or as close as possible without exceeding it, each semester, provided such

hours are available and the faculty member is qualified to teach them. An exception may be made for excess load with the written approval of the Vice President of Teaching, Learning and Student Development and the Association within 48 hours of the request from the dean. Such approved load shall never exceed twelve (12) credit or contact hours, except as set forth in Appendix C-6 Letter of Agreement Regarding Excess Load for Unit Adjunct Faculty.

2. **Library Faculty.** The minimum workload offered to unit adjunct II library faculty shall be 14 hours per week during the academic year plus an additional 126 clock hours during the remainder of the calendar year. Such unit adjunct library faculty may work as many additional hours as are available and for which they are qualified-not to exceed 21 hours per week-without the written approval of Vice President of Teaching, Learning and Student Development and the Association within 48 hours of the request from the dean. Such additional approved load shall never exceed twenty-eight (28) clock hours per week. A unit adjunct II library faculty will have preference over unit adjunct I and non- unit adjunct library faculty for work they are qualified to do.
3. **Determination of Load.** The minimum time allotted for initial load selection shall be ten (10) days. Subsequent selection, if other courses become available, faculty will have two (2) days to make their selection, or longer at the discretion of the dean/supervisor. However, the dean/supervisor, with the approval of the Vice President of Teaching, Learning and Student Development, maintains the discretion to assign courses or workload based on the interest of the College.

Load shall be offered and then assigned according to 4.29 Load Assignment Protocol.

4. **Seniority.** Seniority will be used to resolve conflicts between unit adjunct faculty II members who are qualified to teach and wish to teach the same courses. Seniority will be used to resolve conflicts between unit adjunct library faculty who are qualified and wish to work the same hours.

Seniority is determined in the following order:

- a. Date of entry into the bargaining unit as a unit adjunct II.
  - b. The total number of semesters worked as adjunct faculty at the College, the person having taught more semesters being senior.
  - c. Lot drawn by Human Resources for each instance.
5. **Cancellation.** In the event that a course assigned to a unit adjunct teaching faculty II (UAFII) member is cancelled, or lost due to reassignment to another instructor which resulted, directly or indirectly, from a class cancellation, then the following process shall apply to replace the cancelled or lost assignment, provided that the potential replacement course is in the UAFII member's discipline, the UAFII member is qualified and available to teach it, and



the potential replacement course would not cause the instructor to exceed ten (10) credit or contact hours:

- a. UAFII shall have the opportunity to be reassigned to a course that remains unassigned. If no such unassigned course exists, then the UAFII may select a course that had previously been assigned to a non-unit adjunct teaching faculty member.
- b. If no such course assigned to a non-unit adjunct teaching faculty member exists, the UAFII member shall have the opportunity to select a replacement course from a UAFI member, starting with the least senior unit adjunct faculty I (UAFI) member. If no such course assigned to a unit adjunct teaching faculty I (UAFI) member exists, the UAFII member shall have the opportunity to select a replacement course starting with those assigned to the least senior unit adjunct faculty II (UAFII) member.
- c. If no such course assigned to a less senior UAFI or II member exists, the UAFII member shall select a replacement class section, so long as one is available that meets the following conditions:
  - The replacement class section must be selected from a class assigned as a voluntary overload section to a full-time faculty member that is beyond their minimum load assignment (beyond minimum load defined as load plus one).
  - The replacement class section must be from the least senior full-time faculty member with an available voluntary overload assignment beyond their minimum load, so long as the UAFII member is qualified and available to teach the replacement class section.

If within six (6) calendar days before the official first day of classes, a unit adjunct teaching faculty II member's assigned class is cancelled or lost due to reassignment to another instructor which resulted, directly or indirectly, from a class cancellation and if a replacement class is not available when the unit adjunct teaching faculty II member can teach, and if an independent study is not offered, the College shall pay the unit adjunct teaching faculty II member a stipend equal to fifty dollars (\$ 50) per credit hour.

6. **Working Hours.** Unit Adjunct Faculty II members shall not exceed the maximum number of working hours on average per week as defined by the Affordable Care Act (ACA) as the maximum hours an individual can work and still be considered part time. This calculation will include actual time spent in the classroom per week, office hours, and a reasonable configuration of grading, preparation, and extra-duty time and will be averaged over the maximum period of time allowed by ACA rules. If a further clarification provided by the IRS changes this configuration, the ECCFA or the Board will be allowed to impact bargain.

### 8.3 Office Hours.

Instructors shall hold office hours a minimum of twenty (20) minutes per week for every hour of load assignment. Up to one-third (1/3) of the office hours may be held by appointment (possible hours for

appointment shall be provided to students, as applicable). Office hours will be held in person, on campus, or virtually, and occur on a regularly scheduled basis, aside from by appointment hours. Requests from students for in person office hours should be accommodated to the extent possible. Office hours that are held in person shall be held on campus at a place mutually convenient to the instructor and students. Office hours held virtually shall be delivered through one of the college's supported meeting software platforms or learning management system and shall be pre-established and consistent throughout the semester, aside from by appointment hours. Faculty shall be logged into a college supported meeting software platform during all scheduled virtual office hours, unless electing to use alternative platforms requested by students. Additionally, when communicating with students during virtual office hours, the faculty member's camera must remain turned on when students are present. Also, faculty should not be in transit while providing virtual office hours.

An office hour schedule must be submitted electronically or in another mutually agreed fashion to the dean/supervisor for approval by the first school day after the initial day on which the instructor is scheduled to teach. This may be extended in the case of extenuating circumstances upon submittal to the dean/supervisor of a request, which shall not be arbitrarily or capriciously denied. Modified or updated office hours may be submitted to the dean/supervisor at any time. For the purpose of this section, a school day is a day on which the Administrative Offices are open, excluding Saturdays and Sundays.

All office hours will be posted outside the instructor's office and within the learning management system. Office hour schedules must include days, times, and locations. If the instructor is unable to hold scheduled office hours, the dean or dean's designee must be notified by email prior to the scheduled change or as soon as possible. Each instructor shall schedule office hours at times convenient for the students.

If the instructor teaches at a location, excluding the main campus, at which facilities to hold office hours are not available, reasonable alternative arrangements may be made with the approval of the Dean/supervisor.

#### **8.4 Instructional Area Meetings.**

Unit adjunct faculty II members will attend instructional area meetings that apply specifically to them under the same terms as full-time faculty under Section 4.18. If unit adjunct faculty II members are unable to attend, they will be given materials and/or minutes from the meeting.

#### **8.5 Professional Expense and Faculty Development Benefit.**

Each unit adjunct faculty II will be granted two-hundred fifty dollars (\$250) per active semester, not including summer semester, for faculty development activities and incurred professional expenses that are directly applicable to their position at the college. Expenses made after July 1 will be reimbursed the following fall semester contingent upon the faculty member actively teaching in the fall semester. Expenses made after December 1 will be reimbursed the following spring semester contingent upon the faculty member actively teaching in the spring semester. If a unit adjunct II

faculty does not use all of the \$250 during an active fall semester, the remainder will carry over and be added to the spring semester if the unit adjunct II is active in the spring.

Faculty development activities and incurred professional expenses may include professional travel expenses, conferences and workshops, tuition, books, professional publications, hardware and software, and other professional activities and supplies. The following are examples of reimbursement claims which are not considered faculty development activities and professional expenses: party expenses, snacks, candies for students or colleagues, gifts for students or staff, fitness center memberships, personal enrichment classes, cell phones or phone contracts, subscriptions to music download companies or movie providers, dues for professional associations not related to your position at the college, furniture, desks, chairs, equipment not directly utilized in performing the duties of your position.

All requests for reimbursement must be submitted to the dean/supervisor for approval with attached original receipts and completion certificates. After utilizing all funds deposited to faculty development under previous contracts, unused monies on a per member basis, up to two-hundred fifty dollars (\$250) per UAll member, shall be automatically deposited in the Unit Adjunct Faculty Faculty Development and Expense account. Accumulated faculty development funds, less any encumbered funds, cannot exceed the total of three-hundred dollars (\$300) per total number of unit adjuncts at the end of the academic year. These funds will be allocated on a competitive basis by the Faculty Development Committee and shall be subject to the approval of the Vice President of Teaching, Learning and Student Development.

Reimbursement requests must be submitted no later than thirty (30) calendar days following the end of the academic year in which the expense was incurred.

## **8.6 Evaluation.**

Unit adjunct faculty II shall be evaluated in the manner prescribed in all applicable sections of the Faculty Evaluation Handbook. No tenure status will be accrued or granted to the unit adjunct faculty II member. Unit adjunct faculty I who attain unit adjunct faculty II status shall be evaluated three (3) years from their last evaluation and on a triennial basis thereafter. If the faculty member teaches in multiple modalities, the Dean may choose the modality to be evaluated; the faculty member will choose the course. If formally evaluated more frequently, the unit member's dean/supervisor shall discuss the reasons with the unit member and Association representative (at the unit member's option) prior to such formal evaluation.

1. Unit Adjunct Faculty II members shall facilitate submission of student evaluations to the Office of Institutional Research (IR) for all classes every semester. Aggregate data reports shall only include identifiers down to the course level. Data on courses taught by just one faculty member shall not include individual course identifiers but rather shall be reported in a single aggregate category by division.
2. For Unit Adjunct Faculty II members undergoing triennial evaluation, IR shall tabulate student evaluation data for all classes taught during the two semesters prior to the triennial review.

3. Student evaluations may be used for the purpose of improvement of instruction, and may be compiled in the aggregate to meet accreditation and other assessment of learning accountability measures. No punitive action may be taken against faculty based upon student evaluations.
4. Each year the faculty member will submit a self-assessment, including a professional growth plan, to the dean/supervisor. The forms, procedure and deadlines for this evaluation are specified in the Faculty Evaluation Handbook.

### **8.7 Discipline.**

Disciplinary actions are made subject to the grievance procedure. The College agrees that disciplinary action shall be in a timely fashion with progressive and corrective discipline, as appropriate.

### **8.8 Salary.**

1. Vertical step movement shall be granted to active members of the bargaining unit who taught during the previous calendar year.
2. Vertical step movement, when appropriate, occurs at the beginning of the spring semester.
3. The maximum horizontal movement is one (1) lane per year, or up to two (2) lanes in the year a member has completed a pre-approved and accredited degree program. Only credit hours associated with a pre-approved and accredited degree program may be counted toward the movement of two lanes in the event the member will be completing the degree in that year. Hours associated with other approved activities may be applied in a subsequent year. Lane change activities completed by December 31 and documented no later than February 15 shall be awarded on the salary schedule for that calendar year.
4. Alternate lane movement shall be permitted according to criteria and procedures outlined in the Faculty Development Handbook. Work experience shall not be considered an eligible alternate activity for unit adjunct faculty. The source of funding, personal, institutional, or other, will not be a consideration for any professional growth activity.
5. Initial placement on the schedule beyond Lane I shall be based on transcripts or other documentation submitted by the unit adjunct faculty member to Human Resources. This documentation shall be required within 45 calendar days of the start of the semester in which the instructor qualifies for membership in the bargaining unit.
6. For purposes of compensation placement for unit adjunct faculty, placement at Lane 2 shall require a master's degree or equivalent experience. Equivalent experience shall be defined as formal recognition within their vocational field in terms of external certification, licensing, or journeyman status to be approved by both the dean and Human Resources.
7. For years 2023, 2024, and 2025, each Unit Adjunct II who has remained for one year on step 7 of the salary schedule shall receive a one-time payout of \$150 for each active semester excluding summer, subject to federal and state taxes. This payment is to be considered SURS eligible

compensation. Employees may choose to have the payment contributed to their 403(b) or 457(b) with appropriate notification to human resources.

## **8.9 [Previously Intentionally Deleted].**

### **8.10 Professional Resources.**

Each unit adjunct faculty II shall receive a permanent parking tag, a voice mail number, an e-mail address and access to a copy machine. Unit adjunct faculty II names, voice mail numbers, and office numbers shall appear in the employee directory.

Shared office space and a shared space for confidential meetings shall be provided for each unit adjunct faculty member. Upon request, each unit adjunct office shall be equipped with secured file space for each person assigned to that office.

Further, an appropriate number of computers and printers, and a telephone extension will be provided.

### **8.11 Unit Adjunct Faculty Who Accept Administrative Positions.**

Unit adjunct faculty members who accept a temporary administrative position will be considered inactive in the bargaining unit and the terms of the contract shall not apply to them for the duration of the administrative appointment. At the termination of the temporary administrative appointment they may return to the bargaining unit at the same seniority and salary placement they held previously. Time spent in a temporary administration position shall not count in the calculation of seniority. Unit adjunct faculty members who accept a regular (non-temporary) administrative position will forfeit membership, and the terms of the contract shall not apply to them.

### **8.12 Sick Leave.**

Unit adjunct faculty II shall have the right to utilize sick leave due to personal illness or disability or because of a medical emergency in the faculty member's immediate family defined as spouse, children, parents, grandparents and grandchildren, or for the purpose of completing matters which cannot reasonably be attended to or postponed to days or hours on which the faculty member is not required to be on campus. If extenuating circumstances arise, the College President may approve additional leave. A doctor's statement substantiating the illness and/or verifying ability to return to work may be required.

Sick leave for Unit adjunct II teaching faculty shall be earned at the rate of four (4) days per semester with unlimited accumulation for reporting to SURS. Days that rollover from another bank into sick are not reportable to SURS. All sick days shall be available on the first day of the semester. Only four (4) sick days may be used per semester. No payment for unused sick time accrued will be made.

Unit adjunct library faculty II shall earn eight (8) days sick leave per calendar year with unlimited accumulation for reporting to SURS. Days that rollover from another bank into sick are not reportable to SURS. All sick days shall be available on the first day of the year. No payment for unused sick time accrued will be made. Only eight (8) sick days per year may be used.

The Board authorizes ECCFA to establish a Sick Leave Bank. Donations to this bank will be open to all faculty members and will be voluntary. The bank shall be administered by Human Resources.

The Sick Leave Bank is subject to the following guidelines:

1. Notices of participation in the bank must be provided on the appropriate form to Human Resources no later than September 30 for the current academic year.
2. Notice of withdrawal of participation must be made no later than September 30 for the current academic year. Days already donated shall remain in the bank.
3. Each faculty member may contribute up to two (2) sick days per academic year to the bank.
4. After depletion of personal sick leave, any ECC employee may apply to a faculty committee chaired by a member of the Human Resources staff for additional sick days from the bank. This committee will establish general guidelines for distribution of banked days. If the committee denies the request, the committee will notify the applicant in writing, with the reasons for denial.
5. The Sick Leave Bank shall be available only for the illness of the employee and not for the illness of a family member.
6. Employees applying to the bank must submit the request and all required documentation no later than thirty (30) calendar days after the employee has returned from leave, if all benefit time has been exhausted.

Employees applying to the bank shall absolve and hold harmless in all respects the Board of Trustees, the administration, ECCFA and the committee regarding the establishment and implementation of the Sick Leave Bank.

### **8.13 Inactive Status.**

A unit adjunct faculty II member who is not teaching or providing library service at the college, irrespective of the reason, during a fall or spring semester will be considered an inactive member of the bargaining unit.

Unit adjunct faculty II members who are inactive for four (4) consecutive semesters excluding summers, will no longer be considered part of the bargaining unit. The terms of this contract shall not apply to unit adjunct faculty members during semesters when they are inactive. No annual step movement or seniority will be accumulated for semesters of inactivity.

A unit adjunct faculty member II who resigns from the college in writing will no longer be considered a bargaining unit member and must re-apply for employment if he or she wishes to return to the college.

To re-enter the bargaining unit, adjunct faculty II who have forfeited their membership through inactivity or resignation must qualify again by criterion set forth in Article I of this contract. Employment prior to the period of inactivity or resignation will not count toward qualification.

#### 8.14 Sabbatical Leave.

1. The Board shall grant to two (2) eligible unit adjunct faculty II who shall have appropriately applied for sabbatical leave, provided that, in the judgment of the Faculty Development Committee and concurrence of the Board by its resolution, such leave will clearly add to the effectiveness of the faculty member in the performance of his/her responsibilities at the College and/or clearly accrue to the benefit of the College. Unit adjunct faculty II are eligible to seek a sabbatical leave for an academic semester (excluding summer) or academic year (excluding summer) after having completed six (6) continuous years of active service in a bargaining unit subject to this Agreement. Unit adjunct faculty II may be eligible to request subsequent sabbatical leaves after having completed an additional six (6) continuous years of service in a bargaining unit subject to this Agreement since the completion of the last sabbatical year. A unit adjunct faculty II member shall not be eligible for any sabbatical leave following an academic year in which he/she was on leave of absence for sixty (60) days or more. For purposes of interpreting this paragraph, "six (6) continuous years of active service" shall be defined as a unit adjunct faculty II member who has taught or served as a librarian in a bargaining unit subject to this Agreement for at least ten (10) of the last twelve (12) semesters over the six (6) year period, excluding summer.
2. Faculty shall make application for sabbatical leave in writing to the Vice President of Teaching, Learning and Student Development or designee pursuant to a reasonable timetable which shall be established. Such application shall include all the dates pertinent to such leave.
3. Two (2) sabbatical leaves shall be available each calendar year.
4.
  - a. During the period of sabbatical leave, unit adjunct faculty II shall be compensated at his/her current salary of the average contact hours worked over the preceding six teaching semesters (excluding summer). However, in no case shall unit adjunct faculty II receive compensation exceeding the equivalent of 10 contact hours for a sabbatical leave.
  - b. Leave and vertical movement on the salary schedule, if any, shall accrue during the term of the leave.
  - c. Unit adjunct faculty II on sabbatical leave shall not teach at Elgin Community College or perform their customary duties, unless a request is submitted in writing to the dean and the Vice President of Teaching, Learning and Student Development and approved in writing by the President.
5. As a condition precedent to sabbatical leave, unit adjunct faculty II shall agree to return to the College as unit adjunct II faculty for at least one (1) academic year immediately following the conclusion of such leave and shall execute a promissory note assuring restitution of all salary paid during such leave if he/she does not return, such to be payable in bi-monthly installments over a term not to exceed twice the length of the leave.
6. Unit adjunct faculty II shall make a comprehensive written report to the College President and the Board at the conclusion of the leave. This report should include, but is not limited to, a

summary of the program of study or project, an evaluation of the experience, and how the results of the leave will be used to improve instruction.

### **8.15 Committee Appointment and Participation.**

From time to time the College President or Administration will establish ad hoc or standing advisory committees. If unit adjunct faculty II representation is requested, those unit adjunct faculty II mutually acceptable to the Association and the College may serve and will be paid twenty-eight dollars (\$28) per committee meeting hour. When a meeting is convened but subsequently cancelled or lasts less than one-hour, or when a scheduled meeting is cancelled (via Outlook or email) or otherwise not held and the faculty member is not provided a minimum two (2) hour advance notice of such and arrives at the meeting location, the faculty member shall receive one hour of pay. Unit adjunct faculty II shall submit timesheets recording their participation for those hours biweekly to the dean or administrator from whose budget the unit adjunct will be paid. No unit adjunct faculty II will be required to participate on any committee.

### **8.16 Tuition Reimbursement.**

Unit adjunct faculty II, spouses, and children age 25 or younger shall have the right to receive reimbursement of tuition for all credit courses taken at ECC, in which they receive a grade of "C", or better. The tuition must be paid in full to request reimbursement and the request must be completed and submitted within ninety (90) days of semester completion or the request will be denied.

In the event an incomplete grade is revised to a grade of "C" or better after the expiration of 90 days from semester completion, then a reimbursement request may be submitted within ten (10) days thereafter along with written documentation reflecting the grade change; provided, that even in this case no reimbursement request shall be honored if submitted more than one-hundred and thirty (130) days after completion of the semester in which the course was taken.

### **8.17 Reduction in Force.**

If the Board determines that it is necessary to discontinue a service or program(s), the President of the College shall convene a meeting to discuss the proposed cuts with the Association. The Board shall make a reasonable effort to avoid layoff of faculty members whose positions could be maintained through the reduction or elimination of overload assignments.

Written notice shall be provided to the Association and the affected faculty member 60 days in advance of the action being taken. Dismissed faculty will receive a statement of honorable dismissal.

Human Resources shall each year establish a list showing the seniority of each faculty member. Copies of the list shall be distributed to the Association on or before February 1 of each year.

Faculty members on leave of absence/suspension at the time of reduction of force takes place shall be treated no differently from other faculty members.



Within each program area, the order of layoff shall be in inverse order of seniority (subject to the requirement for laying off full-time faculty members set forth in section 4.22 of this Agreement). A faculty member shall have seniority in each program area in which he/she has full qualifications to teach. The order of layoff shall be as follows, with part-time faculty being laid off first in inverse order of seniority:

1. Non-Unit Adjunct Faculty
2. Voluntary overload assignments
3. Unit Adjunct Faculty I
4. Unit Adjunct Faculty II
5. Full-time Faculty

Prior to any layoff of non-unit adjunct faculty, a request shall be submitted to any full-time faculty member(s) assigned to teach voluntary overload in the program area to determine if any such full-time faculty member is willing, in his/her sole discretion, to forego the voluntary overload assignment.

With respect to faculty positions, a faculty member will be considered to have qualifications for another program area if he/she meets the minimum qualifications outlined in "Administrative Procedure 5.103: Minimum Requirements for Appointment". These qualifications will be reviewed collaboratively according to the Administrative Procedure review cycle. Additional course-level qualifications apply as documented on the approved master course outline available on CurricuNET.

If the Board determines to employ additional part-time faculty any time during the 24 month period from the beginning of the academic year for which the faculty member was dismissed, such position(s) shall be offered first and in inverse order to the faculty members laid-off hereunder in the pertinent programs. Such offer of employment shall be transmitted in writing to the faculty members last known address and to the Association. If the faculty member does not respond affirmatively to such offer within ten (10) calendar days of such receipt or within twenty (20) calendar days of the date of mailing, whichever shall occur first, the Board's obligation hereunder shall cease.

Any part-time faculty member laid-off hereunder and thereafter reemployed pursuant to the preceding paragraph, shall not count any year or portion thereof between layoff and recall (if such should occur) in the two years after being laid-off. Any faculty member laid-off hereunder and subsequently re-employed shall not accrue seniority between the layoff and recall (if such should occur). If the faculty member is recalled to work in the twenty-four (24) month period, he/she will have their compensation and benefits reinstated.

## Article IX: Intellectual Property Rights.

### 9.1 Definition of Copyrightable Work.

Works of authorship fixed in any tangible medium of expression, now known or later developed, from which they can be perceived, reproduced, or otherwise communicated, either directly or with the aid of a machine or device, including, but not limited to, the following:

1. Literary works, (includes works, other than audiovisual works, expressed in words, numbers, or other verbal or numerical symbols, or indicia, regardless of the nature of the material objects, such as books, periodicals, manuscripts, phono records, films, tapes, disks or cards in which they are embodied).
2. Musical works and any lyrics
3. Dramatic works and any music
4. Choreographic and pantomime works
5. Pictorial, graphic, or 3-dimensional art works
6. Motion pictures and other audiovisual works
7. Sound recordings
8. Course syllabus
9. Compilations and derivative works, such as translations, adaptations, and musical arrangements, but only the material contributed by the author of such works as distinguished from the preexisting material.

### 9.2 Ownership of Copyrights, Scope and Applicability.

The responsibilities of the faculty of Elgin Community College include creation of scholarly and artistic works; creation and use of teaching materials for the classroom; and the broad dissemination and distribution of such works. The College does not claim ownership of copyrightable materials produced by faculty members except in cases where a written agreement or employment contract makes other provisions. Such agreements may be developed and executed, for example, in each of the following cases if:

1. Production of a copyrightable work requires significant College resources, (funding, special facilities, unusual demands on existing facilities, services, and/or support staff time), over and above those normally needed to conduct the teaching, research, and creative activities of a faculty member.
2. A sponsored research agreement, or other agreement for the purpose of or supporting creation of, a copyrightable work that requires that the rights be assigned to the College or through the College, to a third party.
3. The faculty member(s) desire the assistance of a College office for marketing, licensing, and/or distributing a copyrightable work which would not otherwise be assigned to the member.
4. The faculty member creating a copyrightable work has been hired for the purpose and/or the job responsibilities of the faculty member explicitly and in writing are defined to include creation of specific works.

5. The College wishes to obtain or protect a right to use the copyrightable work without royalties or other restrictions, or to establish a right to create derivative works.
6. Other situations in which the College may be deemed to have an interest or incur a risk in a copyrightable work that goes beyond the normal involvement of the College in the scholarly, reactive, and professional work of its faculty members

The agreement referred to in 9.2 above will stipulate the nature of the copyrightable work(s) and the disposition of the property rights in the work(s). The College shall not have the right to market the work or any derivative work unless explicitly granted by the owner.

## **Article X: Conditions of Employment Unit Adjunct Faculty I.**

### **10.1 Other Applicable Sections.**

The following Sections shall also be applicable to Unit Adjunct Faculty I:

- 1.3: Recognition and Bargaining Unit
- Article II: ASSOCIATION-BOARD RELATIONS
- Article III: GRIEVANCE PROCEDURE
- 4.1: Academic Freedom
- 4.9: Team Teaching
- 4.10: Block Teaching
- 4.11: Distance Learning
- 4.13: Faculty Personnel Records
- 4.15: Academic Calendar
- 4.17: Grant Related Activity
- 4.20: Release Time
- 4.23: Class Size
- 4.24: Sexual and Discriminatory Harassment
- 4.26: Instructional Coordinator Position
- 4.28: Faculty Teaching in Multiple Divisions
- 4.29: Load Assignment Protocol
- 4.30: Workplace Training
- 4.31: Syllabus
- 4.33: Learning, Equity, Diversity, Inclusion and Justice
- 4.34: Faculty Librarian Work Options
- 5.1: Jury Duty/Court Related Leave
- 5.3: Family Medical Leave
- 5.13: Victims' Economic Security and Safety Act (VESSA)
- 6.5: Domestic Partners
- 6.7: Equipment Maintenance and Repair
- 6.9: Proficiency Testing
- 6.10: Substituting
- 6.11: Independent Study
- 6.13: 403(b) and 457(b) Plan Contributions
- 8.3: Office Hours
- 8.11: Unit Adjunct Faculty Who Accept Administrative Positions

8.15: Committee Appointment and Participation

8.17: Reduction in Force

Article IX: INTELLECTUAL PROPERTY RIGHTS

### **Appendices**

C-1: Letter of Agreement Regarding Faculty Evaluation and Faculty Development Handbooks

C-3: Letter of Agreement Regarding Standing Insurance Committee

C-6: Letter of Agreement Regarding Excess Load for Unit Adjunct Faculty

C-8: Letter of Agreement Regarding SURS Retirees/Annuitants

## **10.2 [Previously Intentionally Deleted].**

### **10.3 Inactive Status.**

A unit adjunct faculty I member who is not teaching or providing library service at the college, irrespective of the reason, during a fall or spring semester will be considered an inactive member of the bargaining unit.

Unit adjunct faculty I members who are inactive for three (3) consecutive semesters excluding summers will no longer be considered part of the bargaining unit. The terms of this contract shall not apply to unit faculty members during semesters when they are inactive. No annual step movement or seniority will be accumulated for semesters of inactivity.

A unit adjunct faculty member I who resigns from the college in writing will no longer be considered a bargaining unit member and must re-apply for employment if he or she wishes to return to the college.

To re-enter the bargaining unit, adjunct faculty I who have forfeited their membership through inactivity or resignation must qualify again by criterion set forth in Article I of this contract. Employment prior to the period of inactivity or resignation will not count toward qualification.

### **10.4 Unit Adjunct Faculty I Workload.**

1. **Teaching Faculty.** The workload offered to unit adjunct faculty I shall be comprised of one of the following provided such hours are available for assignment and the faculty member is qualified to teach them:
  - a. For the fall 2017 semester and earlier, up to a maximum of six (6) credit or contact hours, or as close as possible without exceeding it.
  - b. In all semesters subsequent to the fall of 2017 semester, two courses totaling eight (8) credit or contact hours, if available, or otherwise two courses totaling seven (7) credit or contact hours, if available, or otherwise any number of courses totaling up to a maximum of six (6) credit or contact hours, or as close as possible without exceeding it.

In any semester, an exception may be made for excess load with the written approval of the Vice President of Teaching, Learning and Student Development and the Association within 48 hours of

the request from the Dean. Such approved load shall never exceed twelve (12) credit or contact hours, except as set forth in Appendix C-6 Letter of Agreement Regarding Excess Load for Unit Adjunct Faculty.

2. **Library Faculty.** The minimum workload offered to unit adjunct library faculty I shall be seven (7) hours per week during the academic year plus an additional 63 hours during the remainder of the calendar year. Such unit adjunct library faculty may work as many additional hours as are available and for which they are qualified not to exceed fourteen (14) hours per week without the written approval of the Vice President for Teaching, Learning and Student Development and the Association within 48 hours of the request from the dean. Such additional approved load shall never exceed twenty-eight (28) clock hours per week.

A unit adjunct library faculty I will have preference over non-unit adjunct library faculty for work they are qualified to do.

3. **Determination of Load.** The minimum time allotted for initial load selection shall be ten (10) days. Subsequent to initial load selection, if other courses become available, faculty will have two (2) days to make their selection, or longer at the discretion of the dean/supervisor. However, the dean/supervisor, with the approval of the Vice President of Teaching, Learning and Student Development maintains the discretion to assign courses or workload based on the interest of the College.

Load shall be offered and then assigned according to the 4.29 Load Assignment Protocol.

4. **Seniority.** Seniority will be used to resolve conflicts between unit adjunct faculty I members who are qualified to teach and wish to teach the same section of a course. Seniority will be used to resolve conflicts between unit adjunct library faculty I who are qualified and wish to work the same hours.

Seniority is determined in the following order:

- a. Date of entry into the bargaining unit as a unit adjunct I.
- b. The total number of semesters worked as adjunct faculty at the College, the person having taught more semesters being senior.
- c. Lot drawn by Human Resources for each instance.

5. **Cancellation.** In the event that a course assigned to a unit adjunct teaching faculty I (UAFI) member is cancelled or lost due to reassignment to another instructor which resulted, directly or indirectly, from a class cancellation, then the following process shall apply to replace the cancelled or lost assignment provided that the potential replacement course is in the UAFI member's discipline, the UAFI member is qualified and available to teach it, and the potential replacement course would not cause the instructor to exceed eight (8) credit or contact hours (or six credit or contact hours for the fall 2017 semester or earlier):

- a. UAFI shall have the opportunity to be reassigned to a course that remains unassigned.
- b. If no such unassigned course exists, then the UAF I may select a course that had previously been assigned to a non-unit adjunct teaching faculty member.
- c. If no such course assigned to a non-unit adjunct teaching faculty member exists, the UAF I member shall have the opportunity to select a replacement course starting with those assigned to the least senior UAF I member.

If within five (5) calendar days before the official first day of classes, a UAFI member's assigned class is cancelled, or lost due to reassignment to another instructor which resulted, directly or indirectly, from a class cancellation, and if a replacement class is not available when the UAFI member can teach, and if an independent study is not offered, the college shall pay the UAFI member a one hundred-dollar (\$100) stipend.

6. **Working Hours.** Unit Adjunct Faculty I members shall not exceed the maximum number of working hours on average per week as defined by the Affordable Care Act (ACA) as the maximum hours an individual can work and still be considered part time. This calculation will include actual time spent in the classroom per week, office hours, and a reasonable configuration of grading, preparation, and extra-duty time and will be averaged over the maximum period of time allowed by ACA rules. If a further clarification provided by the IRS changes this configuration, the ECCFA or the Board will be allowed to impact bargain.

### 10.5 Evaluation.

Unit adjunct faculty I shall be evaluated in the manner prescribed in all applicable sections of the Faculty Evaluation Handbook.

Unit adjunct faculty I who have taught six (6) semesters or more shall be evaluated every two (2) years. Unit adjunct faculty I who have taught two (2) to five (5) semesters shall be evaluated annually. If the faculty member teaches in multiple modalities, the dean may choose the modality to be evaluated; the faculty member will choose the course. At the dean's discretion or upon recommendation of the evaluator(s), the dean may waive an evaluation cycle.

At the dean's discretion or upon recommendation of the evaluator(s), one additional evaluation may be performed annually by the dean or designee. Prior to an additional evaluation, the dean will discuss the reasons with the unit adjunct faculty I member and an Association representative (at the unit adjunct faculty I member's option). At the dean's discretion, unit adjunct faculty I may be evaluated for each new course delivered.

The dean shall request from the Instructional Coordinator a list of qualified persons to serve as evaluators. The list may be drawn from Instructional Coordinators, Program Directors, administrative designees, and/or UAF II, full-time faculty or other qualified individuals within the discipline or a related discipline. The deans shall assign evaluators from that list.

Evaluations will be performed by one of the following:

1. Faculty member (or two (2) faculty members, if requested by the evaluating faculty member or instructional coordinator).
2. The dean or dean's designee.
3. Other qualified individual.

The evaluation procedure for unit adjunct faculty I shall include a classroom visitation with pre- and post-conferences and student evaluation of instruction. Student evaluations of instruction shall be completed for all sections taught. All evaluative materials shall be given to the dean.

Each year the unit adjunct faculty I member will submit a self-assessment, including a professional growth plan, to the dean/supervisor. The forms, procedure and deadlines for this evaluation are specified in the Faculty Evaluation Handbook.

If an evaluator or the UAFI to be evaluated has a concern regarding an evaluation, he/she may confer with the dean prior to the next evaluation cycle, and, if necessary, the dean may participate in the evaluation process.

The rate of pay for one full-time or UAF II faculty member to perform an evaluation of a UAFI or non-unit adjuncts will be \$125. However, if two faculty members perform the evaluation the rate of pay will be \$150 for the evaluation process.

Unit adjunct faculty I librarians shall be evaluated in the manner prescribed in all applicable sections of the Faculty Evaluation Handbook.

#### **10.6 [Previously Intentionally Deleted].**

#### **10.7 Instructional Meetings.**

Unit adjunct faculty I members are encouraged to attend instructional area meetings. If adjunct faculty I members are unable to attend, they will be given materials and/or minutes from the meeting.

#### **10.8 Professional Resources.**

Each unit adjunct faculty I shall receive a permanent parking tag, a voice mail number, an e-mail address, and access to a copy machine. Unit adjunct faculty I names, voice mail numbers, and office numbers shall appear in the employee directory.

Shared office space and a shared space for confidential meetings shall be provided for each unit adjunct faculty I member. Upon request, each unit adjunct office shall be equipped with secured file space for each person assigned to that office. Further, an appropriate number of computers and printers and a telephone extension will be provided.

## **10.9 [Previously Intentionally Deleted].**

## **10.10 [Previously Intentionally Deleted].**

### **10.11 Professional Expense and Faculty Development Benefit.**

Each unit adjunct faculty I will be granted two-hundred fifty dollars (\$250) per active semester, not including summer semester, for faculty development activities and incurred professional expenses that occur during an active semester that are directly applicable to their position at the college. Expenses made after July 1 will be reimbursed the following fall semester contingent upon the faculty member actively teaching in the fall semester. Expenses made after December 1 will be reimbursed the following spring semester contingent upon the faculty member actively teaching in the spring semester. If a unit adjunct I faculty does not use all of the \$250 during an active fall semester, the remainder will carry over and be added to the spring semester if the unit adjunct I is active in the spring.

Faculty development activities and incurred professional expenses may include professional travel expenses, conferences and workshops, tuition, books, professional publications, hardware and software, and other professional activities and supplies. The following are examples of reimbursement claims which are not considered faculty development activities and professional expenses: party expenses, snacks, candies for students or colleagues, gifts for students or staff, fitness center memberships, personal enrichment classes, cell phones or phone contracts, subscriptions to music download companies or movie providers, dues for professional associations not related to your position at the college, furniture, desks, chairs, equipment not directly utilized in performing the duties of your position.

All requests for reimbursement must be submitted to the dean/supervisor for approval with attached original receipts and completion certificates. After utilizing all funds deposited to faculty development under previous contracts, unused monies on a per member basis, up to two-hundred fifty dollars (\$250) per UAI member, shall be automatically deposited in the Unit Adjunct Faculty Faculty Development and Expense account. Accumulated development funds, less any encumbered funds, cannot exceed the total of three-hundred dollars (\$300) per total number of unit adjuncts at the end of the academic year. These funds will be allocated on a competitive basis by the Faculty Development Committee and shall be subject to the approval of the Vice President of Teaching, Learning and Student Development.

Reimbursement requests must be submitted no later than thirty (30) calendar days following the end of the academic year in which the expense was incurred.

### **10.12 Tuition Reimbursement.**

Unit adjunct teaching faculty I will earn tuition reimbursement for credit courses at a rate of one credit hour for each credit hour taught beginning August, 2005. Unit adjunct librarian faculty I will earn tuition reimbursement for credit courses at a rate of eight (8) credit hours per calendar year beginning August, 2008. The tuition reimbursement hours will accumulate and can be used for the



member, their spouse and children age 25 or younger and shall have the right to receive reimbursement of tuition for all credit courses taken at ECC, in which they receive a grade of "C" or better. Accumulated hours will be forfeited if a member's status is no longer UAF-I. The tuition must be paid in full to request reimbursement and the request must be completed and submitted within ninety (90) days of semester completion or the request will be denied.

In the event an incomplete grade is revised to a grade of "C" or better after the expiration of 90 days from semester completion, then a reimbursement request may be submitted within ten (10) days thereafter along with written documentation reflecting the grade change; provided, that even in this case no reimbursement request shall be honored if submitted more than one-hundred and thirty (130) days after completion of the semester in which the course was taken.

### **10.13 Sick Leave.**

Unit adjunct faculty I shall have the right to utilize sick leave due to personal illness or disability or because of a medical emergency in the faculty member's immediate family defined as spouse, children, parents, grandparents and grandchildren, or for the purpose of completing matters which cannot reasonably be attended to or postponed to days or hours on which the faculty member is not required to be on campus. If extenuating circumstances arise, the College President may approve additional leave. A doctor's statement substantiating the illness and/or verifying ability to return to work may be required.

Sick leave for unit adjunct teaching faculty I shall be earned at the rate of one (1) day per semester per class taught not to exceed three (3) days with unlimited accumulation for reporting to SURS. Days that rollover from another bank into sick are not reportable to SURS. All sick days shall be available on the first day of each class. Only three (3) sick days may be used per semester. No payment for unused sick time accrued will be made.

Unit adjunct library faculty I shall earn five (5) days sick leave per calendar year with unlimited accumulation for reporting to SURS. Days that rollover from another bank into sick are not reportable to SURS. All sick days shall be available on the first day of the year. Only five (5) sick days per year may be used. No payment for unused sick time accrued will be made.

The Board authorizes ECCFA to establish a Sick Leave Bank. Donations to this bank will be open to all faculty members and will be voluntary. The bank shall be administered by Human Resources.

The Sick Leave Bank is subject to the following guidelines:

1. Notices of participation in the bank must be provided on the appropriate form to Human Resources no later than September 30 for the current academic year.
2. Notice of withdrawal of participation must be made no later than September 30 for the current academic year. Days already donated shall remain in the bank.
3. Each faculty member may contribute up to two (2) sick days per academic year to the bank.
4. After depletion of personal sick leave, any ECC employee may apply to a faculty committee chaired by a member of the Human Resources staff for additional sick days from the bank. This committee

will establish general guidelines for distribution of banked days. If the committee denies the request, the committee will notify the applicant in writing, with the reasons for denial.

5. The Sick Leave Bank shall be available only for the illness of the employee and not for the illness of a family member.
6. Employees applying to the bank must submit the request and all required documentation no later than thirty (30) calendar days after the employee has returned from leave, if all benefit time has been exhausted.

Employees applying to the bank shall absolve and hold harmless in all respects the Board of Trustees, the administration, ECCFA and the committee regarding the establishment and implementation of the Sick Leave Bank.

#### **10.14 [Previously Intentionally Deleted].**

#### **10.15 Salary.**

To be considered for initial placement beyond Lane 1, Human Resources must receive original official transcripts within 45 days of notification of unit status. Copies will not be accepted.

The maximum horizontal movement is one (1) lane per year, or up to two (2) lanes in the year a member has completed a pre-approved and accredited degree program. Only credit hours associated with a pre-approved and accredited degree program may be counted toward the movement of two lanes in the event the member will be completing the degree in that year. Hours associated with other approved activities may be applied in a subsequent year. Lane change activities completed by December 31 and documented no later than February 15 shall be awarded on the salary schedule for that calendar year.

For purposes of compensation placement for unit adjunct faculty, placement at Lane 2 shall require a master's degree or equivalent experience. Equivalent experience shall be defined as formal recognition within their vocational field in terms of external certification, licensing, or journeyman status to be approved by both the dean and Human Resources.

The "Alternate lane movement shall be permitted January, 2002" provision of 8.8.4 does not apply; however, UAIs shall be permitted to use alternate lane activities beginning January, 2009.

#### **10.16 Discipline.**

Disciplinary actions are made subject to the grievance procedure. The College agrees that disciplinary action shall be in a timely fashion with progressive and corrective discipline, as appropriate.

### **Article XI: Miscellaneous.**

#### **11.1 Savings Clause.**

If any provision of this Agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes, all other provisions of this

Agreement shall remain in full force and effect for the duration of this Agreement, and the parties shall meet as soon as possible to agree on a substitute provision.

### **11.2 Entire Agreement.**

The parties acknowledge that during the negotiation which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the ECCFA, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement. This Agreement may only be amended during its term by the parties' mutual agreement in writing.

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## Appendix A: Salary Schedules.

### Appendix A-1: 2023 - 2025 Full-Time Salary and Rank Schedule

#### 2023

I	II	III	IV	V	VI	VII	VIII	IX	X
MA	MA+8	MA+16	MA+24	MA+30	MA+38	MA+46	MA+54	MA+60	MA+75
\$ 52,331	\$ 54,163	\$ 56,057	\$ 58,019	\$ 60,050	\$ 62,154	\$ 64,330	\$ 66,581	\$ 68,909	\$ 71,322
\$ 54,686	\$ 56,601	\$ 58,579	\$ 60,631	\$ 62,755	\$ 64,948	\$ 67,224	\$ 69,574	\$ 72,013	\$ 74,530
\$ 57,041	\$ 59,040	\$ 61,102	\$ 63,242	\$ 65,456	\$ 67,748	\$ 70,118	\$ 72,573	\$ 75,111	\$ 77,743
\$ 59,396	\$ 61,473	\$ 63,624	\$ 65,853	\$ 68,156	\$ 70,542	\$ 73,012	\$ 75,566	\$ 78,214	\$ 80,951
\$ 61,751	\$ 63,912	\$ 66,146	\$ 68,465	\$ 70,861	\$ 73,342	\$ 75,906	\$ 78,565	\$ 81,312	\$ 84,159
\$ 64,105	\$ 66,350	\$ 68,674	\$ 71,076	\$ 73,562	\$ 76,136	\$ 78,800	\$ 81,558	\$ 84,415	\$ 87,372
\$ 66,460	\$ 68,784	\$ 71,196	\$ 73,687	\$ 76,267	\$ 78,936	\$ 81,694	\$ 84,556	\$ 87,513	\$ 90,580
\$ 68,815	\$ 71,222	\$ 73,719	\$ 76,299	\$ 78,967	\$ 81,731	\$ 84,593	\$ 87,555	\$ 90,616	\$ 93,788
\$ 71,170	\$ 73,661	\$ 76,241	\$ 78,910	\$ 81,668	\$ 84,530	\$ 87,487	\$ 90,548	\$ 93,720	\$ 96,996
\$ 73,525	\$ 76,100	\$ 78,763	\$ 81,521	\$ 84,373	\$ 87,325	\$ 90,381	\$ 93,542	\$ 96,818	\$ 100,209
\$ 75,880	\$ 78,533	\$ 81,286	\$ 84,127	\$ 87,074	\$ 90,124	\$ 93,275	\$ 96,540	\$ 99,921	\$ 103,417
\$ 78,235	\$ 80,972	\$ 83,808	\$ 86,739	\$ 89,779	\$ 92,919	\$ 96,169	\$ 99,539	\$ 103,019	\$ 106,624
\$ 80,590	\$ 83,410	\$ 86,330	\$ 89,350	\$ 92,479	\$ 95,713	\$ 99,068	\$ 102,532	\$ 106,122	\$ 109,838
\$ 82,945	\$ 85,849	\$ 88,853	\$ 91,961	\$ 95,180	\$ 98,513	\$ 101,962	\$ 105,531	\$ 109,220	\$ 113,045
\$ 85,300	\$ 88,288	\$ 91,375	\$ 94,573	\$ 97,885	\$ 101,308	\$ 104,856	\$ 108,524	\$ 112,323	\$ 116,253
	\$ 90,721	\$ 93,898	\$ 97,184	\$ 100,585	\$ 104,107	\$ 107,750	\$ 111,523	\$ 115,426	\$ 119,466
		\$ 96,420	\$ 99,795	\$ 103,286	\$ 106,902	\$ 110,643	\$ 114,516	\$ 118,524	\$ 122,674
			\$ 102,407	\$ 105,991	\$ 109,701	\$ 113,537	\$ 117,514	\$ 121,628	\$ 125,882
					\$ 112,496	\$ 116,436	\$ 120,508	\$ 124,726	\$ 129,090
					\$ 115,296	\$ 119,330	\$ 123,506	\$ 127,829	\$ 132,303

#### 2024

I	II	III	IV	V	VI	VII	VIII	IX	X
MA	MA+8	MA+16	MA+24	MA+30	MA+38	MA+46	MA+54	MA+60	MA+75
\$ 53,508	\$ 55,381	\$ 57,318	\$ 59,324	\$ 61,400	\$ 63,551	\$ 65,777	\$ 68,078	\$ 70,459	\$ 72,926
\$ 55,916	\$ 57,874	\$ 59,897	\$ 61,994	\$ 64,167	\$ 66,409	\$ 68,736	\$ 71,139	\$ 73,632	\$ 76,206
\$ 58,324	\$ 60,368	\$ 62,476	\$ 64,664	\$ 66,928	\$ 69,271	\$ 71,695	\$ 74,205	\$ 76,800	\$ 79,491
\$ 60,732	\$ 62,856	\$ 65,055	\$ 67,334	\$ 69,689	\$ 72,129	\$ 74,654	\$ 77,266	\$ 79,973	\$ 82,772
\$ 63,139	\$ 65,349	\$ 67,634	\$ 70,005	\$ 72,455	\$ 74,991	\$ 77,613	\$ 80,332	\$ 83,141	\$ 86,052
\$ 65,547	\$ 67,843	\$ 70,219	\$ 72,675	\$ 75,216	\$ 77,849	\$ 80,572	\$ 83,392	\$ 86,314	\$ 89,337
\$ 67,955	\$ 70,331	\$ 72,798	\$ 75,345	\$ 77,983	\$ 80,711	\$ 83,531	\$ 86,458	\$ 89,481	\$ 92,617
\$ 70,363	\$ 72,824	\$ 75,377	\$ 78,015	\$ 80,744	\$ 83,569	\$ 86,496	\$ 89,524	\$ 92,654	\$ 95,897
\$ 72,771	\$ 75,318	\$ 77,956	\$ 80,685	\$ 83,505	\$ 86,431	\$ 89,455	\$ 92,585	\$ 95,827	\$ 99,177
\$ 75,179	\$ 77,811	\$ 80,535	\$ 83,355	\$ 86,271	\$ 89,289	\$ 92,414	\$ 95,646	\$ 98,995	\$ 102,462
\$ 77,587	\$ 80,299	\$ 83,114	\$ 86,019	\$ 89,032	\$ 92,151	\$ 95,373	\$ 98,712	\$ 102,168	\$ 105,743
\$ 79,994	\$ 82,793	\$ 85,693	\$ 88,690	\$ 91,798	\$ 95,009	\$ 98,332	\$ 101,778	\$ 105,336	\$ 109,023
\$ 82,402	\$ 85,286	\$ 88,272	\$ 91,360	\$ 94,559	\$ 97,866	\$ 101,296	\$ 104,838	\$ 108,509	\$ 112,308
\$ 84,810	\$ 87,780	\$ 90,851	\$ 94,030	\$ 97,320	\$ 100,729	\$ 104,255	\$ 107,904	\$ 111,677	\$ 115,588
\$ 87,218	\$ 90,273	\$ 93,430	\$ 96,700	\$ 100,087	\$ 103,586	\$ 107,214	\$ 110,965	\$ 114,850	\$ 118,868
	\$ 92,761	\$ 96,009	\$ 99,370	\$ 102,848	\$ 106,449	\$ 110,173	\$ 114,031	\$ 118,023	\$ 122,153
		\$ 98,588	\$ 102,040	\$ 105,609	\$ 109,306	\$ 113,132	\$ 117,092	\$ 121,190	\$ 125,433
			\$ 104,710	\$ 108,375	\$ 112,169	\$ 116,091	\$ 120,158	\$ 124,363	\$ 128,713
					\$ 115,026	\$ 119,055	\$ 123,218	\$ 127,531	\$ 131,994
					\$ 117,889	\$ 122,014	\$ 126,284	\$ 130,704	\$ 135,279

#### 2025

I	II	III	IV	V	VI	VII	VIII	IX	X
MA	MA+8	MA+16	MA+24	MA+30	MA+38	MA+46	MA+54	MA+60	MA+75
\$ 54,712	\$ 56,627	\$ 58,607	\$ 60,659	\$ 62,782	\$ 64,981	\$ 67,257	\$ 69,610	\$ 72,045	\$ 74,567
\$ 57,174	\$ 59,176	\$ 61,245	\$ 63,389	\$ 65,611	\$ 67,903	\$ 70,283	\$ 72,740	\$ 75,289	\$ 77,921
\$ 59,636	\$ 61,726	\$ 63,882	\$ 66,119	\$ 68,434	\$ 70,830	\$ 73,309	\$ 75,875	\$ 78,528	\$ 81,280
\$ 62,098	\$ 64,270	\$ 66,519	\$ 68,849	\$ 71,257	\$ 73,752	\$ 76,334	\$ 79,004	\$ 81,772	\$ 84,634
\$ 64,560	\$ 66,820	\$ 69,156	\$ 71,580	\$ 74,085	\$ 76,679	\$ 79,360	\$ 82,139	\$ 85,011	\$ 87,988
\$ 67,022	\$ 69,369	\$ 71,798	\$ 74,310	\$ 76,909	\$ 79,600	\$ 82,385	\$ 85,269	\$ 88,256	\$ 91,347
\$ 69,484	\$ 71,913	\$ 74,436	\$ 77,040	\$ 79,737	\$ 82,527	\$ 85,411	\$ 88,404	\$ 91,495	\$ 94,701
\$ 71,946	\$ 74,463	\$ 77,073	\$ 79,770	\$ 82,560	\$ 85,449	\$ 88,442	\$ 91,539	\$ 94,739	\$ 98,055
\$ 74,408	\$ 77,013	\$ 79,710	\$ 82,500	\$ 85,383	\$ 88,376	\$ 91,467	\$ 94,668	\$ 97,984	\$ 101,409
\$ 76,870	\$ 79,562	\$ 82,347	\$ 85,230	\$ 88,212	\$ 91,298	\$ 94,493	\$ 97,798	\$ 101,223	\$ 104,768
\$ 79,332	\$ 82,106	\$ 84,984	\$ 87,955	\$ 91,035	\$ 94,225	\$ 97,519	\$ 100,933	\$ 104,467	\$ 108,122
\$ 81,794	\$ 84,656	\$ 87,621	\$ 90,685	\$ 93,864	\$ 97,147	\$ 100,544	\$ 104,068	\$ 107,706	\$ 111,476
\$ 84,256	\$ 87,205	\$ 90,258	\$ 93,415	\$ 96,687	\$ 100,068	\$ 103,575	\$ 107,197	\$ 110,950	\$ 114,835
\$ 86,718	\$ 89,755	\$ 92,895	\$ 96,145	\$ 99,510	\$ 102,995	\$ 106,601	\$ 110,332	\$ 114,189	\$ 118,189
\$ 89,180	\$ 92,304	\$ 95,533	\$ 98,875	\$ 102,339	\$ 105,917	\$ 109,626	\$ 113,462	\$ 117,434	\$ 121,543
	\$ 94,849	\$ 98,170	\$ 101,606	\$ 105,162	\$ 108,844	\$ 112,652	\$ 116,597	\$ 120,678	\$ 124,902
		\$ 100,807	\$ 104,336	\$ 107,985	\$ 111,766	\$ 115,677	\$ 119,726	\$ 123,917	\$ 128,256
			\$ 107,066	\$ 110,814	\$ 114,693	\$ 118,703	\$ 122,861	\$ 127,161	\$ 131,610
					\$ 117,614	\$ 121,734	\$ 125,991	\$ 130,400	\$ 134,963
					\$ 120,541	\$ 124,760	\$ 129,126	\$ 133,645	\$ 138,323

## Appendix A-2: 2023 - 2025 Unit Adjunct Faculty II Teaching Salary Schedule.

### 2023

Step	Less than Masters	MA or Equivalent	MA+30	MA+75 or Doctorate
1	\$ 1,108	\$ 1,146	\$ 1,187	\$ 1,228
2	\$ 1,158	\$ 1,198	\$ 1,240	\$ 1,283
3	\$ 1,207	\$ 1,250	\$ 1,293	\$ 1,339
4	\$ 1,257	\$ 1,301	\$ 1,347	\$ 1,394
5	\$ 1,307	\$ 1,353	\$ 1,400	\$ 1,449
6	\$ 1,329	\$ 1,376	\$ 1,424	\$ 1,474
7	\$ 1,351	\$ 1,399	\$ 1,448	\$ 1,498

### 2024

Step	Less than Masters	MA or Equivalent	MA+30	MA+75 or Doctorate
1	\$ 1,150	\$ 1,189	\$ 1,231	\$ 1,274
2	\$ 1,201	\$ 1,243	\$ 1,287	\$ 1,331
3	\$ 1,253	\$ 1,297	\$ 1,342	\$ 1,389
4	\$ 1,304	\$ 1,350	\$ 1,397	\$ 1,446
5	\$ 1,356	\$ 1,404	\$ 1,453	\$ 1,503
6	\$ 1,379	\$ 1,427	\$ 1,477	\$ 1,529
7	\$ 1,402	\$ 1,451	\$ 1,502	\$ 1,554

### 2025

Step	Less than Masters	MA or Equivalent	MA+30	MA+75 or Doctorate
1	\$ 1,193	\$ 1,234	\$ 1,277	\$ 1,322
2	\$ 1,246	\$ 1,290	\$ 1,335	\$ 1,381
3	\$ 1,299	\$ 1,345	\$ 1,392	\$ 1,441
4	\$ 1,353	\$ 1,401	\$ 1,450	\$ 1,500
5	\$ 1,407	\$ 1,456	\$ 1,507	\$ 1,560
6	\$ 1,431	\$ 1,481	\$ 1,533	\$ 1,586
7	\$ 1,455	\$ 1,506	\$ 1,558	\$ 1,613

## Appendix A-3: 2023 - 2025 Unit Adjunct Faculty II Librarian Salary Schedule.

### 2023

Step	Less than Masters	MA or Equivalent	MA+30	MA+75 or Doctorate
1	\$ 48.87	\$ 50.58	\$ 52.35	\$ 54.18
2	\$ 51.07	\$ 52.86	\$ 54.71	\$ 56.62
3	\$ 53.27	\$ 55.13	\$ 57.06	\$ 59.06
4	\$ 55.47	\$ 57.41	\$ 59.42	\$ 61.50
5	\$ 57.67	\$ 59.68	\$ 61.77	\$ 63.94
6	\$ 58.64	\$ 60.70	\$ 62.82	\$ 65.02
7	\$ 59.62	\$ 61.71	\$ 63.87	\$ 66.10

### 2024

Step	Less than Masters	MA or Equivalent	MA+30	MA+75 or Doctorate
1	\$ 50.70	\$ 52.47	\$ 54.31	\$ 56.21
2	\$ 52.98	\$ 54.84	\$ 56.76	\$ 58.74
3	\$ 55.26	\$ 57.20	\$ 59.20	\$ 61.27
4	\$ 57.54	\$ 59.56	\$ 61.64	\$ 63.80
5	\$ 59.83	\$ 61.92	\$ 64.09	\$ 66.33
6	\$ 60.84	\$ 62.97	\$ 65.17	\$ 67.45
7	\$ 61.85	\$ 64.02	\$ 66.26	\$ 68.58

### 2025

Step	Less than Masters	MA or Equivalent	MA+30	MA+75 or Doctorate
1	\$ 52.60	\$ 54.44	\$ 56.35	\$ 58.32
2	\$ 54.97	\$ 56.89	\$ 58.88	\$ 60.94
3	\$ 57.33	\$ 59.34	\$ 61.42	\$ 63.57
4	\$ 59.70	\$ 61.79	\$ 63.95	\$ 66.19
5	\$ 62.07	\$ 64.24	\$ 66.49	\$ 68.82
6	\$ 63.12	\$ 65.33	\$ 67.62	\$ 69.98
7	\$ 64.17	\$ 66.42	\$ 68.74	\$ 71.15

**Appendix A-4: 2023 - 2025 Unit Adjunct Faculty I Teaching Salary Schedule.**

**2023**

Step	Less than Masters	MA or Equivalent	MA+30	MA+75 or Doctorate
1	\$ 1,086	\$ 1,124	\$ 1,163	\$ 1,204

**2024**

Step	Less than Masters	MA or Equivalent	MA+30	MA+75 or Doctorate
1	\$ 1,127	\$ 1,166	\$ 1,207	\$ 1,249

**2025**

Step	Less than Masters	MA or Equivalent	MA+30	MA+75 or Doctorate
1	\$ 1,169	\$ 1,209	\$ 1,252	\$ 1,296

**Appendix A-5: 2023 - 2025 Unit Adjunct Faculty I Librarian Salary Schedule.**

**2023**

Step	Less than Masters	MA or Equivalent	MA+30	MA+75 or Doctorate
1	\$ 47.90	\$ 49.57	\$ 51.32	\$ 53.10

**2024**

Step	Less than Masters	MA or Equivalent	MA+30	MA+75 or Doctorate
1	\$ 49.70	\$ 51.43	\$ 53.25	\$ 55.10

**2025**

Step	Less than Masters	MA or Equivalent	MA+30	MA+75 or Doctorate
1	\$ 51.56	\$ 53.35	\$ 55.24	\$ 57.16



## Appendix B: Job Descriptions.

### Appendix B-1: Full-Time Teaching Faculty Job Description.

#### JOB SUMMARY

Full-time teaching faculty provide instruction aligned with the college's strategic goals and evaluate students' progress to facilitate achievement of their educational goals.

In addition to the job description, faculty members teaching in grant supported programs are required to adhere and to comply with all provisions, qualifications, policies, and procedures set forth in the grant. In the event that the grant requirements contradict or add to the job description, the requirements of the grant will take precedence.

This provision shall not be used to shift administrative responsibilities to the faculty member. Further, the Vice President of Teaching, Learning and Student Development agrees to meet and discuss grant requirements with the Association President and/or Association representatives.

#### JOB TASKS/ELEMENTS

1. Deliver Instruction.
  - a. Promote culturally responsive instructional practices.
  - b. Conduct assigned classes and/or labs.
  - c. Prepare lessons.
  - d. Provide course syllabus aligned with contractual requirements.
  - e. Utilize learning outcomes assessment and measures to improve learning/instruction.If a lab is involved:
  - f. Prepare labs.
  - g. Enforce lab safety procedures.
2. Evaluate Student Progress.
  - a. Keep accurate record of student performance.
  - b. Provide students with regular, confidential and readily available access to grades.
  - c. Provide students with timely feedback.
3. Provide Student Assistance.
  - a. Maintain office hours aligned with contractual requirements.
  - b. Respond to voice-mail/e-mail communication in a timely manner.
  - c. Give career and academic advice.
  - d. Refer students to student support services such as, but not limited to, recommended use of the early alert system, if applicable, as early in the semester as possible when a student indicates or shows signs of academic difficulty.
  - e. Implement accommodations and accessible materials for students with disabilities in accordance with an official disability notification of accommodation provided by Student Access and Disability Services.

4. Develop Curriculum.
  - a. Review/select textbooks and instructional materials.
  - b. Develop/revise courses.
  - c. Develop/revise degree/certificate programs.
  - d. Review/revise course outlines.
  - e. Participate in articulation of courses/programs.
  - f. Participate in advisory committees, as applicable.
  
5. Participate in Professional Development.
  - a. Participate in professional growth activities that are aligned with the college's strategic goals.
  - b. Keep current on research and technologies in assigned specialties.
  - c. Participate in professional organizations.
  
6. Participate in Departmental Routines.
  - a. Assist in scheduling of classes.
  - b. Assist in setting departmental goals.
  - c. Participate in assessment of student learning outcomes at the college, program, and course-level.
  - d. Assist in assessing new equipment and/or supplies.
  - e. Serve on standing committees.
  - f. Serve on ad-hoc committees (for example, search, college task-force, or instructional area committees).
  - g. Participate in program review.
  - h. Comply with registration/records procedures.
  - i. Verify student enrollment.
  - j. Attend department, division, and college-wide faculty meetings.

Appendix B-2 [Previously Intentionally Deleted].

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## Appendix B-3: Full-Time Technical Services Librarian Job Description.

### JOB SUMMARY

Full-time technical services librarian faculty manage the library management system, select materials and manage the library collection to provide students with access to library resources needed to attain their educational objectives.

### JOB TASKS/ELEMENTS

1. Manage Library Management System.
  - a. Work with IT to identify/troubleshoot software problems.
  - b. Train library staff on use of library management system.
2. Assist Administration in Management of Library Acquisitions.
  - a. Monitor print and non-print budgets.
  - b. Recommend library materials for purchase.
  - c. Solicit faculty input on acquisitions.
3. Coordinate and Assist Technical Services Staff.
  - a. Train technical services staff in technical services procedures.
  - b. Help establish work procedures for technical services staff.
4. Manage Library Collection.
  - a. Catalog library materials.
  - b. Maintain library catalog, discovery layer, and collection.
  - c. Coordinate and participate in selection and deselection activities with library acquisition.
  - d. Provide accessible materials when possible, unless required by law, for individuals with disabilities in compliance with Federal, State and Local laws as recommended by Student Access and Disability Services when applicable.
5. Assist Administration in Coordinating Library Publicity.
  - a. Develop information materials.
  - b. Create library exhibits.
  - c. Curate resource lists.
6. Participate in Library Routines.
  - a. Assist in development and revision of library policies and procedures.
  - b. Assist in development and revision of library mission statement and goals.
  - c. Participate in program review.
  - d. Compile data for internal/external reports.
  - e. Recommend part-time staff for hire.
  - f. Assist administration in coordinating library services with other college areas.
  - g. Monitor budget for supplies, services and automation.

- h. Assist in budget planning.
7. Participate in Professional Development
- a. Keep current on research and technologies in assigned specialties.
  - b. Participate in professional growth activities.
  - c. Participate in professional organizations.
8. Participate in Institutional Routines.
- a. Serve on standing committees.
  - b. Serve on ad hoc committees (for example, search or other departmental committees).
  - c. Attend College-wide faculty meetings.

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## Appendix B-4: Full-Time Public Services Librarian Job Description.

### JOB SUMMARY

Full-time public service librarian faculty coordinate and provide reference service to library patrons, information literacy instruction to individuals and classes, , and periodical and periodical database services to help ensure students' academic success as well as provide them with lifelong information-finding skills.

### JOB TASKS/ELEMENTS

1. Coordinate and Provide Reference Service to Library Patrons.
  - a. Conduct reference interview to determine patron's information needs.
  - b. Assist patrons with research using appropriate tools and materials.
  - c. Support college operations by providing research and resources for reports, projects and other documents.
  - d. Provide learning materials and services for accommodations when possible, unless required by law, for individuals with disabilities in compliance with Federal, State and Local laws as recommended by Student Access and Disability Services, when applicable.
2. Provide Library Information Literacy Instruction to Classes.
  - a. Coordinate and plan library information literacy instruction with faculty.
  - b. Provide library information literacy instruction to students.
  - c. Coordinate, develop, schedule and provide library instructional programs.
  - d. Assess effectiveness of library instruction program, modify and reassess as needed.
  - e. Implement accommodations and accessible materials when possible, unless required by law, for students with disabilities in compliance with Federal, State and Local laws as recommended by Student Access and Disability Services, when applicable.
3. Manage Periodical and Periodical Database Collections.
  - a. Monitor periodicals and periodical database budget.
  - b. Recommend periodicals and periodical databases for purchase and removal from collection.
  - c. Maintain and update periodical databases.
  - d. Investigate availability of accessible periodical databases for students with disabilities.
4. Assist Administration in Coordinating Library Publicity.
  - a. Develop information materials.
  - b. Create library exhibits.
  - c. Curate resource lists.
5. Participate in Library Routines.
  - a. Assist in development and revision of library policies and procedures.
  - b. Assist in development and revision of library mission statement and goals.
  - c. Participate in program review.

- d. Compile data for internal/external reports.
  - e. Recommend part-time staff for hire.
  - f. Assist administration in coordinating library services with other college areas.
  - g. Assist in budget planning.
6. Participate in Professional Development.
- a. Keep current on research and technologies in assigned specialties.
  - b. Participate in professional growth activities.
  - c. Participate in professional organizations.
7. Participate in Institutional Routines.
- a. Serve on standing committees
  - b. Serve on ad hoc committees (for example, search or other departmental committees).
  - c. Attend college-wide faculty meetings.

## Appendix B-5: Full-Time Archives/Interlibrary Loan Librarian Job Description.

### JOB SUMMARY

Full-time Archives/Interlibrary Loan Librarian Faculty provides leadership for the college's archives collection and the library's interlibrary loan service. Librarian/Archivist will identify, collect, organize, and promote the archive materials as a collection of primary resource materials for students, faculty, staff and administration. Included in the collection are materials about the founding and history of the college in a variety of formats including print, visual, oral and electronic. Librarian/Archivist will conduct interlibrary loan services by working with other libraries to cooperatively share our resources and borrow from other libraries on a local, national, and occasionally international level. Librarian/Archivist will provide reference assistance to students, faculty, staff and community and conduct bibliographic instruction.

### JOB TASKS/ELEMENTS

1. Manage the College Archives.
  - a. Collaborate with other college offices to collect significant historical materials about ECC.
  - b. Establish procedures for the acquisition of archival materials from each department.
  - c. Determine the most appropriate method for preserving and accessing fragile materials.
  - d. Maintain special collections of community resources.
  - e. Request appropriate supplies, equipment and budget.
2. Provide Access to the College Archives.
  - a. Organize and index the archive collection.
  - b. Assist users with retrieval of information and research related to the archives collection.
3. Promote the College Archives.
  - a. Work with classroom faculty to encourage use of the archives as primary source materials.
  - b. Publicize the collection to the college community through presentations, articles, informational materials, and displays.
4. Manage Interlibrary Loan Services.
  - a. Coordinate the lending and borrowing of library materials between libraries.
  - b. Develop and maintain Interlibrary Loan policies and procedures, including using the library's automated circulation system.
  - c. Maintain Interlibrary Loan records and statistics.
  - d. Use databases, on-line searches, OCLC, the internet and other standard library tools to solve difficult requests from library users and other libraries.
5. Provide Reference Service to Library Users.
  - a. Conduct reference interviews to determine user's information needs.
  - b. Assist patrons with research using appropriate tools and materials.



- c. Provide materials and services for accommodations when possible, unless required by law, in compliance with Federal, State and Local laws as recommended by Student Access and Disability Services, when applicable.
6. Provide Library Information Literacy Instruction to Classes.
- a. Coordinate and plan library information literacy instruction with faculty.
  - b. Provide library information literacy instruction to students.
  - c. Assess effectiveness of delivery of library instruction, modify and reassess as needed.
  - d. Implement accommodations and accessible materials for students with disabilities when possible, unless required by law, in compliance with Federal, State and Local laws as recommended by Student Access and Disability Services, when applicable.
7. Participate in Library Routines.
- a. Assist in the development and revision of library policies and procedures.
  - b. Assist in the development and revision of library mission statement and goals.
  - c. Participate in program review.
  - d. Compile data for internal/external reports.
  - e. Recommend part-time staff for hire.
  - f. Assist administration in coordination of library services with other College areas.
8. Participate in Professional Development.
- a. Keep current on research and technologies in assigned specialties.
  - b. Participate in professional growth activities.
  - c. Participate in professional organizations.
9. Participate in Institutional Routines.
- a. Serve on standing committees.
  - b. Serve on ad-hoc committees (for example, search or other departmental committees).
  - c. Attend College-wide faculty meetings.

## Appendix B-6: Full-Time Distance Learning Librarian Job Description.

### JOB SUMMARY

Full-time Distance Learning Librarian Faculty will coordinate the development and provision of information literacy instruction and library resources for distance learning students, in addition to providing services to library patrons on campus. Distance Learning Librarian will explore, develop, and share strategies and best practices for integration of emerging technologies to engage online and face- to-face learners.

### JOB TASKS/ELEMENTS

1. Develop Library Online Resources and Services.
  - a. Coordinate and plan web-based library information literacy instruction with faculty for online and hybrid courses.
  - b. Work collaboratively with other library faculty to create online modules to support information literacy instruction.
  - c. Coordinate maintenance of library web resources, including but not limited to, library website, library content management system, library social media platforms, and library online chat reference for most effective user access to electronic instructional tools, databases, and library information.
  - d. Regularly assess effectiveness of online library instruction program and modify as necessary.
  - e. Participate in evaluation and selection of paper and electronic materials for the library collection.
  - f. Investigate availability of accessible library web resources for individuals with disabilities and utilize when possible, unless required by law, in compliance with Federal, State and Local laws as recommended by Student Access and Disability Services, when applicable.
2. Provide Information Literacy Instruction.
  - a. Help develop and provide library information literacy instruction to face-to-face and online classes.
  - b. Help develop and provide library instruction workshops for faculty and staff.
  - c. Assess effectiveness of delivery of library instruction, modify and reassess as needed.
  - d. Implement accommodations and accessible materials for students with disabilities when possible, unless required by law, in compliance with Federal, State and Local laws as recommended by Student Access and Disability Services, when applicable.
3. Provide Reference Service to Library users.
  - a. Conduct reference interview to determine users' information needs.
  - b. Assist patrons with research using appropriate tools and materials.
  - c. Provide materials and services for accommodations for individuals when possible, unless required by law, in compliance with Federal, State and Local laws as recommended by Student Access and Disability Services, when applicable.

4. Participate in Library Routines.
  - a. Assist in development and revision of library policies and procedures.
  - b. Assist in development and revision of library mission statement and goals.
  - c. Participate in program review.
  - d. Compile data for internal/external reports.
  - e. Recommend part-time staff for hire.
  - f. Assist administration in coordinating library services with other College areas.
  - g. Assist in budget planning.
  
5. Participate in Professional Development.
  - a. Keep current on research and technologies in assigned specialties.
  - b. Participate in professional growth activities.
  - c. Participate in professional organizations.
  
6. Participate in Institutional Routines.
  - a. Serve on standing committees.
  - b. Serve on ad hoc committees (for example, search or other departmental committees).
  - c. Attend College-wide faculty meetings.

## Appendix B-7: Instructional Coordinator Job Description.

### JOB SUMMARY

The Instructional Coordinator (IC) works with the dean, faculty, and community to implement activities pertaining to areas of assignment to promote program and student success. Serving as the Department IC includes representing the concerns of the assigned program/department, disseminating information, and fostering dialogue between faculty on a regular basis.

### JOB TASKS/ELEMENTS

1. Prepare Schedule(s).
  - a. Assist dean in development of class schedule approach.
  - b. Verify schedule accuracy.
  - c. Coordinate interdepartmental offerings.
  - d. Submit instructor assignments to dean for review ensuring load protocol is followed.
  - e. Recommend class schedule that seeks to enhance enrollment opportunities for students, including course modalities.
  - f. Monitor student enrollments during the registration cycle recommending adjustments to schedule to dean.
2. Participate in Staffing Process.
  - a. Recruit part-time applicants.
  - b. Review part-time applications.
  - c. Interview and recommend prospective part-time faculty for hire.
  - d. Recommend assignment of faculty evaluators.
  - e. Justify need for new full-time faculty.
  - f. Participate on search committees for new faculty and staff within their assignment.
  - g. Facilitate the mentoring of new adjunct and full-time faculty.
  - h. Serve on tenure committees within their assignment.
  - i. Identify needs for faculty support and development.
3. Manage and Assess Curriculum.
  - a. Articulate courses with high schools, colleges, and universities.
  - b. Coordinate text selections for courses, as needed within department.
  - c. Facilitate the regular review and updating of course documentation, including but not limited to Master Course Outlines, IAI documentation, etc.
  - d. Update program narratives in the catalog, as applicable.
  - e. Facilitate development and assessment of courses and programs: facilitate process, utilize assessment of student learning data, engage faculty in discussion.
  - f. Participate in the development and strengthening of curricular pathways from secondary to post-secondary to labor market needs by aligning program and course learning outcomes.
  - g. Plan, schedule, and conduct at least one (1) advisory committee meeting per fiscal year, as required by the program and as detailed in the ICCB Guidelines for Advisory Committee Meetings. Document minutes and submit to the appropriate office.
  - h. Develop and maintain program entrance standards, as required by the program.
  - i. Monitor and report annual departmental progress with course and program assessment.
  - j. Facilitate departmental program review process per the established ICCB Program Review cycle.

- k. Contribute content area expertise for completion of Perkins Program of Study application and other reports related to the Perkins grant when applicable.
4. Gather and Disseminate Information.
- a. Act as a communication link between the dean and faculty.
  - b. Attend instructional coordinator(s) meetings.
  - c. Coordinate collection of information and preparation of report(s)/requests (i.e., goals, equipment requests, budget, etc.).
  - d. Submit departmental report(s).
  - e. Hold departmental meetings (minimally 1 meeting per semester) inclusive of full and part-time faculty and provide a virtual option for participation.
  - f. Coordinate information requests.
  - g. Provide department plans to promote student success/retention.
  - h. Collaborate with dean to determine marketing and/or promotional needs.
  - i. Enhance communication with high school counterparts, as needed by program.
  - j. Participate in inter-institutional faculty visits.
  - k. Build community and business relations, as needed by program.
  - l. Coordinate career-oriented activities in collaboration with other areas of the college.
  - m. Recommend advisory committee members.
5. Budget.
- a. Assist dean in budget preparation.
  - b. Monitor instructional supply expenditures and initiate purchasing.
  - c. Develop prioritized equipment list.
  - d. Review and evaluate equipment price(s).
  - e. Prioritize equipment repair list.
6. If lab(s) is/are involved:
- a. Maintain Labs, Equipment and Supplies.
  - b. Inventory departmental resources.
  - c. Order supplies and/or parts.
  - d. Maintain lab records.
  - e. Oversee preventative maintenance.
  - f. Schedule equipment service.
  - g. Solicit donations in accordance with Administrative Procedures.
  - h. Coordinate lab personnel.

## Appendix B-8: Unit Adjunct Teaching Faculty II Job Description.

### JOB SUMMARY

Unit adjunct teaching faculty II provide instruction aligned with the college's strategic goals and evaluate students' progress to facilitate achievement of their educational goals. In addition to the job description, faculty members teaching in grant supported programs are required to adhere and to comply with all provisions, qualifications, policies, and procedures set forth in the grant. In the event that the grant requirements contradict or add to the job description, the requirements of the grant will take precedence. This provision shall not be used to shift administrative responsibilities to the faculty member. Further, the Vice President of Teaching, Learning and Student Development agrees to meet and discuss grant requirements with the Association President and/or Association representatives.

### JOB TASKS/ELEMENTS

1. Deliver Instruction.
  - a. Promote culturally responsive instructional practices.
  - b. Conduct assigned classes and/or labs.
  - c. Prepare lessons.
  - d. Provide course syllabus aligned with contractual requirements.
  - e. Utilize learning outcomes assessment and measures to improve learning/instruction.If a lab is involved:
  - f. Prepare labs.
  - g. Enforce lab safety procedures.
2. Evaluate Student Progress.
  - a. Keep accurate record of student performance.
  - b. Provide students with regular, confidential and readily available access to grades.
  - c. Provide students with timely feedback.
3. Provide Student Assistance.
  - a. Maintain office hours aligned with contractual requirements.
  - b. Respond to voice-mail/e-mail communication in a timely manner.
  - c. Give career and academic advice.
  - d. Refer students to student support services such as, but not limited to, recommended use of the early alert system, if applicable, as early in the semester as possible when a student indicates or shows signs of academic difficulty.
  - e. Implement accommodations and accessible materials for students with disabilities in accordance with an official disability notification of accommodation provided by Student Access and Disability Services.
4. Develop Curriculum (if assigned course(s) is (are) taught only by unit adjunct faculty).
  - a. Review/select textbooks and instructional materials.
  - b. Develop/revise courses.

- c. Review/revise course outlines.
5. Participate in Professional Development.
- a. Participate in professional growth activities that are aligned with the college's strategic goals.
  - b. Keep current on research and technologies in assigned specialties.
6. Participate in Departmental/Institutional Routines.
- a. Participate in program review.
  - b. Comply with registration/records procedures.
  - c. Verify student enrollment.
  - d. Participate in assessment of student learning outcomes at the course level, excluding any associated course assessment report writing.

Appendix B-9 [Previously Intentionally Deleted].

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## Appendix B-10: Unit Adjunct Librarian Job Description.

### JOB SUMMARY

Unit adjunct librarians provide reference service to library patrons, information literacy instruction to individuals and classes, help maintain the catalog, assist in library publicity and collection maintenance, support interlibrary loan, and periodical services with assistance as needed to help ensure student's academic success as well as provide them with lifelong information-finding skills.

### JOB TASKS/ELEMENTS

1. Reference Service to Library Patrons.
  - a. Conduct reference interview to determine patron's information needs.
  - b. Assist patron in research with appropriate tools and materials.
  - c. Provide materials and services for accommodations for individuals when possible, unless required by law, in compliance with Federal, State and Local laws as recommended by Student Access and Disability Services, when applicable.
2. Provide Library Information Literacy Instruction to Classes.
  - a. Coordinate and plan library information literacy instruction with faculty.
  - b. Provide library information literacy instruction to students.
  - c. Implement accommodations and accessible materials for students with disabilities when possible, unless required by law, in compliance with Federal, State and Local laws as recommended by Student Access and Disability Services, when applicable.
3. Assist with Library Publicity.
  - a. Develop information materials.
  - b. Create library exhibits.
  - c. Curate resource lists.
4. Assist with Collection Maintenance.
  - a. Catalog new materials and help maintain electronic databases.
  - b. Suggest titles to add to and deselect from collection.
  - c. Suggest accessible materials for individuals with disabilities when possible, unless required by law, in compliance with Federal, State and Local laws.
5. Participate in Library Routines.
  - a. Assist in the development and revision of library policies and procedures.
  - b. Assist in the development and revision of library mission statement and goals.
  - c. Help compile data for internal and external reports.
  - d. Participate in hiring of library staff.
  - e. Help coordinate library services with other College areas.
6. Participate in Professional Development
  - a. Keep current on research and technologies in assigned specialties.

- b. Participate in professional growth activities.
- c. Participate in professional organizations.

## **Appendix B-11: Unit Adjunct Teaching Faculty I Job Description.**

### JOB SUMMARY

Unit adjunct teaching faculty I provide instruction aligned with the college's strategic goals and evaluate students' progress to facilitate achievement of their educational goals. In addition to the job description, faculty members teaching in grant supported programs are required to adhere and to comply with all provisions, qualifications, policies, and procedures set forth in the grant. In the event that the grant requirements contradict or add to the job description, the requirements of the grant will take precedence. This provision shall not be used to shift administrative responsibilities to the faculty member. Further, the Vice President of Teaching, Learning and Student Development agrees to meet and discuss grant requirements with the Association President and/or Association representatives.

### JOB TASKS/ELEMENTS

1. Deliver Instruction.
  - a. Promote culturally responsive instructional practices.
  - b. Conduct assigned classes and/or labs.
  - c. Prepare lessons.
  - d. Provide course syllabus aligned with contractual requirements.
  - e. Verify student enrollment and submit grade sheets.
  - f. Utilize learning outcomes assessment and measures to improve learning/instruction.If a lab is involved:
  - g. Prepare labs.
  - h. Enforce lab safety procedures.
2. Evaluate Student Progress.
  - a. Keep accurate record of student performance.
  - b. Provide students with regular confidential and readily available access to grades.
  - c. Provide students with timely feedback.
3. Provide Student Assistance.
  - a. Maintain office hours aligned with contractual requirements.
  - b. Respond to voice-mail/e-mail communication in a timely manner.
  - c. Refer students to student support services such as, but not limited to, recommended use of the early alert system, if applicable, as early in the semester as possible when a student indicates or shows signs of academic difficulty.
  - d. Implement accommodations and accessible materials for students with disabilities in accordance with an official disability notification of accommodation provided by Student Access and Disability Services.
4. Participate in Departmental/Institutional Routines.

- a. Participate in assessment of student learning outcomes at the course level, excluding any associated course assessment report writing.

**Appendix B-12: Dual Credit Faculty Liaison Position.**

A Dual Credit Faculty Liaison shall be appointed for a term that shall commence upon the confirmation by the divisional Dean and no later than March 1. The term shall expire on June 30 of the year following the appointment.

Every attempt will be made by the administration to select Dual Credit Faculty Liaisons from members of the bargaining unit. Under unusual circumstances where no unit member consents or where there are no bargaining unit members available from the respective discipline, non-unit members may be appointed to fill the position.

Dual Credit Faculty Liaisons will be appointed by the divisional dean who oversees the department that houses the course(s) being taught as dual credit and approved by the Vice President of Teaching, Learning, and Student Development. The Dual Credit Faculty Liaison assignment will be supervised by the Dean of College Transitions and Secondary Partnerships or Dean’s designee. Liaison designations are the prerogative of the Administration; however, a faculty member may not be assigned the duties without their expressed consent.

Whenever reasonable, duties of the liaison will be performed outside of their regularly assigned course load. However, when not reasonable, liaisons will request use of professional meeting leave time to complete liaison duties, as approved by the Dean or Dean’s designee. Any disagreement may be appealed to the Vice President of Teaching, Learning and Student Development, whose decision will be final and binding.

Dual Credit Faculty Liaisons will be compensated according to the table below. Pay will be issued quarterly via Special Payment Forms upon verification of work/hours completed by the Dean of College Transitions and Secondary Partnerships. Liaisons may choose release time in lieu of the stipend at the current voluntary overload rate. Release time may only be allocated to compensate for the following tasks. Release time may only be used when no voluntary overload classes are part of an instructor’s assignment.

<b>Task</b>	<b>Rate</b>
Cultivate relationship with high school instructor	\$200 per HS instructor supported, per course.
Conduct site visit and/or alternative course alignment activity (as approved by Dean or designee) and complete report	\$52/hour not to exceed 5 hours per course visited, per site unless approval has been received by the Dean of College Transitions & Secondary Partnerships or designee.
Prepare required reports	\$200 per course.

Liaisons will be reimbursed at the established mileage reimbursement rate for travel between HS campuses and the main ECC campus for any required travel upon submission of ECC travel claim forms.

In addition, the following tasks will be compensated at an hourly rate and paid upon submitted documentation.

<b>Task</b>	<b>Rate</b>
Develop course-specific training materials for new instructors	\$52/hour not to exceed 50 hrs.
Lead course-specific training for new instructors	\$52/hour not to exceed 16 hrs.
Develop and lead annual discipline-specific professional development	\$52/hour not to exceed 16 hrs.

### **Dual Credit Faculty Liaison Job Description**

#### **SUMMARY**

Pursuant to 110 ILCS 27/20 (8) which states: “Every dual credit course must be reviewed annually by faculty through the appropriate department to ensure consistency with campus courses.” For each department whose college courses will be taught by qualified high school faculty at the high school location, an ECC faculty representative will be selected to complete the following job tasks.

#### **JOB TASKS/ELEMENTS**

1. Develop and maintain course-specific dual credit materials.
2. Cultivate a collaborative relationship with each high school instructor, including:
  - a. Monthly outreach to high school instructor
  - b. Provide timely support to address academically-oriented questions/concerns
  - c. Collaborate with HS instructor to complete one site visit and/or course alignment activity per course
  - d. Review course documentation, provide feedback to HS instructor (i.e., syllabi and student artifacts)
  - e. Coordinate high school instructors’ participation in course assessment projects, including submission of student artifacts/data and dialogue about student work
3. Develop and lead initial course-specific training for each new dual credit HS instructor prior to their teaching the college’s course to ensure the dual credit course mirrors campus sections.
4. Develop and lead annual discipline-specific D509 professional development meetings for returning HS instructors teaching the course.

5. Prepare and submit required reports as needed to meet institutional, NACEP accreditation<sup>1</sup>, and partnership agreement requirements.

#### LIBRARIAN SUPPORT

Librarian faculty shall not be assigned to provide library instruction support to dual credit courses beyond the scope of that provided to all Elgin Community College classes unless required by law. Librarian faculty shall not be assigned Dual Credit site visits for the purpose of providing library instruction and shall not be assigned to provide Dual Credit embedded library instruction outside of Elgin Community College's supported learning management system.

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<sup>1</sup> National Alliance of Concurrent Enrollment Partnerships (NACEP) Accreditation Guide, [version 5.5 \(October 2018\)](#)

## **Appendix C: Letters of Agreement.**

### **Appendix C-1: Letter of Agreement Regarding Faculty Evaluation And Faculty Development Handbooks.**

ECCFA and the Elgin Community College Board of Trustees agree to form two (2) committees to review and make recommendations for the current Faculty Evaluation Handbook and the current Faculty Development Handbook, on matters that concern wages, hours, terms, and conditions of employment under the Illinois Educational Labor Relations Act. Each committee shall be made up of an equal number of faculty and administration. These committees shall complete their charge and submit their recommendations to the College President for approval by the Faculty Senate and College Board. Committee recommendations shall be made by November 15, 2023, unless the parties mutually agree to an alternative date.

If the parties do not submit recommendations by the agreed upon date or in the event that the parties cannot reach agreement on the committees' recommendations within thirty (30) days of their submission, matters in dispute shall be submitted to a mutually agreed third party for resolution.

It is understood that by agreeing to language on these issues, both parties do so without prejudice to any existing grievances/arbitrations.

**Appendix C-2: Letter of Agreement Regarding Qualifications For Unit Adjunct Faculty II [Intentionally Deleted 2023].**

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### **Appendix C-3: Letter of Agreement Regarding Standing Insurance Committee.**

The standing insurance committee which is comprised of representatives from the various employee groups will continue to meet regularly for the purpose of reviewing all employee benefit programs for all ECCFA faculty groups and making recommendations to the Board at least once a year concerning possible modifications.

The committee will continue to schedule meetings at least quarterly to:

1. Review the benefit level and cost effectiveness of all employee benefit programs, and to make recommendations to the Board for possible modification.
2. Investigate employee benefit programs for possible future implementation.
3. Educate participants and promote the utilization of current employee benefit programs.
4. Conduct employee satisfaction and other surveys.
5. Engage in professional development so as to better understand how the College's employee benefit programs operate.
6. Review reports and other information from the College's benefit providers as appropriate and consistent with HIPAA and other statutes involving the privacy and security of confidential information.

Each party may invite outside consultants to any meeting with prior notice to the Human Resources Department. Members of this committee shall ensure and safeguard the privacy and security of confidential information.



Appendix C-4 [Previously Intentionally Deleted].

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**Appendix C-5: Letter of Agreement Joint Compensation Committee [Intentionally Deleted 2023].**

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## Appendix C-6: Letter of Agreement Regarding Excess Load For Unit Adjunct Faculty.



### MEMORANDUM

TO: Instructional Coordinators, Program Directors, and Instructional Deans

FROM: Vince Pelletier, Anthony E. Spahr, Dan Kernler, Susan Ford, David Lawrence, and Howard Russo

DATE: April 30, 2010 (Revised May 2, 2011; Revised January 1, 2017; Revised effective January 1, 2023)

SUBJ: Excess Load Assignments for Unit Adjunct Faculty – REVISED

Over the last several months, we have met to discuss the topic of excess load assignments for members of the Unit Adjunct Faculty (UAF). In the case of the UAF II, excess load assignment is defined as anything over 10 credit or contact hours. In the case of the UAF I, excess load assignment is defined as anything over six credit or contact hours. Pursuant to the Agreement, excess load assignments must be approved by the Vice President of Teaching, Learning, and Student Development, and the ECCFA within 48 hours (N.B. Article VIII, Section 8.2 and Article X, Section 10.4).

During the course of our discussions, we concluded that a “past practice”<sup>1</sup> with regard to excess load exists for a small number of UAF<sup>2</sup>. The UAF affected by this “past practice” will continue to receive excess load assignments as a matter of course, provided that such excess load assignments are justified by enrollment as determined solely by the administration.

As an operational matter, after all load assignments for the full-time faculty and regular load assignments for the UAF have been made, excess load assignments may be offered to the UAF. When one or more UAF members, each of whom is qualified, willing, and available, have requested to teach the same course, the following criteria will be used to resolve the conflict:

1. Seniority within the UAF II. If, after all UAF II assignments have been made, then
2. Seniority within the UAF I.

UAF members who have received excess load assignments will go to the bottom of the seniority list for excess load assignment in subsequent semesters. Separate rotational seniority lists for the purpose of excess load assignments will be maintained by the appropriate Instructional Dean for the UAF I and UAF II.

Questions about excess load assignments should be directed to the appropriate Instructional Dean or the Vice President of Teaching, Learning, and Student Development.

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<sup>1</sup>In order to be considered a “past practice,” the following factors must exist: (1) the practice was clear and applied consistently, (2) the practice was not a special, one-time benefit or meant at the time as an exception to a general rule, (3) the ECCFA and the administration both knew the practice existed and the administration agreed with the practice, or, at least, allowed it to occur; and (4) the practice existed for a substantial period of time and it occurred repeatedly.

<sup>2</sup> Eddwin Meyers. This list is finite. No future excess load assignments will establish past practice thereby adding to the list.

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Appendix C-7 [Previously Intentionally Deleted].

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## Appendix C-8: Letter of Agreement Regarding SURS Retirees/Annuitants.

Identified retiree/annuitant employees (as listed below) will be allowed to continue their employment at the college under the following conditions:

- He/she must work only at Elgin Community College and not any other SURS-covered employer in Illinois while collecting an annuity;
- Each shall verify their annuitant status in writing by responding to a request from Human Resources, to be returned no later than one month prior to the start of every fall semester. The notification form will be provided to the member six weeks prior to the start of the fall term. If at any other time, the member chooses to change their annuitant status then they must notify Human Resources in writing at least 30 days prior to the event;
- An annuitant may only work and earn wages up to 35% of their highest annual rate of earnings, as calculated by SURS, beginning after August 1, 2013 unless the faculty member suspends his or her SURS annuity.
  - In order to be eligible to work following suspension of their annuity, a faculty member must commit to working at least nine (9) consecutive months in the SURS year;
  - After suspending his/her annuity, a faculty member is prohibited from subsequently reinstating his/her annuity while employed by the college;
  - For an annuitant subject to this section, the maximum increase in SURS creditable earnings over the prior year shall be 6%.
- Annuitants who meet the criteria to become an affected annuitant according to Public Act 97-0968 in any academic year beginning after August 1, 2013 must provide notice to the College by March 1<sup>st</sup> prior to the end of the academic year whether they shall either suspend their SURS annuity or resign their employment with Elgin Community College, effective no later than the end of the applicable academic year.

No other ECCFA members who retire from a SURS-covered institution will be allowed to continue their employment at Elgin Community College.

Identified Retirees/Annuitants:

- Das, Basdeo David
- Lawrence, David A
- Matzke, JoAnne
- Pardun, Phillip James
- Teichert, Harry W
- Vietzen, Laurel
- Westerhoff, Marilyn A

Appendix C-9 [Previously Intentionally Deleted].

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**Appendix C-10: Letter of Agreement Regarding Virtual Office Hours [Intentionally Deleted 2023].**

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**Appendix C-11: Letter of Agreement Regarding Limited Reopener Provision  
[Intentionally Deleted 2023].**

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**AGREEMENT**

Between the Board of Trustees of Community College District #509  
Elgin Community College,

And

The Elgin Community College Faculty Association  
January 1, 2023 through December 31, 2025.

This Agreement shall become effective January 1, 2023, and shall remain in full force and effect through December 31, 2025. Unless otherwise indicated, the economic and fringe benefits shall be retroactive to January 1, 2023.

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Chair, Board Trustees

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Chair, ECCFA Negotiating Committee

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Chair, Board Negotiating Committee

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President, ECCFA