2010-2014 AGREEMENT

BETWEEN

BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 532 COUNTY OF LAKE AND STATE OF ILLINOIS

AND

COLLEGE OF LAKE COUNTY

FEDERATION OF TEACHERS, LOCAL NO. 2394 AFT
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SECTION ONE: UNION/BOARD CONTRACT ISSUES

ARTICLE 1
PARTIES TO THE AGREEMENT

This agreement is by and between the Board of Trustees of the College of Lake County (hereinafter referred to as the "Board") and the College of Lake County Federation of Teachers, Local No. 2394, AFT, (hereinafter referred to as the "Union").

ARTICLE 2
RECOGNITION

A. The Board hereby recognizes the Union as the sole negotiating representative for all full-time members of the faculty of the College of Lake County for all matters hereafter provided. As used herein, "full-time faculty" shall refer to those persons who enter the bargaining unit and remain in the unit for the duration of their employment once they have been assigned at least fourteen (14) faculty load hours in a semester or at least twenty-five (25) faculty load hours in an academic year or thirty-five (35) clock hours in a week for guidance counselors, instructional developers and librarians and other professionals not excluded herein.

As used herein, "faculty" shall include teachers, guidance counselors, instructional developers and librarians, but shall not include the President, Vice Presidents, Deans, Business Manager, Director of Nursing, members of the central administrative staff, deans or directors, or similar administrative positions which may be hereafter created. As used herein, "faculty" shall include any employee who performs full-time faculty responsibilities on a temporary basis. As used herein, "faculty" shall not include those positions described designated by the Board as "professional" as part of their employment classification in the College of Lake County Administrative Staff Analysis and Reorganization: Final Report and Recommendation.

As used herein, faculty shall not include any persons employed pursuant to a contractual program with a government agency. Any full-time faculty member who enters into a contractual or comparable program or adjunct employee position shall automatically be placed on General Leave (Article 43) for the duration of their adjunct position. Service during such General Leave shall not be considered consecutive service pursuant to Article 35 of this Agreement. Notwithstanding the foregoing, during the first year of full-time employment by the College, the Board and the faculty member may agree that the faculty member shall be employed for eleven (11) to thirteen (13) hours during either or both semesters of such first year and compensated at the rate of 11/15 to 13/15 of the amount prescribed in Article 13 of this Agreement, but all other provisions of the Agreement shall be applicable to such faculty member.
B. The Board agrees not to negotiate with any other faculty organization for the duration of this agreement over matters defined as negotiable herein.

C. The term “faculty” or “faculty members” when used hereinafter in this Agreement shall refer to those persons who are in the unit as defined in Section A of this Article.

D. The Board agrees not to negotiate with any faculty member individually during the duration of this Agreement on matters covered by this Agreement, provided that the foregoing shall not be construed as to prevent the Board from issuing individual contracts of employment to non-tenured personnel for the succeeding academic year, which individual contracts shall thereafter conform with any master agreement entered into by the parties hereto.

The Union agrees not to negotiate with any Board member individually on matters covered by this Agreement.

E. Nothing in this Article shall be construed as to affect in any manner the make-up of a normal faculty load, nor the determination of what is an overload.

**ARTICLE 3**

**REPRESENTATION REFERENDUM**

An organization that desires to challenge the right of the Union to represent the faculty members as bargaining agent shall follow the procedures therefore as set forth in the Illinois Educational Labor Relations Act and the Rules and Regulations promulgated thereunder. If for any reason such Act shall be repealed or amended as to be inapplicable to a representation challenge, the following procedures shall apply:

1. The challenging organization must submit a letter, requesting an election for bargaining rights along with signed and dated petition forms to the Secretary of the Board by certified mail. The petitions must contain the signatures of at least thirty (30) percent of the full-time faculty. The signed petitions shall be in a sealed envelope.

2. At the same time the certified letter is sent to the Board, copies of this letter shall be sent to the President of the College, and the President and the Secretary of the Union by certified mail.

3. A letter of challenge and the accompanying petitions can be filed only in an academic year when an existing contract between the Board and the Union will expire. The challenge must be filed between November 1 and December 1.

4. The signatures of all petitions must be dated with no date in excess of ninety (90) calendar days from the date of submission of the letter of challenge.
5. Upon receipt of the letter and the petitions, the Secretary of the Board shall furnish to all contending parties a complete list of faculty members eligible to execute such a petition. Any objections to such an eligibility list shall be filed with the Secretary of the Board within five (5) calendar days of the receipt of the list. The sealed envelope with the petitions and the eligibility list (together with any unresolved objections thereto) shall be transmitted to a third party mutually agreeable to the Secretary and to the contending parties. The third party shall determine whether or not the requisite number of signatures appear on the petition (without counting any persons who are objected to in the aforementioned procedure).

a. If the parties cannot agree on a third party, the American Arbitration Association shall be utilized. The cost of such arbitration shall be borne by the challenging party.

b. If a determination of the adequacy of the petition cannot be made without resolving the objections, the matter shall be referred to the American Arbitration Association for a binding determination of all questions pursuant to expedited Arbitration procedures. All costs of this procedure shall be borne by the challenging party.

6. Upon determination of the adequacy of the petition, an election shall be scheduled and conducted within fifteen (15) calendar days. The parties shall enter into an election agreement to determine all issues incident to such an election. In the absence of such an agreement, the election shall be conducted by the American Arbitration Association under rules and procedures which it shall promulgate. The cost of the election (but not including the campaign, legal, representational or poll-watching expenses of any of the contending parties) shall be borne by the challenging party.

7. The election shall be decided in favor of the party receiving a majority of the ballots cast.

8. In cases where no organization received a majority of the votes cast, there shall be a run-off election between the two organizations receiving the most votes. Such election shall be held within five (5) employment days of the indecisive election.

ARTICLE 4
NON-DISCRIMINATION

The Board shall not discriminate against any faculty member by reason of membership in the Union or participation in any lawful activities of the Union or in negotiations with the Board.
ARTICLE 5
FAIR SHARE

A. A faculty member who does not join the Union will execute an authorization for the deduction of pay a sum equivalent to the proportionate share of the cost of the services rendered by the Union in the same manner as provided in Article 14, or a like sum.

B. In the event such an authorization is not signed within thirty (30) days following the commencement of employment of the faculty member or the effective date of this Agreement, whichever is later, the The Board shall deduct such amount in equal payments from the regular salary check of the faculty member in the same manner as provided in Article 14 15 when written authorization is submitted by the Union to the Board.

C. The Union, the Illinois Federation of Teachers and the American Federation of Teachers agree to defend, indemnify, and hold the Board harmless against any claims, demand, suit, or other form of liability which may arise by reason of any action taken by the Board in complying with the provisions of this Article, provided that this Article shall not apply to any claim, demand, suit or other form of liability which may arise as a result of the Board's failure to comply with the obligations imposed upon it by this Article.

D. The Union shall annually certify to the Board the amount constituting each non-member employee's fair share. Such certification shall be made in writing by the Union President or designee at the time he/she notifies the business office of regular member dues. In the event a faculty member objects to the amount of such fee, the Union shall place the objecting faculty member's fees in a blind escrow or blind trust pending final determination on the appropriateness of the fee imposed. Such determination shall be made only after a hearing as required by law before the Illinois Educational Labor Relations Board, any impartial fact-finder appointed by the IELRB, or as otherwise required by law. If the faculty member is entitled to a refund, the faculty member shall receive such refund plus any interest earned on the refund during pendency of the action.

E. If a non-member faculty member declares the right of non-association based upon bona fide religious tenets or teaching or a church or religious body of which such faculty member is a member, such faculty member shall be required to pay an amount equal to the faculty member's proportionate share to a non-religious charitable organization mutually agreed upon by the faculty member and the Union. If the faculty member and the Union are unable to reach agreement on the matter, a charitable organization shall be selected from a list established and approved by the Illinois Educational Labor Relations Board in accordance with its rules.
ARTICLE 6
NEGOTIATION PROCEDURES

A. Both parties agree that it is their mutual responsibility to confer upon their respective representatives the necessary power and authority to make proposals, consider proposals, make counter-proposals in the course of negotiations, and to reach tentative agreements which shall be presented respectively to the Board and Union for ratification.

B. Negotiations shall begin on such date as shall be mutually agreed upon between the parties, and in the absence of such agreement, as provided by law.

C. The parties agree that they will bargain in good faith as provided by law.

D. Each party may utilize consultants or advisors as it deems appropriate, provided only that no member of the Board negotiating team will be a member of the faculty, and that no member of the faculty negotiating team shall be an employee of the College who is not a member of the faculty. The parties acknowledge that the designation of the respective negotiation teams is the sole responsibility of the party represented by such team, that such negotiations teams shall be limited to a reasonable number of persons, and that no member of either party to this contract shall be excluded from participation on such teams (on an itinerant or continuing basis) except as expressly provided herein.

E. When a tentative agreement is reached in all matters, it shall be submitted as soon as reasonably possible to the Union and to the Board of Trustees for ratification.

ARTICLE 7
GRIEVANCE PROCEDURE

A. Introduction

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

2. Used in this Article, the term "days" shall mean days on which the College Human Resources Department is open.

3. At least one Union representative may be present at any meeting, hearing appeal or other proceedings relating to a grievance which has been formally presented. Nothing contained herein shall be construed as limiting the right of any faculty member having a grievance to discuss the matter informally with one’s supervisor and have the grievance adjusted without intervention of the Union, provided the adjustment is not inconsistent with the terms of this Agreement.
B. Filing

The written grievance shall be filed either by the Union or individual grievant not later than thirty (30) days of the date of the occurrence giving rise to the grievance or from the date when the grievant might reasonably have become aware of the occurrence. The written grievance shall identify the grievants, summarize the relevant facts, identify the provisions of the Agreement allegedly violated, and describe the remedy which is requested.

The grievance shall be filed with the President of the College.

C. Formal Procedure

Upon receipt of the written grievance, the President shall either represent the Board directly or appoint a management representative to seek to resolve the grievance.

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

Not later than thirty (30) days after the filing date of the grievance the President or designee shall submit a written response to the President of the Union and Union Grievance Chair. Such response shall contain all of the reasons for either approval, denial, or joint resolution of the grievance.

If the Union is not satisfied with such response, it shall, if it desires, proceed to binding arbitration by notifying the President or designee not later than thirty (30) days from the receipt of the Board's written response. No individual or organization other than the Union shall have the right to proceed to binding arbitration. If the demand for arbitration is not filed within the prescribed time limits or if there has been no mutual agreement to extend such time limits, the grievance shall be deemed withdrawn.

Any time limits herein may be extended by mutual agreement of the parties.

The parties shall appoint a panel of arbitrators mutually approved by the legal representatives of each party. The names of such arbitrators shall be listed numerically by lot and shall be in the possession of each party.

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

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

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

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

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

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

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

1. The arbitrator, in his opinion, shall not amend, modify, nullify, ignore, or add to the provisions of this Agreement. His authority shall be strictly limited to deciding only the issue or issues presented to him by the Board and the Union, and his decision must be based solely upon his interpretation of the meaning or application of the express, relevant language of this Agreement.

2. The arbitrator is empowered to include in his award such remedies as shall be within his lawful authority.

3. Each party shall bear the full costs for its representation in the arbitration. The cost of the arbitrator and the AAA shall be divided equally between the parties.
4. If either party requests a transcript of the proceedings, that party shall bear the full cost for that transcript. If both parties order a transcript, or the arbitrator requests a transcript, the cost thereof shall be divided equally between the parties.

D. The Board acknowledges the right of the Union's grievance representative to participate in the processing of a grievance at any formal level and no faculty member shall be required to discuss any grievance if the Union's representative is not present.

E. The Board and the administration shall cooperate with the Union in its investigation of any grievance.

F. No reprisals of any kind shall be taken by the Board or the administration against a faculty member because of participation in this grievance procedure.

G. Should the processing of any grievance require that a faculty member or a Union representative be released from regular assignment, no loss of pay or benefit shall be incurred.

H. All records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

I. A grievance may be withdrawn at any level without establishing a precedent, but if withdrawn, such grievance shall be treated as though never having been filed in the first instance.

ARTICLE 8
MEDICAL EXAMINATION

If the Board shall require a faculty member to secure a medical examination and/or consultation by any physician, it shall pay the entire fee therefore. When the Board requires a medical examination of a faculty member, the reason(s) requiring such examination shall be given in writing to the faculty member. The Board shall designate at least three (3) qualified physicians from which the faculty member shall select one. The faculty member may have his/her personal physician submit any pertinent data to the Board. This paragraph shall not apply to nor affect the right of the Board to require a newly employed faculty member to secure a medical examination or to produce evidence of being medically able to fully perform all duties.

ARTICLE 9
REDUCTION IN STAFF
A. If the Board shall determine that it is necessary to decrease the number of tenured faculty employed by the Board or to discontinue or reduce some particular type of teaching service or program, written notice of termination of employment by personal service or by certified mail shall be given to all affected faculty members and the Union, as required by law. In such instances, the Board shall first terminate non-tenured faculty members who are in the affected areas(s) prior to terminating any tenured faculty so involved.

B. If tenured faculty must be affected, all such shall be in inverse order to the number of years of continuous full-time service to the College as a faculty member. A list called the “Seniority List for Reduction in Staff” shall be compiled and posted annually on the Intranet by February 1 of each year by the administration. Such list shall show the number of years of continuous service for each tenured faculty position by academic discipline, the rank of each tenured faculty member, and the dates for five year reviews. The use of the “Seniority List for Reduction in Staff” shall be strictly limited in that it shall only be appropriate and applicable to matters pertaining to reduction in staff. Periods of leaves of absence shall not be deemed to interrupt continuous service, but any period of leave for which advancement on the salary schedule is not granted shall not be included in the years of service. Tenured faculty members on leave of absence at the time a reduction of staff is effectuated shall be treated no differently than other faculty members. If the number of years of service are the same, the selecting of the tenured faculty member(s) to be affected shall be within the discretion of the Board.

C. Tenured faculty members in an affected teaching service or program shall not be released if part-time and/or overload assignments in the affected area are being maintained which would constitute a full-time load for which the released faculty member is fully qualified to teach and which can be reasonably scheduled. If the Board shall determine to restore an affected teaching service or program which necessitates an increase in full-time faculty (i.e., when course offerings, enrollments, or student needs for at least one academic year are sufficient in the affected area so as to justify the employment of a full-time faculty member) or to restore individual faculty positions in any affected area, prior to the beginning of the third academic year following the year the faculty member(s) was terminated, the Union shall be notified. Such added position(s) shall be first offered to qualified faculty member(s) released in inverse-order to the order of termination. Such offer shall be sent by certified mail to the faculty member's last known mailing address. If the notified faculty member(s) accepts the restored position(s), there will be no loss in tenure status. If the faculty member does not respond affirmatively by certified mail within ten (10) calendar days of receipt of such offer of reemployment, the Board's obligations hereunder shall be terminated.

D. In situations where a faculty member is hired in one department and subsequently moved to another department, the faculty member will be listed in both departments provided they are qualified to teach pursuant to Article 39.
ARTICLE 10
RELEASE TIME FOR UNION OFFICER

The CLCFT shall be granted nine (9) hours of release time to be divided between the fall and spring semester for the purpose of conducting Union business. No more than two (2) CLCFT members may use such release time. In addition, one member of the CLCFT shall be granted an amount equal to one hour of overload pay for the summer term for the purpose of conducting Union business.

ARTICLE 11
DURATION

A. This agreement shall become effective on the first faculty employment day of the 2007-2008 2010-2011 academic year.

B. This agreement shall continue in effect through 11:59 P.M. of the day preceding the first faculty employment day of the 2010-2011 2014-2015 academic year.

C. If agreement shall not have been reached sixty (60) calendar days prior to the expiration date first set forth in the preceding paragraph, either party may give written notice to the Federal Mediation and Conciliation Service.

ARTICLE 12
EFFECT OF AGREEMENT

A. The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto. The terms and conditions may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written agreement.

B. Should any provision of this Agreement be declared illegal by a court of competent jurisdiction, then such provision shall be deemed deleted from this Agreement to the extent that it violates the law. The parties will promptly meet to seek to renegotiate such provision.

C. 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 matter or subject not removed by law or by specific agreement of the parties from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right are set forth in this Agreement. Therefore, the Board and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives any right which might
otherwise accrue to them under law to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement.

**SECTION TWO: COMPENSATION**

**ARTICLE 13**
***COMPENSATION***
(Including Approved Credit and Column Movement)

2010-2011 Faculty Salary Schedule*

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# 2012-2013 Faculty Salary Schedule*

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2013-2014 Faculty Salary Schedule

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* During the 2010-2011 and 2012-2013 academic years, newly hired faculty shall not be placed on Step 0.5 of the salary schedule.

Longevity: Faculty who remain on step 15 are eligible for a longevity stipend equal to 2% of the base amount for their column, step 15 for 2007-2008; 2.25% of the base amount for their column, step 15 for 2008-2009; 2.5% of the base amount for their column, step 15 for 2009-2010. The longevity is not used in calculation of summer/winter load. Faculty receiving retirement augmentation from the 2004-07 collective bargaining agreement or this current agreement are not eligible for this stipend.

A. Column Definitions

The compensation schedule consists of six columns defined as follows:

Column A:
(1) Master's Degree in subject area or
(2) Bachelor's Degree and at least three (3) years of approved experience in a related technical field.¹

Column B:
(1) Forty-five (45) semester hours of approved graduate credit (which must include a Master's Degree) of which at least one-half are in the subject area or
(2) Bachelor's Degree and at least three (3) years of approved experience in a related technical field and twenty-two (22) semester hours of approved credit directly related to the subject area or the instructional function.¹

Column C:

(1) Sixty (60) semester hours of approved graduate credit (which must include a Master's Degree) of which at least one-half are in the subject area or

(2) Bachelor's Degree and at least three (3) years of approved experience in a related technical field and forty-five (45) semester hours of approved credit (which may include hours earned toward a Master's Degree) of which at least three-fourths are directly related to the subject area or the instructional function.¹

Column D:

(1) Seventy-five (75) semester hours of approved graduate credit (which must include a Master's Degree) of which at least one-half are in the subject area or

(2) Bachelor's Degree and at least three (3) years of approved experience in a related technical field and sixty-seven (67) semester hours of approved credit (which may include hours earned toward a Master's Degree) of which at least sixty percent (60%) is directly related to the subject area or the instructional functions.¹

Column E: Ninety (90) semester hours of approved graduate credit (which must include a Master's Degree) of which forty (40) hours are in the subject area.

Column F: Earned Doctorate in the subject field or an earned Doctorate with a minimum of forty (40) hours in the subject field.

¹ Applies to instructors in career fields assigned at least fifty percent (50%) of their teaching load in courses designated with career course prefixes. The approved experience must be practical work experience and must be directly related to the teaching assignment. At any time that the instructor's assignment falls below the specified fifty percent (50%), compensation schedule placement will be reviewed for the following year's contract.

B. Special Faculty

Faculty in fields where experience and performance may be legitimately substituted for academic training may be employed at a rate commensurate with their pay in business and industry. The initial step and placement of such faculty members shall be within the sole discretion of the Board, but once placed upon the
compensation schedule, the faculty member shall advance solely in accordance with the terms of this Article.

C. Approved Credit

Approved credit for the purpose of this salary schedule is defined as follows:

1. Academic credit in the subject area.

2. Academic credit which qualifies for tuition reimbursement pursuant to Article 26 of this Agreement.

3. Academic credit in courses which contribute to effective performance of assigned duties at the College.

4. Professional Development Center Credit. The College’s Professional Development Center (PDC) offers some faculty development classes for credit toward column movement. Faculty may apply for up to ten (10) hours of Professional Development Center credit toward column movement, per column. These hours may accumulate across academic years; however, repeated classes will not count toward column movement credit.

The appropriate Vice President shall determine in advance whether courses fall within any of the foregoing, provided that in all instances to receive credit the course must be satisfactorily completed with a grade (if such be awarded) of "C" or higher or "Pass" on a pass/fail basis, and such credit shall have been awarded in graduate courses by regionally accredited institutions of higher learning.

In lieu of academic credit, the appropriate Vice President may also approve work in institutes, seminars, other types of academic or non-academic experiences, continuing education courses, upper level under-graduate courses, and repeated courses where the course content has significantly changed. In such cases the Vice President will determine the equivalent academic credit. Such determination shall be on a case-by-case basis, and the determination in one instance shall not serve as a precedent. Such determination shall not be subject to the provisions of Article 7 (Grievance Procedure) hereof.

The appropriate Vice President may also approve up to one (1) hour two (2) hours per column movement for participation in groups established by the College’s governance system, Higher Learning Commission Accreditation teams, or similar activity which benefits the College and our students. Faculty members already receiving alternative load or stipend for service may not use that service for column movement. The individual faculty member will have to document twenty-five (25) hours of participation per one (1) equated credit hour through a process developed by the administration. A maximum of twenty-
five (25) participation hours can be submitted per academic year. If less than twenty-five (25) hours are accumulated in an academic year, they may be carried forward to continue accumulation until the maximum is reached. Once a maximum of twenty-five (25) hours are earned in an academic year, any additional hours will not be carried forward. Faculty members already receiving alternative load or stipend for service may not use that service for column movement. Submittal of required materials must be in accordance with established column movement guidelines of the contract. It is the responsibility of the individual faculty member to track time and obtain the necessary signatures.

D. Advancement on the Compensation Schedule

1. Advancement on the compensation schedule is upon recommendation of the President of the College.

2. Advancement is based upon demonstration of successful teaching and performance of duties. Normally, faculty will be recommended annually for advancement in compensation by one step in the appropriate compensation column, but such advancement shall not occur as a matter of right.

3. Similarly, less than satisfactory performance may result in withholding a recommendation for placement.

4. On the basis of supporting evidence (an official transcript), an employee shall be reclassified at the beginning of the fall semester and/or the beginning of the spring semester provided the faculty member satisfies the definitional requirements specified in Article 13, Section B of this agreement. Faculty requesting column movement for the fall semester must provide the Director of Human Resources or designee with all required supporting documentation by September 30 of the semester in which column movement is contemplated. Faculty requesting column movement in the spring semester must provide the Director of Human Resources or designee with all required documentation by February 1 of the semester in which column movement is contemplated.

Salary increases resulting from approved column movement will be retroactive to the beginning of the semester in which appropriate documentation was received in the Office of Human Resources. For example, if the Human Resources Office receives the required documentation from the faculty member by September 30 and the column movement is approved, the faculty member’s compensation adjustment will be effective with the beginning of the fall semester. If the Office of Human Resources receives the required documentation from the faculty member by February 1 and the column movement is approved, the faculty member's
compensation adjustment will be effective with the beginning of the spring semester.

If official transcripts are not presented by the specified deadlines, the faculty member must provide evidence on or before the appropriate deadline of a written letter indicating a request for transcripts within ten (10) days of completing a course(s).

E. Payment to the State Universities Retirement System

From the Compensation Schedules the Board shall deduct and remit for each faculty member the sum equal to eight and one-half percent (8.5%) of the amount due such faculty member pursuant to the Compensation Schedule to the State Universities Retirement System to be applied for the retirement account of such faculty member. It is the intent of the parties by this Agreement to qualify these payments as employer payments under Section 414(h) of the Internal Revenue Code. The faculty members have no right or claim to the funds so remitted except as they may subsequently become available upon retirement or resignation from the State Universities Retirement System.

The balance of the amount due each faculty member pursuant to such Compensation Schedule shall be payable to the faculty members as salary in installments as otherwise provided herein, provided the Board shall deduct therefrom all monies as required by law or as authorized by the faculty member pursuant to this Agreement, or as otherwise authorized by the Board. Such withholding shall include any and all additional amounts required to be paid to the State Universities Retirement System for the account of such faculty member.

This provision shall be applicable to all faculty members without exception and is granted to assure future provision of services by faculty members.

ARTICLE 14
PAYROLL

A. Full-time faculty members shall have the option of receiving their paychecks in twenty (20) or twenty-six (26) installments. Paychecks will be issued at the first regular pay period after the beginning of the fall semester and, for those faculty members who elect twenty-six (26) installments, the installments will run through the end of the summer session. The choice of payroll plans shall be made no later than the sixth (6th) employment day preceding the first (1st) payroll of the academic year. Once decided upon, the payroll option shall not be changed without the approval of the Vice President for Administrative Affairs or designee. If no choice of payroll plan is made, payment shall be on the basis of the prior year selection.
B. Provisions shall be made with the Vice President for Administrative Affairs for payroll deductions according to policies of the Board.

C. Payment for overload shall be made at the faculty member’s option either in equal pay period installments during the semester in which the overload is contracted or in one lump sum at the completion of said semester. If payment in equal pay period installments is elected, payment shall commence no later than thirty (30) days after the commencement of the overload duties.

ARTICLE 15
DUES CHECK-OFF

A. The Board shall deduct from the salary of each faculty member current Union membership dues of the Union, provided that at the time of such deduction there is in the possession of the Board a current written authorization for such dues deduction executed by such faculty members, subject to the following:

1. Such authorization shall specify the amount of dues to be deducted from each faculty member's salary for the first semester.

2. All deductions shall be made within the first semester.

3. The deduction for each faculty member shall be identical for each payroll in which dues payments are made.

4. Faculty members employed on or before the start of the academic year shall present such authorization to the Business Office no later than January 1st.

5. Such authorization shall be revocable by the faculty member giving written notice of such revocation to the Business Office, such to be effective not later than thirty (30) calendar days thereafter. Revocation shall be deemed to have been given upon termination of employment.

B. The Board shall transmit to the President of the Union or designee all dues deducted hereunder no later than twenty (20) calendar days following each payroll.

C. The Union shall indemnify and save harmless the Board from any and all claims, demands, suits and costs resulting from any reasonable action taken or omitted by the Board for the purpose of complying with the provisions of this Article.

The Board shall deduct from the pay of each faculty member current Union membership dues provided that at the time of such deduction there is in the possession of the Board a current written authorization for dues deduction executed by the faculty member. This written authorization must be submitted no
later than September 15th for the fall semester and February 15th for the spring semester.

The amount specified shall be prorated and deducted from the faculty members’ paychecks commencing with the first paycheck in October and terminating with the last paycheck in May, provided the amount to be deducted from each paycheck shall remain uniform with respect to each individual faculty member. Term limited faculty members will have the dues deduction prorated (based on the length of their contract) commencing with the first paycheck in October (fall semester) and/or commencing with the first paycheck in March (spring semester). The prorated dues deduction will be taken in its entirety in the semester specified in the term limited faculty member's contract.

All dues deducted by the Board shall be transmitted to the Treasurer of the Union or designee within fourteen (14) calendar days of their receipt. Each faculty member’s authorization shall continue in effect from year to year unless cancelled by the originating faculty member of until termination of employment, whichever shall first occur.

Such authorization shall be revocable by the faculty member given written notice of such revocation to the Business Office, such to be effective not later than thirty (30) days thereafter. Revocation shall be deemed to have been given upon termination of employment.

The Union shall indemnify and save harmless the Board from any and all claims, demands, suits and costs resulting from any reasonable action taken or omitted by the Board for the purpose of complying with the provisions of this Article.

ARTICLE 16
COMPENSATION FOR CO-CURRICULAR ACTIVITIES

A. Designation of faculty members for co-curricular activities shall be made annually by the Board, subject to acceptance by the faculty member, provided emergency or temporary appointments of qualified faculty may be made if no other qualified faculty is available to fill the position. Such emergency or temporary appointment shall be so indicated when the appointment is presented to the Board. The Board will post notices via e-mail and job vacancy bulletin boards of vacancies in co-curricular activities for a period of five (5) days before filling the vacancy except in unusual circumstances. Full-time faculty members will be considered for such positions. The Vice President for Educational Affairs and the President of the Faculty Union shall jointly review the co-curricular appointments for consistency prior to submission of the list to the Board for approval.

B. Prior to an appointment, the faculty member and the appropriate supervisor shall review the duties and time period of the activity. The duties and the agreed upon
The number of hours shall be in writing. Compensation shall be based on reduction of regular load (i.e., release time) and stipend (where applicable) in accordance with the following schedule of minimum release hours:

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<td>Vocal Ensembles</td>
<td>3 Hours per semester</td>
</tr>
<tr>
<td>Willow Review Coordinator</td>
<td>3 Hours per semester</td>
</tr>
<tr>
<td>Chronicle Advisor</td>
<td>6 Hours per semester</td>
</tr>
<tr>
<td>Poetry/Fiction Series Coordinator</td>
<td>3 Hours</td>
</tr>
<tr>
<td>Prairie Voices Advisor</td>
<td>3 Hours per semester</td>
</tr>
<tr>
<td>Director of Forensics</td>
<td>3 Hours per semester</td>
</tr>
<tr>
<td>Assistant Director of Forensics</td>
<td>3 Hours per semester</td>
</tr>
<tr>
<td>Honors Program Coordinator</td>
<td>3 Hours per semester</td>
</tr>
<tr>
<td>International Education Coordinator</td>
<td>3 Hours per semester</td>
</tr>
<tr>
<td>Writing Center Coordinator (Fall/Spring)</td>
<td>6 Hours per semester</td>
</tr>
<tr>
<td>Writing Center Coordinator (Summer)</td>
<td>3 Hours</td>
</tr>
<tr>
<td>Women’s Center</td>
<td>6 Hours per semester</td>
</tr>
<tr>
<td>Director of LGBT Center</td>
<td>3 Hours per semester</td>
</tr>
<tr>
<td>Earth Week Coordinator</td>
<td>3 Hours</td>
</tr>
<tr>
<td><strong>Governance Assignment</strong></td>
<td><strong>Release Hours</strong></td>
</tr>
<tr>
<td>Faculty Senate Chair</td>
<td>6 Hours per semester</td>
</tr>
<tr>
<td>Diversity Development</td>
<td>6 Hours per semester</td>
</tr>
<tr>
<td>New Faculty Institute (2 faculty)</td>
<td>3 Hours per faculty per semester</td>
</tr>
</tbody>
</table>

Faculty members are eligible for coaching assignments and may receive either release hours and/or a stipend. The total hours and stipend are individually arranged. Faculty members providing co-curricular assistance may request additional release hours according to the following formula: three (3) hours of time per week for the duration of a semester normally equates to one (1) load hour. The
co-curricular release hours and stipends approved by the Board prior to the start of the 2007-2008 school year shall serve as the basis for establishing release hours and stipends in the 2008-2009 and 2009-2010 academic years. A complete list of these approved co-curricular activities, release hours and stipends will be found in the Board minutes and communicated in the normal distribution method for these minutes.

C. Faculty members shall have the option of substituting overload (where applicable) for released time, as provided in Article 21.

D. In the case of coaching, if the duties are extended for another season because a team qualified for a national NJCAA tournament, the coach shall receive compensation commensurate with the duties performed in connection therewith.

E. Nothing herein shall restrict the Board in determining: (1) whether any co-curricular activity shall be conducted; (2) the policies for the co-curricular program; (3) the number, if any, of appointments to be made; or (4) whether additional release hours are granted above the minimum indicated in paragraph B above. The Board shall have the right to appoint persons other than faculty members to direct co-curricular activities under such terms and conditions as it shall prescribe.

ARTICLE 17
WINTER/SUMMER SESSION

The Winter/Summer Session is defined as the period from the end of the Fall semester to the beginning of the Spring semester and the period from the end of the Spring semester to the beginning of the Fall semester.

A faculty member who teaches during the 2007-2008 winter/summer session shall be compensated at the rate of 0.022 of the faculty member's annual salary for the 2007-2008 academic year for each equated faculty load hour up through eight (8). Any additional equated load hours taught beyond eight (8) during the 2007-2008 winter/summer session will be reimbursed at the current overload rate as specified in Article 21.

A faculty member who teaches during the 2008-2009 winter/summer session shall be compensated at the rate of 0.022 of the faculty member's annual salary for the 2008-2009 academic year for each equated faculty load hour up through eight (8). Any additional equated load hours taught beyond eight (8) during the 2008-2009 winter/summer session will be reimbursed at the current overload rate as specified in Article 21.

A faculty member who teaches during the 2009-2010 winter/summer session shall be compensated at the rate of 0.022 of the faculty member's annual salary for the 2009-2010 academic year for each equated faculty load hour up through eight (8). Any
additional equated load hours taught beyond eight (8) during the 2009-2010 winter/summer session will be reimbursed at the current overload rate as specified in Article 21.

For those faculty members not covered on the basis of equated faculty load hours taught, winter/summer session pay will be on the basis of 0.022 times the number of full weeks work, to a maximum of eight (8) weeks, times annual salary as per the preceding paragraphs. Any weeks worked beyond eight (8) weeks will be reimbursed at the overload rate for the appropriate year (as stipulated in the preceding paragraphs).

Full-time faculty members who teach three (3) or more hours during the summer session shall be entitled to one (1) day of health and injury leave in addition to the leave provided by Article 40 of this Agreement, provided that full-time faculty members who teach six (6) or more hours during the summer session shall be entitled to two (2) days of health and injury leave in addition to the leave provided by Article 40. If unused, such leave shall accumulate as health and injury leave as provided in Article 40. Such faculty members may utilize the days provided for herein and the days accumulated pursuant to Article 39 as prescribed by Section B of Article 40.

Nothing herein shall be construed as requiring the Board to conduct a winter/summer session.

Full-time faculty members shall be given the opportunity to teach courses in winter/summer school prior to such opportunity being extended to other persons. Consistent with individual qualifications, winter/summer courses shall be equitably distributed among all full-time faculty who desire to teach during a winter/summer session so that each interested faculty member receives at least one (1) course before subsequent course assignments or overload assignments are considered.

ARTICLE 18
INDEPENDENT STUDY

Faculty members who teach a course on an independent study basis shall be compensated at the rate of fifty dollars ($50) sixty dollars ($60) per faculty load hour per student. Article 21 of the Agreement shall not be applicable to independent study courses. A faculty member may accept or refuse an independent study assignment without prejudice.

ARTICLE 19
EXTENDED ACTIVITIES

Upon agreement with the appropriate administrator, compensation shall be at a rate not less than the substitution rate. Such agreement shall be subject to approval of the Union.
ARTICLE 20
SUBSTITUTION

A. A faculty member required to substitute for another faculty shall be compensated at the rate of $40.00 the highest compensation paid per load hour to part-time faculty but no less than forty-five dollars ($45.00) per faculty contact hour (contact hour equals the normal 50 minute classroom hour). Nothing herein stated shall preclude at the faculty member's option an informal arrangement to handle substitution on a reciprocal basis, provided any arrangement for substitution under a reciprocal or other informal basis shall be made known to and approved in advance by the appropriate Dean or designee. Substitution, if successive, shall in no instance exceed two (2) consecutive weeks of the entire course (if at least eight (8) calendar weeks in duration), or such lesser time as the Vice President for Educational Affairs or designee shall deem appropriate under all the circumstances. Substitution in excess of the foregoing shall be compensated pursuant to Article 21 of this Agreement.

B. This Article shall be applicable to substitution of faculty members attending meetings or conferences or the like (other than those attended at the request of the Board), provided the Dean, or designee, may otherwise determine, and if so determined, such exception shall be non-precedential and in the sole discretion of the Dean or designee.

C. In no event shall compensation for substitution apply to a faculty member during a time period when such faculty member is regularly assigned but not including office hours.

D Nothing herein shall preclude an informal arrangement by which one faculty member voluntarily agrees to substitute without compensation for a faculty member who has been authorized to be absent from his/her regular assignment where the substituting faculty member is qualified to teach the affected class provided the appropriate supervisor has been fully informed of this substitution.

SECTION THREE: LOAD

ARTICLE 21
FACULTY LOAD AND OVERLOAD

A. Total Load

Total load is defined as the sum of regular load hours, involuntary overload, and voluntary overload. Any total load in excess of twenty-one (21) load hours requires the approval of the dean or appropriate designee. Total load shall never exceed twenty-eight (28) equated load hours per semester.
B. Regular Load

Load for faculty is fifteen (15) load hours per semester. Faculty load will include a combination of classes to bring their load to at least fifteen (15) equated hours.

Faculty who teach classes that begin in one term and conclude in another will have the load for that class split between the two terms for purposes of load calculation. The faculty member and the Dean will agree in advance of the assignment on how the hours are to be split. This will not change the calculation of Winter/Summer session load as defined in Article 17. All assignments of faculty to classes that carry over from one term to another shall be voluntary and shall take place within the same academic year.

Faculty whose load is determined by contact hours will be thirty-five (35) hours per week which includes the normal ten (10) office hours. Release time for Department Chairs and other activities shall be determined based on regular load hours.

C. Overload

Overload is defined as any equated load hours in excess of fifteen (15) in any Fall or Spring semester. Overload may occur when a combination of classes cannot be selected to equal fifteen (15) load hours or the faculty member voluntarily requests additional hours. If a faculty member wishes to teach whole classes in excess of fifteen (15) load hours in Fall or Spring semester they must notify the Dean or designee of their desire to do so no later than thirty (30) calendar days prior to the start of the semester in which the overload will be taught. Faculty who seek overload assignments and who have given the thirty (30) calendar day notice shall be preferred over part-time faculty, qualifications being equal. Acceptance of voluntary overload does not exclude faculty from responsibilities normally expected of all faculty as outlined in Board Policy 302: Duties and Responsibilities of Instructors. Therefore, any total load in excess of twenty-one (21) load hours requires the approval of the Dean or appropriate designee.

If a full-time faculty member’s equated load hours are in excess of fifteen (15) load hours, the faculty members may elect to bank those overload hours which may be used in subsequent semesters in place of normal load. A faculty member may accumulate a maximum of eight (8) overload hours to be designated as banked hours. A maximum of six (6) banked hours may be used to establish regular load in subsequent semesters. The use of banked hours to establish load shall be done with the approval of the Dean of designee and must not cause the academic program undue hardship. The faculty member must notify the Dean at least thirty (30) calendar days prior to the start of the semester in which they wish to use banked hours. Summer
hours may be banked for use in the Fall or Spring semesters, but Fall or Spring hours may not be banked for summer semester.

If not used to establish load, banked hours may also be claimed during any subsequent semester to be paid at the overload rate in effect for that semester. Hours previously banked that are claimed in this manner will not be counted toward the maximum total load of twenty-eight (28) equated load hours per semester. Any banked load hours remaining at the time of retirement or resignation shall be paid to the faculty member at the overload rate current at the time of retirement or resignation.

If a faculty member teaching overload hours elects not to bank those hours they will receive compensation for those hours at the overload rate in the same semester the overload is taught.

C. Involuntary Overload

If a combination of classes cannot be selected to equal fifteen (15) load hours, the overload that is created is involuntary overload. In lieu of being paid at the overload rate for those hours in excess of fifteen (15), faculty may elect to set aside those overload hours which may be used in subsequent semesters in place of normal load. A limit of five (5) hours per semester shall be designated as “set aside” hours. A maximum of three (3) “set aside” hours shall be used to establish regular load, with the exception that a person setting aside load in three (3) consecutive semesters may use up to four (4) set aside hours in a subsequent semester. Such set aside hours may accumulate to eight (8) hours.

If not used to establish load, set aside hours may also be claimed during any semester to be paid at the overload rate in effect for that semester. Hours previously set aside that are claimed in this manner will not be counted toward the maximum total load of twenty-eight (28) equated load hours per semester. Any “set aside” load hours remaining at the time of retirement or resignation shall be paid to the faculty member at the overload rate current at the time of retirement or resignation.

D. Voluntary Overload

Full-time faculty members may request overload equated load hours in excess of hours described in parts B and C above. These voluntary overload hours may not be included as “set aside” load hours. Compensation for voluntary hours will be at the overload rate. Such compensation will be paid in the same semester the overload is taught.

Acceptance of voluntary overload assignments shall be described in a written memorandum agreed to by the faculty member and the dean. The faculty member shall inform the dean of his/her desire to teach overload classes no later than one
(1) month prior to the beginning date of the semester or session in which the overload is to be taught. Faculty who seek overload assignments and who have given the one month notice shall be preferred over part-time instructors, qualifications being equal. Acceptance of voluntary overload does not exclude faculty from responsibilities normally expected of all faculty as outlined in Board Policy 302: Duties and Responsibilities of Instructors. Therefore, any total load in excess of twenty-one (21) load hours requires the approval of the dean or appropriate designee.

D. Equated Load Hour Equivalents

1. **Load Hours.** For the purpose of overload or load when contact hour and class assignments are mixed, one (1) contact hour, i.e., one (1) hour each week of the semester, shall be computed as equivalent to 0.60 faculty load hours.

2. **Laboratory and Activity Hours.** The following shall govern the creation of new laboratory and activity hours and significant changes to those hours.

   a. New laboratory and load hours in programs developed from, related to, or resembling existing lab hours at 1.0 shall be established at 1.0.

      For example:

      - The courses in a new program in Electronic Engineering Technology would be developed from the existing program, thus would be established at 1.0.

      - Or, should the college develop a new allied health program, the laboratory hours would be established at 1.0 because they are related to other allied health laboratory hours.

      - Or, should laboratory hours be developed in any disciplines and programs that do not currently exist or in existing disciplines and programs that do not currently have laboratory hours, they would be established at 1.0 assuming these laboratory hours share the characteristics of already existing laboratory hours in existing disciplines and programs, i.e., they emphasize close faculty supervision of experimentation, test procedures, or directed practice.

   b. New courses that contain laboratory hours that resemble those that are currently at 0.75 will be established at 0.75. These “laboratory” hours emphasize activities as opposed to experiments, test procedures, or instruction directed practice.
c. For new courses which do not meet the description in paragraphs a and b above, the equivalent load of a laboratory hour will be established at the time of course approval. When the equivalent load cannot be established during the approval process, or for courses presently at 0.75, which because of a significant change are considering an increase to 1.0, a committee of two faculty appointed by the Union and two administrators appointed by the Vice President for Educational Affairs will review the laboratory component and recommend either 1.0 or 0.75.

3. Clinical Hours. This section addresses the load for instruction of students who are participating in work-based learning activities that are part of the student’s program of study. These activities may be variously entitled clinical affiliations, internships, externships, or practicums – but within this article all similar activities shall be referenced as clinicals. For these activities, the load shall be calculated as follows:

a. If the faculty member is physically present at all times with the students at the clinical location, the load shall be 1.0. For example, clinical hours in NUR and DHY would be included.

b. If the faculty member is not physically present with the students but is responsible for the organization, scheduling, placement, oversight, and evaluation of students at other sites for their work-based learning, the load shall be calculated as follows: each clinical contact hour shall count as 0.33. Based on enrollment, the dean may opt to “stack” multiple sections of clinicals/practicums/internships in the same discipline. For example, clinicals/practicums/internships in ECE, HIT, HUS, HUX, MIM, MLT, MOA, & SRG would be included.

c. A course may consist entirely of clinical hours or it may consist of a combination of lecture and/or lab and/or clinical hours. Load hours for each component shall be calculated separately based upon the contact hours of each component.

d. The load for clinical hours for new courses or courses that are modified shall be mutually agreed upon by the Vice President for Educational Affairs and the President of the Union.

4. Leave of Absence Load Hours. A faculty member on leave of absence for a semester shall be deemed to have had a faculty load of fifteen (15) equated faculty load hours during such semester.

E. Overload Compensation
All equated load hours in excess of fifteen (15) in each semester, if not used as "set aside" hours shall be compensated at the rate of the highest prevailing compensation paid per load hour to part-time faculty but no less than $800 per load hour the previous academic year’s load hour rate during this Agreement.

F. Alternative Load Option

By mutual consent of a tenured faculty member, his or her dean, and the Vice President for Educational Affairs or designee, a faculty member may be assigned load hours for teaching customized courses, team teaching, conducting workshops, participating in development work, working on grants and participating in other special projects. Load hours resulting under this article shall be assessed as regular load under provisions of Article 21, paragraph B.

1. Instructional Alternative Load  For teaching customized courses, team teaching, workshops, and other instructional experiences, sixteen (16) clock hours of instructional time (i.e., in class instruction) would equate to one (1) load hour. In addition, the faculty member would assume responsibility for the necessary hours for the preparation, student evaluation and other work associated with teaching a customized course or conducting a workshop.

2. Alternative Modes of Delivery The Board and the Union agree that deliberately designed alternative modes of classroom instruction are referred to as: distance learning/distance education, telecourses, online instruction including hybrid courses, and any other computer technology based instructional modes. The Board and the Union further agree that alternative modes of instruction be defined as any of the aforementioned modes of delivery when a portion of instruction occurs where student and instructor are not in the same place., and that said mode of instruction teaches the same competencies as traditional face-to-face courses but with different interaction between instructor and student. It is further agreed that any combination of these modes of delivery shall be deemed as normal class lecture and counted towards full-time faculty load. A full-time faculty member shall not be required to teach such courses unless necessary to fulfill full-time faculty load requirements as described in subsection B of this article. Full-time faculty choosing alternative delivery modes of instruction are pursuant to:
   a. Academic Freedom as stated in Article 33;
   b. Use, Access and Ownership of Intellectual Property as stated to in Article 34; and
   c. Office hours as stated in Article 36.

3. Non-Instructional Alternative Load  For alternative load hours other than instructional load, load used for special projects such as developing curriculum, developing assessment standards, working on grants, administering grants,
and participating in workplace training, every load hour represents three (3) clock hours of time on task per week for sixteen (16) weeks.

The nature of the work and the time required along with all appropriate approvals must be established at least two (2) weeks prior to the beginning of a semester or by the sixth week of a semester when work is to be done during the second half of the semester.

If a faculty member does not have a full load in a given semester, the provisions of paragraph G3. of this Article may be used by the College to establish a full load.

G. Load for Course Sections Exceeding Normal Class Caps

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

Added Load for Greater Class Size by Percent

<table>
<thead>
<tr>
<th>Number</th>
<th>1 hour</th>
<th>2 hours</th>
<th>3 hours</th>
<th>4 hours</th>
<th>5 hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Zero hours</td>
<td>100-149%</td>
<td>&gt;149-200%</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Number</td>
<td>100-132%</td>
<td>&gt;132-166%</td>
<td>&gt;166-200%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Of</td>
<td>100-115%</td>
<td>&gt;115-133%</td>
<td>&gt;133-166%</td>
<td>&gt;166-200%</td>
<td></td>
</tr>
<tr>
<td>Credits</td>
<td>100-112%</td>
<td>&gt;112-125%</td>
<td>&gt;125-150%</td>
<td>&gt;150-175%</td>
<td>&gt;175-200%</td>
</tr>
<tr>
<td>For</td>
<td>100-110%</td>
<td>&gt;110-120%</td>
<td>&gt;120-140%</td>
<td>&gt;140-160%</td>
<td>&gt;160-180%</td>
</tr>
<tr>
<td>Class</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Enrollment as of 10th day enrollment numbers.

ARTICLE 22
DEPARTMENT CHAIRPERSONS

A. Under the direction of the dean, the department chair provides leadership for an assigned academic department or for a group of departments. The normal duties of a department chair are as follows:

Department Vision and Leadership

1. Establish and maintain a long term vision for the department by assisting the dean with curriculum development, departmental development and planning, goal setting, and budgeting.
2. Provide department leadership through excellent communication, both within the department and between department and administration.

3. Serve as “point person” for the department with regard to the state agencies, professional organizations, accrediting bodies, community groups, and other external contacts such as other colleges and universities.

4. Plan, schedule, and convene departmental meetings and development activities.

5. **Coordinate the program evaluation process and prepare the program evaluation report with the assistance of the Dean.**

**Adjunct Faculty Leadership**

6. **The department chair will work cooperatively with the designated Dean or Associate Dean on adjunct issues.**

7. Identify, interview, and recommend for contract to the dean, adjunct faculty in the discipline.

8. Provide orientation, and assistance and guidance to part-time faculty. **Department chairs will serve in a leadership role with authority to contribute to the evaluation of adjunct faculty rather than in a mentoring relationship.**

9. Attend the part-time faculty orientation session at the beginning of each semester and schedule additional sessions for **provide information to** those part-time faculty members who are unable to attend.

10. Review the syllabi of part-time faculty to ensure that discipline objectives and standards are being uniformly covered.

11. Review and select textbooks for courses in the department taught by adjunct faculty.

**Department Management**

12. Prepare the course schedule for dean’s review and approval.

13. **Respond to requests for catalog and schedule revisions and proofings.**

14. Assist in organizing faculty to advise students in the discipline and serve as an advisor to students in the discipline.

15. **Coordinate the selection of textbooks with full-time faculty.**

Additionally, faculty serving as Department Chairs of career programs may have additional responsibilities, such as the following:

16. Participate in agency, clinical, coordinator, professional, and other meetings related to the program where appropriate.

17. Develop and maintain continuous contact with appropriate agencies, institutions, industries, and the business community.

18. Identify and develop appropriate required clinical or practicum/internship program experiences.

19. Recruit students and promote the discipline.
20. Participate in the screening of students when appropriate.
21. **Participate in the creation and development of promotional and other departmental materials.**
22. Identify and maintain relevant course and program objectives which reflect program standards, needs of new and continuing education students, and current industrial and educational trends and concepts.
23. Assist the dean with coordinating the evaluation of the program by an external accreditation body as appropriate.
24. Perform other related duties deemed necessary by the dean to meet the needs of the discipline. These duties will be mutually agreed upon, and identified annually on the Department Chair Acceptance Agreement.

B. Designation of Department Chairpersons shall be made annually by the Board, subject to acceptance by the faculty member, provided in an emergency temporary appointments may be made, and provided where only one (1) full-time faculty member is employed in the program a non-voluntary appointment may be made until some appropriate alternative may be implemented. Such emergency or temporary appointments shall be so indicated when presented to the Board for final approval. **Departments, including those with clock hour faculty, may be eligible for assignment of a Department Chair.** Appointments shall be for the entire academic year unless otherwise agreed to by both parties. Appointments typically shall be made no later than May 1 and commence in the next academic year.

C. It should be understood that the completion of Department Chairperson duties involves a strong partnership between the Department Chair and the Academic Dean for the Division. Prior to such appointment, the Department Chair designate and Dean shall analyze the goals and objectives of the specific program to serve as a basis for establishing an appointment agreement. There are basic duties for all Department Chairs and some duties and activities that are unique to specific programs. Each year the Department Chair and the Dean will work together to prepare a proposal for release hours for the Department Chair for the subsequent year. **This written agreement should specify how the release hours are calculated according to the rubric delineated in Subsections D, E, F and G below.** It is further understood that the Department Chairperson and Dean will discuss the need for clerical and public relations support that will be supplied by the Division Office. The total release hour load for Department Chairperson duties for one individual should not exceed fifteen (15) **eighteen (18)** hours on an annual basis with no more than sixteen (16) **total in the Fall and Spring semesters.** If the release hours for a program require more than fifteen (15) **eighteen (18)** hours, the duties should be split between two individuals **shared amongst additional faculty,** if possible. All subject area prefixes (with the exception of student development courses) should be assigned to a Department Chair. If an area is not assigned to a Department Chair, the responsibilities of the Department Chair will be assumed by the Dean or **non-faculty** designee of that division.
The Board shall provide to the Union a spreadsheet of the data used to calculate Department Chair Hour Assignments on an annual basis.

D. Faculty load release hours for Department Chairpersons will be determined by a rubric utilizing the following four factors: (1) A formula based on Enrollment (see section E below) combining values for total seats taken in the program, total sections taught, and the number of sections taught by part-time faculty, (2) Three release hours given to Department Chairs who coordinate one or more career programs (section F), (3) Hours based on a list of unique and on-going responsibilities for that program (section G). (4) Hours based on a list of extraordinary responsibilities for that program in a particular year. Therefore, the total load will be based on the following formula:

\[ \text{Load from Enrollment} + \text{Load for Career Program} + \text{Load from Unique and On-going Responsibilities} + \text{Load from Extraordinary Responsibilities} \]

E. Load based on enrollment utilizes the following formula that assigns a value based on the following factors: Total seats taken total sections taught by full-time faculty and total sections taught by part-time faculty for the previous calendar year. When necessary, the College will group together programs to determine Department Chair release hours. Grouped programs will combine seats and section counts to calculate Department Chair release hours. The following tables will be used to calculate the release hours:

<table>
<thead>
<tr>
<th>Total Seats Taken</th>
<th>Total Release Hours from Seats Taken</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-199</td>
<td>1</td>
</tr>
<tr>
<td>200-399</td>
<td>2</td>
</tr>
<tr>
<td>400-799</td>
<td>3</td>
</tr>
<tr>
<td>800-1399</td>
<td>4</td>
</tr>
<tr>
<td>1400-2199</td>
<td>5</td>
</tr>
<tr>
<td>2200-3199</td>
<td>6</td>
</tr>
<tr>
<td>3200-4399</td>
<td>7</td>
</tr>
<tr>
<td>4400-5499</td>
<td>8</td>
</tr>
<tr>
<td>5500-6599</td>
<td>9</td>
</tr>
<tr>
<td>6600-7699</td>
<td>10</td>
</tr>
<tr>
<td>7700-8799</td>
<td>11</td>
</tr>
<tr>
<td>8800-9899</td>
<td>12</td>
</tr>
<tr>
<td>9900-10999</td>
<td>13</td>
</tr>
<tr>
<td>11000-12099</td>
<td>14</td>
</tr>
<tr>
<td>12100-13199</td>
<td>15</td>
</tr>
<tr>
<td>13200-14299</td>
<td>16</td>
</tr>
<tr>
<td>14300-15399</td>
<td>17</td>
</tr>
<tr>
<td>15400-16499</td>
<td>18</td>
</tr>
<tr>
<td>16500 and above</td>
<td>19</td>
</tr>
</tbody>
</table>
The release hours from sections taught is calculated by a value of 1 assigned to a section taught by a full-time faculty member, and a value of 1.5 assigned to a section taught by a part-time faculty member. Part-time faculty require additional supervision time from the Department Chair, hence the higher value.

<table>
<thead>
<tr>
<th>Weighted Section Total</th>
<th>Total Release Hours from Weighted Section Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-49</td>
<td>1</td>
</tr>
<tr>
<td>50-149</td>
<td>2</td>
</tr>
<tr>
<td>150-199</td>
<td>3</td>
</tr>
<tr>
<td>200-249</td>
<td>4</td>
</tr>
<tr>
<td>250-299</td>
<td>5</td>
</tr>
<tr>
<td>300-349</td>
<td>6</td>
</tr>
<tr>
<td>350-399</td>
<td>7</td>
</tr>
<tr>
<td>400-449</td>
<td>8</td>
</tr>
<tr>
<td>450-499</td>
<td>9</td>
</tr>
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<td>600-649</td>
<td>12</td>
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<td>650-699</td>
<td>13</td>
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<tr>
<td>700-749</td>
<td>14</td>
</tr>
<tr>
<td>750 and above</td>
<td>15</td>
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As an example, using the above tables, a program with 1200 seats, thirty (30) sections taught by full-time faculty and forty (40) sections taught by part-time faculty would be calculated as follows: four (4) load hours granted for enrollment; a weighted section value of thirty (30) for full-time faculty and sixty (60) for part-time faculty for a total of ninety (90), and two (2) release hours. Hence a total of six (6) release hours will be granted for seats and sections.

F. **Load for Career Programs.** The Department Chairperson for all career programs will have three (3) release hours given for the duties required, in addition to the release hours granted for the three (3) other factors in the rubric.

G. **Load for Clock-Hour Faculty Department Chair.** Up to five (5) release hours may be granted per year.

H. **Load for Unique and Ongoing Responsibilities.** A portion of the release hours granted may come from duties required for the specific program, which are unique to that particular program, occur on an on-going basis, and are not included in the responsibilities in section A of this article. The Department Chair and Dean will meet annually to prepare a proposal for release hours for activities such as the following:

1. Annual reporting to an outside accrediting agency (1 hour),
2. Significantly above-average advisement responsibilities (1-2 hours),
3. Operation of a clinic that is open to the public (1-2 hours),
4. Establish, develop, and maintain affiliation agreements and schedules with external organizations for the purpose of providing work-based student learning (1 hour) (excluding Cooperative Education),
5. Working during semester breaks when it is necessary for the good of the program and flex time is not possible due to the course schedule, or
6. Direct all advisory committee activities [minimum of two (2) per year], including selection and retention of members, preparing and conducting meetings, and follow-up committee recommendations and suggestions.

Granting release hours is not exclusive to the above-named activities but may also be negotiated for other unique and ongoing responsibilities required of an individual program.

A maximum of five (5) release hours will be granted for these Unique and Ongoing responsibilities.

I. **Load for Extraordinary Responsibilities.** Additional release hours may be granted for extraordinary responsibilities required of the Department Chair in a particular year. These consist of responsibilities that do not occur on an annual basis. In addition to the agreement of the Department Chair and Dean, the Vice President for Educational Affairs must approve these release hours. The Department Chair and Dean will meet annually to prepare a proposal for release hours for the following activities (but not limited to the following):
1. Major curriculum revision (1-2 hours),
2. Significant recruiting or marketing activities (1-2 hours),
3. Conducting a program review (1 hour),
4. Preparation for a site visit and accreditation by an outside agency (1-2 hours),
5. Organizing and promoting special events or projects such as recommending for hire and assessing guest artists, speakers and presenters,
6. Coordinating and monitoring grants, including recommending for hire and assessing clerical and case management personnel, as well as managing audits (may also transition to Unique and Ongoing Responsibilities), or
7. Other special projects.

By December 1, the Dean and Department Chair will review the agreement for Extraordinary Responsibilities for the purpose of:
1. Performing a status update and review of progress-to-date, and
2. Discussing and granting or reassigning additional release hours for Spring Semester/Summer Session for unforeseen extraordinary projects which were unknown prior to the written agreement in March. This request should be submitted by the Dean to the Vice President of Educational Affairs for approval.
A maximum of five (5) release hours will be granted for these extraordinary responsibilities with the approval of the Vice President for Educational Affairs.

J. The release hours will be distributed throughout the Fall, Spring, and Winter/Summer time periods through a written agreement between the Department Chair and dean. The agreement shall be finalized prior to May 1st of the previous academic year as the approval list is prepared for submission to the Board. In calculation of load and overload as defined in Article 21 of the agreement, Department Chair hours will be added first.

SECTION FOUR: BENEFITS AND PROTECTIONS

ARTICLE 23
FRINGE AND FLEXIBLE BENEFITS

A. If at any time during the term of this Agreement, the Board shall become obligated as a result of statutory enactments to pay any portion of the faculty member’s health/surgical and/or major medical protection or otherwise compels the Board to provide same specific health/surgical and/or major medical protection, the benefits provided herein shall be reduced accordingly.

If at any time during the term of this Agreement, an insufficient number of persons shall elect options of group insurance plans as to endanger the group status of such plans, the Board may adopt a reasonable plan to guarantee the continuation of such group plan, provided the Board shall first consult with the President or designee of the Union with respect to such plan.

The minimum amount of participation in the College sponsored Health Plan shall be 80% of the faculty.

B. Effective September 1, 2007, the Board shall provide group term life insurance in the amount of $100,000 for each faculty member.

C. During the term of this Agreement, the Board shall maintain a group policy of health/major medical insurance and a group dental policy.

During the term of this Agreement, the parties shall evaluate the existing insurance benefit program. Such evaluation shall be conducted by the existing insurance review committee Benefits Committee. The committee shall have the authority to recommend a change in any aspect of the health/major medical/dental program, such to be effective from and after such date as shall be established by the committee, but not after the expiration date of this Agreement, subject to the approval of the Board of Trustees and the Executive Committee of the Union. The faculty representatives on such committee shall be appointed by the Union.
D. Effective January 1, 1998, the Board established a flexible benefit plan. Such plan was developed in consultation with the union and provided an opportunity, pursuant to relevant Internal Revenue Service Guidelines and Regulations for faculty members to deduct health, dental and disability insurance as allowed by law and such other items as may be hereafter agreed between the Board and the Union from their overall compensation and to be subsequently reimbursed therefore upon the timely filing of evidence of payment of such insurance and with the other provisions of such flexible benefit plan.

E. Effective academic year 2007-2008 **2010-2011** (and for the life of this agreement), faculty who purchase the CLC HMO Network Only coverage shall have the College of Lake County pick up 100 percent (100%) of the difference between the flex amount ($5,700) and the then current cost of the premium for individual coverage through the HMO Network Only plan (if the cost of individual HMO Network Only coverage exceeds the flexible compensation).

Effective academic year 2007-2008 **2010-2011** (and for the life of this agreement), faculty who purchase CLC PPO coverage shall have the College of Lake County contribute the following amounts each year toward the cost of PPO coverage.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Contribution</th>
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<tbody>
<tr>
<td>2007</td>
<td>$1,469</td>
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<tr>
<td>2008</td>
<td>$1,550</td>
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<tr>
<td>2009</td>
<td>$1,669</td>
</tr>
<tr>
<td>2010</td>
<td>$1,798</td>
</tr>
<tr>
<td><strong>Past Year Fiscal Year 2010</strong></td>
<td><strong>$1,798</strong></td>
</tr>
<tr>
<td>2011</td>
<td>$1,923</td>
</tr>
<tr>
<td>2012</td>
<td>$2,048</td>
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<tr>
<td>2013</td>
<td>$2,173</td>
</tr>
<tr>
<td>2014</td>
<td>$2,298</td>
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</tbody>
</table>

The waiting list for faculty to opt out of the insurance plan was frozen as of June 16, 2004 and remains frozen throughout the life of this agreement.

Faculty wishing to opt out of the College sponsored Health Plan may request placement on the waiting list to opt out of the Health Plan. Requests to be placed on the waiting list must be made in writing to the Executive Director, Human Resources between November 1 and December 1 annually. Faculty will be placed on the list in seniority order in year of application with ties broken by date and time the request was received.

Faculty who are currently on the waiting list will not need to reapply and will remain in their current placement on the waiting list.

F. Effective academic year 2007-2008 faculty members who opt to cover one or more dependents on either the College’s PPO or HMO plan shall provide a $2,000
contribution toward the cost of “employee plus one dependent coverage” or “full-family coverage,” whichever applies.

Effective academic year 2008-2009 faculty members who opt to cover one or more dependents on either the College’s PPO or HMO plan shall provide a $2,250 contribution toward the cost of “employee plus one dependent coverage” or “full-family coverage,” whichever applies.

Effective academic year 2009-2010 faculty members who opt to cover one or more dependents on either the College’s PPO or HMO plan shall provide a $2,500 contribution toward the cost of “employee plus one dependent coverage” or “full-family coverage,” whichever applies.

Effective academic year 2010-2011 faculty members who opt to cover one or more dependents on either the College’s PPO or Network Only plan shall have the College provide a three thousand dollar ($3,000) contribution toward the cost of “employee plus one dependent coverage” or “full-family coverage,” whichever applies.

Effective academic year 2011-2012 faculty members who opt to cover one or more dependents on either the College’s PPO or Network Only plan shall have the College provide a three thousand five hundred dollar ($3,500) contribution toward the cost of “employee plus one dependent coverage” or “full-family coverage,” whichever applies.

Effective academic year 2012-2013 faculty members who opt to cover one or more dependents on either the College’s PPO or Network Only plan shall have the College provide a four thousand dollar ($4,000) contribution toward the cost of “employee plus one dependent coverage” or “full-family coverage,” whichever applies.

Effective academic year 2013-2014 faculty members who opt to cover one or more dependents on either the College’s PPO or Network Only plan shall have the College provide a four thousand five hundred dollar ($4,500) contribution toward the cost of “employee plus one dependent coverage” or “full-family coverage,” whichever applies.

ARTICLE 24
DOMESTIC PARTNERS

For the purposes of this agreement the term “spouse” shall include domestic partners, and all rights and benefits afforded to employee spouses under this agreement shall be extended to domestic partners as defined below. Similarly, dependent children of employees’ domestic partners shall be defined as employees’ dependent children for
the purposes of this agreement. This definition of the term “spouse” shall not apply to benefits which are prohibited by a third party contract.

To be eligible for coverage as a Domestic Partner, the College employee and the Domestic Partner must complete and file with the Human Resources Office an “Affidavit of Domestic Partnership” in which they attest that (a) they are each other’s sole domestic partner, responsible for each other’s common welfare, (b) neither party is married, (c) the partners are not related by blood closer than would bar marriage in the State of Illinois, (d) each partner is at least 18 years of age and of the same sex, and (e) three (3) of the following conditions exist for the partners:

1. The partners have been residing together for at least twelve (12) months prior to filing the Affidavit of Domestic Partnership.
2. The partners have common or joint ownership or lease of a residence.
3. The partners have at least two of the following arrangements:
   a. Joint ownership of a motor vehicle;
   b. A joint credit account; or
   c. A joint banking account.
4. The Domestic Partner has been designated as a beneficiary for the death benefit payable from the employee’s retirement annuity contract or from the College of Lake County’s Group Life Insurance or the College employee declares that the Domestic Partner is identified as a primary beneficiary in the employee’s will.
5. The Domestic Partners have executed a “relationship contract,” which (a) obligates each of the parties to provide support for the other party and (b) provides, in the event of the termination of the domestic partnership, for a substantially equal division for any property acquired during the relationship.

All information supplied by the employee or the domestic partner will be kept confidential and this information is not released to any party outside the Human Resources department which is involved in the processing of the enrollments.

ARTICLE 25
RETIREMENT

A. College Retirement Plan

1. To be eligible for the College of Lake County Retirement Plan, the faculty member must:

   a. At the time of retirement meet the eligibility criteria as defined by SURS and at the time of retirement declaration be at step 15 of the compensation schedule. At the time of retirement have completed at least fifteen (15) or more years of continuous full-time service as a faculty member at the College and meet the eligibility criteria under SURS at the time of retirement.
b. Provide professional services to the College, in addition to his/her regular teaching load in areas that may include, but are not limited to, curriculum modification, design and program development; mentoring new full and part-time College faculty members, and research and analysis. The content and parameters of such a plan shall be proposed and prepared by the eligible faculty member in writing and, if acceptable, approved in writing by the Vice President for Educational Affairs or designee prior to receipt of any additional compensation for extra professional services and prior to recommendation of the faculty member’s retirement date to the Board of Trustees.

c. Provide notice in writing of retirement to the Vice President for Educational Affairs as described below between August 1 and February 15 of the academic year in which the College of Lake County Retirement Plan is to begin, which notice is irrevocable unless mutually agreed to by the College and the faculty member.

2 As During the life of this Agreement, as compensation for the additional services and promises described in this Article, each participating faculty member shall receive the following:

a. Faculty who file an intent to retire five (5) years prior to their retirement date will receive a stipend for professional services that equals 6% of their current base salary. In each of their four (4) subsequent years they shall receive a base salary that is 106% of the previous year’s base salary and professional services stipend. **Eligible faculty who file an intent to retire four (4) years prior to their retirement date will receive in that initial year, a base salary that equals one hundred six percent (106%) of their previous year’s base salary. In each of their three (3) subsequent years they shall receive a base salary that is one hundred six percent (106%) of the previous year’s base salary, which salary includes the additional pay for professional services described in Section A. 1. C. above.** Throughout this Article, the term “base salary” excludes amounts earned in excess of those amounts shown on the salary schedules in Article 13. By way of example, “base salary” does not include longevity, flexible compensation allowances, earnings for winter/summer instruction, overload, co-curricular or extended activities, etc.

b. Faculty who file an intent to retire less than five (5) years prior to their retirement date will receive a stipend for professional services that equals 6% of their current base salary and a base salary 106% of the previous year’s salary and stipend for professional services for each year until retirement. **Faculty who file an intent to retire less than four (4) years prior to their retirement date will receive in the first year of providing**
additional professional services, a base salary that equals one hundred six percent (106%) of their previous year's base salary. In each subsequent year until retirement, they shall receive a salary which will be one hundred six percent (106%) of the previous year's salary which salary includes the additional pay for professional services described in Section A. 1. C. above.

c. For purposes of Summer/Winter load calculation, the base salary will equal the amount shown in the faculty member’s cell on the salary schedule in Article 13.

d. The deadline to declare retirement under this agreement is February 15, 2008. Those who declare by February 15, 2008 will be eligible for the entire six percent (6%) increase for the 2007-08 academic year, but actual payment may not begin until the senior service plan begins (which must begin by March 2008). All those who declare retirement under this agreement must retire by the end of May 2012.

e. Faculty receiving retirement benefits under this section are not eligible for column movement. In no event will a faculty member receiving benefits under any College Retirement Plan receive increases in SURS creditable earnings from year to year greater than six percent (6%).

3. Death or retirement shall terminate the College's obligation to pay salary or salary enhancements. The College will not deduct any retirement penalties the College may owe under the State University Network System Public Act 82-435 from the base salary enhancements described above, but should the Illinois General Assembly enact another early retirement incentive plan, the provisions of this plan (the College Retirement Plan) will not be accessible to retirees opting for such plan. It is understood that the College cannot guarantee that the compensation paid under this Article will be used by the State Universities Retirement System in the calculation of retirement benefits.

4. Faculty who have made a retirement declaration under a previous collective bargaining agreement cannot utilize this provision.

B. Insurance Coverage

1. The Board shall provide group medical insurance coverage to individuals retiring under paragraphs A and B of this article, subject to eligibility provisions contained in the summary plan description and provided such retiree was participating in such coverage on the effective date of retirement. The retiree shall pay and be reimbursed for all premiums in conjunction with individual medical insurance
coverage through the college plan subject to the availability of special state funding. Such reimbursement shall continue until the retiree shall reach age 65.

In the event special state funding is discontinued, or if funding falls short, the Board shall pay the premium for such individual coverage until the retiree shall reach the age of 65.

If at the time of retirement, the retiree shall elect to purchase insurance other than through the SURS CIP plan, the Board will contribute thereto in an amount equal to the cost of individual coverage through the College's plan until the retiree shall reach the age of 65. Such payment of premiums shall be made in the form of quarterly reimbursement to the retiree, provided the retiree shows proof of payment of such premiums.

The retiree shall have the option to purchase dependent coverage through the College's group medical insurance program subject to the eligibility provisions contained in the summary plan description, if dependent coverage is in effect at the date of retirement. When a covered dependent reaches the age of 65, the College medical insurance coverage shall be replaced by Medicare. Covered spouses are eligible to purchase the Medicare supplement.

For individuals who are continuously employed by the College on or before January 1, 2011 until retirement, the Board will reimburse for the life of this Agreement individuals retiring under paragraphs A and B of this Article for the cost of premiums for individual coverage under the SURS CIP plan up to an annual maximum of two thousand seven hundred twenty-seven dollars ($2,727). The retiree shall pay and be reimbursed annually for those premium amounts provided the retiree shows proof of payment of such premiums until the retiree shall reach age of sixty-five (65). Notwithstanding any other terms of this Article, retired faculty will not be eligible to participate in the College's group health plans.

If at the time of retirement, the retiree shall elect to purchase insurance other than through the SURS CIP plan, the Board will contribute thereto in an amount up to two thousand seven hundred twenty-seven dollars ($2,727) annually until the retiree shall reach the age of sixty-five (65). All retirees, including those individuals who have retired under previous collective bargaining agreements, are subject to the two thousand seven hundred twenty-seven dollar ($2,727) limit.

2. Individuals hired after July 1, 2011 are not eligible for the benefits under Section B.1. above.

C. Professor Emeritus
The position of Professor Emeritus is established as follows:

1. A faculty member who retires under SURS and wishes to continue employment with the College may become eligible to participate in the Professor Emeritus program by submitting a written request to the President Dean of his her division by March 30 of the last academic year preceding retirement. It is the responsibility of the faculty member to satisfy the sixty (60) day hiatus in employment in the same system required by SURS in order to provide inclusion in the appropriate semester.

2. The Vice President of Educational Affairs or designee may approve or disapprove the request. Participation in the program shall entitle the retiree to Professor Emeritus status for two (2) years or as otherwise mutually agreed-upon between the retiree and Vice President of Educational Affairs. Such years shall be consecutive. Emeritus faculty may request an extension of their status on a year-to-year basis by submitting a written request to the Dean of his or her division by March 30 of the last year of the term. The Dean shall approve or deny the emeritus continuation request by May 1. The decision of the Dean is final. If the request is denied, the faculty member will not be eligible to teach in the summer term.

3. Subject to course availability, the Professor Emeritus may elect to teach a combination of courses which will not exceed 60% of a basic contractual assignment per semester. Such faculty who had been previously employed on the basis of a thirty-five (35) hour week may elect to work a maximum of 60% of the total number of hours required to fulfill the annual contract. The Professor Emeritus shall have the responsibility to determine the maximum he/she may earn without affecting his/her retirement annuity and not accept or seek employment beyond the maximum. In the summer term, subject to course availability, the Professor Emeritus may elect to teach a combination of courses which will not exceed eight (8) hours for the term.

4. With the Professor Emeritus status the faculty member retains a college e-mail account and web server space. This enables the professor to continue to utilize electronic resources that were developed prior to retirement.

5. The Professor Emeritus shall work subject to the following conditions:

   a. Participation in this program is subject to the availability of work for which the Professor is qualified under the Faculty Obligations Article 39, Qualifications to Teach.

   b. The Professor shall have priority in the selection of course(s) (but not course selections) after all full-time faculty have obtained load and voluntary overload but before part-time faculty assignments are made unless a demonstrably
special circumstance exists in which a particular part-time faculty member is desirable. Where more than one (1) such Professor seeks available work, the one with the greatest seniority prior to retirement shall select first. The Teaching Preference Form shall be used in the course selection process for Professor Emeritus.

c. The rate of pay shall be the then current overload rate or the highest rate paid to adjunct faculty, but not less than $800 per load hour rate of the highest prevailing compensation paid per load hour to adjunct faculty but no less than nine hundred eight dollars ($908) per load hour during this Agreement.

d. He/she shall receive insurance benefits as provided in this Article for retirees and pro-rata sick and emergency leave three (3) health leave days per semester and one (1) day of emergency leave per semester. These health leave and emergency leave days are non-cumulative.

e. The tuition waiver article in this Agreement shall apply to him/her.

f. Nothing in this Article shall prohibit or limit the right of the College to hire or retain a retired faculty member on an independent contract basis.

g. All faculty granted emeritus status prior to the 2009-2010 academic year must submit a request for continuation to their Dean no later than March 30, 2011. The Dean shall approve or deny the emeritus continuation request no later than May 1, 2011. The decision of the Dean is final. If the request is denied, the faculty member will not be eligible to teach in the summer term.

h. Attendance at the Fall and Spring Orientation Meetings is part of the Professor Emeritus member's responsibilities to the College and thus does not require additional compensation.

i. Professor Emeritus faculty who are required to attend any meetings (including workshops, training sessions, or informational sessions) other than the Fall and Spring Orientation Meetings will be compensated at the highest rate paid to adjunct faculty but not less than thirty dollars ($30) per hour. The Board recognizes that there may be cases where a Professor Emeritus member cannot reasonably be expected to attend a given session or meeting, including the Orientation Meetings. In such cases, alternate arrangements may be made by the Dean in consultation with the Professor Emeritus member. The College, however, is not obligated to provide alternative arrangements for missed Orientation Meetings, sessions or other meetings.
j. **Professor Emeritus faculty shall receive notice of their academic departmental and division meetings in the same manner as full-time faculty and may attend such meetings.**

6. Compliance with this Section shall not prevent the College from employing a full-time faculty member to teach courses the Professor Emeritus would otherwise be qualified to teach or from offering courses to a faculty member to complete a full load which could not otherwise be completed.

7. **Professor Emeritus are entitled only to those benefits set forth in Article 25 and no others unless specifically provided for in this Agreement.**

**ARTICLE 26**

**PROFESSIONAL LEARNING ACTIVITIES REIMBURSEMENT PLAN (PLARP)**

The Board shall reimburse faculty members for the actual (and receipted) cost of tuition and required fees (but not including travel or other costs) paid at accredited institutions of higher learning up to a maximum of $4,000 **four thousand five hundred dollars ($4,500)** per year. The maximum number of semester hours any faculty member may claim for reimbursement in any one year shall be twelve (12).

In addition to such tuition reimbursement, each faculty member shall be guaranteed $600 in 2007-2008, $625 in 2008-2009, and $650 in 2009-2010 **the Board shall dedicated a total of five hundred thirty-three thousand three hundred and thirty-three dollars ($533,333) in PLARP funds over the life of the collective bargaining agreement for faculty in reimbursement for expenses incurred (including travel) for pre-approved seminars, workshops, conferences, yearly membership fees to professional organizations, yearly subscriptions to professional journals, webinars, and other professional activities that may enhance performance or otherwise benefit the College. The College shall not be obligated to expend more than $120,000 in 2007-2008, $125,000 in 2008-2009, and $130,000 in 2009-2010. The amount of the total five hundred thirty-three thousand three hundred and thirty-three dollars ($533,333) PLARP funds remaining after the 2010-2011 year will be available in subsequent years of this collective bargaining agreement.** The Board shall provide to the Union a monthly summary of PLARP requests made by all faculty.

Each faculty member shall be guaranteed one thousand dollars ($1,000) in the 2010-2011 year. **One hundred forty thousand dollars ($140,000) in PLARP funds shall be the amount used to determine how overages will be reimbursed in the 2010-2011 year. The guaranteed yearly amount for each faculty member in subsequent years, and the yearly amount of PLARP funds used to determine how overages will be reimbursed in subsequent years, shall be determined by the Union based upon the remaining PLARP funds after each year of the collective bargaining agreement.**
In each year of the Agreement, two hundred fifty dollars ($250) of which may be used for yearly membership fees to professional organizations and/or for yearly subscriptions to professional journals.

At the end of each year of the collective bargaining agreement, if the unexpended amount of the College’s yearly obligation amount of PLARP funds available is less than the total approved overage incurred by all faculty in each year of the collective bargaining agreement, all faculty members who have requested, and been approved for activities in amounts in excess of their yearly limit guaranteed amount, shall be reimbursed a percentage of their approved overage as follows, not to exceed their total incurred and receipted expenses:

\[
\text{(total yearly unexpended PLARP funds)} \times \frac{(\text{approved faculty members overage})}{(\text{total approved overage from all faculty})}
\]

**EXAMPLE:**

$15,000 if $4,000 is unexpended from the College’s obligation yearly PLARP funds available in 2007-2008 2010-2011, and an individual faculty member has been approved for total PLARP activities in the amount of $1,100 in 2007-2008 2010-2011, that faculty member would have an overage of $500 ($1,100 - $600 $1,000) that had been approved and not yet reimbursed. If the total overage from requested and approved activities from all faculty is $40,000 $5,000 in 2007-2008 2010-2011, that individual faculty member would receive an additional reimbursement of $187.50 $80 at the end of the 2007-2008 2010-2011 year.

\[
($15,000) \times \left(\frac{($500)}{($40,000)}\right) = $187.50
\]

\[
$4,000 \times \frac{($100)}{($5,000)} = $80
\]

At the end of each year of the collective bargaining agreement, if the unexpended amount of the College’s yearly obligation yearly PLARP funds available is more than the total approved overage incurred by all faculty in each year of the collective bargaining agreement, all faculty members who have requested, and been approved for activities in amounts in excess of their yearly limit guaranteed amount, shall be reimbursed the full amount of their approved overage, not to exceed their total incurred and receipted expenses.

**EXAMPLE:**

If $15,000 is unexpended from the College’s obligation yearly PLARP funds available in 2007-2008 2010-2011, and an individual faculty member has been approved for total PLARP activities in the amount of $1,100 in 2007-2008 2010-2011, that faculty member would have an overage of $500 $100 ($1,100 - $600 $1,000)
that had been approved and not yet reimbursed. If the total overage from requested and approved activities from all faculty is $10,000 in 2007-2008 \textbf{2010-2011}, that individual faculty member would receive an additional reimbursement of $500 \textbf{$100}}, the full amount of their overage, at the end of the 2007-2008 \textbf{2010-2011} year.

The Union shall determine the additional reimbursement amounts, if any, from the previous year of the collective bargaining agreement for all faculty who have exceeded their individual yearly guaranteed amount in each year of the collective bargaining agreement. By September 1 of each year, the Union shall provide to the Board a list of faculty members and the amounts of additional reimbursement due for all faculty who have exceeded their individual yearly guaranteed amount in the prior year of the collective bargaining agreement.

The aggregate cap for tuition reimbursement shall not be subject to the yearly limit for purposes described in this Article.

1. Faculty members who teach or attend travel courses or engage in independent study activities shall not be eligible to access PLARP funds through this Article.

2. Faculty members in their last contractual year \textit{semester} of service at the College shall not be eligible to access PLARP funds through this Article unless they are presenting at a conference or have been granted emeritus status.

Both tuition reimbursement and other expenses reimbursed under this Article must be approved in advance by the supervisor and the appropriate Vice President. Advances will be paid no sooner than ninety (90) days before the activity. All advances must be reconciled before any other advances or reimbursements will be made unless multiple professional learning activities fall within a thirty (30) day period.

Continuing the previous practice when workshops, seminars, etc., were deemed highly valuable and therefore financed in whole or in part by the College, the above individual allotment for non-tuition activities may be supplemented with additional divisional or other College funds. When a faculty member is required by the College to attend a workshop, seminar, etc., such as the New Faculty Seminar, the College shall be responsible for all approved costs associated with such activities.

A. Conditions for Approval

1. A course must be offered by a regionally accredited institution. (Not applicable to vocational-technical instructors when taking vocational training courses).

2. A written request shall be submitted to the appropriate Vice President for approval, prior to enrolling in a course or prior to registration for an approved professional activity other than a course.
3. The major criterion for approval shall be that the course/activity contributes to the professional development, the information, and the instructional skills of the faculty member. Approved courses/activities shall be in one of the following five (5) areas:

a) In **Courses in** the faculty member’s special field (or fields if the faculty member has teaching assignments in more than one area).

b) In the following education courses: **Education-related courses, including but not limited to the areas of** Teaching Methods, Tests and Measurements, Community College Organization, Counseling/Advising Techniques, and Teaching the Adult/Non-Traditional Learner, **instructional design, instructional technology, and online pedagogy** provided no more than one such course in each of these categories shall be reimbursed except as specifically approved by the appropriate Vice President in his/her discretion.

c) In courses **Courses** which contribute significantly and directly to the performance of the faculty member’s assigned teaching duties at the College or will clearly serve to train the faculty member in a new subject area pre-approved as meeting the need of the College.

d) If the faculty member is taking course work under the auspices of a scholarship or grant which is paying full tuition, the College shall not be obligated to duplicate that tuition amount. If the scholarship grant shall not cover the entire cost, the College shall then be obligated to the limits set forth in items under Section A of this proposal.

e) Full-time faculty desiring to enroll in courses offered by the College of Lake County will receive, on approval of the appropriate Vice-President, reimbursement according to the provision of the tuition-reimbursement plan. Courses taken at the College of Lake County will not be considered for placement on the salary schedule, except in those instances where the course pursued meets the criteria specified herein.

B. **Reimbursement Plan**

1. Upon the completion of an approved course, the faculty member shall file all documentation which may be reasonably required by the appropriate Vice President on a timely basis.

2. Payment shall be made upon completion of approved courses in which a faculty member has received at least a grade of “C” or equivalent or upon verification of completion of an approved professional activity.
3. Under no circumstances shall reimbursement be granted for more than twelve (12) semester hours per academic year. Summer session shall be considered part of the previous year.

4. Tuition reimbursement for approved courses taken in the fall semester shall be paid at the time the first salary payment of the spring semester is made, provided all required documentation has been filed on a timely basis with the appropriate Vice President. However, a separate check shall be issued as tuition reimbursement and shall not be considered as salary. The appropriate Vice President must receive the proper forms and official transcript before the semester and/or summer term and the faculty member shall be reimbursed in the first salary payment of the fall semester after the appropriate Vice President has received the proper forms and official transcripts. Faculty members no longer employed by the College of Lake County at the time of the payment date shall not qualify for reimbursement.

5. Expenses for professional activities other than courses shall be reimbursed as provided in Article 29.

6. Reimbursement for travel or other expenses shall not be applicable whenever there is reimbursement pursuant to this Article for tuition/fees for courses.

ARTICLE 27
JOB SHARING

A. GENERAL:

Job sharing is a voluntary program where two (2) tenured faculty instructors, with the express written approval of the College, agree to share the responsibilities and benefits of one (1) existing full-time teaching position for a designated period of time. The faculty members may be within one division or may be in different divisions but both instructors must be fully qualified and capable of teaching the existing full-time position.

B. APPLICATION PROCEDURE:

Instructors who wish to job share shall submit a written application and proposed plan for a job sharing arrangement to the Administrator of their division and to the Vice President for Educational Affairs by February 15 of the year preceding the academic year the arrangement is requested. The proposed plan will identify the participants and responsibilities of the instructors and shall include, but not be limited to, a detailed description of the division of instructional responsibilities, the scheduled work hours and/or days of each instructor, substitution procedures in the event of illness, provisions for attendance at departmental and divisional meetings, and arrangements to maintain office hours. The Vice President for Educational
Affairs will review the request and if she or he believes it is in the best interest of the College, may recommend the job share arrangement to the President of the College. Recommendations for job sharing shall be submitted by the President to the Board of Trustees which, in its sole discretion, may approve the job share.

C. SALARY AND BENEFITS:

Participants in job sharing positions shall be placed appropriately on the salary schedules and their salaries shall be prorated according to a percentage of the full-time position worked. All employment benefits including, but not limited to, fringe benefits, SURS contributions and sick leave shall be prorated according to the percentage of time worked. For example: For every ten (10) days of sick leave earned by full-time tenured faculty, a tenured faculty member working a 60% job sharing position would earn six (6) days of sick leave.

Participants in job sharing positions shall receive salary step advancement at the start of the school year following accumulation of the equivalency of one (1) year of full-time service. For example: A faculty member working a 50% job share arrangement would need two (2) years of half-time service to move one step on the salary schedule.

D. LENGTH AND NUMBER OF JOB SHARING ARRANGEMENTS:

The length of a job sharing arrangement shall be for one (1) academic year. In the event one participant cannot complete a job sharing plan due to illness or other emergency, at the College's election, the other participant may be required to assume the full-time teaching responsibility of the position. No more than three (3) job sharing arrangements may exist at any time.

E. ATTENDANCE AT REQUIRED MEETINGS:

The parties acknowledge that the participants in the job sharing arrangement must fulfill all professional obligations including attendance at departmental meetings, observance of office hours and availability to students.

F. SENIORITY:

Participants in the job sharing program will earn and accrue seniority in proportion of the time worked. The parties agree that a tenured instructor's participation in an approved job sharing program will not affect the instructor's tenured status.

ARTICLE 28
TUITION WAIVER
Each full-time or retired full-time faculty member, his/her spouse, domestic partner and dependent children, 23 years of age or younger, shall be eligible to enroll tuition free in credit courses offered by the College. **This benefit does not include a waiver of any fees such as the required student activity, laboratory or registration fees or other supplementary fees required for courses.** This right The tuition waiver benefit shall be limited to thirty-six (36) hours per individual per twelve (12) month period commencing with the fall semester. The right to participate hereunder shall not include the right to avoid payment of any student activities or laboratory, materials or other supplementary fees required for such course(s). Courses taken pursuant to this Article shall not qualify for salary column advancement.

**Eligibility requirements and a list of the qualified courses can be found in the College Procedure Manual – 947 Tuition Waiver.**

**ARTICLE 29**

**TRAVEL REIMBURSEMENT**

Faculty members who travel on pre-approved College-related business will be reimbursed by the Board subject to the following:

1. Pre-approval shall be by the appropriate immediate supervisor and the appropriate Vice President.

2. The distance traveled for purposes of reimbursement will be computed from the permanent College site or from any other previously approved point of departure.

3. Mileage reimbursement shall be computed at the amount allowed for deduction without itemization by the Internal Revenue Service. Where air or railroad travel shall be designated, the cost of coach transportation shall be used.

4. Other actual expenses for approved expenditures, subject to reasonable maximums established by the President or designee. The Vice President for Administrative Affairs or designee may authorize expenditures in excess of the above under extraordinary circumstances.

5. The amount budgeted for a faculty member by the Board for the purpose of travel reimbursement shall not be construed as an upper limit of the amount of reimbursement available to an individual faculty member as long as the total funds budgeted for this purpose are not exceeded, but neither shall such budgeted amount be construed as a required expenditure in the absence of travel assignments deemed to be of significant benefit to the College.

**ARTICLE 30**

**USE OF COLLEGE FACILITIES**
A. The Union shall have the right to hold its membership meetings on College property provided such meeting will in no way interfere with any aspect of the instructional or administrative program, that such meeting entails no additional maintenance or custodial expense, and that the facilities are available. When such meeting entails additional maintenance or custodial expenses, the Board may make a reasonable charge therefore. The Union shall contact the Dean of Business Services or designee regarding the availability of the desired College facility and make advance reservations for such prior to scheduling any meeting which is to be held on College property. This paragraph shall be inapplicable to any meeting of more than twelve (12) persons where less than ninety percent (90%) of those attending are employees of the College.

B. Appropriate representatives of the Union shall have access at reasonable times to the College facilities and equipment without cost, including computers, copying equipment, fax machines, and other miscellaneous equipment. Use of equipment and consumables shall be subject to the approval of the Dean of Business Services or designee. The Union shall reimburse the Board for any consumables and for the cost of repair due to negligent operation of such equipment occasioned by the use thereof by the Union. The use of such equipment shall be on site, shall not interfere with the instructional or administrative program of the College, and shall be subject to reasonable regulation as shall be prescribed by the Dean of Business Services or designee.

C. The Union shall have the right to place notices on bulletin boards designated for faculty use and in faculty members' mailboxes. All bulletin board notices shall be signed or initialed by an authorized Union representative. A copy of any item placed in faculty mailboxes shall be concurrently furnished the President or designee, except this requirement shall not be applicable to any material which shall be individually addressed to a specific faculty member(s).

D. The Board shall provide the Union with an office for use by the Union for legitimate Union business. The office shall be equipped with a desk, desk chair, filing cabinet and bookcase, provided that thereby the Board shall incur no responsibility or liability of whatsoever nature for such desk, cabinet and bookcase. A telephone shall be provided for said office, provided that the Union shall be responsible for reimbursing the Board for the cost of all long distance calls made on the Union's telephone. A mailbox shall be designated for mail addressed to Union officers. The Union shall also be provided with space on a College server to support a Union Web page.

E. The College will provide to program coordinators who are full-time faculty members access to the College's student production system through the College's administrative computer network from the coordinators' homes to the same extent currently afforded administrators.
The College will provide full-time faculty members with access from the faculty member’s home computer to an internet service provider under one of the following conditions:

1. The faculty member is preparing an online course that has been approved by the Vice President for Educational Affairs or teaching an online course.

2. Faculty who have identified in their syllabus a significant portion of a course as using online instruction, e.g. using email to communicate with students; using the Internet for assignments or exams; using the Internet for research purposes; and/or other instructional purposes may apply through the Dean to the Vice President with an explanatory memo and a copy of the syllabus.

3. Faculty who wish to learn more about the potential for online instruction may receive short-term access as they participate in a Teaching and Learning Center course about online instruction.

ARTICLE 31
PARKING

The Board shall make a reasonable effort, within available resources, to provide adequate parking for faculty, students, College staff, and appropriate publics. In cooperation with the College’s Facilities Use and Planning Commission, the College will expand membership on the Health and Safety Subcommittee to include two (2) members appointed by the Faculty Union. This subcommittee will advise the commission and administration on parking and safety issues and procedures.

ARTICLE 32
COLLEGE CALENDAR

The President of the College shall annually (but not later than November 15) appoint a committee to prepare a calendar for recommendation to the Board of Trustees. Such committee shall include at least three (3) tenured faculty members who shall be selected from a list (of not less than four (4)) provided by the Union president or designee no later than November 1.

The Board shall foster procedures which allow the rotation of faculty members' participation in the registration process.

ARTICLE 33
ACADEMIC FREEDOM
It is assumed that each faculty member shall engage in those activities which shall at no time be detrimental to the College. Faculty members shall be free to present instructional materials which are pertinent to the subject and level taught and shall be expected to present all facets of controversial issues in an unbiased manner.

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

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

A. The teacher is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his/her other duties; but research for pecuniary return should be based upon an understanding with the authorities of the institution.

B. The teacher is entitled to freedom in the classroom in discussing his/her subject, but the faculty member should be careful not to introduce into his/her teaching controversial matters which have no relation to his/her subject. Limitations of academic freedom because of religious or other aims of the institution should be clearly stated in writing at the time of the appointment.

C. The College or university teacher is a citizen, a member of a learned profession, and an officer of an education institution. When the faculty member speaks or writes as a citizen, he/she should be free from institutional censorship or discipline, but his/her special position in the community imposes special obligations. As a person of learning and an educational officer, the teacher should remember that the public may judge his/her profession and his/her institution by his/her utterances. Hence, the faculty member should at all times be accurate, should exercise appropriate restraint, should show respect for the opinion of others, and should make every effort to indicate that he/she is not an institutional spokesperson.

ARTICLE 34
USE, ACCESS AND OWNERSHIP OF INTELLECTUAL PROPERTY

A. Institutional Materials (College Owned Materials)
The College owns and may use and have unlimited access to materials developed as part of the faculty member's work which supports the institution's relationship with governmental agencies and accrediting bodies. These "institutional 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.

B. Instructional Materials (Faculty Owned Materials)

Faculty members own and may use and have unlimited access to any "instructional materials" which they create, including, but not limited to, syllabi, handouts, study guides, artistic renderings such as sculptures or drawings, models and other instructional materials prepared for any course regardless of the method of course delivery. Instructional materials may be in the form of written or printed work, artistic media, videotape, audiotape, computer disk, compact disc or other physical or electronic forms.

1. **College Right of Use and Access**: The College shall have the right of use and access to instructional materials for the following purposes: Responses to requests by accrediting agencies; providing course information to students; assisting students in completing an assigned incomplete for which materials have been created, in the event of the absence of the instructor; to help respond to requests for information relating to a student's transfer to other institutions; to use as models for other faculty; and to respond to formal complaints about a course in which a student has been enrolled.

2. **Impermissible Purposes**: 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 faulty to plagiarize or appropriate such materials.

3. **Faculty Member's Sale, Lease, Assignment or Transfer of Any Ownership Right**: A faculty member may sell, lease, assign or transfer any rights to his or her instructional materials, except that:

   - The faculty member must notify the College in writing of the sale, lease, transfer or assignment of any interest in the materials and any sale, lease, transfer or assignment of any interest in the property must be subject to and made clear in writing that the College continues to have the right to have access and use of the materials as described above.
C. Intellectual Property Developed with Extra-Ordinary Support or Express Agreement (Joint Ownership)

1. Extra-Ordinary Support: Any materials developed by faculty members with more than usual and customary level of support from the College will be jointly owned by the College and the faculty member. "More than usual and customary support" is clerical or office support beyond normal levels or any other support provided by the College in the form of monetary incentives or release time, sabbatical leave or stipend, beyond the normal levels provided to faculty by the College in order to prepare and deliver course instruction.

For these materials neither the College nor the faculty member may sell, lease, transfer or assign any interest in them without the written consent and agreement of the other party.

2. Express Agreements: Where the College and the faculty member have entered into an express written agreement pertaining to the use, access and ownership of material, that agreement shall govern how income, if any, shall be divided between the faculty member and the College.

The faculty member and the College shall use the form attached and marked "Appendix: Intellectual Property Rights Agreement" to memorialize the respective rights of the parties.

D. Limitations on Videotaping or Recording of Classes

1. General: Video and audio taping or recording of classes shall be only at the initiation of the faculty member teaching the course and may be used only at the discretion of the faculty member. The faculty member has the right to modify and dispose of these tapes or recordings.

2. Interactive Distance Learning: The above limits on taping and recording extend to distance learning classes. In no event will video or audiotapes or recordings of a faculty member's lecture, performance or presentation be rebroadcast or used by the College without the consent of the faculty member. The College will dispose of the tapes or recordings no later than two weeks after the tapes or recordings were made, unless otherwise agreed to by the College and faculty member.

ARTICLE 35
TENURE

A. The parties acknowledge the Public Act 81-1100 amended the "Public Community College Act" effective January 1, 1980 (a copy of which is reprinted at the end of this Agreement for informational purposes only) with the purpose of providing for the
acquisition of tenure of certain faculty members and for other purposes. If a court of
compétent jurisdiction shall nullify such Public Act or interpret such Public Act as to
be prospective only as regards the acquisition of tenure, or if it shall be repealed by
the General Assembly, the parties agree to promptly execute an amendment to this
Agreement adding the provisions regarding acquisition and retention of tenure as
were contained in the Agreement between the parties during the 1978-79 and 1979-80
years.

B. Any dispute with respect to any matter arising under Public Act 81-1100 shall be
submitted and processed pursuant to the provisions of Article 7 of this Agreement,
provided that the arbitration provisions of Article 7 shall not be applicable, unless
mutually agreeable.

C. In all cases where the conduct or performance of a tenured faculty member has
been such that it could lead to a formal dismissal proceeding against him for cause,
such formal proceeding shall be preceded by an informal meeting. Such meeting
shall include the Vice President for Educational Affairs or designee and the
appropriate associate dean or designee, and shall be held at a reasonable time.
The affected faculty member shall have the right to be present and present such
information as deemed pertinent, and to be accompanied thereat with a
representative. The President or designee shall be invited to attend. The meeting
shall be for the purpose of advising the faculty member of the nature of the conduct
or performance which has led to the possibility of a dismissal and, except in non-
remediable cases, discuss ways to improve the conduct or performance short of
formal dismissal proceedings. Any material of a derogatory nature which is to be
used in a dismissal procedure shall be tendered to the faculty member for initialing
before being permanently entered into the faculty member's personnel file. Initialing
shall mean only that the faculty member acknowledges receipt of the material, not
that the faculty member necessarily agrees with the content of the material. The
source of such materials shall be identified.

SECTION FIVE: FACULTY OBLIGATIONS

ARTICLE 36
OFFICE HOURS

A. The purpose of office hours is for faculty to be accessible to students and to
be able to assist students in a timely manner. Faculty members shall be required
to keep ten (10) office hours per week. An campus office hour is defined as a
period in which the faculty member is physically present in one's office and at a time
convenient to students. Faculty members who teach at more than one
location may hold office hours at the secondary location(s), i.e. the other
campus, the education center, an extension site, a clinical setting, or for on-
line faculty at home. Online offices hours are further defined as a period in
which the faculty member is virtually present and signed in to programs such
as e-mail and/or course management systems such as Blackboard. Faculty response should be as synchronous as possible. Office hour periods are to be no shorter than thirty (30) minutes. As required by their professional responsibilities, the faculty member may use some office hour time to attend work-related meetings with administration and faculty.

B. **Faculty members shall be required to keep ten (10) office hours per week.** Office hour periods are to be no shorter than thirty (30) minutes. Faculty members shall keep at least one (1) office hour each day at a college facility, extension site, or clinical setting, Monday through Friday, except when the College shall not be in session, and except one of such days in the week may be omitted if the faculty member is not regularly scheduled to teach on such day (provided the foregoing exception shall not be construed to excuse the faculty member from other responsibilities which may occur on such day, including the necessary advance scheduling of appointments with students.

C. If the faculty member shall be required to be elsewhere on the campus for a prolonged period of time during scheduled office hours, notice thereof shall be posted in a conspicuous manner and place and shall indicate when the faculty member will return. Faculty members shall post a schedule of their office hours at the beginning of each semester and a file copy of the same with their dean. The office hours held in the faculty member’s primary campus office shall be reduced by the same percentage as the number of load hours assigned at the secondary site is to fifteen (15), provided that in no event shall the faculty member be able to hold more than four (4) office hours at a secondary location or online without prior approval of their Dean. Office hours held at secondary locations and/or online must be scheduled and posted.

D. Faculty members who teach at more than one location may hold office hours at the secondary location(s), i.e. the other campus, the education center, an extension site, a clinical setting, or for online faculty at home. The office hours held in the faculty member’s primary office shall be reduced by the same percentage as the number of load hours assigned at the secondary site is to fifteen (15), provided that in no event shall the faculty member be able to hold more than four (4) office hours at a secondary location or online without prior approval of their dean. Office hours held at secondary locations and/or online must be scheduled and announced.

D. Office hours associated with alternative load (release hours): Each load hour of alternative load would will reduce office hour requirements by two-thirds (2/3) of an office hour. If one’s entire load consisted of alternative load hours, then fifteen (15) hours x two-thirds (2/3) results in a reduction of ten (10) office hours. The parties understand that these office hours would be regained through the required time on task hours per week as: fifteen (15) load hours x two and one-third (2 1/3) clock hours time on task = thirty-five (35) clock hours per week. **It is understood that these time-on-task clock hours do not necessarily equate to time physically spent in one’s office.**
F. If granted release time for responsibilities which require the faculty member to routinely be off campus for the entire work day (8:00 A.M. to 4:30 P.M.), such faculty member shall be exempt from office hours on such day. In addition, the total number of required office hours shall be reduced by the same ratio as the number such released hours is to fifteen (15), provided that in no event shall the faculty member be exempt from more than four (4) office hours.

E. If the faculty member shall be required to be elsewhere on the campus for a prolonged period of time during scheduled office hours, notice thereof shall be posted and shall indicate when the faculty member will return and shall be placed in a conspicuous manner. Faculty should also give notice of change of office hours to the Division office. Faculty members shall post a schedule of their office hours at the beginning of each semester and a file copy of the same with their Division office.

F. In addition to scheduled exam times, faculty will be available to students five (5) office hours during final exam week with a minimum of one (1) hour on days when there is a scheduled final exam according to the College’s official final exam schedule. For faculty who held secondary campus location office hours, including online, the required hours to be held in the faculty member’s primary office may be reduced by the same percentage to five (5) as they were reduced during the semester. A copy of the faculty member’s final exam week schedule shall be posted and a copy submitted to the Division office.

G. During winter/summer session, faculty recognize the need to fulfill professional responsibilities to make themselves available outside of class to address questions or concerns of students. To that end, faculty shall hold a total of eight (8) office hours per class taught, distributed over the time the class is taught. Office hours for faculty whose load is based on contact hours will equal five (5) hours for each load hour, for a total of thirty (30) contact hours per load hour. Only during the winter/summer session may all office hours be completed online for courses that do not have any scheduled meeting times (online and telecourse teleweb).

ARTICLE 37
TUTORING AND OTHER SERVICES

Faculty members shall accept no remuneration, directly or indirectly for tutoring or supplying services or equipment of any kind to members of their own classes except as specifically contracted or requested by the College. No tutoring, for which a faculty member receives a fee, shall be permitted on the campus of the College of Lake County, nor will any of its facilities or equipment be used for such purpose. Faculty members shall not use their relationship as a teacher or as an employee to solicit business or seek financial enrichment from any student at the College. A faculty
member shall not conduct any business on the campus of the College on a continuing basis for financial gain (other than as authorized by or contracted with the Board).

**ARTICLE 38**
**OUTSIDE COMMITMENTS**

Employment by the College must be regarded as a full-time profession which demands the full interest and energies of a faculty member; therefore, any outside commitment must not interfere with the performance of the regular duties of the faculty member or adversely affect proficiency. Any outside commitment which would conflict with a faculty member's contractual obligations to the College shall be avoided. Within this limitation, faculty members are encouraged to participate in community service and related activities.

**ARTICLE 39**
**QUALIFICATIONS TO TEACH BE A FACULTY MEMBER**

The College will establish the minimum qualifications necessary for the faculty to teach courses **all full-time faculty positions. The qualifications would be maintained on the Intranet.** Qualifications will be developed and established with reference to recognized regulatory authorities, professional organizations, and accrediting organizations, and in consultation with faculty and administration. The College will make the final determination with respect to required qualifications and teaching assignments. The Union may not grieve the decisions of the College in this regard.

In establishing qualifications to teach particular courses **or work in a particular department** the College will take into account the requisite experience (instructional, professional and occupational), educational credentials and background, and currency and relevant abilities and skills, including oral, written, and interpersonal skills. The necessary qualifications and criteria to teach will **may** vary depending on the course and the discipline/program. Every faculty member is assigned a primary discipline upon hire. If a faculty member wishes to teach **or work** in another discipline/department, the faculty member must submit a written request to the division dean who will consider such issues as academic credentials, currency in the field, work experience, and program/discipline/department needs.

In limited circumstances, the College may allow faculty members to teach a course **or work in a department** on a temporary basis for which they are not fully qualified. Allowing or assigning faculty who are not fully qualified to teach a course **or work in a department** temporarily, does not affect the College’s right to establish qualifications and does not entitle the faculty member to teach the course **or work in a department** in subsequent semesters.
SECTION SIX: LEAVES

ARTICLE 40
DRUG TESTING AND CRIMINAL BACKGROUND CHECKS

A. Requirements of Faculty Overseeing Clinical Experiences

The Board and Union recognize that in the case where faculty members whose students participate in a clinical experience and are required by an outside agency (e.g., a hospital) to submit to a drug test and/or criminal background check, the following shall apply:

Drug Testing Procedure

1. Faculty shall undergo a urine drug screen at College expense during an academic term during which he/she teaches but not more than once in a fiscal year unless otherwise required by the clinical site or as required by paragraph 7 below. Whenever possible, the drug screen will occur on or before the first day of the academic term during which the faculty member teaches.

2. The urine drug screen will be conducted at a hospital or facility designated by the College.

3. The Director of Nursing Education or other appropriate administrator will notify the faculty member of the date and time to complete the drug screen according to the instructions provided by the administration.

4. At the time of testing, the faculty member will sign a Urine Drug Screen consent form, provide a picture ID upon request and follow the instructions of the screening representatives. The College will direct the testing hospital or facility to split the urine samples and to test one sample and to maintain the other sample for future testing, if necessary.

5. The result of the urine drug screen will be reported to the Office of Director of Human Resources. Positive test results will be reported to the faculty member.

6. If the initial drug screen is positive, the faculty member will be provided the opportunity to have the split sample tested, if one exists, to provide information to refute the positive result or, at the College’s expense, complete a more extensive drug test.

7. If the positive drug test result is not adequately refuted, at a minimum the faculty member will not be permitted to supervise clinical experiences for the remainder of the semester and until re-evaluated. The College reserves the right to take
any appropriate disciplinary or employment action against the faculty member, up to and including termination from employment.

Criminal History Background Check Procedure

1. Faculty will complete a consent form to perform a criminal history background check as required for the College to obtain a criminal history background on that faculty member.

2. The results of the criminal history background check will be reported to the Office of the Director of Human Resources.

3. If a faculty member’s criminal background history check reveals a disqualifying conviction, as defined in the Illinois Health Care Worker Background Check Act, or one which is related to health care program-related fraud or patient abuse, or identified the faculty member as a sexual predator, or which otherwise indicates that the faculty member is not suited for work at a Clinical Agency, the faculty member will not be permitted to supervise clinical experiences. Before taking any disciplinary action, the appropriate administrator will meet with the faculty member to inform him or her of the results of the criminal background history check and provide the faculty member an opportunity to refute, correct or explain the results. Where the criminal background check and subsequent review shows the faculty member has convicted of a criminal offense disqualifying the faculty member from the clinical program, the College reserves the right to take any appropriate disciplinary action or employment actions against the faculty member, up to and including termination from employment.

ARTICLE 41
HEALTH AND INJURY LEAVE

A. Each faculty member shall be entitled to fifteen (15) days (120 hours) of health and injury leave for the first full academic year and fifteen (15) days (120 hours) for each academic year thereafter. Unused health and injury leave days shall accrue to a maximum of 435 days (3,480 hours). Faculty members who work less than a full year shall receive health and injury leave on a pro rata basis. Faculty members employed during the summer session shall be entitled to additional health and injury leave as provided in Article 17. Faculty who have accumulated four hundred twenty (420) days (3,360 hours) or more of health and injury leave at the start of any academic year will be permitted to use the fifteen (15) days (120 hours) of health and injury leave issued at the start of that academic year prior to using previously accumulated sick leave.

If a faculty member shall have given written notice of retirement no later than January 15th preceding the fiscal year in which the retirement is effective, and at the beginning of the final academic year of service shall have accrued at least one
hundred eighty (180) unused health and injury leave days (1,440 hours), he/she shall be assured that on the date of retirement, he/she shall have a minimum of one hundred eighty (180) accumulated health and injury leave days (1,440 hours) irrespective of the number utilized during such final academic year for illness or disability.

If a faculty member is absent and misses all obligations for a day, such as scheduled class(es), office hour time and/or scheduled meeting(s)/event(s), he/she will have eight (8) hours of health and injury leave deducted for the day.

If a faculty member is absent for some, but not all of his/her obligations for the day such as scheduled class(es), office hour time and/or scheduled meeting(s)/event(s), he/she will have four (4) hours of health and injury leave deducted for the day.

Faculty who have their load calculated as contact hours will have health and injury leave deducted based on the actual scheduled hours missed.

B. Health and Injury Leave is intended for those times when the faculty member is too ill or is prevented by injuries from meeting contractual obligations or where there is a serious illness or death in the immediate family. For purposes of this section, immediate family shall include parents, spouses, domestic partners as defined in this contract, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law and legal guardians; and serious illness shall mean one which threatens or appears to threaten the life of the immediate family member or a medical emergency involving such family member. Health and Injury Leave shall not be applicable to surgical or other procedures which may be postponed without significant medical effect to the summer or holiday or vacation period. An affidavit from the faculty member's physician that such postponement will have a significant medical effect shall be determinative.

C. A faculty member's cumulative unused Health and Injury Leave shall be indicated on the first or second salary installment of the academic year.

D. Absence due either to an injury occasioned by an assault by students or resulting from negligence of the College which occurs while the faculty member is within the scope of employment and is operating in conformance with Board policy shall not be deducted from the faculty member's accumulated Health and Injury Leave. The faculty member shall suffer no loss of salary during such absence, provided the Board is reimbursed the amount of such salary from any salary loss award, judgment, settlement, proceeds of insurance, or other compensation or remuneration which may be received from whatsoever source as consequence of such injury. This paragraph shall cease to apply when the faculty member shall become eligible and begins to receive benefits under the State Universities Retirement System. If the faculty member shall not become eligible for such disability benefits because of the operation of this paragraph, whether because of the accumulation of Health and Injury Leave days or otherwise, this paragraph shall
be deemed of no further force of effect, provided the faculty member shall not thereby be deprived of the benefit of all accumulated Health and Injury Leave days prior to commencement of such disability benefits.

ARTICLE 42
SPECIAL EMERGENCY LEAVE

A faculty member shall be granted a Special Emergency Leave of Absence with or without pay to cope with emergency situations which require the faculty member's participation which cannot be processed during times when the faculty member is not assigned to classes or other duties. Written application for such leave shall be submitted as soon as circumstances reasonably permit preceded by appropriate advance oral notice of the leave rationale to the faculty member's immediate supervisor. The President or designee may authorize an extension of such leave with or without pay to permit a faculty member to cope with emergencies which require the faculty member's participation. Such leave with pay shall be chargeable against Health and Injury Leave, provided that in any academic year the first three (3) days used as Special Emergency Leave shall not be so chargeable.

Two (2) days of Special Emergency Leave may be taken per academic year to deal with a circumstance which is less than an emergency, but cannot nevertheless be reasonably concluded on a day or at a time when the faculty member is not required to be on campus. These days shall not be taken during the first week of class or the final exam week of any semester, commencement, or the faculty work day before or after any holiday or extended school break. Written notification of such leave shall be submitted as soon as circumstances reasonably permit preceded by appropriate advance oral notice of the leave rationale, which may be the term "personal reasons," to the faculty member’s immediate supervisor. Calculation of Special Emergency Leave shall be in accordance with the provisions of Article 40A.

ARTICLE 43
COURT APPEARANCE

A faculty member summoned to court for jury duty or as a subpoenaed witness in which the individual is not a litigant (except as a named defendant as a consequence of actions performed within the scope of employment at the College) shall be granted leave of absence with pay to attend. A deduction shall be made from pay in an amount equal to the compensation received for such duty or attendance, provided such deduction shall not include reimbursement for travel or meal expenses. If the faculty member is a litigant (except as a named defendant as a consequence of actions performed within the scope of employment at the College) in a court appearance, this Article shall not be applicable for more than three (3) days in any single academic year. A faculty member so summoned shall make every effort to meet classes and other obligations when services are not required by the court.
ARTICLE 44
GENERAL LEAVE OF ABSENCE

A. A tenured faculty member may be granted up to two (2) year's leave without pay for advance study, an exchange teaching assignment, travel, governmental service, or any other professional experience which is related to the faculty member's field of teaching or employment, or which will improve professional competence as a college faculty member. Nothing herein shall preclude an agreement to provide some form of compensation from the Board during such period of leave. Leave requests shall be in writing, submitted through the appropriate Vice President for consideration by the Board of Trustees and shall include any request for compensation not to exceed $3,000. Benefits and rights accrued to a faculty member prior to the effective date of the leave shall be granted upon return. A faculty member returning from leave shall have the right to return to the same teaching discipline(s). Failure to return to employment upon termination of leave shall constitute termination of employment. Notice of intention to return shall be given by February 15 of the year in which the faculty member plans to return, or if the leave was for less than a year, by such date as shall be established by the dean and the President with notification to the faculty member.

B. A tenured faculty member who enters the military service of the United States involuntarily shall be granted leave on an annual basis, renewable upon request up to four (4) years. Notice of intention to return shall be given as provided in the preceding paragraph.

C. The Board may also grant General Leaves of Absence to faculty members with or without pay for other reasons. Such leaves shall not be for more than one (1) academic year in length. Benefits and rights which accrue to the faculty member prior to the effective date of the leave shall continue upon return. In any leave of eight (8) or more months duration, notice of intention to return shall be given in writing by the faculty member to the President on or before February 15 of the calendar year in which the faculty member is to return. Failure to give such notice shall be treated as a notification of election not to return to employment and as a resignation from the College. Failure to return to employment upon termination shall likewise constitute termination of employment.

D. The leave of absence shall be pursuant to other terms and conditions as prescribed non-precedentially by the Board of Trustees and accepted by the faculty members, including whether such leave shall constitute service pursuant to Public Act 81-1100 (Acquisition of Tenure) and/or experience which qualifies the faculty member for advancement on the salary schedule.

E. The granting of any General Leave of Absence pursuant to this or any other article of this Agreement which by the terms thereof is not mandatory, shall be at the sole
discretion of the Board and the granting or withholding of any such leave shall not be precedential.

ARTICLE 45
SABBATICAL LEAVES

A. Governing Principles

1. Sabbatical Leaves may be granted for the purpose of improving the quality of services provided to the constituents of the College of Lake County. A member of the faculty who is granted such leave may improve said services by:

   a. Engaging in projects or activities that will result in the development of tangible materials which will improve or enhance the faculty member’s assignment at the College or,

   b. Informal or formal advanced study selected to improve the faculty member’s competence in his/her assignments at the College or which expands his/her capabilities to serve the College in a designated area of need.

   c. Internships at the College, other educational institution or professional associations.

   d. Engaging in projects or activities that support College goals or missions such as teaching abroad, performing research in multicultural education, or sustainability.

2. Sabbatical Leaves are not intended to provide opportunities for financial gains. Therefore, applications for Sabbatical Leaves shall include a description of any salaries, grants or fellowships expected to be received during the leave period. Following conclusion of the leave, the faculty member shall file a report with the President or designee of all salaries, grants or fellowships actually received during the leave period.

3. Individuals on Sabbatical Leave will receive all rights and privileges of faculty. These include retirement contributions, insurance, hospitalization and salary increments on the faculty compensation schedule. Subject to Paragraph C below, the salary shall be computed as though the individual were performing usual duties at the College.

B. Eligibility

Application for An award of a Sabbatical Leave may be made by any faculty member who has been employed by the College in a full-time professional faculty capacity for a minimum of six (6) consecutive contractual academic years.
C. **Leave Plans**

An eligible employee shall have the option of requesting either of the following plans of sabbatical leaves:

1. One full academic semester on full salary for the semester,

2. One full academic year of two semesters at one-half of the individual's contract salary for the full year.

3. One full academic year of two semesters teaching at one-half load but at the individual's full contract salary for the leave period.

D. **Application**

Eligible applicants shall make formal application in writing to the President not later than February 15 for all sabbatical leaves for the subsequent academic year. Applications may also be submitted no later than September 15 for leaves for the subsequent spring semester if such shall be available. The College and Union will stipulate to a standard application as found in the Appendix. Each application shall include:

1. The leave plan desired.

2. The academic period for which the leave is desired.

3. Specific purpose for which the leave is desired and the relationship of said purpose to the person’s College assignment.

4. Detailed plan for the period of leave, including verification of arrangements, if necessary.

5. Any special arrangements necessary or occasioned by the nature of the leave plan desired including any assistance needed from Information Technology (I.T.), Institutional Effectiveness, Planning and Research (IEPR), or other appropriate departments (e.g., Student Development) along with a letter of support for this assistance.

6. Salaries, grants, and other payments anticipated during the period of the leave.

7. An identification of the method(s), if any, by which the outcomes of the sabbatical will be reported or implemented.

Request for Sabbatical Leave shall be reviewed by the Sabbatical Leave Committee for determination of eligibility and recommendation.
E. Sabbatical Leave Committee

1. The committee to review Sabbatical Leave Proposals from the faculty shall be composed of four (4) faculty members appointed by the Union President and three (3) persons appointed by the President of the College. At least one (1) of the faculty members serving on the committee shall be a continuing member from the previous year, if he/she chooses.

2. In consultation with the Office of the President, the Sabbatical Committee will develop, update, maintain and disseminate a rubric to use in evaluating proposals.

F. Criteria for Recommendation

Criteria to be used by the Sabbatical Leave Committee in determining recommendations for sabbatical leave, in order of decreasing priority shall be:

1. Quality of Proposal:
   a. Benefit to the individual that will improve service to the College and College community.
   b. Organization acceptability and completeness of leave plan with verification where applicable.
   c. Ability of the faculty member to explain, clarify and defend the proposal to the committee.

2. Years of teaching experience at the College of Lake County.

3. Reasonable distribution of applicants within the College in any given year.

4. Previous Sabbatical Leaves: Faculty who have not been granted a sabbatical leave within the previous seven (7) years shall be given consideration over faculty who have been granted a sabbatical leave within the previous seven (7) years.

G. Approval

Recommendations for Sabbatical Leave shall be submitted by the President to the Board of Trustees for approval. The approval of any leave may be conditioned in any manner as the Board may deem appropriate. Board approval of sabbatical
leaves shall be made not later than January 1 for subsequent spring semester or June 1 for subsequent academic year.

Sabbatical leaves shall be processed by a formal contract between the Board and the faculty member. Such agreement shall include a promise that the faculty member granted the sabbatical leave who shall not return to the College for at least two (2) years immediately thereafter shall repay the salary received from the College during the leave period, provided such repayment may be extended over a period not to exceed two (2) calendar years if such repayment is appropriately secured by other than the promise to repay, and, provided further, that if upon the expiration of the leave such faculty member is precluded from returning to employment because of a medical disability, the obligation to repay shall be deferred until such disability is alleviated as to permit the faculty member to return to employment.

H. Reporting

As a condition of such leave, the Board may provide that the faculty member submit a comprehensive report with respect to his activities during the period of such leave to the Vice President for Educational Affairs.

I. Number of Leaves

The Board shall annually budget sufficient funds to implement at least four (4) semesters of paid faculty sabbatical leaves per academic year. These funds may be allocated so an individual faculty member shall receive at least one (1) and no more than two (2) semesters of paid leave, provided a faculty member granted such leave may also be granted an equal amount of leave of absence without pay. The leave shall be granted if the applications are determined to be meritorious by the Sabbatical Leaves Committee and by the President. The President shall recommend the number and length of leaves to be granted after consultation with the Committee. **If the minimum number of sabbatical leaves is not granted in a particular year, any sabbatical leaves not awarded will be carried over to the next year. No more than seven (7) sabbatical leaves will be awarded in any one (1) academic year.**

ARTICLE 46
FAMILY LEAVE

A. Child Bearing Leave

A female faculty member shall be eligible to use health and injury leave for periods of time when a physician determines that she is incapacitated because of a condition related to pregnancy. A faculty member requesting health and injury leave may be required to submit a letter from her attending physician confirming the beginning and/or ending dates of disablement arising from the pregnancy. Nothing in this
article precludes the College from requiring a medical examination as specified in Article 8 (Medical Examination).

If a female faculty member exhausts her accumulated Health and Injury Leave prior to the termination of such sickness or disablement which arose from her pregnancy or the birth of her child, she shall be granted leave of absence without pay or other benefits for the balance of such sickness or temporary or permanent disability payments under the State Universities Retirement System, whichever shall first occur.

B. Parental Leave

Parental leave shall be available to a faculty member who has 1.) given birth to a child, 2.) fathered a child, 3.) adopted a child age eight or younger, or 4.) become the legal guardian of a child age eight or younger. The maximum period of such parental leave shall be one (1) academic year and the balance of the academic year in which the leave commences, provided a second or successive such leave shall not be granted if the faculty member has not returned to full-time employment for at least two (2) consecutive semesters following completion of the earlier leave.

Application for parental leave shall be made in writing to the appropriate Vice President or designee at least ninety (90) calendar days prior to the anticipated beginning of the leave. The faculty member and the appropriate Vice President or designee shall, as a condition of such leave, agree upon a reasonable plan for the commencement and termination of such leave, taking into consideration the particular time factors that pertain. The primary consideration shall be that continuity of instruction for the students be maintained to the maximum possible degree.

Health and Injury Leave shall not be applicable for the period of the parental leave, but any accumulated Health and Injury Leave available at the time of the commencement of the parental leave shall be available upon termination of the parental leave and return to employment at the College.

Parental leave shall be without pay and without any other benefits which may accrue to any other faculty member, provided a faculty member on parental leave may at his/her own expense maintain participation in the group health and group life insurance plans by making timely advance payments to the Business Office of all premiums due on at least a quarterly basis.

The period of parental leave shall not constitute experience which qualifies for recognition on the salary schedule, except that any faculty member granted a parental leave who has actively performed faculty duties on a full-time basis for at least one full semester of the year (prior to the parental leave or after the parental leave) shall be deemed to have completed a full year for the purposes of any applicable movement on the salary schedule.
A faculty member shall be granted leave of absence without pay for up to twenty (20) consecutive working days if he/she becomes the legal guardian of one (1) or more minors of twelve (12) years of age or younger. Such leave of absence may be extended by the appropriate Vice President for an additional period of up to twenty (20) consecutive working days, and may be extended further (not to exceed the period authorized by the first paragraph on this parental leave provision) by the Board of Trustees upon a showing that such additional leave of absence is reasonably necessary to assure the well-being of such minors.

In all instances where a faculty member shall be granted a parental leave of eight (8) or more months in duration, notice of intention to return shall be given in writing by the faculty member to the President on or before February 15 of the calendar year in which the faculty member is to return. Failure to so advise the President shall be treated as notification of election not to return to employment and as a resignation from the College.

Should the pregnancy be terminated by other than a live birth, or if the child shall not survive, the faculty member may request the cancellation of the parental leave if it has not yet commenced, or if the leave is underway, the termination of such leave at an earlier date, and the Board shall grant such request if an appropriate position is available and such will not create any liability for the College with respect to any other person.

If the total of a faculty member’s child bearing leave and parental leave is more than one semester in an academic year, or a duration of more than sixteen (16) weeks during which the faculty member normally has professional responsibilities, the faculty member will have an additional year of probationary status added to the period of time necessary to qualify for tenure status. If the total of a faculty member’s child bearing leave and parental leave during any one semester is more than eight (8) weeks in duration during which time the faculty member normally has professional responsibilities, the faculty member will have an additional semester of probationary status added to the period of time necessary to qualify for tenure status. If the leave is eight (8) weeks or less, no additional time is added.

For the purposes of this article, periods during which faculty have professional responsibilities include orientation week, all instructional weeks and final exams week.

ARTICLE 47
REDUCED LOAD FOLLOWING LEAVE

A. Faculty members who are returning to employment at the College following either:
   (a) a Child-Rearing Leave, or (b) a Health and Injury Leave necessitated by an illness or injury so serious that a reduced work load is advisable, shall have the right to return to full-time faculty status at sixty percent (60%) of the normal full-time load, that is, a load at which no overload pay shall be applicable. Such reduced load may
be increased to accommodate normal multiples of class hour assignments, or such reduced load may be increased to any amount by agreement of the faculty member. Such reduced load shall be applicable for a period not to exceed the balance of the academic year in which the faculty member returns from leave, and one (1) additional academic year, provided that for good cause shown the Board may disallow such one (1) additional academic year, and provided further such period of reduced load may be extended in the full discretion of the Board. The granting or withholding of any extension shall not be precedential.

Disputes that arise over this section shall, at the option of the Union, be resolved through expedited arbitration, wherein the arbitrator shall render a decision within forty-eight (48) hours of the hearing.

B. When such a faculty member returns with a reduced load, his/her salary and fringe benefits shall be pro-rated.

C. The faculty member shall be eligible for advancement on the salary schedule as provided in Article 13 of this Agreement if his/her total service during the academic year is equal to at least fifteen (15) hours of full-time teaching for an entire academic year.
INTELLECTUAL PROPERTY RIGHTS AGREEMENT

AGREEMENT made this ____ day of _____________, 200_, between the Board of Trustees of the College of Lake County, District 532, State of Illinois (“College”), and ________________ (“Instructor”).

WHEREAS, Instructor is employed by the College as _____________________; and

WHEREAS, Instructor has developed certain intellectual property described below (“IP”) with Extra-Ordinary support from the College as that term is defined in Article 3 of the 2007-2010 Collective Bargaining Agreement between the College and the College of Lake County Federation of Teachers, Local 394, AFT; and

NOW, THEREFORE, in consideration of their mutual promises and undertakings and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

A. Incorporation of Preamble Recitals
   The above recitals are incorporated in and made a part of this Agreement.

B. Definition of Intellectual Property and Derivative Work
   The intellectual property (“IP”) governed by this Agreement consists of [specifically describe the IP], and also includes all derivative works, which are defined for purposes of this Agreement as works based upon or incorporating the IP or parts of the IP.

C. Ownership and License Rights
   The parties agree that the IP shall be jointly owned by the College and the Instructor. Neither the College nor the Instructor may sell, lease, transfer or assign any interest in the IP without the written consent and agreement of the other party.

D. Income Shares in Revenue from IP
   Any revenue from the IP or derivative works shall be divided between the College and the Instructor in the following percentages:

   Eighty Percent (80%)
   Instructor

   Twenty Percent (20%)
   College

   All administrative costs incurred in the production, marketing and sale of the IP shall be paid from the Instructor’s share of such revenues. Accounting for and distribution of income from sale of any license to use or other interest in the IP shall be
performed by the Instructor on a quarterly basis. The College shall have the right to audit the accounting at any time.

E. Copyright/Patent/Licensing Costs
Any copyright, patent or licensing costs, as applicable, shall be borne by the Instructor at his sole cost and expense.

F. Warranties and Indemnification
Instructor warrants that the IP is his/her original expression or creation or, if the IP or part of the IP is not his original expression or creation, that necessary permission for use has been obtained from the owner, and that the IP does not infringe upon the legal rights of any third parties. The Instructor agrees to defend, indemnify, and hold the Board and its members harmless from any and all claims, demands, actions, proceedings, liabilities, costs, damages and expenses including, without limitation, attorneys’ fees which may be asserted against or incurred by them arising out of or in connection with any claim by a third party which is inconsistent with any warranty made by the Instructor.

G. Notices
In the event notice is to be given by either party to the other, such notice shall be given in writing sent by certified mail, return receipt requested, to the other party at the address shown below, or as either party may otherwise direct in writing to the other party from time to time:

COLLEGE OF LAKE COUNTY

c/o Vice-President for Educational Affairs

19351 W. Washington

Grayslake, IL 60030-6601

INSTRUCTOR:

[Address]

H. Scope of and Amendments to Agreement
This Intellectual Property Rights Agreement constitutes the entire agreement between the parties, superseding all previous oral and written agreements with respect to the IP and may be amended only by a written instrument signed by both parties. This Intellectual Property Rights Agreement extends for five (5) years from the date the Instructor first teaches the course for which the work described in Section B above was developed.

IN WITNESS WHEREOF, the parties have executed this Agreement this ___ day of ______________, ___.

INSTRUCTOR

BOARD OF TRUSTEES OF COLLEGE

OF LAKE COUNTY, DISTRICT 532

By: ________________________________

Secretary

By: ________________________________

Chairman
MEMORANDUM OF UNDERSTANDING

The following agreement is made between the Board of trustees of Community College District No. 532 (“College”) and the College of Lake County Federation of Teachers, Local 2934, IFT-AFT/AFL-CIO (“Union”) and shall be subject to the terms and provisions of the 2007-2010 Collective Bargaining Agreement between the parties:

Facilities/Classroom Use
The parties hereby agree that faculty and students shall receive priority to facilities use as follows:

- The College makes every effort to schedule classes in the appropriate instructional space.

- If a class needs to be relocated, every effort will be made to relocate the comparable instructional space. Under ordinary circumstances, faculty members will be notified in writing at least 4 weeks in advance of the relocation.

- In the event of the need to relocate to comparable facilities, the Dean or appropriate administrator will make every effort to notify the faculty member as far in advance as possible. This notification provision does not apply to emergencies and other circumstances beyond the College’s control.

- If there are no comparable facilities, and a relocation is necessary, notification of the conflict must be made at least two weeks prior to the start of the term so that the class syllabus can be adjusted as needed.

This Memorandum of Understanding is open to future modification pending mutual agreement between the parties.

____________________________      ________________________
For the Union                                                For the Board
____________________________
Date                                                            Date