



A G R E E M E N T

between

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

and

**KISHWAUKEE COLLEGE EDUCATION
ASSOCIATION – AFT-IFT LOCAL 4459**

2022-2026

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AGREEMENT

This AGREEMENT is entered into this 9th day of August, 2022, by and between the BOARD OF TRUSTEES OF KISHWAUKEE COLLEGE, COMMUNITY COLLEGE DISTRICT NO. 523 (hereinafter referred to as the “Board”) and the KISHWAUKEE COLLEGE EDUCATION ASSOCIATION (hereinafter referred to as the “Association”), and only applies to said parties.

WITNESSETH

WHEREAS, the Board has recognized the Association as the exclusive bargaining representative for employees included in the bargaining unit set forth in Section 2.1 of this Agreement;

WHEREAS, the Board and the Association have endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting relations between the Board and the employees included in the bargaining unit insofar as such practices and procedures are appropriate to the obligations of the Board to retain the right effectively to operate Kishwaukee College in a responsible and efficient manner and are consonant with the paramount interests of the public and the students of Kishwaukee College;

WHEREAS, it is the intention of the parties to this Agreement to provide, where not otherwise mandated by law, for the salaries, fringe benefits and terms and conditions of employment of the employees covered by this Agreement, to prevent interruptions of work and interference with the efficient operation of Kishwaukee College, and to provide an orderly and prompt method of handling and processing grievances without any interruption or interference with the operation of the College;

NOW, THEREFORE, the parties agree with each other as follows:

ARTICLE I DEFINITIONS

This Agreement shall incorporate the definitions enumerated below:

- Association – The term “Association” refers to the Kishwaukee College Education Association and its members and authorized representatives.
- Board – The terms “Board” or “Board of Trustees” shall mean the Board of Trustees of Public Community College District No. 523, operating as Kishwaukee College, as established pursuant to 110 ILCS 805, and its members and authorized management representatives.
- College – The term “College” shall mean Kishwaukee College.
- Business Day – is a day on which the College’s administrative offices are open which excludes Saturday and Sunday.
- Calendar Days – are actual dates on the calendar, including weekends, holidays, dates offices are closed, etc.
- Working Days – are defined as contractual days that faculty are scheduled to work per this Agreement and the KC academic calendar.
- Full-Time Faculty – Unless otherwise expressly provided, the terms “faculty,” “faculty member” or “full-time faculty member” shall mean those employees specifically included in the bargaining unit as set forth in Section 2.1 of this Agreement.
- Temporary Full-Time Faculty – Those employees hired by the College to serve as non-tenure-track full-time faculty members for a period of at least one semester and no more than two academic years.

ARTICLE II RECOGNITION AND REPRESENTATION

Section 2.1 Recognition

The Board recognizes the Kishwaukee College Education Association, IFT/AFT, Local 4459, as the sole and exclusive bargaining representative for the following full-time positions: the faculty members, the Counselors, the Instructional Librarians, the Instructional Designers, the Coordinator of Tutoring Services, and Academic Advisors. Employees excluded from the unit are all others, including but not limited, to temporary full-time faculty, all administrative, professional, confidential, managerial, supervisory, part-time and short-term employees of the College, and temporary employees for whom compensation in whole or in part is derived from special purpose state or federal grants.

Section 2.2 Meeting with Other Faculty Organizations

This Agreement shall not be construed to prevent the Board or any administrator from meeting with any employee or employee organization representing full-time faculty members for the purpose of hearing the views and proposals of such employee or such employee organization, provided that as to those matters covered by this Agreement no change or modification shall be made except after negotiations with the Association.

ARTICLE III STATUS OF THE AGREEMENT

Section 3.1 Ratification and Amendment

This Agreement shall become effective when ratified by the Board and Association and signed by authorized representatives thereof and may be amended or modified during its term only with mutual written consent of both parties.

Section 3.2 Precedence of Agreement

If there is any conflict between the written terms of this Agreement and the terms of any individual contract of employment or any written Board policies, rules and regulations which may be in effect from time to time, the written terms of this Agreement, for its duration, shall be controlling.

Section 3.3 External Law

If there is any conflict between the provisions of this Agreement and any legal obligations or affirmative action requirements imposed on the Board by federal or state law, such legal obligations or affirmative action requirements thus imposed shall be controlling.

ARTICLE IV BOARD RIGHTS

It is understood and agreed that the Board possesses the sole right and authority to operate and direct the 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 District and its properties and facilities and the activities of its employees as related to the conduct of District 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 current Board policy or as the same may from time to time be amended, 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, and 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 (so as to avoid any unreasonable burden upon a student), 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 hereof are in conformance with the Constitution and laws of the State of Illinois and the Constitution and laws of the United States.

ARTICLE V GENERAL PROVISIONS

Section 5.1 Dues Check-off

The College shall provide for the payroll deduction of union dues of each bargaining unit member who submits a lawfully written authorization form as provided below. The Board agrees to deduct from the pay of a bargaining unit member covered by this Agreement their regular monthly Association dues within thirty (30) calendar days of receipt by Executive Director of Human Resources or their designee of a lawfully written authorization form. The College will remit the union dues payment to the Association within ten (10) calendar days of the deduction. Such authorization may be revoked in writing by the Association member at any time.

If a bargaining unit member has no earnings due for a given pay period, the Association shall be responsible for collecting such member's dues for that period. The Association will notify the College's Executive Director of Human Resources or their designee of the exact amount of the regular monthly membership dues to be deducted by the College. The amount of said deduction shall not be subject to change for the duration of the academic year. The authorization shall be deemed automatically revoked with the issuance of any Association member's last paycheck. Dues revocations are processed by the Association. In the event that a bargaining unit member revokes their dues in accordance with the terms in which they authorized the dues deductions, the Association will provide written notice to the College prior to the next payroll immediately following the member's revocation.

The Association agrees to indemnify and hold the 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 Board and for all legal costs that may arise out of, or by reason of, any action taken or not taken by the Board 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 bargaining unit member involved.

Section 5.2 Information to Association

Upon reasonable written request and as long as legally required (115 ILCS 5/3), the Board shall use its best efforts to provide to the Union a complete list of the following information for all employees in the bargaining unit, which relates directly to the Association's function as the exclusive bargaining representative for the faculty members covered by this Agreement and which is not otherwise exempt from disclosure under the Illinois Freedom of Information Act, the Illinois Personnel Records Review Act or other applicable state or federal law, rule or regulation. This information will be provided within 10 calendar days from the beginning of every school term and every 30 calendar days thereafter in the school term, and additionally for newly hired bargaining unit employees, within 10 calendar days from date of hire: name, address, job title, date of hire, worksite location, work telephone number, work email address, personal home or cellular phone number on file with the College, and personal email address on file with the College. This list will be provided in Excel or other agreeable electronic file format and sent to the IFT/AFT Union Office.

Section 5.3 Mailboxes

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

Section 5.4 Bulletin Boards

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

Section 5.5 Communications Committee Meetings

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. Communication meetings may occur 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 committee meeting. Notes of the meetings shall be kept by the College President or their designee and forwarded to the Board and the Association President as soon as practicable.

Section 5.6 Gender

Unless the context in which they are used clearly requires otherwise, the pronouns

they/them/their(s) are used in this Agreement to include all gender identities (including but not limited to male, female, trans, and/or non-binary).

Section 5.7 Professional Development

The Board recognizes the importance of faculty engaging in professional development activities to stay current in their respective field of teaching. Faculty wishing to participate in professional development activities must secure prior written approval to attend a conference or workshop and receive reimbursement and/or release time from teaching. Faculty interested in presenting at out of state conferences and seeking reimbursement or release time must have their presentation submission pre-approved in writing by their respective Dean and the Vice President of Instruction. Conferences and workshops in the State of Illinois or within driving distance of the College (300 mile radius) require written approval by the respective Dean and Vice President of Instruction. All out of state travel must be approved according to Board of Trustees Policy 2.13.28. Any decision to approve or deny travel authorization shall be at the discretion of the Board or the Board's designee.

Section 5.8 Tuition Waiver

Tuition (but not fees of any kind) may be waived for full-time faculty, their spouses, and their dependent children under 25 years of age. For purposes of this Section, the Board may request documentation of the dependency. Tuition waivers provided under this Section shall only apply to those courses offered by the Board which are approved for State credit hour funding, and do not apply to classes offered through continuing education or noncredit training.

Section 5.9 Intellectual Property

Intellectual property rights pertain to materials that can be trademarked, copyrighted, patented, as well as those created for instructional (e.g. class notes, tests, data sets, LMS content, etc.), artistic, or scholarly pursuits.

Co-Ownership: If a faculty member chooses to receive compensation in the form of a stipend for the development of a course at Kishwaukee College, the faculty member and the College shall enter into a co-ownership agreement (See section 7.17 for compensation). Co-ownership of a course includes the syllabus, course shell, units, lesson plans, activities, formative and summative assessments, and instructional materials used to deliver the course during the first year it is taught. If the faculty member at any time is no longer employed by the College, the faculty member has the right to transfer the course to use in its entirety elsewhere, but the College also retains the right to redistribute the course to another faculty member for future offerings of the course at the College.

College Ownership: Intellectual materials created by a faculty member using substantial College resources shall be the property of the College. Substantial College resources are direct costs to the College that include the provision of any benefit over and above what is customarily provided for the faculty member's usual appointment or assignment, such as stipends, release time, sabbaticals, additional clerical or technical support.

Permissible Uses: The College may not sell, lease, assign or transfer interest in these instructional materials without permission of the faculty member, nor will the College knowingly allow other faculty to plagiarize or appropriate such materials. The College shall be provided access and use of materials developed as part of the faculty member's work which supports the College's relationship with governmental agencies and accrediting bodies. These materials

include, but are not limited to any reports, forms or other documents prepared for curriculum approval, program evaluation, accreditation, grant applications, grant soliciting, departmental syllabi, and course reference files. In addition, an owner of a work can grant permission to the College at their discretion or upon request.

Section 5.10 Domestic Partners

The College recognizes the importance of providing key benefits for those persons in committed relationships outside of marriage. Accordingly, any full-time 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 Executive Director Human Resources or their designee. If the affidavit verifies that the full-time faculty member satisfies the eligibility criteria for domestic partner, the faculty member is entitled to receive all the rights and benefits afforded to full-time faculty members' spouses by this Agreement. In addition, dependent children of qualified faculty domestic partners qualify as dependents of the faculty member for the purposes of this Agreement. The 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.

Section 5.11 Tax-Deferred Retirement Savings Programs- 403(b) and 457(b)

The Board will approve 403(b) and 457(b) tax-deferred retirement savings programs with acceptable companies and may retain third party administrators specializing in the servicing of employee benefit plans, as needed. Faculty members interested in this benefit should contact Human Resources for additional information.

ARTICLE VI CONDITIONS OF EMPLOYMENT

Section 6.1 Academic Freedom

Within the scope of their duties and responsibilities, the Board and the Association recognize their responsibility to protect and encourage the search for knowledge and its dissemination. To this end, the Board recognizes the right of a faculty member to pursue research and to publish the results of such research, provided that these activities do not interfere with the execution of their regular duties as stipulated by this Agreement. Furthermore, the Board recognizes the right of a faculty member to incorporate the study and discussion of topics relevant to their discipline as a part of classroom instruction. Likewise, faculty members recognize the importance of maintaining the highest standards of academic rigor in their respective disciplines. Furthermore, faculty members should endeavor to foster an environment in which there is a free exchange of ideas and in which the opinions of all are respected. A faculty member who supports a particular position on any issue should neither assert nor imply that Kishwaukee College endorses their opinion.

Section 6.2 Tenure

Full-time faculty members shall be eligible for tenure in accordance with 110 ILCS 805/3B-2, Ch. 122, par. 103B-2 (Illinois Community College Tenure Act). Neither this Section nor any matter relating to tenure shall be subject to the grievance and arbitration procedure set forth in this Agreement.

Section 6.3 Days of Instruction and Final Exams

The academic calendar shall consist of at least two academic terms consisting of 75 days of

instruction each. The days of instruction shall include all days when there is a full schedule of classes and support services, but will exclude holidays, Saturdays, Sundays, and days scheduled exclusively for registration, orientation, college-wide placement or assessment testing, faculty workshops, and final examinations. [ICCB Administrative Rules September 2016, Section 1501.303(e) (1), (2), (4)]. A final examination week occurs after the completion of the academic term. Final exam delivery is optional (refer to Section 6.4, Office Hours).

Section 6.4 Office Hours

Each faculty member shall maintain ten (10) office hours each week. Five (5) of these office hours shall be scheduled office hours so that the instructor can be available to students. The additional five (5) floating office hours shall be used for College-related activities such as, but not limited to: meeting with students, College meetings, taskforces, and professional development.

- Office hours shall be scheduled at times and places to provide convenience for students who wish to confer with a faculty member and to accommodate faculty attendance at regularly scheduled division, department, and full faculty meetings.
- An office hour is a 50-minute academic hour and will be rounded up to the nearest hour for sick leave only.
- Office hours scheduled in less than 25- minute increments will require prior approval by the appropriate Dean and/or Vice President.
- Three (3) of the five (5) scheduled office hours must be held on campus over a minimum of two (2) working days.
- A maximum of two (2) of the five (5) scheduled office hours may be held electronically in a real time synchronous format.

- Each faculty member's office hour schedule shall be posted on or near their office door and submitted for approval to the Office of Instruction.
- Subject to approval, faculty who have an off-campus assignment for an entire work day may schedule their office hour(s) on that day at that location.

Final Exam Week Office Hours

Final exams during the traditionally designated finals week of the semester are optional. However, faculty will continue to have a requirement of at least two (2) real time synchronous office hours and availability for timely communication with students through the final grade deadline.

The faculty member must have a current phone number on file in the Office of Instruction so that they may be reached by the College if necessary.

Office Hours Make-Up Time

The College and the KCEA agree that if an absence affects a faculty member's office hour(s), the faculty member shall have the option of rescheduling the affected office hours instead of using leave.

- If the faculty member chooses to reschedule, they shall request permission of the Dean, or their designee, specifying which office hours will be missed and when they can be made up.
- The make-up time shall be within the same week or the following student attendance week as the missed office hour(s).
- The faculty member shall inform students about the absence and make-up schedule in as timely a manner as practical.
- Notification may be made through in-class announcements, LMS, College email, and/or signs on or by the faculty member's office door.

Section 6.5 Notice of Resignation

A faculty member contemplating resignation should discuss the matter at the earliest possible time with their immediate supervisor who is not a member of the bargaining unit. The resignation of a faculty member shall be submitted in writing to the College President.

Section 6.6 Outside Employment

The parties agree that the full-time faculty positions held by the employees covered by this Agreement are their primary employment positions, and that any outside employment is a faculty member's secondary employment position. If there is a conflict between an individual's primary employment position and their secondary employment position, the conflict shall be resolved in favor of the primary employment position.

Within thirty (30) calendar days of the date this Agreement is executed, all faculty members shall notify the appropriate Vice President or Dean of their outside employment. Upon their date of hire, all new employees shall complete the **Outside Employment Form** found on the College's Intranet. Thereafter, faculty members shall update such notices of outside employment at least once every three (3) years or within one (1) month of any significant change in the nature of such employment. All notices under this Section shall be in writing and signed by the individual faculty member.

This Section does not apply to outside employment held during the summer months outside of the regular academic year.

Section 6.7 Suspensions

A faculty member may be suspended by the Board without pay for cause. In the case of tenured

faculty, except for serious offenses which warrant immediate suspension or dismissal, the Board agrees to the concept of progressive discipline. Dismissals, however, shall be governed exclusively by Section 11.4, and shall not be subject to the contractual grievance procedure.

The Board may place a faculty member on a paid administrative leave at any time pending an investigation, or when circumstances so warrant.

As soon as practicable, the Board will issue a faculty member a written notice of the reason(s) for an unpaid suspension under this Section. The Board will normally send the Association President a copy of a written notice of an unpaid suspension within five (5) working days after it is issued to a faculty member under this Section, but the reasons for the suspension shall be redacted from the Association's copy of the suspension notice.

Section 6.8 Right of Representation

When informed of a pending investigatory interview that may reasonably be expected to result in disciplinary action against them, a faculty member may request that an Association representative be present at said interview.

ARTICLE VII
COMPENSATION AND WORK LOAD

Section 7.1 New Faculty Starting Salary

Effective July 1, 2022, the base salaries of starting faculty shall be as follows:

	9-Month	12-Month
Associate Degree or Less:	\$48,696	\$49,726
Bachelor's Degree:	\$50,860	\$51,890
Master's Degree:	\$51,943	\$52,973
Doctoral Degree:	\$54,107	\$55,137

Effective July 1, 2023, the base salaries of starting faculty shall be as follows:

	9-Month	12-Month
Associate Degree or Less:	\$50,174	\$51,222
Bachelor's Degree:	\$52,375	\$53,423
Master's Degree:	\$53,477	\$54,525
Doctoral Degree:	\$55,679	\$56,727

Effective July 1, 2024, the base salaries of starting faculty shall be as follows:

	9-Month	12-Month
Associate Degree or Less:	\$51,476	\$52,540
Bachelor's Degree:	\$53,711	\$54,775
Master's Degree:	\$54,829	\$55,893
Doctoral Degree:	\$57,064	\$58,128

Effective July 1, 2025, the base salaries of starting faculty shall be as follows:

	9-Month	12-Month
Associate Degree or Less:	\$52,506	\$53,591
Bachelor's Degree:	\$54,785	\$55,870
Master's Degree:	\$55,926	\$57,011
Doctoral Degree:	\$58,205	\$59,290

If a search to fill a position fails based on the base salary offer, the KCEA shall be notified and the College may pursue candidates at a starting salary that is no greater than \$5,000 above the applicable base salary limits, listed above.

Section 7.2 Salary

Effective with the start of the 2022-2023 academic year, the base salaries of those faculty members who have been employed by the Board in their current position in a full-time capacity since the 2021-2022 academic year shall be increased by **6.00** percent.

In addition, full-time faculty members employed during the 2021-2022 academic year will receive a one-time, non-precedential inflation bonus payment of \$1,250.00, payable on the September 15, 2022, payroll. The one-time, non-precedential inflation bonus payment shall not be added to employees' base annual wages and is not directly related to specific work performed, and therefore SURS will not be withheld. This payment is subject to the same taxes applied to regular pay.

Effective with the start of the 2023-2024 academic year, the base salaries of those faculty members who have been employed by the Board in their current position in a full-time capacity since the 2022-2023 academic year shall be increased by **3.50** percent, and an additional \$1,250 shall be added to each faculty member's salary after application of that percentage increase.

In the event a faculty member chooses to submit an irrevocable notice of retirement by July 31, 2023, that faculty member's salary shall increase by six percent (6%) of their base in the preceding academic year, rather than the increase outlined above. This salary increase is in addition to any incentive or reimbursement described in Addendum A.

Effective with the start of the 2024-2025 academic year, the base salaries of those faculty members who have been employed by the Board in their current position in a full-time capacity since the 2023-2024 academic year shall be increased by **3.00** percent, and an additional \$1,100 shall be added to each faculty member's salary after application of that percentage increase.

In the event a faculty member chooses to submit an irrevocable notice of retirement by July 31, 2024, that faculty member's salary shall increase by six percent (6%) of their base in the preceding academic year, rather than the increase outlined above. This salary increase is in addition to any incentive or reimbursement described in Addendum A.

Effective with the start of the 2025-2026 academic year, the base salaries of those faculty members who have been employed by the Board in their current position in a full-time capacity since the 2024-2025 academic year shall be increased by **4.00** percent.

In the event a faculty member chooses to submit an irrevocable notice of retirement by July 31, 2025, that faculty member's salary shall increase by six percent (6%) of their base in the preceding academic year, rather than the increase outlined above. This salary increase is in addition to any incentive or reimbursement described in Addendum A.

Except as otherwise provided in this Section, the base salaries of persons who are employed by the Board or become members of the bargaining unit after the date this Agreement becomes effective shall, in all instances, be determined exclusively by the Board or the Board's designee. When requested by an applicant for a bargaining unit position, the Board will provide the applicant with available, public information reflecting the existing salaries of bargaining unit faculty.

Section 7.3 Educational Attainment Increases

The Board of Trustees recognizes the importance of life-long learning for College employees and, thus, provides support and recognition of faculty who work to enhance their academic credentials and knowledge. After a full-time faculty member has attained tenure, the faculty member will be eligible to receive additional base salary increases based upon their successful completion of graduate semester hours or credit units earned subsequent to the faculty member's official starting date. A non-tenured faculty member may earn a base salary increase based upon additional degrees, graduate semester courses, or credit units as specified in the chart below. Any base salary increases earned will be payable in the faculty member's first academic year after receipt of tenure. In the first tenure year, the faculty member will receive the base salary increase specified in the

chart below for the degree, semester hours, or credit units previously earned. Any base salary increase shall not be paid retroactively (i.e., if the faculty member earns 15 graduate semester hours in their first employment year, the faculty member's base salary will be increased by \$2,244 in their fourth year of employment, provided the faculty member receives tenure their third year). However, to be eligible for such an increase, the program, course or credit unit must be approved in advance by the Board or the Board's designee. All credits will automatically be considered as being approved credits if the credits are required as part of the degree requirements for a pre-approved program, excluding dissertation research hours. Application for pre-approval of the program, course or credit unit shall be made in a manner specified by the Board or the Board's designee. However, the application process shall provide that following any disapproval of an application by a dean or equivalent, the faculty member may seek a timely review of that decision by the College President. It is agreed that the decision of the College President shall be final and binding upon the parties.

Under this Agreement, salary increases resulting from the successful completion of approved semester hours or credit units shall be in the amounts specified below, and shall only occur at the beginning of a new academic year.

Successful completion is defined as earning a C or better in undergraduate courses, a B or better in graduate courses, or earning a certificate of participation in professional training for credit units.

Educational Level

Associate Degree plus 15 undergraduate credit hours or 15 equivalent credit units	\$2,244
Associate Degree plus 30 undergraduate credit hours or 30 equivalent credit units	\$2,244
Associate Degree plus 45 undergraduate credit hours or 45 equivalent credit units	\$2,244
Bachelor's degree	\$2,244
Bachelor's degree plus 15 graduate semester hours or 75 credit units	\$2,244
Master's degree or 90 credit units	\$2,244
Master's degree plus 12 graduate semester hours or 102 credit units	\$2,244
Master's degree plus 24 graduate semester hours or 114 credit units	\$2,244
Master's degree plus 36 graduate semester hours or 126 credit units	\$2,244
Master's degree plus 48 graduate semester hours or 138 credit units	\$2,244
Master's degree plus 60 graduate semester hours or 150 credit units	\$2,244
Doctoral degree	\$3,366
First twelve (12) hours beyond the Doctoral degree	\$2,244

No faculty member may move more than one educational level per academic year provided, however, that non-tenured faculty who accrue sufficient educational credits to qualify for two educational level increases will be entitled to advance two levels upon receipt of tenure. After

tenure, faculty can only advance one educational level per academic year. In addition, all requests for an increase under this section must be received in writing by the appropriate Vice President or their designee on or before August 25 of the school year for which the increase is being requested. Faculty members shall be reimbursed for tuition and fees for pre-approved course work or credit units taken outside Kishwaukee College in an amount not to exceed those identified below:

Tuition and Fees Reimbursement

	FY23	FY24	FY25	FY26
Tuition and Fees Reimbursement	\$2,200	\$2,200	\$2,200	\$2,200

To be eligible for tuition and fee reimbursement under this Section, the pre-approved course work must be completed during the term of this Agreement. Credit units shall be defined as follows:

1. One-half (1/2) credit unit for each approved semester hour of undergraduate course work
2. One (1) credit unit for each approved semester hour of graduate course work
3. Up to three (3) credit units for each month of approved full-time employment related to the faculty member’s teaching field. This experience can only be obtained during an approved leave of absence or during a period when a faculty member is not employed full time by the Board.
4. Credit for a “not for credit” training institute or workshop related to an occupational faculty’s work assignment, which has been pre-approved by the Board, shall be at the rate of 0.30 credit hours for every eight (8) clock hours of the pre-approved workshop

or training institute. Workshops or institutes less than four hours in length generally will not be considered for credit unit calculation.

In all instances, the number of credit units which may be earned and the method of accumulation shall be determined by the Board, in the exercise of its discretion.

Section 7.4 Summer Term

Unless otherwise mutually agreed between the Board and an individual faculty member, the rate of compensation for each credit/contact hour taught during the summer term shall be One Thousand Dollars (\$1,000.00). However, the performance of any duties and responsibilities required under a supplemental contract shall not entitle any person to additional compensation under this Section.

Section 7.5 Long-Term Substitution

If during the semester a faculty member is needed to take over a course by becoming the new instructor of record, for a period of two weeks or more, compensation will be calculated on a pro-rated basis using the overload pay rate of \$800 per credit/contact hour for each calendar week the instructor teaches the course. Partial weeks will be rounded up to the nearest full week. For example, a faculty member becoming the instructor of record of a 3 contact hour course during weeks 9 through 14 of a 16-week course, will be paid \$900 ($\$2,400 / 16 \text{ weeks} \times 6 \text{ weeks}$). If the long-term substitute gives a final exam during finals week, compensation will be a flat rate of \$50. Long-term substitution arrangements will be agreed upon between the long-term substitute and Dean or designee.

Section 7.6 Roles and Responsibilities of Faculty

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

KCEA member roles and responsibilities include effective classroom teaching, academic advising and counseling of students, participation in committee work, continuous development of the curriculum through assessment, scholarly activity, and service such as assisting in recruitment of students and initiatives designed to help students succeed academically.

Faculty are encouraged to participate in commencement, in College-sponsored co-and extracurricular activities, and community service. Faculty are encouraged to share their expertise through participation in provided shared governance opportunities.

Shared governance is designed to promote open communication for discussion of College issues and development of recommendations to the College Administration. The shared governance structure exists to maximize communication across campus and advance the mission, vision, and goals of the College.

Faculty members are provided with opportunities for shared governance by participating in KCEA Communications meetings, full-faculty, division, and department meetings, and the following committees: Assessment, Curriculum, Academic Standards, Calendar, Insurance, Emergency Response Preparedness, other approved committees, and ad-hoc committees as appropriate. Additionally, faculty can provide feedback on faculty-specific professional development sessions at Fall in-service and Spring Professional Development Day. Faculty will have the opportunity to provide feedback on departmental goals and departmental budgets. Faculty members engaging in shared governance opportunities have a responsibility to maintain sustained communication and participation.

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

- Provide instruction in the field of study, incorporating current and relevant technology as appropriate.
- Stay current in assigned discipline and teaching methodology.
- Supervise and evaluate student internships, clinicals, field experiences, and work experiences as appropriate.
- Evaluate student work constructively and provide timely feedback.
- Provide access to students through posted office hours, electronic communications, and other methods and respond to inquiries in a timely manner.
- 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.
- Create, evaluate, and revise curriculum to address classroom, departmental, and program curriculum/degree needs.
- Engage in course, program, and institutional level assessment efforts as needed, including collecting, reporting, and analyzing outcomes data.
- Provide a copy of course syllabi, office hour schedules (regular and 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 through the Office of Instruction.
- Activate courses, regardless of course modality, in College learning management system (LMS).

- Attend regularly scheduled meetings. It is expected that faculty will attend regularly scheduled meetings (e.g., division, full-faculty, and/or department or cross-divisional). The College shall not charge faculty sick or personal time for missing regularly scheduled meetings.
- Attend Fall in-service and Spring Professional Development Days, unless prior approval is received for an alternative professional development activity by the appropriate Vice President or designee. All other absences on these days will be charged sick or personal time as appropriate.
- Manage student issues and incidents in a manner consistent with the Student Code of Conduct.
- Participate in efforts to gain, evaluate, and maintain accreditation.
- Adhere to all policies and procedures of the College.

Section 7.7 Faculty Rank Appointments

All appointments of rank shall be made in the name of the Board by the approval of the Board upon recommendation of the President or the President’s designee, after recommendation from a faculty-led committee. Faculty shall be classified as Instructor, Assistant Professor, Associate Professor, or Professor according to the criteria below.

1. **Instructor.** Probationary (non-tenured) faculty members shall be given the rank of “Instructor” upon hire, with these appointments subject to renewal on a year-to-year basis for a total period of three (3) years, not to exceed four (4) years.
2. **Assistant Professor.** Instructors shall be given the rank of “Assistant Professor”

upon achieving tenure assignment, in accordance with Section 6.2.

3. **Associate Professor.** Faculty members shall advance to the rank of “Associate Professor” after consistently meeting in a timely manner the roles and responsibilities outlined in section 7.6 and providing documentation of twenty (20) hours of professional development in the Teaching and Learning Center and achieving two (2) of the accomplishments below. After achieving Assistant Professor status, a minimum of three (3) years is required to achieve Associate Professor status.
4. **Professor.** After Associate Professor status is earned, a minimum of five (5) additional years is required to achieve the rank of “Professor,” with documentation of twenty (20) additional hours of professional development in the Teaching and Learning Center and achieving five (5) new accomplishments from the list below that occur after the date that advancement to Associate Professor is approved by the Board. An accomplishment completed during the previous advancement period may not be used again to count toward Professor status.

Items considered for rank achievement must have been accomplished after August 2017, when rank advancement was first included in the CBA.

Accomplishments to count toward faculty rank advancement:

- Documented leadership position as an officer in a professional organization or association relevant to the discipline or community college practice.
- Completion/presentation of an administratively approved project indicating growth in the practice of the scholarship of teaching and learning.

- Serve as an advisor for a chartered Kishwaukee College student club or organization for at least one year.
- Work with Student Services, the Tutoring Center, or another department of the College on developing and implementing an administratively approved student success project.
- Complete a higher degree or graduate certificate from a regionally accredited college or university which is beyond the degree upon hire by the College.
- Documented leadership as Chair of a Standing Committee of the College for at least one year.
- Provide three (3) years of service on a Standing Committee of the College that meets at least once per semester, documented through meeting minutes.
- Publish in a peer-reviewed or practitioner journal relevant to the discipline or community college practice, providing the actual article with Kishwaukee College credentials listed.
- Serve on a discipline-related federal, state, or local agency, committee, or task force for at least one year.
- Write and submit a successful administratively approved external grant proposal for project aligned to the strategic goals of the College.
- Participate in Commencement as a speaker or name reader.
- Lead a College or discipline-related workshop or academic presentation on or off campus.
- Propose and teach an Honors course, offered for more than one (1) semester.
- Author a textbook, laboratory manual, novel or other published course or discipline-related materials.

- The faculty-led committee will consider an additional artifact not represented above that goes beyond regular faculty roles and responsibilities on a case-by-case basis.

Beginning with the 2022-2023 contract year, faculty members will be eligible for a one-time, non-cumulative rank advancement payment of \$500 upon achievement of the rank of Associate Professor and/or Professor. The faculty member will receive the \$500 rank advancement payment on the final May payday of the fiscal year in which the faculty member is eligible for rank advancement pay. The rank advancement payment will not be added to the faculty member's base annual salary for subsequent contract years and is non-SURS eligible.

Faculty members who achieved rank advancement of Associate Professor and/or Professor between 2017-2022 will be eligible for the above rank advancement payment upon completion of twenty (20) hours of professional development, per rank, in the Teaching and Learning Center.

Faculty who were "fast-tracked" during the 2017-2022 contract, from Assistant Professor to Professor, are eligible to receive \$500 with the first 20 hours of professional development in the Teaching and Learning Center and an additional \$500 after completion of 20 additional hours of professional development in the Teaching and Learning Center.

Section 7.8 Faculty Work Load

Teaching load shall be 15 credit/contact hours per semester for each of the Fall and Spring semesters. No more than 18 credit/contact hours will be assigned in any one semester unless the individual faculty member so consents. It is the expectation that faculty will be assigned a minimum of a 15 credit/contact hour schedule each semester and faculty are expected to teach at least 15 credit/contact hours each semester.

Overload

If a teaching assignment by the Board causes an overload in either of the two categories listed below, then overload compensation will be the largest of the two computations set forth below:

- 1. Credit/Contact Hours:** In the event that more than 15 credit/contact hours are assigned by the Board, then the first hour of overload assigned for the academic year shall be compensated at the rate of 1/30 of the base nine-month contractual salary, per hour. However, any additional overload shall be compensated at the rate of \$800 per credit/contact hour. Overloads of up to three (3) credit/contact hours per academic year may be assigned to individual faculty members. Acceptance of additional overload shall be at the option of an individual faculty member. Compensation for overload assignments shall be at the rate specified in this Agreement, unless otherwise mutually agreed between an individual faculty member and the Board. Compensation for overload will be paid on the last pay period of the academic semester in which it is accrued.

In the event there is a concern about a faculty member making load in the spring semester and the faculty member has overload in the fall semester, then, upon joint agreement between a faculty member and their dean, overload hours can be flexed from the fall to the spring if on December 1, a spring class required for a faculty member to make load has low enrollment. The faculty member may flex up to a maximum of four (4) credit/contact hours from fall overload to the spring semester to cover the load concern. Under this agreement, should the spring class of concern run, fall overload shall be paid out on the last pay period of the spring semester.

2. Preparations: Within the framework of program requirements and the number of staff members available to teach in a discipline, an effort will be made to minimize the number of preparations. Teaching assignments involving six or more preparations per semester shall entitle a faculty member to additional compensation at the rate of \$400 for each preparation in excess of five. One preparation shall be defined as forty-eight (48) approved student contact hours for non-credit classes. This provision shall not operate to entitle any faculty member to additional compensation if one of the additional preparations is in adult basic education, adult secondary education, English as a second language, orientation, or in physical education activities courses. In addition, two classes, at least one of which contains less than the minimum student enrollment determined by the Board, and each of which would require similar instructional needs, meeting at the same time in the same facility and taught by the same instructor, shall only be considered one preparation.

To the extent it is necessary for individual faculty members to work during those periods of the academic year when classes are not in session, e.g., winter break, spring break, post spring commencement, or prior to fall semester, in order to meet their teaching load, the performance of teaching or coaching duties during said period shall not entitle the individual faculty member to any additional compensation.

English Instructors:

Faculty members teaching English shall be assigned a maximum of 200 students per year in ENG 089, ENG 099, ENG 103, ENG 104, ENG 109, and/or ENG 299 provided these courses comprise the entire teaching load of an individual faculty member. A faculty member who is assigned a combination of the aforementioned composition and literature courses shall be assigned a

maximum of 160 composition students per year. Students assigned in excess of the maximum shall entitle the individual faculty member to an additional compensation at the rate of \$35 per student per year. This per student monetary stipend does not apply when the faculty member exceeds the maximum student load as a result of a voluntary overload.

Individualized Instruction:

Faculty members engaged in teaching independent study and/or individualized instruction, will be reimbursed at the flat hourly rate of \$50.00 per credit/contact 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, nor shall such time be considered when determining whether a faculty member has met faculty work load requirements. Acceptance of individualized instruction shall be at the option of an individual faculty member.

Internship Supervision

One hour of load (credit/contact hour) shall be earned by a faculty member supervising credit-bearing internship courses for every 12 student credit hours generated as a result of such supervision, unless otherwise mutually agreed between the Board or their designee and an individual faculty member.

Section 7.9 Work Load for Other Employees

Notwithstanding any other provision of this Agreement, the Counselors, Instructional Librarians, Instructional Designers, Coordinator of Tutoring Services, and Academic Advisors shall work 40 hours per week, on a 9-month or on a 12-month basis as follows: 40 hours per week during the academic year and 36 hours per week during the summer work schedule. The summer work

schedule begins the Monday following Spring commencement for a duration of twelve (12) weeks. Employees' workday will not exceed nine (9) hours per day Monday through Thursday, on a 9 or 12 month basis, pursuant to a schedule determined by the Board or the Board's designee. During the summer work schedule, employees will be paid at their forty (40) hour, normal work week rate. The regular working day of such personnel shall include a 1/2 hour lunch period. In addition, the counselors' regular teaching load shall not exceed four (4) CSD course credit hours per academic year and no more than one academic preparation per semester. In the event that an overload is assigned, payment will be made in accordance with section 7.8. Further, the aforementioned bargaining unit members who were employed by the College in these positions as of September 30, 2003, shall not be assigned a 12-month schedule without their consent. In addition to the benefits guaranteed by this Agreement, all 12-month bargaining unit members will receive 21 vacation days and the paid holidays as identified by the Board in the approved College calendar. All 12-month bargaining unit members will be eligible for unused accrued vacation roll-over consistent with Board Policy 2.04.02.

Teaching faculty may be offered non-teaching workload and have the option of accepting the dual assignment. The hours of the non-teaching workload will be determined by the IRS standard conversion rate of 2.25 hours for each credit hour of instruction per week.

Section 7.10 Supplemental Contracts

Supplemental contracts may be entered into with individual faculty members at the discretion of the Board. Compensation under such supplemental contracts shall be computed as follows: The salary base specified in the existing individual employment contract between the Board and an individual faculty member, divided by 168, which amount shall be multiplied by the number of

working days specified in the supplemental contract assignment. The Board shall endeavor to pay supplemental contract compensation at the end of the month the services are performed.

Section 7.11 Pay Periods

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 work day.)

Effective with the start of the 2022-2023 academic year, all faculty shall receive their paychecks on a twelve (12) month basis (24 pay periods). The only exception will be any faculty who elected in the 2021-2022 academic year to receive their pay over ten (10) months will be able to extend the ten (10) month option until such time as they voluntarily elect to change to a twelve (12) month pay schedule in which case the ten (10) month option expires.

Section 7.12 Release Time

The Board or the Board's designee may release an individual faculty member from a portion of their normal work load in order to enable the faculty member to assume oversight of college-related programs, activities, or projects outside the existing teaching workload or to perform other such duties as the Board or the Board's designee may direct, subject to the consent of the individual faculty member. Teaching an assigned overload does not prohibit a faculty member receiving release time for a portion of their normal workload to assume oversight of duties outside the role and responsibility of a faculty member.

The Board's designee will determine the scope and duties of the release time assignment. Release

time shall be computed using IRS 26 CFR Section 4980H Hours of Service as one (1) credit hour for each 2.25 hours of required service (representing a combination of teaching or classroom time and time performing related tasks such as class preparation and grading of examinations or papers) per week per academic term.

Release Time for KCEA Contract Negotiations

During the Spring 2026 semester, the KCEA negotiating team shall receive a total of seven (7) release credit/contact hours for negotiating purposes to be split amongst team members as determined by the KCEA for the purpose of starting negotiations during the first week of the semester.

Section 7.13 Coordinator Agreements

The Board or the Board's designee may enter into a letter of agreement with an individual faculty member to serve in a coordinator position in addition to, or as part of, a faculty member's normal workload. The compensation, duties, length of assignment, qualifications, and reporting structure for the coordinator position shall be specified in a coordinator job description and a letter of agreement prior to initiation of the coordinator duties as the Board or the Board's designee may direct, subject to the consent of the individual faculty member. Release time shall be computed using IRS 26 CFR Section 4980H Hours of Service as one (1) credit hour for each 2.25 hours of required service (representing a combination of teaching or classroom time and time performing related tasks such as class preparation and grading of examinations or papers) per week per academic term. A document of all such positions stating the duties and compensation of the position will be provided to the KCEA by October 1 of each academic year.

Section 7.14 Sick Leave Reimbursement

Upon retirement or voluntary resignation, absent recommended discharge for cause, a faculty member shall be eligible for compensation at the rate of \$40 per day for any accumulated, unused sick leave days not submitted to SURS for retirement service credit, up to a maximum of one hundred eighty (180) days. This post-retirement compensation payment shall be submitted to the faculty member within one (1) month of their retirement or voluntary resignation from the College.

Section 7.15 Safety and 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. The College will make every effort to offer these trainings during Fall In-Service and Spring Professional Development Day. Faculty may utilize office hours to complete these trainings/initiatives not completed during Fall-In-Service and Spring Professional Development Day.

Section 7.16 Commencement

Faculty members participating in Commencement, in full regalia, will be compensated \$50 per ceremony.

Section 7.17 Co-Ownership / Course Conversion

Upon mutual agreement, the College will compensate a faculty member \$1,000 for conversion of a course to an online or hybrid format. Through this agreement, the faculty member and the College will both have co-ownership of the course. Co-ownership is defined in section 5.10.

Section 7.18 Longevity

Faculty members will be eligible for a one-time, non-cumulative longevity payment of \$500 upon completion of twenty (20) total years of full-time service in the bargaining unit and after completion of each additional five (5) years of College service after the 20th year of service. The faculty member will receive the \$500 longevity payment on the final June payday of the fiscal year in which the faculty member is eligible for longevity pay. The longevity payment will not be added to the faculty member's base annual salary for subsequent contract years.

Determining Years of Service for Longevity:

- a) One contract year (Fall and Spring semester, i.e., August through May) for faculty on a 9-month contract shall constitute one year of service; (Summer semesters do not count towards years of service for 9-month faculty members).
- b) One contract year equals 12 months for those faculty on a 12-month contract; for 12-month faculty, years of service will be based on their anniversary date of becoming a member of the unit; For those faculty on a 12-month contract who reach a longevity payment on the final June payday; (e.g., 12-month faculty member A is hired on July 1, 2000 and reaches the 20-year service milestone on June 30, 2020 will receive longevity payment on last payday of June 2020; 12-month faculty member B who is hired July 2,

2000 and reaches the 20-year service milestone on July 1, 2020 will receive the longevity payment on the last day of June 2021).

- c) Only those years of service in the bargaining unit will be counted in determining eligibility for longevity payments.

A 9-month faculty member who commences work in the bargaining unit during a contract year (e.g., a 9-month faculty member who begins their service in the bargaining unit in January at the beginning of the Spring semester) will be credited proportionally with a partial year of service (e.g., one-half year in the previous example). Faculty on a 9-month contract who begin their work in the bargaining unit during the summer will not accrue any service time for the period prior to the Fall and Spring semesters.

ARTICLE VIII LEAVES

Section 8.1 Sick Leave

Sick leave shall be interpreted to mean personal illness, temporary disability due to pregnancy and/or childbirth, adoption, quarantine at home, or serious illness or death of the immediate family or household. Immediate members of the family shall be interpreted to mean the employee's spouse, [domestic partner], child, parent, grandchild, grandparent, sibling, or corresponding in-law or step relation.

The annual sick leave shall be fifteen (15) days per regular academic year, which shall only be credited at the beginning of a regular academic year, provided a faculty member has not already reached the maximum sick leave accumulation permitted under this Section.

Sick leave for KCEA bargaining unit employees shall be taken in a minimum of one (1) hour blocks and deducted by minutes of missed time, rounding up to the next hour, to a maximum of eight (8) hours per day. (Example: Unit employee missed two (2) fifty (50) minute classes (1.67 hours) and will be charged two (2) hours of sick time). For sick leave absences extending over fewer than seven (7) calendar days, a unit employee may be charged for sick days only when they would normally be working. In the event of an absence extending over a period of seven (7) or more calendar days, a person will be charged full days (8 hours) for sick days beginning with the first day of absence and concluding with the faculty member's return to work. Faculty will not be charged for more than five (5) sick days per week.

Example 1: Unit employee misses all contractual obligations Tuesday (week 1) thru Wednesday (week 2) and returns to work on the next immediate Thursday (week 2), unit employee will be deducted sick time in full day increments (8 hours), from Tuesday (week 1) thru Wednesday (week 2).

Example 2: Unit employee misses all contractual obligations Tuesday (week 1) thru Monday (week 2) and returns to work on the next immediate Tuesday (week 2), unit employee will only be required to use sick time for missed contractual obligations.

Up to two (2) days of accumulated sick leave may be used during the summer term by non-twelve (12) month faculty teaching summer classes. These two sick days shall not be applied to supplemental days. Faculty who have completed less than fifteen (15) years of continuous full-time service at Kishwaukee College may accumulate unused sick leave up to a maximum of 220 days. Faculty who have completed fifteen (15) or more years of continuous full-time service at Kishwaukee College may accumulate unused sick leave up to a maximum of 365 days. Sick leave will continue to accrue while on FMLA and sabbatical leaves.

The Board reserves the right to require a certification from a physician or other licensed health care professional for the use of sick leave. The Board reserves the right to require periodic physical examinations during the period of an employee's absence due to sickness or disability. Examinations administered by a physician at the Board's request shall be at the Board's expense.

A committee consisting of members of KCEA and Administration (with at least one member of the KCEA team and one member of Administration having served on their respective 2022 negotiating teams) will convene in the 2022/2023 academic year to review options for a possible sick leave bank.

Section 8.2 Bereavement Leave

Faculty members may request up to three (3) days off without loss of pay to make arrangement for or to attend the funeral of a member of the faculty member's immediate family (as defined in Section 8.1). Notification of bereavement leave shall be submitted to a faculty member's immediate supervisor upon the death of the employee's immediate family member. For purposes

of bereavement leave under this Section only, a faculty member's uncle and aunt shall also be considered immediate family.

Section 8.3 Personal Leave

Three (3) days of a faculty member's fifteen (15) sick leave days provided for in the immediately preceding section may be used as personal leave days. A faculty member may use personal leave days for personal business without being required to specify a reason to the Board or its designee, providing the faculty member provides prior written notification to the appropriate immediate non-bargaining unit supervisor for such leave. Personal leave days shall be non-cumulative. It is further agreed that no personal leave day(s) shall be taken on a workday immediately before or after a vacation day or a College holiday, unless otherwise agreed by the Board or its designee. Personal leave days are not intended by the parties to be used as vacation days.

Section 8.4 Jury Duty

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 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.

Section 8.5 Leave Without Pay

The Board may at its sole discretion grant a faculty member, upon request, a leave of absence without pay and under such conditions as the Board may specify.

A request for a leave of absence without pay by a faculty member shall be initiated by submitting

a written request for the leave to the College President or their designee. The request should include a summary of the reasons why the faculty member seeks the leave. If requested, the faculty member shall further provide a summary of their objectives in seeking the leave and those accomplishments they expect to achieve if the leave is approved by the Board.

During an approved leave of absence without pay, the Board will provide the faculty member with the opportunity, if any, to make payments into the State Universities Retirement System. However, under no circumstances shall the Board be obligated to retain funds or make any contribution to the State Universities Retirement System on behalf of a faculty member during such a leave. In addition, a faculty member on such a leave shall be responsible for payment of the entire cost of any insurance coverage. Specifically, the Board shall have no obligation to make any payment whatsoever on behalf of such a faculty member for insurance coverage during such a leave of absence.

Section 8.6 Family and Medical Leave Act of 1993

The parties agree that the College may adopt policies to implement the Family and Medical Leave Act of 1993 (“FMLA”) that are in accord with what is legally permissible under the FMLA. A twelve (12) month period for purposes of the FMLA shall be defined as the twelve (12) month period measured forward from the first day the employee uses FMLA leave. FMLA guidelines can be found on: www.dol.gov/whd/fmla. The College will provide additional information on the Family and Medical Leave Act in Board Policy 2.13.19.03, in a Faculty Leave Guidebook to be created in FY23, and with one-on-one individual meetings with Human Resources as requested.

ARTICLE IX SABBATICAL LEAVE

Section 9.1 Purpose

The purpose of sabbatical leave is to provide faculty with the opportunity to develop professional skills, take on intellectual pursuits, or engage in creative activity or useful service which will ultimately benefit the students, the College, and the College district. To fulfill this goal, a sabbatical leave may be granted at the sole discretion of the Board.

Section 9.2 Eligibility

Full-time tenured faculty members who have completed a minimum of seven (7) years of full-time continuous service to the College may apply for such a leave. Sabbaticals may be one (1) year or one (1) semester in duration.

Section 9.3 Application Procedure for Sabbatical Leave

1. A written request shall be submitted to the appropriate Vice President no later than December 1 of the year preceding the academic year for which the leave is requested. The request will be submitted using the sabbatical application form. Additionally, all applications must include a letter of comment from the appropriate immediate, non-bargaining unit supervisor indicating the estimated impact of the faculty member's proposed sabbatical leave of absence upon the Division.
2. The request(s) shall be reviewed by the Sabbatical Committee. In addition to the Vice President of Instruction, who shall act as chair of the committee, the committee shall be comprised of no more than three persons designated by the Association President and three persons designated by such Vice President.

3. The committee shall forward its recommendations to the President by February 15.
All recommendations of the committee shall be advisory only and non-binding upon the Board.
4. The President shall forward their recommendations to the Board of Trustees for consideration at a subsequent Board meeting.
5. If a request is denied, the President shall, upon request, inform the individual faculty member of the reasons for the denial. Any decision by the Board of Trustees to approve or deny a sabbatical leave request shall be at the discretion of the Board and shall be final and binding upon the parties.

A minimum of two (2) sabbatical leaves may be granted in any one academic year.

A faculty member on a sabbatical leave shall be paid 50% of their salary during the period of the leave. The President, with the approval of the Board of Trustees, may grant other leaves of absence with full pay, reduced salary or without salary for the purpose of professional development or acceptance of professional assignments of limited duration with other colleges, governmental agencies, or with foreign nations to a fulltime faculty member. Such leaves shall be for appropriate purposes consistent with the needs and interests of the college and are governed by Board Policy 2.13.19.09 Other Leaves.

Section 9.4 Return

Unless otherwise agreed between the Board and the individual recipient of the leave, a recipient of a sabbatical leave must return to the College for two (2) consecutive years of full-time employment immediately following the sabbatical leave. An individual choosing to leave the

College prior to that time must repay the College the salary granted during the leave period according to the following scale:

1. Does not return: reimburse 100% of the sabbatical salary;
2. Returns for one (1) year: reimburse 50% of the sabbatical salary;

Upon return from a sabbatical leave, the recipient agrees to speak about the experience and accomplishments with the Board of Trustees and College community at a mutually agreed upon date and time.

ARTICLE X INSURANCE

Section 10.1 Life Insurance Coverage

Subject to the other sections of this Article, full-time faculty members shall be eligible for life insurance in the amount of one-and-a-half times their annual base salary. To avoid employee IRS taxation, members may elect a reduced coverage rate within IRS limits (current maximum non-taxable coverage rate of \$50,000). This change must occur during open enrollment with an effective date of January 1, 2023.

Section 10.2 Group Medical and Dental Insurance Payment / Coverage

Full-time faculty members shall be eligible for group medical and dental insurance, and major medical insurance, together with available coverage offered for dependents. The Board will pay the following percentage of the premium cost of a faculty member's selected insurance coverage under the College's group medical insurance plan:

Single:	90%
Single Plus One:	80%
Family:	75%

For insurance plan years 2023, 2024, 2025 and 2026, employees who elect a qualifying High Deductible Health Plan (HDHP) and are qualified to enroll in a Health Savings Account (HSA), the College will make HSA contributions each plan year of election in the amount of:

Single:	\$2,000
Single Plus One:	\$3,000
Family:	\$3,500

The annual Health Savings Account (HSA) contribution will be made to the qualified employee's HSA in January of the plan year. Qualified employees enrolled in the HSA are also eligible to contribute to the HSA through payroll deduction, subject to IRS contribution limits.

Section 10.3 Right to Change Insurance Carriers

The Board retains the right to select and change insurance carriers for employee insurance or otherwise provide for coverage as long as the level of benefits remains approximately the same or better than those which existed on the effective date of this Agreement.

Whenever possible, prior to changing insurance carriers or re-insurance carriers following notice of a premium increase in excess of 15%, the Association President shall be afforded fifteen (15) business days to advise the College President or their designee, in writing, of the Association's views with respect to the proposed change. The Association's views shall be advisory only and non-binding upon the Board.

Section 10.4 Terms of Insurance Policies to Govern

The extent of coverage under any insurance policies referred to in this Agreement shall be governed by the terms and conditions set forth in said policies. Any questions or disputes concerning said insurance policies or benefits thereunder shall be resolved in accordance with the terms and conditions set forth in said policies and shall not be subject to the grievance and arbitration procedure set forth in this Agreement. The failure of any insurance carrier(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the Board, nor shall such failure be considered a breach by the Board of any obligation undertaken under this or any other Agreement. However, nothing in this Agreement shall be construed to relieve any

insurance carrier(s) from any liability it may have to the Board, faculty member or beneficiary of any faculty member.

Section 10.5 Limited Reopener Provision

If a federal or state law or regulation is enacted or becomes effective during the duration of this Collective Bargaining Agreement which affects the cost or availability of any of the employee benefits offered under this Agreement, including any federal Health Care Reform Act provisions or conditions of the 6% annual earnings increase limitation in the Illinois Pension Code (40 ILCS 5/15-155) which impose any financial penalties, or additional costs on the College based upon its employee group health insurance plan coverage, the parties may agree to a limited contract reopener solely to address the impact of any such changes on the College's employee benefits costs or employer/employee financial penalties.

In addition, if the funding from the State of Illinois for the Base Operating Grant and Equalization Grant is cut by more than 25% when compared with Fiscal Year 2014 levels, the parties may agree to a limited contract reopener solely to address the impact of any such funding cuts on the College's fiscal condition.

The party seeking to reopen the contract pursuant to this provision shall submit a written request to the other party. Such written request shall include the relevant statute, regulation, or enacted legislation which triggers the right to reopen the contract under the terms of this limited reopener provision. If the other party declines the request to reopen the contract, it must submit a written response to the other party with the reason(s) within ten (10) business days. In the event that the contract is reopened, negotiations shall commence at a mutually agreed time, not to exceed thirty (30) calendar days from the date of the limited reopener request.

ARTICLE XI SENIORITY AND REDUCTION IN FORCE

Section 11.1 Definition of Seniority

The seniority of faculty members shall be based upon the most recent date of beginning continuous full-time employment by the Board. When an employee achieves the status of temporary full-time faculty member through Board appointment and subsequently is hired into the role of a probationary fulltime faculty member, the date of their temporary fulltime status shall constitute their seniority date. Conflicts of seniority among faculty members with the same seniority date shall be resolved on the basis of the earliest date the initial contract of full-time employment was approved by the Board of Trustees. If a tie still exists, conflicts of seniority among faculty members shall be resolved by drawing lots, witnessed by the Association President or the Association President's designee and the College President or the College President's designee. Seniority does not accumulate during a faculty member's non-FMLA related unpaid leave of absence or while a faculty member is laid off.

During the first full week of instructional days during the second semester of each academic year, the Board will post a list on the KCEA bulletin board, setting forth the most recent date of beginning continuous full-time employment for each faculty member then employed by the Board. A copy of the list shall also be provided to the President of the Association. The Board will not be responsible for any errors in this list unless such errors are brought to the attention of the Board in writing by the Association or a faculty member within twenty-one (21) calendar days after the list is posted on campus or provided to the Association President, whichever date occurs later.

Section 11.2 Seniority Upon Return to the Bargaining Unit

If a faculty member is appointed by the Board to a position outside the bargaining unit and is subsequently returned to a bargaining unit position by the Board, the faculty member shall be credited with the years of service outside of the bargaining unit (up to a maximum of two years), in addition to the seniority that was previously accumulated as a faculty member.

Section 11.3 Reduction in Force

The reduction in force of faculty members shall be in accordance with the provisions of 110 ILCS 805/3B-5. The provisions of this Section, and any such reduction in force, shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

The Association shall be afforded a reasonable opportunity to present its views, in writing, with respect to a reduction in force to the College President or their designee, who shall, in turn, submit such written statement to the Board at or prior to the date upon which the Board adopts a resolution which effects a reduction in force of faculty members. The Association views shall be advisory only, and non-binding upon the Board.

Section 11.4 Dismissal Procedure

The dismissal of a faculty member shall be in accordance with the applicable provisions of 110 ILCS 805/3B-3, 3B-4. The grievance and arbitration procedure set forth in this Agreement shall not be applicable to any such dismissals.

Section 11.5 Termination of Seniority

Seniority for all purposes shall be terminated if the faculty member:

1. Quits or resigns; or
2. Is terminated in accordance with the provisions of applicable law and/or this contract;
or
3. Retires or is retired; or
4. Is a tenured faculty member and:
 - a. Is laid off for a period of 24 months from the beginning of the school year for which the faculty member was honorably dismissed; or
 - b. Fails to respond to notification of recall within fourteen (14) calendar days of its receipt or within twenty (20) calendar days of its mailing, whichever is less, provided that a notice of recall is sent by certified or registered mail (return receipt requested) addressed to the most recent address provided by the faculty member. It shall be the responsibility of the faculty members laid off to advise Human Resources in writing of their latest address; or
5. Fails to return from an approved leave of absence at its expiration.

ARTICLE XII EVALUATION AND PERFORMANCE IMPROVEMENT PROCEDURE

Section 12.1 Purpose

The purpose is to improve the learning process, and provide opportunity for reflection, by providing faculty feedback of their strengths, weaknesses, progress, and overall status, and/or identifying areas and opportunity for performance improvement. Further, this information will be used for determining the desirability of tenure when an individual is eligible, and to provide information for use in making personnel decisions in accordance with 110 ILCS 805/3B.

Section 12.2 Frequency of Evaluations

This Section shall set forth the minimum number of times a faculty member will be evaluated. The Board reserves the right to conduct more frequent evaluations of faculty members.

1. Probationary Faculty Members. Probationary (non-tenured) faculty members shall be evaluated by an administrator at least twice during their first semester of employment. Thereafter, except during their third or fourth consecutive year of probation, probationary faculty shall be evaluated at least once by an administrator during each academic semester. During their third or fourth consecutive year of probation, probationary faculty shall be evaluated at least once during the academic year by an administrator. A recommendation from a committee of tenured faculty members may be included in the probationary faculty member evaluation process.

Student evaluations shall be administered by the Board in classes selected by the Board which are being taught by probationary faculty during each academic semester of the first two consecutive years a probationary faculty member is employed. During the

- third consecutive school year and, if applicable, the fourth consecutive school year during which a probationary faculty member is employed, student evaluations shall be administered by the Board at least once during an academic year.
2. **Tenured Faculty.** Tenured faculty members shall be evaluated by an administrator at least once every five (5) school years. In addition, the Board may administer student evaluations in courses selected by the Board which are being taught by the tenured faculty member at least once every three school years. During the post evaluation conference, suggestions for improvement in areas in which deficiencies are noted should be offered, unless the evaluator informs the faculty member of a decision to recommend dismissal.
 3. **Non-Teaching Faculty.** Non-teaching faculty, such as Counselors, Academic Advisors, Instructional Librarians, Instructional Designers, and the Coordinator of Tutoring Services, shall be evaluated on their non-teaching roles and responsibilities by an administrator or an administrator's designee annually. In addition, non-teaching faculty will be evaluated on their teaching responsibilities per the provisions of Section 12.2.2.

Section 12.3 Student Feedbacks

In a year when a faculty member's evaluation is scheduled, the administrator will not review student feedback results for that faculty member until after the classroom observation is completed. This shall not, however, be construed to limit the Board's right to take student feedback into account in connection with an evaluation, nor shall it limit any administrator's right to review the student feedbacks prior to the evaluation conference or to schedule an additional classroom observation as part of the evaluation following review of the student feedbacks.

Section 12.4 Evaluation Conferences

Following an observation of a faculty member, a conference shall occur between the person who conducted the observation and the individual faculty member within fifteen (15) working days of the date of the observation. During this conference, the person who conducted the observation shall provide the faculty member with a copy of the written evaluation. The faculty member may ask clarifying questions concerning particular areas in which deficiencies are noted. A faculty member shall be permitted to attach a written statement explaining the 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 12.5 Evaluations Generally

The Board shall have the sole right and discretion to establish or revise the criteria and standards to be used for the evaluation and assessment of all faculty members. When any standardized evaluation forms are finalized for use in the evaluation process by the Board, and as the same may be changed from time to time by the Board, they shall be made available to the faculty upon request.

While the parties agree that one purpose of this evaluation procedure is to provide the Board with information for use in making personnel decisions, nothing in this Article shall be construed to limit the Board's ability to make personnel decisions at any time. It is agreed that since evaluations of faculty are properly a function of the Board, the Board shall have the exclusive and final right to determine the substance and content of evaluations.

Section 12.6 Performance Improvement

From time to time, it may be necessary for the College to take action with respect to a faculty member who engages in performance incompatible with the roles and responsibilities of faculty members. The purpose of such actions is to promote an equitable and productive work environment for all members of the institution as well as comply with applicable laws, policies, and procedures. This is promoted by the integrity and commitment of faculty members mindful of their rights and responsibilities in their interactions. The purpose of this policy is to set forth rules and procedures for corrective actions regarding faculty performance.

For just cause, except for serious offenses which warrant immediate suspension or dismissal, the Board agrees to the concept of progressive discipline. Below are the steps in which performance issues shall be communicated. The initial action shall depend on the severity and/or repetitive nature of the offense and the College's findings regarding the employee's misconduct. Actions 1-4 are subject to the contractual grievance procedure and/or Board Policies.

1. Informal Discussion

Discussion between a supervisor and an employee regarding performance or compliance which could result in a performance improvement plan or written warning. The discussion will be documented in the supervisor's management file but will not be filed in Human Resources.

2. Performance Improvement Plan

A performance improvement plan will be developed collaboratively between an employee and supervisor. This plan shall include goals, milestones, and deadlines to be met by the employee. A written record of this performance improvement plan shall be

documented and placed in the employee's personnel file maintained by Human Resources. Upon successful completion of the performance improvement plan, the employee may request removal of documentation related to the performance improvement plan from the employee's personnel file after a minimum of one (1) year.

3. Written Warning

A written warning may be issued by a supervisor and/or designee to an employee regarding continued failure to comply with a policy, unacceptable conduct, or performance improvement. A record of each written warning shall be documented and placed in the employee's personnel file maintained by Human Resources.

4. Suspension

Suspensions shall be governed as outlined in Section 6.7.

5. Dismissal

Dismissals shall be governed exclusively by Section 11.4 and shall not be subject to the contractual grievance procedure.

ARTICLE XIII GRIEVANCE PROCEDURE

Section 13.1 Definition

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

Section 13.2 Association Grievances

If the Association alleges a violation, misinterpretation, or misapplication of a specific provision of this Agreement that relates directly to Association rights (e.g., dues check-off, mailboxes or information to Association), then the Association shall have the right to submit a grievance within the time limits specified in Section 13.7. In addition, the Association may file a timely grievance on behalf of a particular faculty member in a specific instance, provided the grievance is submitted within the time limits specified in Section 13.7.

Section 13.3 Resolution Without Association 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 the Association as long as the adjustment is not inconsistent with the terms of this Agreement, provided the Association has been given an opportunity to be present at such adjustment.

Section 13.4 Informal Resolution

The parties are required to first attempt to resolve through informal discussion any grievances as defined herein. Such informal discussions are not to be construed as a part of the grievance procedure. The informal discussion shall continue for up to ten (10) working days, unless mutually agreed upon in writing by both parties to extend this time frame.

Section 13.5 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 their designee within the time limits specified in Section 13.7 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 two (2) Association representatives if specifically requested by the grievant, the Dean or their designee, and other appropriate administrative personnel.
3. The Dean 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 two (2) Association representatives 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 two (2) Association representatives 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 the Association is not satisfied with the decision at the Third Step, the Association 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 and the AAA or FMCS shall serve as the administrator of the arbitration proceedings.

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 Association and Board representatives.
4. The arbitrator shall submit their recommendation in writing 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 Association; 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 13.6 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 Association, 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 of 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 Association, and the faculty member, and all parties will abide by it. Nothing in this Agreement, however, shall be construed to prohibit the Board or the Association from seeking administrative or judicial review of an arbitrator's decision.

Section 13.7 Time Limits

No grievance shall be entertained or processed unless a request for an informal resolution 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 the Association, through the use of reasonable diligence, could have first obtained knowledge of the first event giving rise to the grievance. If a request for an informal resolution is not presented within the time limits set forth above, the grievance 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.

ARTICLE XIV NON-INTERUPTION OF SERVICES AND WORK

Section 14.1 Strikes Prohibited

During the term of this Agreement, neither the Association nor its officers or agents nor any of the 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 faculty members who violate this provision may be terminated or otherwise disciplined by the Board as the Board in its discretion deems appropriate.

Section 14.2 Association Responsibility

In the event of any violations of any provisions of this Article by the Association, its members, or representatives, the Association 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 14.3 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.

Section 14.4 Judicial Restraint

Nothing contained herein shall preclude or in any way limit the Board from obtaining an injunction, damages and other judicial relief in the event of a violation of this Article.

ARTICLE XV ENTIRE AGREEMENT

This Agreement, upon ratification, supersedes all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term.

The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject 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 Association, 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, including the impact of the Board's exercise of its rights as set forth herein on salaries, fringe benefits or terms and conditions of employment.

ARTICLE XVI
SAVINGS

If any provision of this Agreement, or the application of such provision, is or shall at any time be contrary to or unauthorized by law, then such provision shall not be applicable or performed or enforced, except to the extent permitted or authorized by law; provided that in such event all other provisions of this Agreement shall continue in effect.

**ARTICLE XVII
TERM OF AGREEMENT**

This Agreement shall become effective on the first contractual day of the Fall semester of the 2022-2023 academic year and shall terminate the day immediately preceding the first contractual day of the Fall 2026-2027 academic year. It shall automatically be renewed from year to year unless either party shall notify the other in writing at least ninety (90) days prior to the first contractual day of the Fall semester in any succeeding year.

IN WITNESS WHEREOF, the parties hereunder have set their hands this 9th day of August, 2022.

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

**KISHWAUKEE COLLEGE
EDUCATION
ASSOCIATION, IFT/AFT,
LOCAL 4459**

By: Robert Johnson
Title: Board Chair
Dated: 8/9/2022

By: Matthew Weibel
Title: KCEA President
Dated: Aug 9, 2022

Signature: Matthew Weibel
Matthew Weibel (Aug 9, 2022 14:22 CDT)
Email: mweibel@kish.edu

ADDENDUM A

Kishwaukee College Supplemental Retirement Plan

A. Eligibility

This program shall be open to all full-time college employees who are eligible for a pension under SURS and who have been employed by the College on a full-time basis for at least ten years preceding the date on which their retirement shall commence and who are employed full-time during the two years immediately prior to their retirement. Full-time faculty employed on a temporary basis are not eligible. An unpaid leave of absence will not be considered as years of service for the purpose of determining eligibility for the supplemental retirement plan. Any individual who retired prior to the effective date of this plan shall not be included under its provisions. In the event of death of the retiree prior to the effective date of retirement, the College has no obligation to make any remuneration under this plan.

B. Reimbursement

Effective July 1, 2022, qualified faculty-retirees who meet the eligibility criteria set forth above and elect single health insurance coverage under the State retiree health insurance plan (“CIP”), or single coverage under any alternative health insurance plan other than the College plan, shall receive a Board reimbursement payment up to a maximum reimbursement equal to the then-current CIP rate per month for a period of **two (2) years** after the faculty-retiree’s retirement date. Health and dental insurance may be purchased by the retiree with the approval of CIP or the alternative health plan provider at the applicable employee contribution rate for dependent coverage for the retiree's spouse and/or dependent children under 22 years of age. At the end of the maximum 2-year period above, the retiree and eligible dependent(s) may continue to participate in either plan at the expense of the retiree.

The State's plan is administered by Central Management Services (CMS), and all provisions of this plan are available from CMS. With this option, the retiree pays the premium and the College reimburses the retiree. If a faculty member elects the CIP plan, and the CIP plan is discontinued or eliminated by the State of Illinois, the faculty member will continue to receive a Board reimbursement amount as set forth above, provided the faculty member selects alternative health insurance coverage other than the College's group health insurance plan.

C. Lump-Sum Incentive

Effective July 1, 2022, qualified faculty-retirees who meet the eligibility criteria set forth in Sections A and B above, may choose a lump sum payment of **\$10,800** in lieu of the monthly payments described in Section B above. To qualify for this one-time post-retirement payment, the faculty member must submit an irrevocable retirement letter to the College's Human Resources office by October 1, 2022 and must retire by June 30, 2023. With respect to any additional salary benefit for faculty members who submit a notice of retirement, see Section 7.2, Salary.

Effective July 1, 2023, qualified faculty-retirees who meet the eligibility criteria set forth in Sections A and B above, may choose a lump sum payment of **\$10,800** in lieu of the monthly payments described in Section B above. To qualify for this one-time post-retirement payment, the faculty member must submit an irrevocable retirement letter to the College's Human Resources office by July 31, 2023 and must retire by June 30, 2024. With respect to any additional salary benefit for faculty members who submit a notice of retirement, see Section 7.2, Salary.

Effective July 1, 2024, qualified faculty-retirees who meet the eligibility criteria set forth in Sections A and B above, may choose a lump sum payment of **\$10,800** in lieu of the monthly payments described in Section B above. To qualify for this one-time post-retirement payment, the

faculty member must submit an irrevocable retirement letter to the College's Human Resources office by July 31, 2024 and must retire by June 30, 2025. With respect to any additional salary benefit for faculty members who submit a notice of retirement, see Section 7.2, Salary.

Effective July 1, 2025, qualified faculty-retirees who meet the eligibility criteria set forth in Sections A and B above, may choose a lump sum payment of **\$10,800** in lieu of the monthly payments described in Section B above. To qualify for this one-time post-retirement payment, the faculty member must submit an irrevocable retirement letter to the College's Human Resources office by July 31, 2025 and must retire by June 30, 2026. With respect to any additional salary benefit for faculty members who submit a notice of retirement, see Section 7.2, Salary.

Tuition Waiver

Subject to eligibility as defined above, tuition will be waived for those individuals electing retirement and their spouses for courses taken at Kishwaukee College for life. Also, tuition will be waived for dependent children up to 25 years of age.







KCEA CBA - FINAL_8_9_22 for signature

Final Audit Report

2022-08-09

Created:	2022-08-09
By:	Cindy McCluskey (cmcluskey@kish.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAAz7YGVGBW3hOdc5Xwl8qd9O6_UyP1tB

"KCEA CBA - FINAL_8_9_22 for signature" History

-  Document created by Cindy McCluskey (cmcluskey@kish.edu)
2022-08-09 - 6:44:15 PM GMT- IP address: 207.63.16.46
-  Document emailed to mweibel@kish.edu for signature
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-  Email viewed by mweibel@kish.edu
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-  Signer mweibel@kish.edu entered name at signing as Matthew Weibel
2022-08-09 - 7:22:33 PM GMT- IP address: 71.201.74.237
-  Document e-signed by Matthew Weibel (mweibel@kish.edu)
Signature Date: 2022-08-09 - 7:22:34 PM GMT - Time Source: server- IP address: 71.201.74.237
-  Agreement completed.
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