BETWEEN

The Board of Trustees
Morton College
Community College District 527

and

The Morton College
Adjunct Faculty Association,
IEA - NEA

July 1, 2011 through June 30, 2014

Approved at the Regular Board Meeting of March 28, 2012
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Article One
Recognition and Definitions

1.1 Recognition
In order to promote orderly and constructive relationships between itself and its educational employees for the benefit of the institution that it governs, the Board of Trustees of Community College District No. 527 (henceforth referred to as "the Board") recognizes the Morton College Adjuncts Faculty Association, IEA-NEA (henceforth referred to as the "Union"), as the exclusive bargaining representative for all part-time adjunct faculty teaching college credit and non-credit classes (ABE, ESL and GED) ("Adjunct Faculty Member") for three (3) or more contact hours hired by Morton College ("College").

Specifically excluded from the bargaining unit are the College President, Vice- Presidents, Dean, and Full-Time Faculty as well as supervisors, managerial, and confidential employees as defined by the Illinois Education Labor Relations Act (IELRA).

1.2 Board of Trustees Legal Authority and Representatives
The Board and the Union recognize that the Board shall retain whatever rights and authority are necessary for it to effectively carry out its responsibilities granted to it by the Illinois Public Community College Act and other applicable laws, except as limited by the written provisions of this Agreement.

1.3 Determination of the Bargaining Unit
Each semester, the Board shall determine membership in the bargaining unit, based upon the criteria in Section 1.1 of this contract, and shall notify the Union of the unit determination by September 1st of the fall semester and February 1 of the Spring Semester. Bargaining unit lists shall be provided to the Union electronically and include the academic departments and home addresses of each employee.

Article Two
Union-Board Relations and Union Activities

2.1 Union Board Relations
The Board and the Union shall not interfere with, intimidate, restrain, coerce, or discriminate against the Adjuncts or District 527 or the Board because of membership or non-membership in the Union.
2.2 Fair Share

If an Adjunct Faculty Member covered by this Agreement does not join the Union, such Adjunct Faculty Member shall:

Thirty (30) calendar days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Union or pay a fair share fee to the Union equivalent to the amount of dues uniformly required of members of the Union, including local, state, and national dues.

In the event that the bargaining unit member does not pay his/her fair share fee directly to the Union by a certain date as established by the Union, the Employer shall deduct the fair share fee from the wages of the non-member. Such fee shall be paid to the Union by the Employer no later than fifteen (15) calendar days following deduction.

In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Union agrees to defend such action, at its own expense and through its own counsel, provided:

(a) The Employer gives immediate notice of such action in writing to the Union and permits the Union intervention as a party if it so desires, and

(b) The Employer gives full and complete cooperation to the Union and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and all appellate levels.

The Union shall indemnify, defend, and hold the Board harmless against any claim, demand, suit, cost, expenses, or any other form of liability, including reasonable attorney’s fees and costs arising from or incurred as a result of any act taken or not taken by the board, its members, officers, agents, employees, or representatives in complying with or carrying out the provisions of Section 2.2 in reliance on any notice, letter, or authorization forwarded to the Board by the Union pursuant to Section 2.2; and including any charge that the Board failed to discharge any duty owed to its employees arising out of any deduction.

It is expressly understood that this hold harmless provision will not apply to any claim, demand, suit, or other form of liability which may arise as a result of any type of willful misconduct by the Employer.

The obligation to pay a fair share fee will not apply to any Employee who, on the basis of a bona fide religious tenet or teaching of a church or religious body of which such Employee is a member or a belief sincerely held with the strength of traditional religious views, objects to the payment of a fair share fee to the Union. Upon proper substantiation and collection of the entire fee, the Union will make payment on behalf of the Employee to a mutually agreeable non-religious charitable organization as per
Union policy and the Rules and Regulations of the Illinois Educational Labor Relations Board.

2.3 Statistics and Records

The Board shall make available to the Union upon its request statistics and records which are public information and which are relevant to negotiations or necessary for the processing of a grievance or the enforcement of the terms of this agreement within a reasonable amount of time.

2.4 Union Release Time

Nine (9) hours of release time shall be allocated to the Union for distribution as it sees fit for use during the last six (6) months of the contract for negotiations.

Up to the total of nine (9) hours of release time shall be available collectively to the union officers during each semester (three (3) hours during the summer).

2.5 Facilities and Equipment

The Union may make use of College facilities and equipment to hold meetings and to conduct union business within the guidelines of established Board policy.

2.6 Union Bulletin Board

The Union shall be provided with bulletin board space to post notices and other materials related to Union activities in the Adjunct Faculty work area. The bulletin board space shall be labeled for Union use and only Union representatives shall have authority to post materials on the bulletin board, in accordance with College non-solicitation policies and procedures. All notices and materials must be signed or initialed by an authorized Union representative.

2.7 Union Use of Campus Mail Boxes and College Electronic Communications

Union representatives shall have the right to place appropriate Union material in Adjunct Faculty Member mail boxes and to use the College electronic communication system, subject to the Board policy on Information Technology Usage Policy and all other applicable Board and College policies. Any distribution must not be disruptive to College operations. All Union material placed in mail boxes must be Union related and materials must be identified as official Union materials and must not include any information relating to political candidates or campaigns or contain derogatory information.

2.8 Board Meeting Agenda Distribution

The Board shall furnish the Union President with a copy of the Board meeting agenda in advance of each regular or special Board meeting and notification in
advance of a special meeting of the Board.

2.9 Non-Discrimination

The Board and the Union agree that they shall continue their practice of not illegally discriminating on the basis of race, color, ethnicity, age, religion, national origin, ancestry, citizenship status, gender, marital status, parental status, military status, veterans status, physical or mental disability (actual or perceived and unrelated to ability to perform the job), or sexual orientation.

2.10 Deduction of Union Dues

The Board shall deduct Union dues from the pay of each Adjunct Faculty Member from whom it receives written authorization, such deduction to be effective no later than thirty (30) calendar days after its receipt and to continue pursuant to its terms until amended or revoked. A list of the employees for whom deductions have been made and accounting of amounts collected and of amounts due shall be forwarded to the treasurer of the Union no later than fifteen (15) calendar days after such deductions have been made. The Union agrees to refund to the Board any dues which may have been erroneously remitted to the Union.

2.11 Meeting with President or Designee

The President of the College and/or his/her designated representative shall meet with the President of the Union and/or his/her representatives, at the request of either party, to discuss matters relating to the implementation of this Agreement or other matters of mutual concern at a mutually agreeable time and place. Upon request, either party shall indicate in advance the item(s) which it desires to discuss.

2.12 Distribution of Contracts

The Board shall furnish one (1) hard copy of the contract to the Union President and one (1) electronic copy to every member of the bargaining unit. Additional electronic copies may be requested through the Human Resources office with ample notice. A copy of the contract will be posted on the College’s website.

2.13 No Strike

The Union agrees that during the life of this Agreement, it will not authorize, instigate, promote, sponsor, or condone any illegal strike, work stoppage, or other concerted refusal to perform work by any bargaining unit employees and the Board agrees it will not lock-out employees.

The Union recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every reasonable effort to induce bargaining unit members to do so. In the event any bargaining unit employee(s) engage in any of the activities herein prohibited, the Union agrees in good faith to take all necessary
steps to induce those employees to cease such action.

2.14 Adjunct Faculty Member Meeting Participation

At meetings hosted by the College specifically for Adjunct Faculty Members, the union shall have an information table and the right to address briefly those in attendance, provided the same does not interrupt operations of the College.

Article Three
Management Rights

The Board and administration hereby retain and reserve unto themselves all rights, powers, authority, duties, and responsibilities conferred upon or vested in them by law including, but not limited to, the right to:

1. determine the purpose, mission, object, policies, and reasonable work rules and regulations of the College;

2. determine the facilities, method, means, equipment, procedure, and personnel required to conduct the College programs;

3. administer the personnel system of the College including, but not limited to, the recruitment, selection, appointment, evaluation, training, retention, promotion, assignment, discipline, suspension, demotion, and discharge of employees;

4. direct, supervise, schedule, and assign the work force;

5. establish standards and criteria for performance including but not limited to program accreditation;

6. maintain the discipline and efficiency of the employees and the operation of the College;

7. establish, change, combine, or abolish programs;

8. establish educational policies, goals, and objectives based upon the College’s mission;

9. take action on any matter in the event of an emergency;

10. delegate authority through recognized administrative channels, recognizing that the Board normally exercises most of its powers, rights, authorities, duties, and responsibilities through the President and members of the administrative staff; and

11. carry out the mission of the College.
The parties agree that all customary and usual rights, powers, functions, and authority possessed by management are vested in the Board and administration and they shall continue to exclusively exercise such powers, duties, and responsibilities during the period of this Agreement except as limited by the specific and express terms of this Agreement.

Any change in the bargaining unit’s wages, hours, and other terms and conditions of employment which are considered mandatory subjects of bargaining must be negotiated with the Union.

**Article Four**

**Professional Responsibilities**

**4.1 Academic Year**

Adjunct Faculty Members are hired to teach the same number of days and exam days as the full-time faculty and as designated by the College based on the State of Illinois requirements. The Adjunct Faculty Members who teach the Adult Education courses shall teach eight (8) week sessions as assigned. In addition, each semester, the administration may require the Adjunct Faculty Members to attend up to sixteen (16) hours of training, which may include orientation, at the per hour rate of pay designated in Article Eleven, Section 11.2 of this agreement. The scheduling of this training shall be mutually agreed to by the Adjunct Faculty Member and the College.

**4.2 Teaching Responsibilities**

a. Adjunct Faculty Members shall utilize Departmental syllabus template (as provided by the College), approved textbooks, and supplemental materials. Changes to course curriculum may only be made by full-time faculty through the Curriculum Committee.

b. Adjunct Faculty Members shall submit personalized course syllabus to the Dean’s Office in electronic format one (1) week prior to the course start date.

c. Distribute and review comprehensive course syllabus to students no later than the first week of the course.

d. The appropriate Dean shall provide all Adjunct Faculty Members with current Course Data Forms. The Adjunct Faculty Members shall be required to follow these Course Data Forms.

e. Adhere to the printed course schedule meeting times and location; classes should not be released early or cancelled except in emergency situations where the Dean’s Office is notified.
f. Obtain approval for any substitute teachers or guest speakers from the Department Chair's or Dean's Office.

g. Maintain a grade book in electronic or hard copy, as designated by the College, for all courses. Individual assignment grades and final grades are to be recorded in the grade book.

h. Take student attendance each day and record it in the roster provided by the College.

i. Submit accurate and certified tenth (10th) Day Attendance Verification and Mid-Semester Class Roster or other report as mandated by the governing authority or as otherwise required by the College, including but not limited to the required paperwork/reports for court-mandated schooling, student counseling/referrals, student financial aid, and disability accommodations.

j. Final examinations shall be given at the time and on the date so indicated during the final examination week unless the Adjunct Faculty Member has received written permission from the Vice President of Academics (or his/her designee) to give the final exam at an alternative time. Such a request must be submitted to the Vice President of Academics (or his/her designee) at least two (2) weeks prior to the final examination week; a copy of the College's approval or denial shall be forwarded to the College's Adjunct Faculty Union president and/or Secretary.

k. For face to face classes, respond to emails from students, staff, and College Administrators in a timely manner while classes are in session. Save all email correspondence. For online classes, respond in the timeline set forth in the College’s policies and procedures regarding online classes.

l. Check assigned College mailbox regularly.

m. Communication with students
Notwithstanding anything contained herein, Adjunct Faculty Members shall use their College email or College designated system as their primary form of electronic communication for College related business. Adjunct Faculty Members shall not communicate with their students about College related business on their personal accounts on social networking sites including but not limited to Facebook and MySpace.

4.3 Maintain Qualifications

It is the professional responsibility of each Adjunct Faculty Member to maintain all applicable certificates and/or licenses necessary to qualify the Adjunct Faculty Member to teach in his/her discipline.
4.4 Accreditation Activities

It is the professional responsibility of each Adjunct Faculty Member to contribute to and cooperate with the committees formed to insure the continued Accreditation of the College.

4.5 Consultation Hours

Adjunct Faculty Members shall provide consultation for each course taught. Consultation may be in person, on-line, or via telephone. All Adjunct Faculty Members shall advise their students in writing, which may be included on the course syllabus, of their consultation hours during the first week of each semester and record the same with the Dean.

4.6 Grades

The Academic Calendar shall provide for at least one (1) full weekday (Monday through Friday) or one full weekend (Saturday and Sunday) following the last day of the final examinations before grades are due from the faculty.

Except in documented emergencies, reasonably acceptable to the College President or designee, the President or designee may impose discipline if grades are late. Late grades are defined as those turned in after 10:30 a.m. on the day grades are due. If the Adjunct Faculty Member’s grades are not turned in on the due date, the President or designee shall send the Adjunct Faculty Member an overnight express letter to notify the Adjunct Faculty Member that they shall be subject to discipline.

4.7 Policies

Adjunct Faculty Members shall follow Morton College Board Policies and the Academic Honesty Policy as outlined in the Morton College student Handbook.

Prior to the implementation of any changes in Board policy that impact on the wages, hours or terms and conditions of employment of bargaining unit members, the College will notify the union president of the proposed change(s).

Article Five
Grievance Procedure

5.1 Formal Grievance Procedure

A grievance is defined as an alleged violation, misinterpretation, or misapplication of a specific article or section of this agreement.

The grievance shall be in writing and shall:
1) describe the alleged violation in detail,

2) cite the specific provision(s) of the Agreement allegedly violated, and

3) indicate the requested remedy.

Individual members shall sign their name to any grievance which they file. When the Union files a grievance involving an individual member or a group of members, the grievance shall be signed by the Union President. If the Union is not the grievant, a copy of the grievance shall be sent to the Union President by the grievant concurrent with its filing. The Board shall not take any reprisals against any Adjunct Faculty Member or other College employee as a consequence of the filing of a grievance or participation in the grievance processing under this Article of the Agreement.

5.2 Step One

The grievance shall be submitted in writing to the Adjunct Faculty Member's immediate supervisor, within fifteen (15) school days of the occurrence of the event giving rise to the grievance or of the date when such event could reasonably have been ascertained or become known to the grievant. The administrator shall convene a meeting with the grievant to review the grievance provided such meeting to be scheduled no later than ten (10) school days after receipt of the grievance. The administrator shall provide the grievant a written response to the grievance with a copy to the Union President or designee no later than fifteen (15) school days after such meeting.

5.3 Step Two

If the grievance is not resolved at Step One, the grievant may within ten (10) school days of receipt of the Section 5.2 answer, appeal such grievance to the next administrative officer in the line of authority in the Adjunct Faculty Member's teaching discipline. Such appeal shall be in writing and indicate the reason(s) therefore. The administrator shall respond in the same manner and time frame as set forth in Step One, provided that if further investigation is needed, additional time may be allowed.

5.4 Step Three- President

If the grievance is not resolved at Step Two, the grievant may, within ten (10) school days of receipt of the Step Two answer, appeal such grievance to the President or his/her designee. Such appeal shall be in writing and indicate the reason(s) therefore. The President shall respond in the same manner and time frame as set forth in Step One.
5.5 Step Four Board

If the grievance is not resolved at Step 3 and challenges the discipline or dismissal of an Adjunct Faculty Member, the affected Adjunct Faculty Member may within ten (10) school days of receipt of the answer appeal to the Chairperson of the Board of Trustees. Such appeal shall be in writing and indicate the reason(s) therefore. The Board of Trustees shall within thirty-five (35) calendar days of the receipt of an appeal, arrange for a hearing of the affected parties. Within ten (10) school days after the hearing, the Board shall provide a written decision with reasons to the aggrieved and the Union.

5.6 Step Five Arbitration

If the Union is not satisfied with the disposition of the grievance at Step Three, or when applicable Step 4 (in the case of the discipline or dismissal of an Adjunct Faculty Member), it may submit the grievance to arbitration by filing a demand for the same with the President or designee within forty five (45) calendar days of the Step Three answer or if applicable, Step Four answer. The arbitrator shall be selected pursuant to the procedures of the American Arbitration Association which shall supervise the proceedings in accordance with its practices.

Except as provided by law, the parties shall not be permitted to assert in such arbitration proceedings any ground or to rely on any evidence not previously disclosed to the other party.

The Arbitrator shall be without power to make decisions contrary to any, or inconsistent with, or modifying or varying in any way, the applicable laws and regulations having the force and effect of law.

The arbitrator’s decision shall be final and binding upon the parties.

Each party shall bear the full cost of its representation in the arbitration. The cost of the arbitrator and the American Arbitration Association shall be divided equally between the Board and the Union. If either party requests a transcript of the proceedings, that party shall bear the full cost of such transcript. If both parties request a transcript, the cost shall be equally divided. If the arbitrator requests a copy of the transcript, the cost shall be divided equally between the Board and the Union. All other expenses shall be borne by the party incurring them.

If the Grievant and/or the Union shall fail to appeal a grievance to the next step on a timely basis, the grievance shall be deemed withdrawn. If the Board shall fail to answer any grievance within the time stipulated, the grievance may be appealed to the next step.

5.7 Time Limits

No grievance shall be processed unless it is submitted within fifteen (15) school days of the
occurrence of the event giving rise to the grievance or of the date a reasonable person should have been aware of the alleged violation. Time limits shall be strictly adhered to, and may be extended only by mutual agreement. Failure to communicate a decision within the specified time limits shall permit the Union to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision tendered at that step.

5.8 Legal Proceedings

The union agrees that it shall exhaust administrative remedies provided in the contact to resolve disputes arising out of this agreement prior to any other avenue of redress.

Article Six
Academic Freedom

6.1 Intellectual Property Rights

Any materials, processes, or inventions developed solely by the Adjunct Faculty Member’s individual effort, on the Adjunct Faculty Member’s own time, and at the Adjunct Faculty Member’s own expense, shall be the sole and exclusive property of the Adjunct Faculty Member and may be copyrighted or patented, if at all, in his/her name.

The ownership of materials, process or invention produced solely for the College and at the College’s expense shall vest in the College and be copyrighted or patented, if at all in the name of the College.

In those instances where materials, processes, or inventions are produced by an Adjunct Faculty Member with College support by way of use of significant personnel time, facilities, or other College resources, but without direct financial support in the way of a stipend or other assigned monies, the ownership of the materials, processes, or inventions shall vest in, and be copyrighted or patented, if at all, by the Adjunct Faculty Member. When the College chooses to provide support for such projects, the College may require the Adjunct Faculty Member to grant a non-exclusive license to the College for the use of the materials providing that the license shall not be for more than three (3) years.

Re-newal of the license shall be contingent on the College providing adequate support for updating the material. If the support is financial, this will be a work for hire and as such the Adjunct Faculty Member and the College will negotiate an agreement of such ownership in good faith.

Regardless of what is contained herein, the legal principals of fair use shall apply.

6.2 Confidential Information

The Union and its bargaining unit members shall abide by the Family Educational
Rights and Privacy Act.

The Board and the Union and the Union’s bargaining unit members shall not disclose or divulge any Confidential Information to any other person or entity, except during Employee’s employment with the College when required due to the nature of Employee’s duties or as required by law. For purposes of this Agreement, “Confidential Information” shall include any of the College's business or financial information or any other confidential information that is disclosed to Employee or that Employee otherwise learns in the course of his or her employment. Employee’s obligations hereunder, with respect to Confidential Information, shall terminate only when such information ceases to constitute Confidential Information, as defined above.

6.3 Official Authority

Bargaining unit members shall not willfully represent to third parties that his/her opinions are those of the College unless written authority to do so is granted to the bargaining unit member by the President of the College and/or the Chair of the Board of Trustees.

6.4 Academic Freedom

The parties recognize that the right of academic freedom carries with it corresponding institutional and individual duties and responsibilities.

Academic freedom, within the discipline subject matter for which the Adjunct Faculty Members are employed, shall be guaranteed to all Adjunct Faculty Members. No arbitrary limitations shall be placed upon study, investigation, presentation, and interpretation of facts and ideas concerning human societies, the physical and biological worlds, and other branches of disciplines, fields of study, or intellectual endeavors.

Subject to departmental and College policies and procedures and curricular guidelines and requirements, Adjunct Faculty Members shall be free to present instructional materials, with the knowledge of the immediate supervisor, supplemental materials which are pertinent to the subject and level taught in their courses. Adjunct Faculty Members shall be expected to present facets of controversial issues in an unbiased manner within the scope of College-approved course objectives and discipline guidelines.

6.5 Student Grades

Student grades as reported by Adjunct Faculty Members shall be final and may not be questioned if defined as pedagogically justifiable and reasonable by both the administrator and faculty members teaching the same or essentially the same subject. In the event that a student desires to appeal the grade, the process is as follows:

Within ten (10) school days of the grades being made available to the student, the student will notify the faculty member of their disagreement with the posted grade.
If the student and Adjunct Faculty Member cannot reach an accord with respect to same within ten (10) school days, the dean shall be notified by the student. The dean shall consult with the Adjunct Faculty Member.

If the dean and the Adjunct Faculty Member fail to resolve the situation, then the dean shall, within ten (10) school days, convene a committee comprised of three (3) full-time faculty members teaching in the same discipline, or a related discipline when there are less than four (4) faculty members teaching in the same discipline.

If the committee so convened by the dean, fails to reach a satisfactory resolution, then the Adjunct Faculty Member or the student may, within ten (10) school days, appeal to the Vice-president of Academic Affairs. The decision of the Vice-president shall be final.

Article Seven
Adjunct Faculty Member Rights

7.1 Union Representation

Adjunct Faculty Members shall have the right to assistance and representation from duly authorized Union representatives at grievance meetings, investigatory meetings, or other meetings that may result in suspension, termination, or other disciplinary action, as applicable by law.

7.2 Personnel Files

Only one (1) official personnel file shall be maintained in the Human Resources Department at the College for each Adjunct Faculty Member. Upon written request, an Adjunct Faculty Member shall have the opportunity of reviewing his or her file within the prescribed limitation of the applicable law. There may be a periodic review of all the material in the file by the Adjunct Faculty Member and the appropriate Administrator. No material relative to an Adjunct Faculty Member's conduct, service, or personality shall be placed in the official file unless the Adjunct Faculty Member has had an opportunity to read the material. This excludes confidential letters of recommendation that may have been received prior to an Adjunct Faculty Member's employment by the College. The Adjunct Faculty Member may acknowledge that he or she has read such material by affixing his or her signature on the copy to be filed, with the understanding that such signature merely signifies that he or she has read the material to be filed and does not necessarily indicate agreement with its content. An Adjunct Faculty Member shall have the right to respond in writing to any item placed in the employee's file. The Adjunct Faculty Member may request that the appropriate Administrator recommend to the President of the College that material in the faculty member's file be removed and destroyed. Only the President of the College may authorize the removal and destruction of material from the official personnel file. Nothing which has been officially placed in the personnel file shall be permanently removed from the file without the mutual consent of the College President or designee and the Adjunct Faculty Member. An Adjunct Faculty Member shall be permitted to reproduce any material, exclusive of
confidential letters of recommendation, in his or her official file. The content of these official files may not be removed from the office, and the faculty member shall arrange with the Director of Human Resources for reproduction of desired materials.

The personnel file shall be a confidential file the contents of which shall be shared only with the Adjunct Faculty Member's consent, except as required by law, court order of records, subpoena or as necessary pursuant to the regular operations of the College. However this shall not preclude the College from responding as required with regard to verification of employment.

7.3 Discipline

The parties agree that the College has the authority to administer discipline, up to and including termination, for just cause. The Adjunct Faculty Member shall be notified in writing of the reason(s) for the disciplinary action. At the time such notice of disciplinary action is placed in the official personnel file in the Human Resources Department, a copy of such material shall concurrently be provided to the Adjunct Faculty Member by the supervisor. The Adjunct Faculty Member shall acknowledge the receipt of such notice by signing it to acknowledge the receipt of the notice. The Adjunct Faculty Member’s signature does not indicate agreement with the content of the document, only receipt of the document. The Adjunct Faculty Member shall have the right to respond to such notice placed in his/her official personnel file by submitting the response in writing within fourteen (14) calendar days of filing of such disciplinary notice. Such response shall be attached to the personnel file.

Probationary and Non-Probationary Adjunct Faculty Members shall have no right to appeal oral discipline.

Probationary Adjunct Faculty Members shall not have any rights to appeal discipline past Step 2 of the Grievance Procedure set forth herein.

Non-Probationary Adjunct Faculty Members shall not have the right to appeal any written discipline past Step 3 of the Grievance Procedure set forth herein.

7.4 Adjunct Faculty Member Interviews for Full-Time Employment Positions

When new full-time employment positions are authorized or an existing full-time position is to be filled, the position shall be advertised to the Adjunct Faculty Members and current Morton College employees as provided for in other Collective Bargaining Agreements and/or College Policy for a period of at least five (5) working days, when the College is open, before offering the position in a public forum.

7.5 Adjunct Faculty Member Office Space

The College shall provide, based on availability, secure and shared office space within the College. Such office space will be equipped with a telephone and
computer as available. The College will provide a lockable file cabinet in the Adjunct Faculty Member Office Space for use by the Union President.

7.6 Substitute Assignments

The College shall allow Adjunct Faculty Members to teach as substitutes.

7.7 Participation at Department Meetings

Adjunct Faculty Members may participate in Department Faculty Meetings called by the Administration that are in the Adjunct Faculty Member's academic departments at the College, except for meetings exclusively relating to personnel issues. Notice shall be given in the same manner as it is for full-time faculty members. Attendance is not compensatory unless designated as a mandatory meeting by the Administration.

7.8 Course Development Rights

Adjunct Faculty Members who develop online and/or hybrid courses shall adhere to the same rules and procedures as established for the full-time faculty.

7.9 Teaching Online and Hybrid Courses

Adjunct Faculty Members shall have the right to teach online and hybrid courses in subject areas that they are qualified to teach, as long as the same are approved as online and hybrid courses by the College and designated as the same. Qualifications to teach online and hybrid courses shall be the same as required for full-time faculty to teach such classes. When teaching online and hybrid courses, Adjunct Faculty Members shall follow the protocol and policies developed by the College for teaching the same.

7.10 Termination of Adjunct Faculty Member Status

An Adjunct Faculty Member shall lose his/her status as an Adjunct Faculty Member in the event:

a. Probationary or non-probationary Adjunct Faculty Member resigns;

b. The College decides to terminate the probationary status of an Adjunct Faculty Member as set forth in Section 7.3 herein, which shall be designated as a not for cause termination and which shall not be subject to the grievance and arbitration provisions of this Agreement;

c. A break in service of more than three (3) consecutive semesters (excluding summer terms) as set forth in Section 6.8 herein;

d. A for cause termination by the College.
Article Eight
Class Assignments and Reassignments

8.1 Length of Service

Length of service is the number of semesters (excluding summer semesters) in which a bargaining unit member has been employed at the College without a break in service of three (3) semesters, excluding summer semesters.

Adjunct Faculty Members who teach for credit courses must teach one (1) entire semester to receive service credit for one (1) semester.

Adjunct Faculty Members who teach Adult Ed must teach one (1) or more eight (8) week session(s) per a semester to receive service credit for one (1) semester. Adjunct Faculty Members who teach Adult Ed shall only receive one (1) semester of credit for teaching two (2) eight (8) week sessions in one (1) semester.

8.2 Workloads

Bargaining unit members who teach for credit classes may be assigned to teach up to but shall not exceed nine (9) credit hours for classroom courses or eleven (11) credit hours for lab work, except in special circumstances at the discretion of the College. Bargaining Unit Members who teach non-credit courses may be assigned to teach up to, but shall not exceed eighteen (18) credit hours collectively in the Spring and Fall semesters. In no case shall an Adjunct Faculty Member be assigned to teach more than the minimum hours required for full time faculty status.

8.3 Seniority

Bargaining Unit Members shall be classified into the following levels of seniority based on the number of semesters taught at the College (including summer sessions):

- **Level 1**: Bargaining Unit Members who have taught four (4) or less semesters.
- **Level 2**: Bargaining Unit Members who have taught five (5) to eleven (11) semesters.
- **Level 3**: Bargaining Unit Members who have taught twelve (12) to twenty (20) semesters.
- **Level 4**: Bargaining Unit Members who have taught more than twenty (20) semesters.

8.4 Future Assignments

Prior to the semester midterm (The Spring midterm for both the Summer and Fall Semester assignments) the Department Chair shall request the Adjunct Faculty Member’s interest in and availability for assignment(s) for the next semester. The
Adjunct Faculty Member shall respond to the Department Chair within two (2) weeks of the request from the Department Chair.

For Adjunct Faculty Members in Adult Education, the Department Chair shall request the Adjunct Faculty Member’s interest in and availability for assignment(s) for the next session by the current mid-session. The Adjunct Faculty Member shall respond to the Department Chair within two (2) weeks of the request from the Department Chair.

### 8.5 Class Assignments

The College acknowledges that a reasonable effort should be made to assure the assignment of courses to Adjunct Faculty Members who are qualified, who have had a continuing history of successful performance at the College, and who are available to teach at times that are consistent with the College’s scheduling.

The College shall make offers of assignment to Adjunct Faculty Members who are qualified to teach available course sections and are available to teach at the times the course selections are offered as set forth below.

Assignments of at least six (6) equivalent credit hours will be given, by the College, for the Fall and Spring Semesters to Adjunct Faculty Members who have requested an assignment of six (6) or more hours before offering assignments to new part-time faculty hires with equal or lesser qualifications to teach.

Adjunct Faculty Members requesting an assignment of six (6) credit hours shall receive this assignment before any Adjunct Faculty Member receives additional credit hours. If an assignment of six (6) credit hours cannot be provided to all Adjunct Faculty Members who request them, the most senior, qualified faculty who are available to teach at the times the courses meet will be given first priority. If additional courses remain after all current Adjunct Faculty Members have been assigned six (6) credit hours, the courses will be offered in order of seniority, as defined in Section 8.3, to Adjunct Faculty Members who have requested more than six (6) credit hours and who are qualified and available to teach them.

The College shall provide to the bargaining unit an updated seniority list by department prior to the fall semester and the spring semester each year.

Bargaining unit members who have developed on-line and blended courses shall be given priority to teach those courses before any other faculty member regardless of that faculty member’s status or seniority. Other faculty may teach additional sections but have no intellectual property rights of the course being taught. Other faculty cannot bump the original developer unless the course interferes with a full-time faculty making load and all other options have been exhausted.

### 8.6 Published Schedule of Classes

Web-based schedule of classes shall be updated as soon as possible after Adjunct
Faculty Members accept their teaching assignments.

8.7 Class Cancellation/Reassignment Rights

The College shall advise an Adjunct Faculty Member if his/her assigned class, in a reasonable amount of time, is canceled or reassigned to a full-time faculty member. In the event that an assignment is canceled or withdrawn, a Bargaining Unit Member shall be entitled to claim an unassigned course that he/her is qualified to teach.

The College shall notify the Adjunct Faculty Member if the class being offered is a contingency (Waiting) course at the time it is offered.

The College recognizes that classes assigned but then withdrawn from an Adjunct Faculty Member may be classes for which the Adjunct Faculty Member has prepared. Therefore, if within five (5) calendar days or fewer before the first day of the class an Adjunct Faculty Member’s assigned class is cancelled or is reassigned to a full-time faculty member who is in need of a class to complete a full load, and if a replacement class is not offered to the Adjunct Faculty Member, the College will pay one hundred fifty dollar ($150.00) stipend for the withdrawn class.

8.8 Break in Continued Service

An Adjunct Faculty Member who does not teach any semesters (not including the summer terms) in three (3) consecutive semesters shall lose his/her seniority, status as a bargaining unit member, and has no rights under this agreement. However, non-teaching semesters for an Adjunct Faculty Member who has not received a requested teaching assignment; or who has been "bumped;" or whose teaching assignment has been canceled or withdrawn, and for whom no alternative teaching assignment is available shall not count towards a break in service for the purposes of calculating the three (3) consecutive semesters constituting a break in service.

Article Nine
Adjunct Faculty Member Evaluations

9.1 Evaluation Process

The Adjunct Faculty Member shall be evaluated on the schedule established by the College by his/her Dean, or the Dean’s designee. Adjunct Faculty Members shall be notified in writing two (2) weeks in advance of the intent to observe and to evaluate. The time and place for the observation and/or evaluation conference shall be mutually agreed upon by the Adjunct Faculty Member and the person conducting the observation and/or evaluation. Following the classroom observation and the completion of the written evaluation, the Dean, or the Dean’s designee shall meet with the Adjunct Faculty Member to review the evaluation.

Additional observations and/or evaluations may be conducted if necessary.
Adjunct Faculty Members shall have the right to respond to the evaluation within thirty (30) days.

9.2 Student Evaluations of Adjunct Faculty Members

Student evaluations of Adjunct Faculty Members may be used by the Dean or the Dean’s designee, as part of the summative evaluation however such use will be discussed with the Adjunct Faculty Member who may respond prior to its submission to the summative evaluation. The Adjunct Faculty Member shall have the right to respond to the student evaluation within thirty (30) days.

9.3 Mentoring

Bargaining unit members may mentor each other on a voluntary basis and without compensation paid by the College for the purpose of improving the teaching of the mentee, but said feedback may not be used in the summative evaluation of the Adjunct Faculty Member.

9.4 Remediation of Teaching Deficiencies

If the College seeks not to re-employ on a permanent basis a non-probationary Adjunct Faculty Member, the College shall notify the Adjunct Faculty Association and the Adjunct Faculty Member of his/her teaching deficiencies. If the College deems the deficiencies to be non-remediable the College shall make known these non-remediable deficiencies in writing. If the College deems the deficiencies to be remediable, the Adjunct Faculty Member shall be given an opportunity to remediate his or her teaching deficiencies prior to notice of termination.

An opportunity to remediate shall involve the following steps: (1) the Adjunct Faculty Member and the Adjunct Faculty Association will be given specific guidelines on what teaching behaviors need to be corrected and specific expectations that must be met, (2) assistance the College may provide will be specified, where appropriate, and (3) the tools the College will use to determine if the deficiencies have been remedied (may include but are not limited to student evaluation ratings, classroom observation, currency in subject matter, etc.) The Adjunct Faculty Member will be given one subsequent semester (which shall not include the summer semester) during which time the College shall evaluate the teaching performance of the Adjunct Faculty Member.

If, after such remediation period, the faculty member has not successfully used the specific guidelines set forth by the College to remediate the identified teaching deficiencies and met the identified expectations, the Adjunct Faculty Member shall not be re-employed. If the Adjunct Faculty Member has successfully remediated the identified teaching deficiencies and met the identified expectations and completed the specific guidelines set forth by the College, the Adjunct Faculty Member shall enjoy continued employment at the College, and be assigned courses in subsequent
semesters in the usual and customary manner.

**Article Ten**

**Fringe Benefits**

10.1 **Tuition Waiver**

Adjunct Faculty Members shall receive a tuition waiver for one (1) course per semester at Morton College to be used the semester the Adjunct Faculty Member teaches or the following semester. The course may be for credit or non-credit. The Adjunct Faculty Member may assign this waiver to his/her spouse or tax dependent. The student is responsible for payment of all required course fees.

10.2 **Jury Leave**

The Board agrees to pay each Adjunct Faculty Member serving on jury/witness duty, except when serving as a paid expert witness, when otherwise required to work at Morton College the difference between monies paid to a juror/witness and the Adjunct Faculty Members regular salary.

10.3 **Military Leave**

Adjunct Faculty Members shall have rights to military leave in accordance with applicable state and federal law.

10.4 **Peace Corp Leave**

Adjunct Faculty Members who participate in the Peace Corp shall, with notice to the College Human Resource Office of their return date, retain their seniority at the conclusion of their tour of duty.

10.5 **Bereavement Leave**

a) **Family Members**

In the event of a death of an Adjunct Faculty Member's spouse or domestic partner, child, or parent (and respective step equivalent of same) the Adjunct Faculty Member shall be entitled to take off as bereavement leave up to five (5) paid work days.

In the event of the death of the parents of a the Adjunct Faculty Member's spouse or domestic partner, or the death of the employee's siblings, grandparents, relative living in the employee's household, step equivalent of the same, and comparable relatives in the spouse's family, the Adjunct Faculty Member shall be entitled to take off as bereavement leave up to three (3) paid work days.
b) Other relatives

Other paid leave days may be taken to attend the funeral of relatives not specified in Section A above.

10.6 Paid Leave

All Adjunct Faculty Members shall receive one (1) day off with pay per semester, including summer semesters. These days must be used in the semester they are earned or within the following two (2) semesters that the Adjunct Faculty Member teaches. Any days not used within the parameters set forth herein shall be forfeited by the Adjunct Faculty Member.

10.7 Outside Professional. Development

The parties acknowledge the value of professional development of Adjunct Faculty in the pursuit of academic excellence, quality teaching, and service to the students and the community. Professional development activities will enhance Adjunct Faculty Members as teachers, scholars, leaders, and practitioners; Adjunct Faculty Members may submit requests for professional development activities that occur during any semester in which they teach at least three (3) hours. Professional development activities may include professional travel, workshops, training, tuition, books, professional publications, and other professional activities and supplies.

Five thousand dollars ($5,000.00) per fiscal year will be budgeted for the professional development of Adjunct Faculty Members. Budgeted monies which have not been used in the fiscal year in which they were budgeted shall not be carried over to the subsequent fiscal year; said unused monies are forfeited. The monies budgeted in this section do not include tuition reimbursement or training provided by the College (such as Adjunct Faculty seminars).

10.8 Participation in Fitness Center Program

Adjunct Faculty Members shall have the same access to the College Fitness Center and to courses offered by the Fitness Center as Full-Time Faculty.

10.9 IRS 125 Program

The Board has implemented an IRS 125 Program. The Union agrees that its members shall undertake the payment of the enrollment, start-up, and monthly administrative costs of the Program, in full, as to each of them individually, at their option of joining said Program.
Article Eleven
Compensation

11.1 Substitute Compensation

For Adjunct Faculty Members who were employed by the College Prior to the signing of this contract substitute pay shall be at an hourly rate which conforms to what is usual or customary, but not less than the substitute rate paid to full time faculty. For Adjunct Faculty Members who are hired by the College after signing of this contract, substitute pay shall be the same as the substitute rate paid to full time faculty.

11.2 Required Meetings/Training

Adjunct Faculty Members shall be compensated at the rate of twenty-five dollars ($25.00) per hour for all mandatory meetings and trainings.

11.3 Over Enrollment Compensation

Adjunct Faculty Members who are assigned to teach classes with students that exceed the established maximum number of students shall be compensated according to the following formula: based upon the number of students enrolled in a specific course on the tenth (10th) day of the semester which are beyond the prescribed class size for that particular course:

Salary Schedule Placement X ECH X Number of Students exceeding the prescribed class size X 0.03

Over-enrollment pay shall be paid to Adjunct Faculty Members during the semester in which it has been earned, documented, and approved.

*** Prescribed class shall not exceed thirty two (32) or the number reflected as the maximum class size in the Student Information System. The President or his/her designee may designate certain class sizes to be less than thirty two (32). The faculty may, upon their own request, meet and discuss the prescribed class size with the President or his/her designee. Students will only be registered beyond the prescribed class size with the express permission of the instructor teaching the section of the course.

11.4 Online Course Development Compensation

Compensation for the development of online and blended courses will be at the rate set by the College, but shall not be less than the rate paid to the full time faculty.

11.5 Non-Online Course Development Compensation

Compensation for the development of non-online courses at the request of the College will
be at the rate set by the College, but shall not be less than the rate paid to the full-time faculty.

11.6 Adjunct Faculty Member Extra-Duty Compensation

Compensation for all other extra-duty assignments not previously mentioned shall be no less than the amount paid to full-time faculty.

11.7 Adjunct Faculty Member Compensation Schedules

### 2011-2012

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<th>Semesters</th>
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Adjunct Faculty Members teaching English 101 will receive a ten percent (10%) stipend based on their rate per their placement on the salary schedule.

Additionally, English 101 teachers who read portfolios shall be paid an hourly stipend of thirty one dollars ($31.00) per hour, or an amount equal to the rate full time faculty receive for reading portfolios.

### 2012-2013

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</table>

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Additionally, English 101 teachers who read portfolios shall be paid an hourly stipend of thirty one dollars ($31.00) per hour, or an amount equal to the rate full time faculty receive for reading portfolios.

### 2013-2014

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23
Adjunct Faculty Members teaching English 101 will receive a ten percent (10%) stipend based on their rate per their placement on the salary schedule.

Additionally, English 101 teachers who read portfolios shall be paid an hourly stipend of thirty one dollars ($31.00) per hour, or an amount equal to the rate full time faculty receive for reading portfolios.

**11.8 Retro-active Pay**

Within thirty (30) days of ratification and approval of this Agreement by both parties, the College will pay by separate check retro-active pay as follows:

1. One half (1/2) the difference of pay of what was paid to the Adjunct Faculty Members who worked during the Fall 2011 Semester and the new rates as negotiated in the 2011-2012 Salary schedule which includes any step movement, and English 101 stipends.

2. Full retro-active pay for the Spring 2012 Semester as set forth in the 2011-2012 Salary schedule which includes any step movement and English 101 stipends.

No other economic or non-economic terms are retroactive. All other terms take effect upon the ratification of this Agreement by the Union and adoption of this Agreement by the Board.

**Article Twelve**

**Savings and Effect**

If any provision of this Agreement shall, at any time, be declared contrary to law or mandatory regulations as a result of a state, administrative, judicial, or legislative action, then such provision will become immediately non-applicable. Should this occur, all other provisions of this Agreement shall remain in full force for the duration of the Agreement. Upon the application of this clause, the parties should meet to discuss legal provisions within the original intent. The Board and the Union hereby understand and agree this agreement embodies the complete and final understanding reached by the Parties as to wages, hours, and terms and conditions of employment for employees covered by this Agreement. This agreement may be supplemented or amended during its term solely upon the written and mutual agreement of the College and the Union.

**Article Thirteen**

**Notice**

Any notice to be given to this agreement shall be by certified mail, return receipt requested, and shall be completed by and at the time of said mailing. Written notice may also be served by personal delivery of such notice. Proof of such service shall only
be by production of a receipted copy of such notice indicating the date of receipt and bearing the signature of a person authorized to so receive such notice.

Notice sent by the Board to the Union shall be addressed to the Union President and/or his/her designee as provided at the beginning of his/her term in office.

Notice sent by the Union to the Board or College shall be addressed as:

The Morton College Board of Trustees  
3801 S. Central Avenue  
Cicero, IL 60804  
OR  
Morton College  
Office of the President  
3801 S. Central Avenue  
Cicero, IL 60804

Notice sent by the Board to a Bargaining Unit Member shall be addressed to the employee at the address last listed in the records of the Human Resources Office of the College.

Either party may, by written notice, change the address to which such notice is to be given.

**Article Fourteen**
**Term Of Agreement**

**14.1 Duration of Contract**

This agreement shall be in full force and effect upon its ratification by both parties on the signature date noted below and shall remain in full force and effect until its expiration on June 30, 2014.
14.2 Signatures

In witness whereof, the parties hereunto signed on this 28th and 29th day of March 2012 and 9th day of May 2012.

| Morton College,                   | Morton College Adjunct Faculty Association |
| Illinois Community College       | IEA-NEA                                    |
| District No. 527                 |                                           |

/s/ Anthony R. Martinucci  
Board Chair  
Date 3-28-12  
/s/ Dennis Haffron  
President  
Date 5-9-12

Team Members:

/s/ Susan L. Banks  
Board Secretary  
Date 3-29-12  
/s/ Joyce Roland  
/s/ Rosanne DiMesio  
/s/ Dixon Chin  
/s/ Sarah Lubeck  
/s/ Bill Silver