



**KISHWAUKEE
COLLEGE**

A G R E E M E N T

between

**BOARD OF TRUSTEES
OF KISHWAUKEE COLLEGE
COMMUNITY COLLEGE DISTRICT NO. 523**

and

**KISHWAUKEE COLLEGE ADJUNCT EDUCATION
ASSOCIATION - AFT-IFT LOCAL 6559
2025-2029**

Table of Contents

AGREEMENT	5
Article I - Recognition and Representation.....	5
Section 1.1: Recognition	5
Section 1.2: Maintenance of Inclusion.....	5
Section 1.3: Unit Listing	6
Article II - Board Rights	6
Section 2.1: Board Rights	6
Article III - Association-Board Relations	7
Section 3.1: Union Dues	7
Section 3.2: Access to Information	8
Section 3.3: Communication.....	8
Section 3.4: Non-Discrimination	8
Section 3.5: Intellectual Property and Copyrights	8
Section 3.6: Meeting Space for KCAEA	9
Section 3.7: KCAEA Bulletin Boards.....	9
Section 3.8: KCAEA Use of Intra-Department (College) Mail System	9
Section 3.9: KCAEA Use of College Email System.....	9
Section 3.10: KCAEA/College Communication Meeting	10
Section 3.11: Union Records Space	10
Section 3.12: Printing of Agreement.....	10
Section 3.13: Mentoring.....	10
Section 3.14: Orientation	10
Article IV - Conditions of Employment	11
Section 4.1: Academic Freedom and Professional Standards	11
Section 4.2: Roles and Responsibilities of Adjunct Faculty	11
Section 4.3: Online/Hybrid Teaching Training Requirement	12
Section 4.4: Faculty Rank Appointments	13
Section 4.5: Absence Notification Procedures.....	14
Section 4.6: Office Space, Telephones, and Keys	15
Section 4.7: Copying/Scantron	15
Section 4.8: Out-of-State Employment.....	15

Section 4.9: Safety & Security Trainings.....	16
Article V – Leaves	16
Section 5.1: Paid Personal Leave.....	16
Section 5.2: Jury Duty and Subpoenas.....	17
Article VI - Grievance Procedure	17
Section 6.1: Grievance Definition.....	17
Section 6.2: KCAEA Grievances.....	18
Section 6.3: Resolution Without KCAEA Action.....	18
Section 6.4: Informal Resolution	18
Section 6.5: Procedure	18
Section 6.6: Limitation on Authority of Arbitrator.....	20
Section 6.7: Time Limits.....	20
Section 6.8: Non-Reprisal.....	21
Article VII - Personnel File.....	21
Section 7.1: Access to Personnel Files.....	21
Article VIII - Discipline.....	22
Section 8.1: Discipline	22
Section 8.2: Representation at Investigatory Meeting	22
Article IX - Observations/Evaluation Procedure	22
Section 9.1: Classroom Observations/Evaluation.....	22
Section 9.2: Post Observations/Evaluation	23
Section 9.3: Student Observations/Evaluation.....	23
Section 9.4: Performance Remediation.....	23
Article X – Assignments	25
Section 10.1: Adjunct Faculty Qualifications and Assignments.....	25
Section 10.2: Late Cancellation of Contingent Assignment	28
Article XI - Compensation.....	28
Section 11.1: Salary	28
Section 11.2: Summer Classes	29
Section 11.3: Substitute Pay	29
Section 11.4: Independent Study	29
Section 11.5: Internship Supervision	29
Section 11.6: New Course Development	30

Section 11.7: Departmental and Institutional Meetings	30
Section 11.8: Longevity	31
Section 11.9: Assessment and Program Review Assignment(s).....	31
Section 11.10: Pay Periods	31
Section 11.11: Tuition Waiver	32
Section 11.12: Reimbursement for Eligible Supplies	33
Section 11.13: Life Insurance Reimbursement	33
Section 11.14: Professional Development	33
Section 11.15: Domestic Partners	33
Article XII – Vacancies	34
Section 12.1: Posting of Faculty Vacancies	34
Section 12.2: Temporary Full-Time Appointment.....	34
Article XIII – No Strike/No Lockout.....	35
Section 13.1: Strikes Prohibited.....	35
Section 13.2: KCAEA Responsibility.....	35
Section 13.3: No Lockout	35
Article XIV - Terms and Conditions.....	36
Section 14.1: Duration of Agreement	36
APPENDIX A – Adjunct Faculty Maximum Load Chart	37

AGREEMENT

This AGREEMENT is entered into this 10th day of June 2025, by and between the BOARD OF TRUSTEES OF KISHWAUKEE COLLEGE, COMMUNITY COLLEGE DISTRICT NO. 523 (hereinafter referred to as the “Board” or the “College”) and the KISHWAUKEE COLLEGE ADJUNCT EDUCATION ASSOCIATION (hereinafter referred to as the “KCAEA” or the “Association”).

Article I - Recognition and Representation

Section 1.1: Recognition

The Board recognizes the Kishwaukee College Adjunct Education Association, IFT/AFT, Local 6559, as the sole and exclusive bargaining representative for all adjunct (part-time) teaching faculty members, including adjunct nursing faculty, after teaching at least three (3) credit hours for two (2) academic semesters, and specifically excluding all other college employees, including, but not limited to, any temporary or short-term employee or other employees who do not meet the definition of educational employee under the Illinois Educational Labor Relations Act (IELRA) 115 ILCS 5).

Section 1.2: Maintenance of Inclusion

An adjunct faculty member who qualifies for initial bargaining unit inclusion shall remain a member of the bargaining unit unless the adjunct does not teach at least three (3) credit hours for three (3) consecutive semesters, excluding the summer term. An adjunct will be removed from the bargaining unit after three (3) consecutive semesters in which they do not teach three (3) or more credit hours.

Re-Eligibility – An adjunct faculty member who is removed from the bargaining unit because they does not meet the maintenance of inclusion criteria set forth in Section 1.2 will re-qualify for eligibility in the unit only after satisfying the eligibility criteria set forth in Section 1.1 provided, however, that an adjunct who has taught at the College for at least seven (7) consecutive academic years (including Fall or Spring and excluding Summer), will become re-eligible in the unit effective beginning the first semester in which they teach at least three (3) credit hours.

Section 1.3: Unit Listing

The College will provide the KCAEA, a preliminary list of the adjunct faculty members actively teaching, not later than the first day of the start of each semester (Fall, Spring, and Summer), based on the information available at those times.

The College will provide the KCAEA, an updated (midterm) list halfway through each semester (March 15, and October 5). The midterm list shall include all actively teaching adjunct faculty with their consecutive semesters and credit hours taught.

Article II - Board Rights

Section 2.1: Board Rights

It is understood and agreed that the Board possesses the sole right and authority to operate and direct the adjunct faculty and other employees of the College in all respects, including, but not limited to, all rights and authority exercised by the Board prior to the execution of this Agreement, except as specifically limited in this Agreement.

The authority and powers of the Board as prescribed by the statutes and Constitution of the State of Illinois and the United States shall continue unaffected by this Agreement, except as expressly limited by the express provisions of this Agreement. These rights include, but are not limited to, the following:

1. To determine the College's mission, objectives, policies, and budget and to determine and set all standards of service offered to the public;
2. To maintain executive management and administrative control of the College and its properties and facilities and the activities of its employees as related to the conduct of College affairs;
3. To delegate authority through recognized administrative channels for the development and organization of the means and methods of instruction and the performance of professional duties according to Board policy or College practice, and to introduce new or improved methods, equipment and facilities;
4. To establish, modify or eliminate programs, curricula and/or courses of instruction, including special programs, athletic, recreational and social events for students, to determine whether to provide or purchase goods and services, and to determine the methods, means, and number of personnel needed to carry out the College's mission, all as deemed necessary or advisable by the Board;

5. To hire all employees and, subject to provisions of law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion, and to evaluate, promote, transfer, and lay off all such employees; and
6. To determine assignments of students to classes, academic calendar, textbooks, class schedules, class size, non-classroom student assignments, the hours and places of instruction, policies on student examinations, and the duties, responsibilities, and assignment of those in the bargaining unit.

The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms thereof are in conformance with the Constitution and laws of the State of Illinois and the Constitution and laws of the United States.

Article III - Association-Board Relations

Section 3.1: Union Dues

The Board agrees to deduct from the pay of an adjunct faculty member covered by this Agreement their regular monthly Association dues and remit such deduction by the first (1st) day of the succeeding month to the Association, provided that the College receives a lawfully written authorization form from the Association by the fifteenth (15th) day of the first month for which such deduction shall be made.

If an adjunct faculty member has no earnings due for a given pay period, the Association shall be responsible for collecting such adjunct faculty member's dues for that period. The Association will notify the College of the exact amount of the regular monthly membership dues to be deducted by the fifteenth (15th) day of the first month for which the deduction shall be made. The amount of the deduction shall not be subject to change for the duration of the academic year.

The Association agrees to indemnify and hold the College and Board harmless against any and all claims, demands, suits, orders, or judgments or other forms of liability (monetary or otherwise) brought or issued against the College or Board and for all legal costs that arise out of or by reason of any action taken or not taken by the College under the provisions of this Section. If an improper deduction is made, and paid to the Association, the Association shall refund any such amount directly to the adjunct faculty member involved.

The College agrees to notify the Union President immediately after receiving notification of an adjunct faculty member revoking their union dues/membership. The Association agrees to notify Human Resources immediately after receiving notification of an adjunct faculty member revoking their union dues/membership. The Association will direct the employee to contact Human Resources to notify them of the dues/membership revocation. Upon notice of dues/membership revocation the College will immediately cease the deduction of Union dues of such adjunct faculty member from their pay following the College's receipt of the revocation.

Section 3.2: Access to Information

The College and the Association agree to collaborate in the keeping of an accurate list of all unit members including their names, addresses and classifications.

As unit members are employed or separated, or in the event of changes in name or address communicated by the employee, or classification, the membership list shall be revised and a new list shall be collaboratively compiled by designated College and Association representatives upon request of the Association, within fifteen (15) College business days.

Section 3.3: Communication

In the event that a Freedom of Information Act (FOIA) request received by the College asks for information about a bargaining unit member including, but not limited to, their name, mailing address, or classification, the College shall notify the member by phone or e-mail based on contact information on file at the College prior to the information being released to the originator of the FOIA.

Section 3.4: Non-Discrimination

The College agrees there shall be no discrimination against any unit-eligible adjunct employee because of KCAEA membership. The parties likewise acknowledge the right of any unit-eligible adjunct employee not to become a member of the KCAEA.

Section 3.5: Intellectual Property and Copyrights

Intellectual property and copyright issues will be governed by the guidelines provided in the Board of Trustees approved Policy 4.04 (Copyright) and the Adjunct Faculty Handbook on Intellectual Property.

All adjunct employees will adhere to College policy and procedures, the Adjunct Faculty Handbook and applicable state and federal legislation in the development and use of all instructional and all other materials pertinent to their profession.

If applicable, an adjunct employee shall retain ownership rights of materials developed and produced exclusively on their own time without the use of any College resources.

Section 3.6: Meeting Space for KCAEA

The KCAEA may utilize College meeting room facilities, except those already set up for an anticipated use, to meet with employees covered under this Agreement during non-working hours. Such use shall not interfere with any activity or function of the College. The KCAEA and its representatives shall follow the process for the meeting room space and not use College supplies or materials in connection with the planning or holding of such meetings.

Section 3.7: KCAEA Bulletin Boards

The Board agrees to provide one (1) bulletin board designated for use by the KCAEA. The bulletin board shall be used for posting KCAEA notices and shall be restricted to the following: (a) notices of KCAEA recreational and social activities; (b) notices of KCAEA elections; (c) notices of KCAEA appointments; and (d) notices of KCAEA meetings, reports, minutes, information and announcements thereof. Costs incident to preparing the posting of KCAEA material shall be borne by the KCAEA.

Section 3.8: KCAEA Use of Intra-Department (College) Mail System

The KCAEA shall have the right to use inter-office mail services to deliver notices and materials directly relating to KCAEA activities to employees covered by this Agreement.

Section 3.9: KCAEA Use of College Email System

The KCAEA agrees to the use of the College email system by the KCAEA for the purpose of communication with unit adjunct employees. Such emails shall comport with College policy and shall not be derogatory of any person(s) associated with the College and shall not include Items which are endorsements of candidates for political office. KCAEA election announcements are acceptable.

Section 3.10: KCAEA/College Communication Meeting

At the request of the Association or the Board, the President of the Association and the College President or their respective designees shall meet at least quarterly to discuss matters of mutual concern. The communication committee may meet more often by mutual agreement. The Association President may invite other bargaining unit employees (not to exceed two) to attend such meetings. The College President may invite other College representatives (not to exceed two) to attend such meetings. This section shall not be applicable to any matter that is being processed pursuant to the grievance procedure set forth in this agreement. No bargaining unit employee shall be entitled to any additional compensation for attending any communication meeting. Notes of the meetings shall be kept by the College President or their designee and forwarded to the Association President and/or their designee as soon as practicable. Normally, the College will provide a status update on any agreed action items within 10 business days of the communication meeting.

Section 3.11: Union Records Space

The College will provide access to an on campus designated office space for KCAEA to conduct business and to maintain confidential KCAEA documents regarding its membership and role as exclusive bargaining representative. The College will provide internet access, a computer and a printer in the designated space, as well as four (4) keys to KCAEA to the office space.

Section 3.12: Printing of Agreement

The College shall be responsible for printing copies of this Agreement after both parties have ratified, approved, and signed the successor Agreement.

Section 3.13: Mentoring

Refer to the Adjunct Faculty Handbook for adjunct mentoring.

Section 3.14: Orientation

If the College schedules an orientation for Adjunct Faculty, the president of the Union or the designee will be invited to participate in the orientation.

Article IV - Conditions of Employment

Section 4.1: Academic Freedom and Professional Standards

Kishwaukee College regards freedom in the discussion of facts as necessary to meaningful education. However, it is expected that statements of opinion, as opposed to generally accepted facts, will be clearly indicated as opinion. Moreover, it is expected that the individual instructor will confine themselves to authoritative remarks in their own field of expertise. No policy is to be construed as a constraint on the free exercise of constitutional and statutory rights on the part of the adjunct member.

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

Section 4.2: Roles and Responsibilities of Adjunct Faculty

Instruction that facilitates learning is the primary function of the College. All operations of the institution exist to facilitate this goal.

In addition to instruction, related responsibilities include, but are not limited to the following:

- Provide preparation and instruction in the field of study incorporating current and relevant technology as appropriate
- Stay current in assigned discipline and teaching methodology
- Evaluate student work constructively and provide timely feedback
 - Constructive feedback is feedback that allows students to identify areas of improvement and make corrections in future work
 - Include language in the syllabus that provides students with expectations for timely feedback
 - Include language in the syllabus that identifies how and where students can see their grades
- Provide access to students through electronic communications and other methods and respond to inquiries in a timely manner
 - Include language in the course syllabus that provides students with expectations for timely response to communication

- Foster an environment for student success (e.g., retention alerts student accommodations, and tutoring referrals)
- Plan, develop, and utilize teaching methods and materials which are appropriate for students with diverse educational and experiential backgrounds and learning styles.
- Engage in course, program, and institutional level assessment efforts as needed, including collecting, reporting, and analyzing outcomes data.
- Provide a copy of course syllabi (by the end of the first week of the course), final grades (no later than 24 hours after the last day of final exam week), grade backups, incomplete grade forms, program reviews, attendance verification roster (AVR), and midterm certification roster for all courses by deadlines and in formats established by the College.
- Activate courses regardless of modality, in College learning management system (LMS).
- Manage student issues and incidents in a manner consistent with the Student Code of Conduct.
- Prompt attendance at each class meeting, appropriate use of the entire class period, and meeting the number of sessions scheduled for the semester.
- Participate in efforts to gain, evaluate, and maintain accreditation.
- Adhere to all policies and procedures of the College.

Section 4.3: Online/Hybrid Teaching Training Requirement

In order to ensure that all faculty members are equipped with the necessary skills and knowledge to deliver high-quality education and maintain the standards of excellence expected by the institution, adjunct faculty members who will be teaching online/hybrid are required to complete Kishwaukee College's self-paced, Quality Matters 101 D2L (or College's Learning Management System) course within one year.

Adjunct faculty members who have previously taken Quality Matters courses may provide verification of prior completion of any of the following Quality Matters course(s) to demonstrate they have fulfilled this training requirement:

- ❖ Designing Your Online Course (DYOC)
- ❖ Improving Your Online Course (IYOC)
- ❖ Applying the Quality Matters Rubric (APPQMR)
- ❖ Quality Matters Teaching Online Certificate completion (Seven Courses)

Previously completed training from sources other than Quality Matters will be accepted to demonstrate fulfillment of this requirement if the following parameters are met:

- The credential is no more than 5 years old

- The credential is either a transcribed certificate or coursework from an accredited university (such as the University of Illinois' graduate level certificate in "Online Teaching in the Higher Education Environment"), OR from an established online learning consortium, such as the Online Learning Consortium's (OLC) "Online Teaching Certificate Program" or the ION "Master Online Teacher Certificate"
- Other equivalent training upon review and approval of a Dean or designee

For those adjunct faculty who have not already completed applicable previous training through Quality Matters, or through another approved party, the College will provide the QM 101 course. Adjunct faculty will receive a one-time compensation in the amount of \$500.00 upon completion of Kish's QM 101.

Kishwaukee College's QM 101 D2L (or College's Learning Management System) course:

Time Commitment: 20 hours; Modality: D2L Asynchronous, Self-Paced

This course is appropriate for those who have not had much experience in online teaching. It reviews the essential standards of the Quality Matters rubric, and the assignments focus on drafting student engagement activities, classroom assessment techniques, or module introduction videos: the creation of D2L template pages for Course Introductions and Module Outcomes, communications policies and procedures, and using Ally to improve accessibility.

Section 4.4: Faculty Rank Appointments

A committee of adjunct instructors will review the candidates for Adjunct Associate Professor and Adjunct Professor. The recommended candidates will then be approved by the Division Dean or designee, and the Board of Trustees.

Adjunct Professor rank will be given preference over other ranks during course assignments and be guaranteed a course, if one is available, every semester unless a special circumstance arises.

Adjunct Instructor: Adjunct faculty members shall be given the rank of "Adjunct Instructor" upon hire.

Adjunct Assistant Professor: Adjunct faculty shall advance to the rank of "Adjunct Assistant Professor" after consistently meeting in a timely manner the roles and responsibilities outlined in Section 4.2 and six (6) non-consecutive semesters of teaching (fall, spring or summer).

Adjunct Associate Professor: Adjunct faculty shall advance to the rank of "Adjunct Associate Professor" after consistently meeting in a timely manner the roles and responsibilities outlined in Section 4.2 and twelve (12) non-consecutive semesters of teaching

(fall, spring or summer) and one providing documentation of twenty (20) hours of professional development in the Teaching and Learning Center and two of the following:

- Professional development related to the discipline or the field of education
- Professional achievement in related field
- Educational Advancement (complete a degree from a regionally accredited college or university, which is at or above the degree upon hire to the College).
- Service to the College (such as committee participation).

Adjunct Professor: Adjunct faculty shall advance to the rank of “Adjunct Full Professor” after consistently meeting in a timely manner the roles and responsibilities outlined in Section 4.2, eighteen (18) non-consecutive semesters of teaching (fall, spring or summer) with documentation of twenty (20) additional hours of professional development in the Teaching and Learning Center and a total of five development opportunities from any of the following areas:

- Professional development related to the discipline or the field of education
- Professional achievement in related field
- Educational Advancement (complete a degree from a regionally accredited college or university, which is at or above the degree upon hire to the College).
- Service to the College (such as committee participation).

Beginning with the 2025-2026 contract year, adjunct faculty will be eligible for a one-time, noncumulative compensation of \$500 upon achievement of the rank of Adjunct Associate Professor and/or Adjunct Professor. The adjunct faculty member will receive the \$500 compensation on the final payroll for the semester, following Board approval, in the fiscal year in which the adjunct faculty member is eligible for rank advancement. This one-time non-precedential compensation will not be added to the adjunct faculty member’s hourly contracted rate for subsequent semesters and is non-SURS eligible.

Adjunct faculty who taught in the 2025-2026 academic year at the College and are at the rank of Adjunct Professor at the end of the Spring 2025 semester, will be eligible for a one-time non-precedential compensation of \$500.00 upon providing documentation of twenty hours of professional development in the Teaching and Learning Center from July 1, 2025, through June 30, 2026. All documentation of the completed twenty (20) hours of professional development in the Teaching and Learning Center must be submitted to the Vice President of Instruction no later than July 1, 2026, to be eligible for compensation. This one-time non-precedential compensation will not be added to the adjunct faculty member’s hourly contracted rate for subsequent semesters and is non-SURS eligible.

Section 4.5: Absence Notification Procedures

Adjunct faculty members who must be absent for a scheduled class must notify their Division Office at least one (1) day before the class absence, except in cases of emergency. Adjuncts shall notify the Office of Instruction by email at officeofinstruction@kish.edu,

consistent with the College's class cancellation practice, if they are sick or otherwise unable to teach a class. Adjuncts must notify and obtain approval of the Division Dean or their designee before sending a substitute to teach the class. A Leave Request Form must be submitted upon return to campus. Adjuncts are responsible for ensuring that each course meets for the full number of class sessions and for the duration required.

Section 4.6: Office Space, Telephones, and Keys

The College shall provide shared office space for adjunct employees. Such office space will be equipped with a telephone and computer, as well as lockable storage. Keys for the shared office space for adjunct employees shall be issued to adjunct instructors who request them. Adjunct employees shall return keys upon completion or termination of employment or upon the College's request.

Section 4.7: Copying/Scantron

Each adjunct employee shall have access to departmental copying, transparency, and Scantron equipment. Scantron equipment shall be available in the mail room(s).

Section 4.8: Out-of-State Employment

Kishwaukee College's primary location of operation is in the state of Illinois. Adjunct faculty must reside in Illinois or within a reciprocal state with Illinois. Contact Human Resources for a list of reciprocal states.

Out-Of-State Adjunct Faculty Employee

An "out-of-state adjunct faculty employee" is defined as an adjunct faculty employee of Kishwaukee College whose primary work location is outside of the state of Illinois. Employment laws, state taxes, employment tax, minimum wage requirements, and worker's compensation provisions vary from state to state and require compliance with these various rules.

Exceptions

Kishwaukee College will not hire employees who live and perform work outside of Illinois or the reciprocal states. However, exceptions may be made in compelling situations for employees who are needed to meet a demonstrated academic department, program, or College need.

Arrangements to work out-of-state must be preapproved, in writing, by the Vice President of Instruction and the President.

No Exceptions for Living and Working in the States of California, New York, or New Jersey

Exceptions will not be made for employees living and working in the states of California, New York, or New Jersey since these locations have arduous payroll tax, employment, minimum wage, and worker's compensation laws.

Required Advanced Notification of Work Location Changes

Employees are required to notify the Human Resources department in advance of any work location changes to states outside of Illinois, or a reciprocal state.

Section 4.9: Safety & Security Trainings

Pursuant in part to the Campus Security Enhancement Act of 2008 (110 ILCS 12/20), Kishwaukee College shall conduct training on its Emergency Operations Plan (EOP) annually. The College will also provide cybersecurity initiatives (e.g., KnowBe4) and additional trainings deemed necessary through legal/federal/state requirements (e.g., Title IX, Ethics, etc.) annually. Adjunct Faculty will need to complete the training by the published deadline (customarily within 30 days following assignment of the training). Adjunct faculty completing all mandatory training by published deadlines will receive compensation in the amount of \$50.00.

Article V – Leaves

Section 5.1: Paid Personal Leave

An adjunct faculty member who teaches less than three (3) days per week shall be granted two (2) paid personal leave days per semester. Adjunct faculty members who teach three (3) or more days per week shall receive three (3) paid personal leave days per semester.

Adjuncts who teach less than three (3) contact hours during summer term shall receive one (1) paid personal leave day. Adjuncts who teach three (3) or more contact hours during summer term shall receive two (2) paid personal leave days.

Unused paid personal leave days shall be non-cumulative. No paid personal leave days shall be taken on a workday immediately before or after a college holiday, unless otherwise agreed

by the Dean or their designee. Paid time off is not intended by the parties to be used as vacation days.

Paid personal leave usage will be applied as the total of instructional hours missed as follows:

- If total hours missed is less than or equal to four (4) hours of instruction in a day, a half-day of usage will be charged;
- If total hours missed is greater than four hours of instruction in a day, a full-day of usage will be charged.

After all paid personal leave for a semester has been used:

- If total hours missed is less than or equal to four (4) hours of instruction in a day, thirty dollars (\$30.00) will be charged.
- If total hours missed is greater than four (4) hours of instruction in a day, fifty dollars (\$50.00) will be charged.

The College and the Adjunct Faculty have discussed the Illinois Paid Leave for All Workers Act (820 ILCS 192/15). Both parties recognize that the Act allows employees to negotiate their own working conditions. After careful consideration, both sides agree to waive all provisions of the Act because the benefits provided in this Agreement are clear, fair, and in the best interest of both the College and the Adjunct Faculty.

Section 5.2: Jury Duty and Subpoenas

Adjunct faculty members subpoenaed or involuntarily required to appear as jurors or witnesses in matters in which they have no personal or pecuniary interest will notify their immediate supervisor as soon as possible after being subpoenaed. Any such subpoenaed adjunct faculty member who, as a result, cannot fulfill their assigned duties and responsibilities will suffer no loss in salary. Any compensation or fees which the employee receives as a juror or a witness, and any reimbursement for travel expenses for jury duty, may be retained by the employee in accordance with Board Policy 2.13.18.

Article VI - Grievance Procedure

Section 6.1: Grievance Definition

A grievance shall mean a complaint by an adjunct faculty member or KCAEA that there has been a violation or misinterpretation or misapplication of the specific terms of this Agreement.

Section 6.2: KCAEA Grievances

If the KCAEA alleges a violation, misinterpretation, or misapplication of the specific terms of this Agreement that relates directly to KCAEA's rights, then KCAEA shall have the right to submit a grievance within the time limits specific in Section 6.7. In addition, KCAEA may file a timely grievance on behalf of a particular adjunct faculty member in a specific instance, provided the adjunct faculty member attends any and all grievance meetings and responds to factual inquiries concerning the grievance.

Section 6.3: Resolution Without KCAEA Action

Nothing in this Agreement shall be construed to deny an individual employee the right to present a grievance and have it adjusted without the intervention of KCAEA as long as the adjustment is not inconsistent with the terms of this Agreement, provided KCAEA has been given an opportunity to be present at such adjustment.

Section 6.4: Informal Resolution

The parties are encouraged to resolve through informal discussions any grievances as defined herein. Such informal discussions are not to be construed as a part of the grievance procedure.

Section 6.5: Procedure

If such informal discussions do not lead to a satisfactory resolution of a grievance as defined herein, the grievance shall be processed according to the following procedure.

First Step:

1. If the grievant is unable to resolve a grievance informally, a written statement of the grievance shall be prepared, signed and delivered to the appropriate Dean or equivalent or their designee within the time limits specified in Section 6.7 of this Agreement. The written grievance shall specify the section or sections of this Agreement that are allegedly violated, misinterpreted, or misapplied, the full facts on which the grievance is based and the specific relief requested.
2. Within fourteen (14) calendar days after the written grievance is submitted a meeting shall be held between the grievant, up to one (1) KCAEA representative if specifically requested by the grievant, the Dean or equivalent or their designee, and other appropriate administrative personnel.

3. The Dean or equivalent or their designee will answer the grievance in writing within ten (10) calendar days after such meeting.

Second Step:

1. If the grievant is not satisfied with the First Step decision, the grievance may be referred to the appropriate College Vice President within ten (10) calendar days after the First Step answer is provided.
2. Within ten (10) calendar days thereafter, a meeting shall be held between the grievant, up to one (1) KCAEA representative if requested by the grievant, the Vice President or their designee, and other appropriate administrative personnel.
3. The Vice President or their designee shall deliver an answer to the grievant within ten (10) calendar days after such meeting.

Third Step:

1. If the grievant is not satisfied with the Second Step decision, the grievance may be referred to the College President within ten (10) calendar days after the Second Step answer is provided.
2. Within ten (10) calendar days thereafter, a meeting shall be held between the grievant, up to one (1) KCAEA representative if requested by the grievant, the President or their designee, and other appropriate administrative personnel.
3. The President or their designee shall deliver an answer to the grievant within ten (10) calendar days after such meeting.

Fourth Step:

1. If KCAEA is not satisfied with the decision at the Third Step, KCAEA may refer the grievance to arbitration within ten (10) calendar days after the decision is provided at the Third Step, by written notice to the College President.
2. The parties shall attempt to agree upon an arbitrator within seven (7) calendar days after receipt of the notice of referral to arbitration. In the event the parties are unable to agree upon an arbitrator within this seven (7) day period, the parties shall immediately jointly request the American Arbitration Association (AAA) or Federal Mediation and Conciliation Service (FMCS) to act as administrator of the arbitrator selection process. The parties shall select an arbitrator in accordance with the AAA or FMCS arbitrator selection procedures.

3. The arbitrator shall be notified of their selection and shall be requested to set a time and place of the hearing, subject to the availability of KCAEA and Board representatives.
4. The arbitrator shall submit their recommendation in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.
5. More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing.
6. The fees and expenses of the arbitrator and the cost of a written transcript for the arbitrator shall be divided equally between the Board and the KCAEA, provided, however, that each party shall be responsible for compensating its own representatives and witnesses, and purchasing its own copy of the written transcript.

Section 6.6: Limitation on 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 question of fact as to whether there has been a violation, misinterpretation, or misapplication of the specific provisions of this Agreement based on the specific issue submitted to the arbitrator by the parties in writing. If no joint written stipulation of the issue is agreed to by the Board and KCAEA, the arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at the Second Step. The arbitrator shall have no authority to make a recommendation on any issue not so submitted or raised. The arbitrator shall be without power to make recommendations contrary to or inconsistent with in any way applicable laws or rules and regulations of federal, state or local administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities or the Board under this Agreement, the law and applicable court decisions. The decision of the arbitrator will be accepted as final by the Board, the KCAEA, and the adjunct faculty member, and all parties will abide by it. Nothing in this Agreement, however, shall be construed to prohibit the Board or KCAEA from seeking administrative or judicial review of an arbitrator's decision.

Section 6.7: Time Limits

No grievance shall be entertained or processed unless it is submitted within fifteen (15) calendar days after the first event giving rise to the grievance or within fifteen (15) calendar days after the employee or KCAEA, through the use of reasonable diligence, could have first obtained knowledge of the first event giving rise to the grievance. If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance

is not appealed to the next step within the specified time limit or an agreed extension thereof, it shall be considered settled on the basis of the Board's last answer. Failure at any step of this procedure to hold a meeting or communicate a decision on a grievance within the specified time limits or an agreed extension thereof shall permit the aggrieved party to treat the grievance as denied and to proceed immediately to the next step. The parties may by mutual agreement in writing extend any of the time limits set forth in this Article.

Section 6.8: Non-Reprisal

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

Article VII - Personnel File

Section 7.1: Access to Personnel Files

The official personnel file for each adjunct employee shall be maintained in the Human Resources Office. An adjunct employee shall have the right to examine their personnel file in the Human Resources Office in accordance with College policy and the Illinois Personnel Records Review Act.

Such request shall be made in writing and submitted during normal business hours. Nothing which had been officially placed in the personnel file shall be permanently removed from the file without the mutual consent of the College President or designee and the adjunct employee. An adjunct employee may reproduce material from their files at the cost established by College policy.

No material from an adjunct employee's personnel file shall be made available to personnel or agencies not employed by or affiliated with the College without the adjunct employee's consent, except as required by law, court order or records subpoena or as necessary pursuant to the regular operations of the College. However, this shall not preclude the College from responding as required with regard to verification of employment.

Article VIII - Discipline

Section 8.1: Discipline

The parties recognize the authority of the College to discipline an adjunct employee for documented reasons after an administrative investigation. If necessary and appropriate to determine whether misconduct occurred, an adjunct employee shall have the opportunity, prior to discipline, to have a conference with the College and at that time to have an opportunity to review the reason(s) for the discipline and have an opportunity to comment on and/or rebut such reason(s). The adjunct employee shall be apprised in writing of the reason(s) for any discipline, and a copy of any disciplinary notice shall be placed in the adjunct employee's personnel file.

Section 8.2: Representation at Investigatory Meeting

In the event that an adjunct employee is required to attend an investigatory or pre-disciplinary meeting which could reasonably result in the adjunct employee being disciplined, they shall have the right to have a KCAEA representative present.

Article IX - Observations/Evaluation Procedure

Section 9.1: Classroom Observations/Evaluation

To ensure quality and provide feedback, any adjunct faculty member's class may be observed at the discretion of the Board or their designee. Classroom observations will be scheduled with a minimum of two (2) weeks advance notice to adjunct faculty members unless immediate concerns or other exigent circumstances require the College to observe an adjunct faculty member's classroom more promptly. Adjunct faculty members will be observed in their first or second semesters of teaching at the college, and at least once every three academic years thereafter. Evaluation will be conducted by the Dean or their designee. The Dean or their designee may conduct a classroom observation outside this regular schedule if concerns warrant such action.

In addition, when a Dean has concerns about an adjunct faculty member's performance based on reports or data other than observations of instruction, the Dean (or designee) may discuss these concerns with the adjunct faculty member and suggest strategies to improve performance.

Section 9.2: Post Observations/Evaluation

Following an evaluation of an adjunct faculty member, a conference shall occur between the person who conducted the evaluation and the individual adjunct faculty member within fifteen (15) school days of the date of the formal evaluation. During this conference, the person who conducted the evaluation shall provide the adjunct faculty member with a copy of any written evaluation. The adjunct faculty member may ask clarifying questions concerning particular areas in which deficiencies are noted. An adjunct faculty member shall be permitted to attach a written statement explaining the adjunct faculty member's position concerning their written evaluation, pursuant to the provisions of the Employee Access to Personnel Records Act, 820 ILCS 40/1 et seq.

Section 9.3: Student Observations/Evaluation

The contents of the student evaluation forms administered on a class-wide basis by the College will not be reviewed by the administrator conducting a classroom observation of the adjunct faculty member until after the classroom observation. This shall not, however, be construed to limit the College's right to take student evaluations into account in connection with an evaluation, nor shall it limit any administrator's right to review the student evaluations prior to the post-observation conference or to schedule an additional classroom observation as part of the evaluation following review of the student evaluations.

Section 9.4: Performance Remediation

To safeguard the quality of instruction, the College may intervene with an adjunct faculty member in order to correct deficiencies in teaching, subject matter currency, or fulfillment of instructional roles and responsibilities. Intervention may be prompted by classroom observation, student feedback surveys, informal or formal complaints, or other factors the College deems appropriate. Intervention is not intended to be punitive; rather, it is meant to create opportunities to improve teaching performance and maintain professional standards. Faculty who refuse or consistently fail to meet these standards, as determined by the Dean in coordination with HR, may be subject to dismissal from current assignment or non-reemployment. Professional misconduct is not subject to remediation.

A. Intervention Procedure:

1. Informal Intervention

Generally, intervention is initiated following an unsatisfactory classroom observation, a serious complaint, or a pattern of failure to fulfill instructional roles and responsibilities. Initially, the Dean or designee will meet with the adjunct faculty

member to discuss the issues, hear the faculty member's response, and determine whether a formal remediation is needed. Commonly, this meeting will resolve the issue, and no further action is needed.

2. Notice of Remediation

If the issue is not resolved and the problem persists and it is determined by the Dean or designee that the performance can be successfully remediated, the Dean may elect to convene a remediation meeting during which a remediation plan will be developed in collaboration with the adjunct faculty member. In giving notice of the meeting, the Dean will describe the behavior that needs to be corrected and the basis for the decision that remediation is necessary. The meeting will be attended by the Dean, the adjunct faculty member and, at the adjunct faculty member's request, an Association representative.

3. Remediation Plan and Timetable

Following the meeting, the Dean or designee will distribute the remediation plan to the parties. The plan will specify expected outcomes, means of assessing progress, recommended professional development or other assistance from the College where appropriate, and a timetable for completion. Normally, the adjunct faculty member will be given one semester to complete the plan, during which time their performance will be assessed. Remediation can be scheduled during a summer term, by mutual consent, if the adjunct faculty member is teaching. If it is not possible for the remediation plan to be completed and assessed within one semester or if determined by the Dean that extra time is needed, the remediation period may be extended at the Dean's discretion.

4. Follow-up

If the adjunct faculty member fulfills the terms of the plan and has sufficiently improved performance, as determined by the College, the matter is concluded, and the Dean issues a second memo to all parties to that effect. The memo will be retained in the faculty member's official personnel file, but this and any other documents relating to the remediation may be expunged, at the adjunct faculty member's request, after 5 years if there are no ongoing concerns. In subsequent semesters the adjunct faculty member will be assigned courses in the usual and customary manner. If the adjunct faculty member has not fulfilled the terms of the plan within the prescribed time frame, or if their performance has not improved sufficiently as determined by the College, the faculty member may not be eligible to teach courses in subsequent terms. If the Dean recommends non-renewal or non-reemployment of the adjunct faculty member, the adjunct faculty may request (within 30 days of notification of non-reemployment)

a review of the remediation by the Vice President of Instruction. The decision of the Vice President of Instruction will be accepted by all parties as final.

- B. Non-reemployment: Nothing herein shall prevent the College from permanently not reemploying an adjunct faculty member for conduct not directly involving teaching performance which it deems to be irremediable, including but not limited to:
- Repeated unauthorized failure to attend a course or intentional failure to follow College policies or directives.
 - Sexual harassment, carrying a weapon on College premises, or conduct that is injurious to the health, safety and welfare of the students or other College employees.

Article X – Assignments

Section 10.1: Adjunct Faculty Qualifications and Assignments

A. Qualifications/Assignments

Adjunct faculty members shall be eligible to teach only those courses for which they are qualified under the College Credentials Document. The College defines the academic credentials and certifications required for adjunct faculty to teach in every discipline in the Kishwaukee College Credentials Document. Adjuncts' credentials and certifications will be evaluated by the College. Adjunct faculty members shall keep their official transcripts, certifications, and licenses current and on-file with the College.

The College will assign courses to adjunct faculty members who are fully qualified based upon their academic credentials, training, administrative classroom evaluations, student feedback, recent teaching and other work experience, currency in discipline and discipline-related technology, instructional and classroom management techniques, fulfillment of the minimum qualifications listed in the Kishwaukee College Credentials Document, and a record of successful performance at the College. In addition to these credentials, length of College experience in the academic discipline shall be considered in determining class assignment. The decision whether to assign a course to an adjunct faculty member shall be within the sole discretion of the Division Dean and the College. Adjunct faculty assigned to courses have no right to additional course assignments or continued employment after completion of their assigned course(s).

When assigning courses, preference will be provided to adjunct faculty currently teaching and adjunct faculty who are members of the bargaining unit prior to assigning courses to other College staff or hiring new adjuncts, unless otherwise required for compliance or accreditation purposes.

B. Adjunct Faculty Work Load

Adjunct faculty members are permitted to teach a maximum of twelve (12) credit or contact hours during each of the fall and spring semesters with the approval of their respective Dean. If the adjunct instructor is teaching twelve (12) credit hours in a semester, they will not be eligible to conduct or participate in paid College work (e.g. tutoring), except for mentoring required meetings, so as not to exceed twenty-nine (29) hours in a work week at the College in accordance with the ACA Safe Harbor guidelines. See appendix A

C. Initial Course Scheduling/Assignments

1. Prior to the start of the next semester, the Dean or their designee will send an email notification to those adjunct faculty currently teaching and adjunct faculty who are members of the bargaining unit. This email notification will be sent to the adjunct's Kishwaukee College email address and will include the mutually agreed upon Adjunct Faculty Scheduling Request Form and the Kishwaukee College Faculty Credentials Document. This email notification will be sent by the last business day of Week 4 of the fall semester for the subsequent spring semester and by the last business day of Week 4 of the spring semester for the subsequent Fall semester.
2. Adjunct Faculty will be provided with ten (10) college business days to complete and submit the Adjunct Faculty Scheduling Request Form.
3. If the adjunct faculty member does not submit the completed Scheduling Request Form by the stated deadline, the Dean will not be obligated to assign any courses to the adjunct. Each Adjunct Faculty Scheduling Request Form shall indicate the days and times they are available to teach, the courses they are qualified/credentialed for and interested in teaching, the number of credit or contact hours they are interested in teaching, and an option to provide preference for online and face-to-face sections.
4. A course cannot be assigned to an adjunct if a course for which the adjunct is eligible is not available within the time frame the adjunct has identified on the

Adjunct Faculty Scheduling Request Form. An adjunct faculty member's submission of the form does not guarantee any course assignment.

5. An adjunct faculty member must verify via email or written confirmation to the Division Administrative Assistant within ten (10) college business days of being offered a teaching assignment whether they will accept or decline the offered course(s). An adjunct faculty member is expected to notify the Division Dean immediately if the adjunct cannot fulfill a commitment to teach an assigned course.
6. All course assignments to adjunct faculty are contingent upon final course approval and scheduling by the Division Dean. Contingent course assignments are subject to cancellation for various reasons, including low student enrollment or reassignment to a full-time faculty member, if necessary, to meet their full-time contractual load requirement.
7. Any member of the unit receiving no course assignment during the academic term shall receive an explanation, in writing, as to why they did not receive an assignment.
8. An adjunct may request a written explanation for the schedule they were assigned. The Division Dean or their designee shall respond within seven (7) College business days.
9. If schedules have not been offered by week fourteen (14) of the prior semester the Division Dean or their designee will provide an update to the affected adjuncts.

D. Late Course Assignments/Course Reassignment

1. If a course becomes available after the initial course scheduling process, qualified adjunct faculty who submitted an Adjunct Faculty Scheduling Request Form will be contacted through Kishwaukee College email and will be provided two (2) college business days to respond.
2. If a course becomes available within five (5) or less college business days of the start of the course, the College will attempt to staff with current adjunct faculty members, but is not required to do so.

Section 10.2: Late Cancellation of Contingent Assignment

The College shall advise an adjunct faculty member as soon as practicable if their contingent course assignment is canceled. If the adjunct faculty member's contingent course assignment is cancelled by the Division Dean or their designee and the course cancellation occurs less than five (5) College business days prior to the first scheduled class, the adjunct will receive seventy-five dollars (\$75) for late cancellation.

Article XI - Compensation

Section 11.1: Salary

Effective with the start of the 2025-2026 academic year, the base credit hour compensation rate for adjuncts teaching a course during the 2024-2025 academic year will be increased by six percent (6.0%).

Effective with the start of the 2026-2027 academic year, the base credit hour compensation rate for adjuncts teaching a course during the 2025-2026 academic year will be increased by six percent (6.0%).

Effective with the start of the 2027-2028 academic year, the base credit hour compensation rate for adjuncts teaching a course during the 2026-2027 academic year will be increased by six percent (6.0%).

Effective with the start of the 2028-2029 academic year, the base credit hour compensation rate for adjuncts teaching a course during the 2027-2028 academic year will be increased by six percent (6.0%).

Adjunct faculty maintaining inclusion within the unit and not teaching in the previous academic year will receive a six percent (6.0%) increase to the base credit hour compensation rate from the academic year in which they last taught (FA, SP, SU).

In the event of a legislative enactment which amends, modifies, or repeals the current SURS six percent (6.0%) earnings increase limitation, either the Association or Board may elect to reopen this section 11.1 only to renegotiate the annual percentage salary increase for any academic years affected by the statutory change. Neither party may renegotiate the salary increase for any academic year which has already been implemented. Notice of intent to reopen this section must be submitted to the other party in writing within thirty (30) calendar days of the effective date of the legislative change. The parties will commence reopener negotiations within a fifteen (15) college business day period of receipt of the reopener

notice. If the parties do not reach mutual agreement on any proposal to modify the annual percentage salary increase within a ninety (90) calendar day period, the six percent (6.0%) salary increase will remain in effect. The Association and Board agree that this contingent reopener provision is limited solely to the issue of the annual salary increases for adjunct faculty as set forth above.

Section 11.2: Summer Classes

The rate of compensation for each credit hour taught during the summer term shall be the adjunct faculty member's credit hour compensation rate for classes taught during that same academic year. The academic year starts in the Fall and ends in the Summer.

Section 11.3: Substitute Pay

An adjunct faculty member covered by this Agreement who is assigned to substitute teach shall be paid twenty-five dollars (\$25) per hour. No adjunct faculty member shall be paid extra for teaching two sections at the same hour.

Section 11.4: Independent Study

An adjunct faculty member shall be eligible for an independent study assignment at the discretion of the Dean or their designee. Adjunct faculty members engaged in teaching independent study and/or individualized instruction will be reimbursed at the flat hourly rate of fifty dollars (\$50.00) per credit hour, providing the course was authorized in advance by the Board or the Board's designee. Time spent performing these duties shall not otherwise be compensated.

Section 11.5: Internship Supervision

One hour of load (credit or contact hour) shall be earned by an adjunct faculty member supervising credit-bearing internship courses for every 12 student credit hours generated as a result of such supervision., provided, however, that the additional credit or contact hours do not exceed the 12 credit or contact hours per semester limit in Section 10.1B.

Section 11.6: New Course Development

Adjunct faculty shall be compensated for new course development provided:

- There is prior approval of the Vice President of Instruction or designee;
- The adjunct faculty member shall develop course materials required for ICCB approval; and
- The course development shall be described on the appropriate department form signed by the adjunct faculty member and the Vice President of Instruction or designee

The rate of compensation for new course development shall be five-hundred dollars (\$500) per credit hour.

Upon mutual agreement, the College will compensate an adjunct faculty member \$1,000 for conversion of a course to an online or hybrid format.

After compensation for the course development has been received, the course shell becomes the property of the College. The course shell includes all material except that which is the intellectual property of the adjunct faculty member in accordance with Section 3.4.

The adjunct faculty member who develops a new course will be assigned at least one section of the course when first offered, subject to the assignment provisions in Section 10.1.

Section 11.7: Departmental and Institutional Meetings

The College practices collegiality and recognizes the benefit adjunct instructors bring to the College. The College also recognizes that adjunct faculty input is a vital resource and that adjunct faculty legitimately have an interest in matters affecting the College, especially those touching the area of instruction. As such, one adjunct representative will be included on the College's standing committees (e.g. Academic Standards, Curriculum, Student Success, and Assessment).

An adjunct faculty member may attend departmental and institutional meetings, professional development activities and other committee meetings. The College shall notify adjunct faculty about committee meeting schedules.

When attendance at such meetings is required by the Dean or their designee, the adjunct faculty member will be compensated at the rate of twenty-five dollars (\$25) for each clock hour of attendance.

An adjunct faculty member may attend departmental and institutional meetings, professional development activities and other committee meetings, as appropriate. When attendance at such meetings is required by the Dean or their designee, the adjunct faculty member will be compensated at the rate of twenty-five dollars (\$25) for each clock hour of attendance.

An adjunct faculty member (maximum of 2 per academic year) may serve on the wellness committee and be compensated at the rate of twenty-five dollars (\$25) for each clock hour of attendance at wellness committee meetings.

Section 11.8: Longevity

Adjunct faculty members will be eligible for a one-time, non-cumulative, non-SURS eligible, longevity payment of \$500 upon completion of forty (40) total semesters of service in the bargaining unit and after completion of each additional ten (10) semesters of service in the bargaining unit after the forty (40) semesters of service. The faculty member will receive the \$500 longevity payment on the next pay date following the final pay date of the semester in which the faculty member is eligible for longevity pay. The longevity payment will not be added to the adjunct faculty member's base hourly contract rate for subsequent semesters.

Determining Years of Service for Longevity:

- a) Two semesters of teaching during any Fall or Spring semester for adjunct faculty shall constitute one year of service; (Summer semesters do not count towards years of service).
- b) Only those years of service in the bargaining unit will be counted in determining eligibility for longevity payments.

Section 11.9: Assessment and Program Review Assignment(s)

An adjunct faculty member assigned by the Dean, or their designee, to do additional assessment and program review work, will be compensated at the rate of twenty-five dollars (\$25) for each clock hour of pre-approved work.

Section 11.10: Pay Periods

Adjunct Faculty members will be paid on the fifteenth (15th) and the last working day of each calendar month, except in the month of December, during which salaries shall be paid on the fifteenth (15th) and the last day of the semester. If such regular pay day falls on a paid holiday or weekend, the paycheck shall be issued on the preceding workday. The first paycheck for the Fall semester courses beginning no later than September 4th will be on September 15th. The first paycheck for Spring semester courses beginning no later than January 20th will be on January 31st.

Section 11.11: Tuition Waiver

Any adjunct faculty member is eligible for the tuition waiver benefit if they have taught at least three semesters at the College and are scheduled to teach a minimum of three credit hours per semester. Tuition waiver limits are identified below based on Faculty Rank. The tuition waiver is also available for an adjunct faculty member's spouse and dependent children under age twenty-five (25).

Guidelines/Limitations:

- 100% tuition reduction: does not include course fees.
- Tuition waivers are available for classes that are approved for State credit hour funding; non-credit classes are not eligible for tuition waiver.
- Tuition Waiver Limits
 - Adjunct Instructor and Adjunct Assistant Professor faculty rank teaching a minimum of three credit hours per semester - No more than three (3) credit hours per semester are available for tuition waiver.
 - Adjunct Associate Professor and Adjunct Professor faculty rank teaching a minimum of three credit hours per semester – No more than six (6) credit hours per semester are available for tuition waiver.
- Waivers are available only when the adjunct faculty member is teaching for the College.
- If an adjunct faculty member teaches in the Fall semester, this tuition waiver may be used for a course in either the Fall semester, the Spring semester, or one of the Summer sessions of the academic year in which the Fall semester occurs. If an adjunct faculty member teaches in the Spring semester, this tuition waiver may be used for a course in either the Spring semester or one of the Summer sessions of the academic year in which the Spring semester occurs. If an adjunct faculty member teaches in a Summer session, this tuition waiver may be used for a course in one of the Summer sessions of the academic year in which the Summer session occurs.
- Tuition waivers not used in the academic year cannot be carried over to future academic years.
- If the adjunct teaching assignment is cancelled no earlier than two weeks prior to the start of the semester, the adjunct faculty member may use tuition waiver for that semester only.

Section 11.12: Reimbursement for Eligible Supplies

Adjunct faculty, teaching fully online, are eligible to receive reimbursement of up to a total of \$50.00 per academic year (FA, SP, and SU) for approved supplies, with appropriate receipts.

Section 11.13: Life Insurance Reimbursement

Adjunct faculty completing at least one teaching assignment during the academic year, who are covered by the KCAEA collective bargaining agreement, and choosing to purchase life insurance are eligible for reimbursement by the College up to sixty dollars (\$60.00) per academic year. Employees must submit annually the appropriate documentation and receipts to receive the reimbursement. Completed documentation is due to Human Resources no later than September 1, 2019 and September 1st of each subsequent year and reimbursement will be on the first pay period in October of that year.

Section 11.14: Professional Development

Professional development activities on topics directly related to the adjunct's teaching assignment may be eligible for reimbursement. Professional development activities must be specific to the adjunct employee's assignment at the college.

Pre-approval must be requested prior to incurring any expenses. Reimbursement of expenses incurred between the initial request to the Dean and receipt of final approval will be at the discretion of the Dean or their designee.

Each adjunct faculty member is limited to a maximum four-hundred dollars (\$400) reimbursement amount. Reimbursement shall be subject to Board policy and where applicable shall have pre-approval by the Dean (or their designee). The annual maximum professional development reimbursement budget for all adjunct faculty will not exceed thirty-six hundred (\$3,600) dollars.

Section 11.15: Domestic Partners

The College recognizes the importance of providing key benefits for those persons in committed relationships outside of marriage. Accordingly, any adjunct faculty member who meets the requirements stipulated in the College's Domestic Partnership Eligibility Criteria and Guidelines may file an Affidavit of Domestic Partnership with the Vice President of Finance and Administration or their designee. If the affidavit verifies that the adjunct faculty member satisfies the eligibility criteria for domestic partner, the adjunct faculty member is

entitled to receive all the rights and benefits afforded to adjunct faculty members' spouses by this Agreement. In addition, dependent children of qualified adjunct faculty domestic partners qualify as dependents of the adjunct faculty member for the purposes of this Agreement. The adjunct faculty member must complete and submit a domestic partner tax dependent verification form to qualify the dependent children for any applicable benefits under this Agreement.

Article XII – Vacancies

Section 12.1: Posting of Faculty Vacancies

An announcement of full-time faculty vacancies will be listed on the HR section of the College Portal and accessible to adjunct faculty.

Section 12.2: Temporary Full-Time Appointment

Fully qualified adjuncts may apply for any temporary full-time faculty appointment for one academic semester if the College decides to approve a temporary full-time faculty appointment. The College will consider for temporary full-time appointment adjunct faculty members who are fully qualified based upon their academic credentials, training, administrative classroom evaluations, student feedback, recent teaching and other work experience, currency in discipline and discipline-related technology, instructional and classroom management techniques, fulfillment of the minimum qualifications listed in the Kishwaukee College Credentials Document, and a record of successful performance at the College. The College shall post the temporary full-time faculty position for seven (7) calendar days internally. The College shall not concurrently post the position externally during the seven (7) calendar days unless exigent circumstances arise. The decision whether to assign a temporary full-time appointment to an adjunct faculty member shall be within the sole discretion of the Division Dean and the College. Adjunct faculty assigned a temporary full-time appointment have no right to additional temporary full-time appointments or continued employment after completion of their assigned temporary full-time appointment(s).

Article XIII – No Strike/No Lockout

Section 13.1: Strikes Prohibited

During the term of this Agreement, neither the KCAEA nor its officers or agents nor any of the adjunct faculty members covered by this Agreement will authorize, institute, engage, sponsor or participate in any strike, sympathy strike, picketing, concerted refusal to work, concerted refusal to follow reasonable work instructions, or any other concerted interruption of the operations of the College. Any or all adjunct faculty members who violate this provision may be terminated or otherwise disciplined by the Board as the Board in its discretion deems appropriate.

Section 13.2: KCAEA Responsibility

In the event of any violations of any provisions of this Article by KCAEA, its members, or representatives, KCAEA shall, upon notice from the Board, immediately direct such employees both orally and in writing to resume normal operations immediately and make every other reasonable effort to end any violations.

Section 13.3: No Lockout

The Board agrees that during the term of this Agreement it will not lock out any bargaining unit employee, provided such employee is not engaging in activities prohibited by other sections of this Article.

Article XIV - Terms and Conditions

Section 14.1: Duration of Agreement

This Agreement shall be effective as of the 1st day of August, 2025 and shall remain in full force and effect until the last day of the 2029 summer term.

IN WITNESS WHEREOF, this Agreement is hereby authorized by signatures of the parties' authorized representatives as set forth below.

BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 523 (KISHWAUKEE COLLEGE)

KISHWAUKEE COLLEGE ADJUNCT EDUCATION ASSOCIATION, IFT/AFT, LOCAL 6559

By: Robert Johnson
Board Chair

By: Erin Schuchman
KCAEA President

Attest: Kathy Cook
Board Secretary

Dated: 6-10-2025

Dated: 6-18-2025

APPENDIX A – Adjunct Faculty Maximum Load Chart

Course Length in Weeks		Load Hours											
		1	2	3	4	5	6	7	8	9	10	11	12
16	Clock Hours	2.25	4.50	6.75	9.00	11.25	13.50	15.75	18.00	20.25	22.50	24.75	27.00
15	Clock Hours	2.40	4.80	7.20	9.60	12.00	14.40	16.80	19.20	21.60	24.00	26.40	28.80
14	Clock Hours	2.57	5.14	7.71	10.29	12.86	15.43	18.00	20.57	23.14	25.71	28.29	30.86
13	Clock Hours	2.77	5.54	8.31	11.08	13.85	16.62	19.38	22.15	24.92	27.69	30.46	33.23
12	Clock Hours	3.00	6.00	9.00	12.00	15.00	18.00	21.00	24.00	27.00	30.00	33.00	36.00
11	Clock Hours	3.27	6.55	9.82	13.09	16.36	19.64	22.91	26.18	29.45	32.73	36.00	39.27
10	Clock Hours	3.60	7.20	10.80	14.40	18.00	21.60	25.20	28.80	32.40	36.00	39.60	43.20
9	Clock Hours	4.00	8.00	12.00	16.00	20.00	24.00	28.00	32.00	36.00	40.00	44.00	48.00
8	Clock Hours	4.50	9.00	13.50	18.00	22.50	27.00	31.50	36.00	40.50	45.00	49.50	54.00
7	Clock Hours	5.14	10.29	15.43	20.57	25.71	30.86	36.00	41.14	46.29	51.43	56.57	61.71
6	Clock Hours	6.00	12.00	18.00	24.00	30.00	36.00	42.00	48.00	54.00	60.00	66.00	72.00
5	Clock Hours	7.20	14.40	21.60	28.80	36.00	43.20	50.40	57.60	64.80	72.00	79.20	86.40
4	Clock Hours	9.00	18.00	27.00	36.00	45.00	54.00	63.00	72.00	81.00	90.00	99.00	108.00
3	Clock Hours	12.00	24.00	36.00	48.00	60.00	72.00	84.00	96.00	108.00	120.00	132.00	144.00
2	Clock Hours	18.00	36.00	54.00	72.00	90.00	108.00	126.00	144.00	162.00	180.00	198.00	216.00
1	Clock Hours	36.00	72.00	108.00	144.00	180.00	216.00	252.00	288.00	324.00	360.00	396.00	432.00