

Revisions as of 03/02/07
Revisions as of 03/15/07
Revisions as of 3/22/07

AGREEMENT

for

Academic Year(s)

~~2004~~2007-05 08, 20052008-06 09 and 20062009-07 10

By and Between The

LAKE LAND COLLEGE FACULTY ASSOCIATION
IFT-AFT, Local 2296, AFL-CIO

and

LAKE LAND COLLEGE
Community College District #517
Board of Trustees

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ARTICLE I

Recognition, Definitions, and Rights

A. DEFINITIONS USED THROUGHOUT THE CONTRACT

For purposes of this agreement:

~~41. The term "academic year" - refers to~~ the fall semester and the immediately following spring semester.

~~32. The term "Association" - refers to~~ the Lake Land College Faculty Association, Local 2296 of the Illinois Federation of Teachers--American Federation of Teachers, AFL-CIO.

~~13. The term "Board" - refers to~~ The Board of Trustees of the Illinois Community College District #517 in the State of Illinois.

~~154. "Campus" shall mean the 5001 Lake Land Boulevard property and such other locations where Lake Land College classes are held and where faculty members supervise or serve students at approved locations.~~

~~25. The term "College" - refers to~~ Illinois Community College District #517 (Lake Land College).

~~186. "Dependent" shall mean the employee's legal spouse and/or any unmarried children under 23 years of age per the IRS tax code.~~

~~97. For purposes of this agreement the term "Employee"~~ shall, for any academic year, mean and include any individual who meets any one **(1)** of the following conditions: (a) is engaged exclusively in teaching or services directly related thereto consisting of thirty **(30)** equated semester hours per academic year or their equivalent and performs services directly related to such teaching not less than thirty **(30)** clock hours each week during the academic year, or (b) is engaged in providing academic support services for not less than forty hours each week, or (c) is engaged in providing both teaching and academic support services whereby the combination thereof satisfies the equivalent of the foregoing, or (d) is engaged in teaching and/or academic support services, or their equivalent, fifty percent

(50%) or more of the time. In determining time devoted, actual hours will be considered.

~~138. For purposes of this agreement the term "Fringe benefits" refers to holidays, personal and sick days, health insurance, dental insurance, life insurance, cafeteria plan and any other benefits paid by the College.~~

~~119. The term "Good faith" is defined as~~ the mutual responsibility of the Board and the Association to deal with each other openly and fairly and to sincerely endeavor to reach agreement on items negotiated.

~~1210.~~ A "Grant-funded position" ~~is defined as~~ a position in which fifty percent (50%) or more of the salary for that position is paid from grant funds as reported on the Restricted Purposes Fund (Fund 06) of the general ledger. Non-grant-funded positions covered by this collective bargaining agreement as of the date of this agreement shall remain as non-grant-funded positions through the expiration date of this agreement.

~~1011.~~ The term "Notice" ~~means~~ a written notice delivered in person or deposited in the U.S. mail by certified or registered mail, postage prepaid, addressed to the employee's last known address.

~~512.~~ The term "Regular semester" ~~is defined as~~ any fall or spring term which is Board approved as a part of the Academic Calendar.

~~813.~~ The term "Seniority" ~~refers to~~ the number of years of full-time employment at the College starting from the employee's original date of hire or if service has been broken by termination, from the employee's most recent date of hire.

~~1714.~~ "Significant other" ~~shall mean~~ one who stands in place of a spouse and resides in the home of the employee.

~~715.~~ The term "Summer session" ~~refers to~~ the period of time from and including the afternoon after grades are due for the spring term through and including the day before Opening Day/Staff Development for the fall term which is Board approved as a part of the Academic Calendar.

~~616.~~ The term “summer term” ~~refers to~~ the period of time from and including the first day of summer classes through and including the grade due date and time for the summer term which is Board approved as a part of the Academic Calendar.

~~617.~~ “Ten day” for the fall and spring semester shall mean the end of the 10th instructional day. Summer semester is the end of the 5th instructional day.

~~618.~~ “Work week” shall contain five calendar workdays during which faculty members are expected to perform professional duties.

B. RECOGNITION

The Board hereby recognizes the Association as the exclusive and sole collective bargaining agent for all employees as defined in Article I, Section A.9.

C. RIGHTS

1. The Association recognizes that the Board has the responsibility and authority to manage and direct, in behalf of the public, all the operations and activities of the College to the full extent authorized by law. This includes all executive and management functions, the determination of the overall College budget, the establishment of qualifications, the selection of and direction of employees, the promotion, transfer, dismissal, or demotion of employees, and the approval or termination of all courses and programs of instruction in the College. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, and the adoption of policies, rules, regulations and practices, shall be limited only by the specific and express terms of this contract and then only to the extent such specific and express terms are in conformance with the Constitution and laws of the State of Illinois and the Constitution and laws of the United States.

The Association further recognizes that the Board may delegate its authority to manage and direct all the operations and activities of the College to the administrative staff and that those customary and usual rights, powers, functions and

authority possessed by management are vested in the administration and the administration shall continue to exercise such powers, duties, and responsibilities during the term of this agreement.

2. The Board agrees to participate in good faith negotiations with the duly designated representatives of the Association. The Association and the Board agree that negotiations, in good faith, will encompass the following items: salaries, hours, and other terms and conditions of employment.
3. It is the responsibility of the Board and the Association to confer upon their respective representatives the necessary power and authority to make proposals, consider proposals and make counterproposals in the course of negotiations and to reach tentative agreements which shall be presented to the Board and the Association respectively, with explicit reasons for the adoption of same. The obligation to urge adoption of the tentative agreement does not preclude either the Board or the Association from discussing the relative merits of all provisions of the tentative agreement with their respective groups.
4. Facts, information, opinions, and proposals will be exchanged freely during the meeting or meetings in an effort to reach mutual understanding and agreement.
5. No employee or applicant shall be discriminated against or favored because of Association membership or activities or lack thereof, sex, marital status, parental status, handicap, age, race, national origin, or religion. The Board and the Association also agree not to interfere with the right of any employee to become or not to become a member of the Association and that there shall be no discrimination against any employee because of Association membership or nonmembership.
6. The College will deduct dues from the earnings of each Association member, who shall authorize the same in writing, in an amount determined by the Association, provided that the annual dues to be deducted shall be uniform for each Association member. Such deductions shall be made no later than thirty (30) calendar days following receipt of the written authorization in the College accounting office. A dues authorization may be revoked by written notice of any member

who makes such an election. The authorization shall be deemed automatically revoked with the issuance of any Association member's last paycheck.

7. In accordance with section 11 of the "Illinois Educational Labor Relations Act: (H.B. 1530), employees covered by this contract who are not members of the Association will be charged a fair share fee for representation and services rendered in an amount not to exceed the annual fee uniformly charged members of the Association. The fair share fee shall be certified by the Association to nonmembers and to the College as the reasonable cost for representation and services rendered in accordance with the provisions of section 11 of the "Illinois Educational Labor Relations Act," which are expressly incorporated herein by reference. The fair share fee will be deducted by the College from the earnings of the nonmember employees and will be paid promptly to the Association or to a bona fide nonreligious charitable organization if nonmember employee(s) object based upon bona fide religious tenets or teachings.

- a. The dues collected and listing of the Association members for whom dues deductions were made shall be forwarded promptly to the treasurer of the Association following such deductions. In addition, a listing of non-Association members and their fair share fee deductions will be forwarded to the treasurer of the Association.

For purposes of verification, the Association shall annually provide to the Vice President for Business Services a listing of fair share payees by November 1.

- b. If an Association member withdraws membership from the Association, he/she will pay a fair share fee for the remainder of the year proportionately equal to the amount of annual Association dues not paid. The Association will notify the accounting office when a member withdraws from the Association.
- c. If the College deducts and remits such dues or fair share fee as required in this article, the Association shall indemnify, hold harmless, and defend the College from any

action, complaint, suit, or other proceedings which may be brought in relation thereto.

8. The Association shall continue the right to post notices of its activities in the normal areas of the College, use employees' mailboxes, use electronic postings, and use College buildings for meetings so long as prior notice of the meeting has been given to the College and the location approved and there is no interference with orderly processes of the College.
9. Recognizing the students' rights to gain an education, Board or Association views on negotiations shall not be shared with students (with the exception of the official student board member during Board executive sessions) during the conduct of normal College business.
10. The Association will promptly furnish copies of any pertinent information as reasonably requested by the Board or its representative. The Board will promptly furnish copies of any pertinent information as reasonably requested by representatives of the Association. Nothing herein shall require the Board or the Association to research and assemble information if it is not readily available from existing records or reports.

D. CORRECTIONAL CENTER EMPLOYEES

1. Only Vandalia and Danville Correctional Center employees are covered under this contract.
2. The College and the Association acknowledge that the provisions within this collective bargaining agreement govern grant-funded faculty members currently teaching at Vandalia and Danville Correctional Centers in the following areas:
 - a. Article I, Recognition, Definitions, and Rights.
 - b. From Article II, Conditions of Employment: Initial placement for new employees (II, B, 7a and b), Life insurance (II, C1), Health, major medical, and dental insurance (II, C2), Retirement Provisions (II, C3), Worker's Compensation (II, C4), Tuition Waiver (II, E), Leave for Jury Duty or Court Attendance (II, F3), Maternity and Parental

Leave (II, F6), Family and Medical Leave (II, F7), Employee Benefits While on Leave (II, F8), Military Leave (II, F9), and Training/Retraining Program (II, G).

- c. Article III, Grievance Procedure.
 - d. From Article IV, Professional Rights and Responsibilities: Intellectual Property Rights (IV, A), Workplace Harassment (IV, B), Employee Personnel File (IV, C), and Discipline and Discharge (IV, D).
 - e. Article V, Performance Evaluation of Faculty Members: All provisions apply, excluding student evaluations, which are not performed.
 - f. Article VI, General Provisions.
3. The College and the Association acknowledge that the contract between Lake Land College and the Department of Corrections govern grant-funded faculty members teaching at Vandalia and Danville Correctional Centers in the following areas:
- a. Conditions of Employment: Instructional loads, travel policy, Sick Leave, Bereavement, Sabbatical Leave, General Leave of Absence, Planned Retirement Program, Salary Guidelines except for paragraphs 4, 9, 10, 11, and Breaks and Holidays.
 - b. Professional Rights and Responsibilities: Job Description.
 - c. In the event that correctional educational services are canceled by action of the Department of Corrections employees shall continue to report to their workstation in accordance to their normal work schedule. During periods of lock down employees may be assigned non-instructional duties, which do not require specialized training nor require use of force, weapons or direct conflicts with inmates. Employees may elect to use vacation days in lieu of providing such services.
 - d. Employees are required to report to the appropriate Associate Dean any close associate, relative, family member or friend who they know are employed by the

Department of Corrections or another contractor with the Department of Corrections or is incarcerated within the Illinois Department of Corrections.

- e. Employees shall not accept any secondary employment in which the employee knowingly comes in frequent contact with inmate or releasee nor shall employees knowingly socialize with or engage in any business transactions with any inmate or releasee or a relative or known close associate of an inmate or releasee except in the performance of an assignment which has been approved by his/her immediate supervisor.
4. ~~The College and the Association acknowledge that the decision rendered in the LLCFA grievance, which was submitted to binding arbitration (Appendix F),~~ *The Illinois Department of Corrections' contract with the College* determines annual salary increases ~~for the length of this contract~~ for those faculty members teaching at Vandalia and Danville.
5. The College and the Association acknowledge that grant-funded faculty members currently covered by this collective bargaining agreement (i.e., those instructors teaching at Vandalia and Danville Correctional Centers prior to the date this agreement was signed) and who remain under this agreement shall maintain seniority rights for any and all services they are qualified to render in the event of a reduction in force. In the event of a reduction in force, all grant-funded faculty members who become members of this bargaining unit after July 1, 2004 will have seniority rights limited to other grant-funded positions in which they are deemed qualified to render a service.
6. The College and the Association acknowledge that future grant-funded faculty members who become members of this bargaining unit after July 1, 2004 will have annual salary increases determined by the guidelines established by the Department of Corrections. These same criteria would apply to other grant-funded positions covered by faculty contract.
7. The College and the Association acknowledge that individuals working within a Department of Corrections facility operate

under a fiscal year calendar of July 1 to June 30th and do not operate under the Academic year as stated in Article I, A4.

8. The College and the Association acknowledge that individuals working within a Department of Corrections facility shall receive approved time off in accordance with the Department of Corrections contract.
9. The College and the Association acknowledge that in the event of unforeseen changes in the annual Department of Corrections contract with the college (i.e. those not listed under I, D), the Department of Corrections contract will prevail.
10. Salary level for initial placement:

Level	2004-05, 2005-06 and 2006-07 Minimum Base Salary (12 month)
* T (Technical)	\$36,392
T+15 credit hours	\$37,092
T+30	\$37,792
T+45	\$38,492
A (Associate)	\$39,192
A+15	\$39,892
A+30	\$40,592
A+45	\$41,292
B (Bachelor)	\$41,992
B+15	\$42,692
M (Master)	\$43,392
M+15	\$44,092
M+30	\$44,792
M+45	\$45,492
PhD	\$46,825

*requires a minimum of 2,000 hours of work experience in the area

ARTICLE II

Conditions of Employment

A. INSTRUCTIONAL LOAD

1. The development of the final master schedule is the responsibility of the Vice President for Academic Services who will be assisted by the Associate Vice President(s), Dean(s) and Division Chairpersons. The process of developing the master schedule will involve consultation with instructors and counseling staff.
2. Each Division Chairperson, Librarian, Counselor, Director, Advisor and Coordinator providing academic support services shall maintain a forty (40) hour week on campus and/or approved location. In instances when academic support services are less than full-time and released time is granted, the required time on campus shall be prorated relative to the assigned duties.
3. A normal load for an instructor is thirty (30) equated semester hours per academic year. A normal full load or its equivalent during any one (1) academic year may be derived from any course offered by the College. In addition to the above load formula, the following factors will be considered in the preparation of the master schedule:
 - a. The instructor should have three (3) or fewer unique preparations a semester if possible.
 - b. The instructor shall not be assigned for more than two (2) consecutive hours of lecture unless by mutual agreement of the instructor and division chairperson.
 - c. The normal workday for an instructor will not exceed an eight (8) hour span unless required to satisfy the instructor's teaching load or by mutual agreement between the instructor and the division chairperson.
 - d. The following courses which involve substantial student writing assignments will have an assigned class limit not to exceed twenty-five (25) students:

Compositions Skills, Composition I, Composition II, Writing for Industry, Business Communications, and Advanced Formatting.

The class limit for such courses may be waived by the mutual consent of the instructor and the division chairperson.

A full-time teaching load may consist of four (4) of the above-listed courses taught in the traditional classroom environment (i.e., face-to-face instruction) per semester. Any faculty member with fewer classes than four (4) of the above-listed courses will carry the same teaching load as other teaching faculty.

- e. In courses which are lecture laboratory, laboratory, lecture clinic, clinic, or a combination thereof, each one (1) hour of laboratory or clinic will be equated as ~~.75 semester hour credit~~. *.77 (2007-08), .785 (2008-09), and .80 (2009-10) per semester hour of credit. In courses which are nursing clinical hours, each one (1) hour of clinic will be equated as: .80 (2007-08), .85 (2008-09), and .90 (2009-10) per semester hour of credit.*
- f. In Supervised Occupational Experience the instructor's teaching load will be determined at the rate of one (1) equated semester hour of teaching load for each unit of 13.5 student credit hours generated per academic term. The single exception to the ratio of 1:13.5 shall be the John Deere Ag Tech SOE's which shall be equated at the ratio of one (1) hour of teaching load for each unit of nine and one-half (9½) student credit hours generated per academic term.
- g. All full-time teaching faculty will be assigned a minimum of fifteen (15) advisees, and those assigned more than forty (40) will be compensated at the rate of .5 equated hours release time/overload pay per each increment of ten (10) advisees. Following schedule applies:

41-50 advisees = .5 hrs. release time per semester
51-60 advisees = 1.0 hrs. release time per semester

61-70 advisees = 1.5 hrs. release time per semester
71-80 advisees = 2.0 hrs. release time per semester
81-90 advisees = 2.5 hrs. release time per semester
(Continues as above)

Each division shall receive each semester a listing of all advisors (including chairpersons) and the number of assigned advisees for each. This list will be circulated by the Division Chair to each member of the division.

- h. Maximum class size for all courses, excluding PED 209, PED 210, and those limited due to special circumstances and with the approval of the Vice President for Academic Services, should be 30 students. However, the Division Chair reserves the right to place two (2) additional students in a course without instructor approval. Instructor approval for any student above thirty-two (32) must be obtained. The instructor shall receive an additional 0.5 equated credit hour (ECH) toward instructional load for classes with 35-45 students. For every additional ten (10) students (or fraction thereof) beyond forty-five (45) students, an instructor shall receive an additional 0.75 ECH toward instructional load.
- i. full-time instructors shall have first priority for all classes-day, evening, and summer. Once a class has begun, no instructor can be displaced unless needed to complete a load for a full-time instructor. Full-time instructors shall have first priority for all classes to make load. For the purpose of this paragraph, load is defined as 15 hours per semester and 30 hours per year. Once a class has begun, no instructor can be displaced unless needed to complete load for a full-time instructor. All attempts shall be made to displace a part-time instructor from a class before displacing the overload hours of another full-time instructor. Regular load hours of a full-time instructor shall not be taken to make load for another full-time instructor.
- j. ~~Full-time employees shall have "first right of refusal" for all courses, overloads, and other duties for which they are qualified and which are offered by the College. An employee shall be deemed qualified for courses, overloads~~

~~and/or other duties by meeting the minimal qualifications as established by the College. Full-time instructors shall have "first right of refusal" for all courses and overloads before the last day changes can be made to the official published college schedule as established by the Office of Public Relations. Full time instructors shall also be notified and have first right of refusal for any courses added after the official published schedule deadline. Under extenuating circumstances, with the approval of the Vice President for Academic Services, exceptions to the above first right of refusal language may be granted. Full-time bargaining unit employees shall also have first right of refusal for all other duties for which they are qualified and which are offered by the College. Full-time bargaining unit employees shall be deemed qualified for courses, overloads and/or other duties by meeting the minimal qualifications as established by the College.~~

- k. ~~Seniority shall prevail for all overloads, academic support services, job vacancies, job consolidation, reduction in force providing qualifications are met as defined in "i." above. For full-time instructors seniority shall prevail for all overloads provided seniority rights are exercised before the last day changes can be made to the official published college schedule as established by the Office of Public Relations. Full time instructors shall also be notified and have first right of refusal for any courses added after the official published schedule deadline. Under extenuating circumstances, with the approval of the Vice President for Academic Services, exceptions to the above seniority rights language may be granted. Seniority shall also prevail for all academic support services; job vacancies, job consolidation, and reduction in force providing qualifications are met as defined in j above.~~ A full-time tenure track teaching or academic support vacancy will be posted internally for 10 consecutive College business days in which classes are being taught on campus. A qualified faculty member wishing to pursue the vacancy will have 5 days from the last day the position was posted internally to notify the appropriate vice president of his/her intent to fill the position. If the appropriate vice president is not notified within this specified time limit, the faculty member can

apply for the position but he/she will be treated as an external candidate.

1. Employees who have submitted resignations under the terms of the Planned Retirement Program shall remain in their current positions unless a change in position is mutually agreed by the employee and the College.

It is understood that employees accepted by action of the Board of Trustees into the Planned Retirement program are subject to job evaluations as provided in Board Policy No. 05.02.09 and are subject to annual offers of re-employment. It is further understood that the Planned Retirement program is a retirement plan, not a contract for employment.

4. Instructors will:

- a. Be on campus, or approved location, for not less than thirty (30) hours a week. A minimum of three (3) hours a college day must be served on the campus or a location approved by his/her Division Chairperson and Vice President for Academic Services.
- b. Each instructor shall maintain at least five (5) scheduled office hours on campus and/or approved location per week for consultation with students. The weekly schedule for office hours shall be posted and displayed in a conspicuous place. Any changes in such office hours shall be posted in a similar manner.
- c. The difference between the time spent in class, preparation, office hours, and the thirty (30) hour requirement may be distributed as the instructor deems necessary to act as a sponsor for co-curricular activities, College committee work, division and departmental meetings, preparation of reports, participation in College-wide recruitment activities for new students, and other activities of a similar or relevant nature.

5. Teaching load and overload assignments:
- a. No instructor or chairperson having a full-time assignment shall be assigned or permitted more than ten (10) equated semester hours of overload each academic year with no more than six (6) equated overload hours a semester. *These equated credit hours shall be calculated based on the equated credit hours as represented on the official course outline form on file with the college. Not included in this calculation are equated hours in the form of additional stipends for such activities as teaching online or in a distance learning environment, advisement, additional duties compensation, etc. The above calculation is used for determination of maximum overload assignment and shall have no bearing on overload compensation.* By mutual consent of the instructor, Division Chairperson, and Vice President for Academic Services, this regulation may be waived.
 - b. No instructor will be required to teach more than thirty (30) equated semester hours per academic year.
 - c. Overload assignments for each instructor will be designated at the time the course schedule is finalized by the Vice President for Academic Service's office.
 - d. Instructors who do not make their normal teaching load during the fall and spring semesters will be subject to the following conditions:
 - 1) The instructor may elect a prorata salary reduction on the basis of the number of equated hours actually taught compared to a minimum of thirty (30) equated semester hours.
 - 2) Accept one (1) or more assignments relating to the instructor's qualifications by direction of the College which will provide the equivalent to a full teaching load based on three (3) clock hours of effort per week for each equated hour of load to satisfy the minimum requirements.

- 3) If the instructor elects not to accept option 1 or 2, the Vice President for Academic Services shall assign the instructor to an equivalent summer load, provided assignments are available.
6. No Division Chairperson will assign himself/herself or any other instructor an overload assignment in a given semester within a specific teaching field when any other member of the division qualified in that field does not have a full load.
7. Division Chairpersons will have faculty status and will teach a minimum of fifteen (15) equated credit hours per academic year. The Division Chairperson's administrative duties shall be specified in a separate standard agreement between the Division Chairperson and the College. ~~The appropriate vice president will solicit voluntary, individual feedback from the faculty concerning the performance of their Division Chair/supervisor annually.~~ *Each academic year, the appropriate vice president will solicit voluntary, individual feedback from the faculty concerning the performance of their division chair/supervisor.*
8. Distance Education
 - a. Interactive Video-Based Courses
 - 1) An instructor shall receive 1.33 semester hours of credit toward instructional load for each equated credit hour (ECH) of interactive video classes offered at one (1) base station and one (1) or more remote sites.
 - 2) The mutual consent of the instructor, division chairperson and Vice President for Academic Services is required in order to offer interactive video classes with more than 2 remote sites.
 - 3) *An Interactive Video Based* Distance Education Committee shall convene when deemed necessary by the College or the Association to establish guidelines governing the offering of all distance learning courses that originate from sources other than Lake Land College. The committee will be made up of the Vice

President of Academic Services and two (2) administrative appointments made by him/her and three (3) faculty members appointed by the Association President.

b. Online Courses

- 1) An instructor shall receive 1.33 semester hours of credit toward instructional load for each equated credit hour (ECH) of online classes.
- 2) Unless otherwise agreed between the instructor, Division Chair and Vice President for Academic Services, online class size shall be limited to 15 students the FIRST time an instructor teaches an online class.
- 3) Class size shall be limited to 25 students for all future semesters the instructor teaches a class online. The class limit for such courses may be waived by the mutual consent of the instructor and the division chairperson.
- 4) If there is a demand, additional sections of the online class can be offered with the mutual consent of the instructor, division chairperson and Vice President for Academic Services.
- 5) **An Online Course** Distance Education Committee shall convene when deemed necessary by the College or the Association, to establish guidelines governing the offering of all distance learning courses that originate from sources other than Lake Land College. The committee will be made up of the Vice President of Academic Services and two (2) administrative appointments made by him/her and three (3) faculty members appointed by the Association President.

c. **Hybrid Courses**

- 1) *Effective spring semester 2008 a hybrid course is defined as one for which regularly scheduled classroom time is replaced consistently throughout the*

semester by required activities completed at distance and managed online.

- 2) The face-to-face component must be between 1/2 and 2/3 of the total course hours. For example, a course may meet 50% face-to-face and 50% online. The rationale for this requirement is as follows:*

A standard ratio provides predictability for students and for the course scheduling process.

There needs to be an upper and lower limit set on the ratio so as to define a hybrid course separately from a web-enhanced course or an online course.

- 3) The ratio of face-to-face versus online time for each course offering must be established beforehand and cannot be altered during the semester. Further, both face-to-face and online times must be scheduled at regularly spaced intervals throughout the semester. For example, it is not acceptable to meet the first half of the semester face-to-face and then finish the semester online. Face-to-face meetings should occur every week.*

- 4) A course schedule clearly outlining the meeting dates of the course shall be provided in the semester schedule. The course schedule should also note that the course is hybrid and that it is delivered partially online.*

- 5) The online portion of the class should utilize Lake Land College's learning management system.*

- 6) To accommodate variations in course content and delivery modes, exceptions can be made to the above guidelines. However, to ensure predictability for students, these exceptions will require approval of the Vice President for Academic Services.*

- 7) In order for a course to be designated as a hybrid course, an official documented proposal must be submitted and approved by the Vice President for*

Academic Services, which illustrates that the hybrid criteria are met before the course can be added to the master schedule.

8) Payment for hybrid courses will receive 1.17 semester hours of credit toward instructional load for the total ECH of the course.

B. SALARY GUIDELINES

1. The salary range (see B.7.) applies to a nine-month (9) base contract relating to the academic years 2004-05, 2005-06, and 2006-07. One-ninth (1/9) of the nine-month (9) base contract salary will be added for each additional month for employees who are employed more than nine (9) months. A proportionate amount will be paid for any contract less than a month.

Academic support faculty who are under summer contract will be guaranteed to work 300 hours during the summer session for two-ninths (2/9) of the nine-month (9) contract salary. Academic support faculty who work less than or more than 300 hours will be paid an hourly rate based on the following formula:

Rate per hour equals 9-month salary divided by (number of days in the academic calendar year multiplied by 8 hours per day).

2. Summer term will be by special contract. Full-time instructors will be paid one-ninth (1/9) of the contract salary a month for two (2) months for a full load. Salaries for contracts extending beyond the two-month (2) period will be computed on a prorata basis. Full-time instructors teaching less than a full load will be paid on a proportionate basis. A summer term full load is defined as eight (8) equated semester hours. Equated credit hours exceeding eight (8) hours will be paid at the overload rate for those excess hours. No overloads will be assigned without prior approval of the Vice President for Academic Services.

Each academic year a two (2) year plan shall be prepared based upon the projected needs of the educational program. This plan will identify courses and instructional activities which are expected to be offered during summer term. In order to

provide staff members with an equitable opportunity for summer employment each division will prepare a two (2) year rotational plan identifying those staff members who will be offered summer term employment consistent with the educational needs plan. Each division shall prepare an equitable summer rotation plan that is mutually acceptable to the division and the Vice President for Academic Services. The educational needs plan and the division rotational plan shall be reviewed annually and revised as needed.

3. Compensation for overload assignments (teaching assignments in excess of thirty (30) equated semester hours in the academic year or eight (8) equated semester hours in the summer session) will be paid at the rate of ~~\$590 for 2004-05, \$615 for 2005-06, and \$640 for 2006-07~~ *\$665 for 2007-08, \$700 for 2008-09, and \$725 for 2009-10* per equated semester hour.
4. Instructors supervising an independent study *or limited student* course shall be paid ~~fortyfourty-five (\$45)~~ dollars *per student* per credit hour upon the student being officially enrolled in the course at midterm or the student's successful completion of the course. *For independent study courses* The initial instructor/student agreement in determination of the successful completion of the course shall be subject to the approval of the Associate Vice President for Educational Services. *Compensation for limited student classes offered in an online environment will follow the conditions set forth in Article II A.8.b.1, contingent upon the following condition being met.*

That the course be originally placed in the schedule and advertised 30 days prior to the start of the semester, to the public, as a traditional online course. If this condition is met, contract language shall apply and the 1.33 factor shall be applied to the ECH of the course before the amount stipulated in the contract for the teaching of an independent study class is applied.

It is further understood that the language in Article II.A.8.b.1 does not apply to any courses created specifically as an independent study course, or any class created during the semester itself.

The Associate Vice President for Educational Services may approve payment to the instructor in special circumstances when all requirements for successful completion have not been met.

5. Instructors as approved by the Vice President for Academic Services certifying material for life experience credit under the Associate and Liberal Studies degrees will be paid according to the following schedule. Student requests for credit as approved by the Vice President for Academic Services will constitute the basis for instructor compensation.

<u>Equated Semester Hours Credit</u>	<u>Compensation</u>
0-4	\$20
5-11	\$40
12-18	\$60
19-32	\$80

6. ~~The academic year will be defined as 169 days with at least one day of the required faculty development days to be planned by a Staff Development Committee consisting of the Associate Vice President for Educational Services, a representative from each academic division and one nonteaching faculty member appointed by the President of the Faculty Association.~~

~~All employees shall participate in planned activities as assigned by the appropriate vice president(s), associate vice president(s), dean(s), and division chairperson(s). *The academic year will be defined at 169 days with at least one (1) day of the required faculty development days to be planned by a Staff Development Committee consisting of the Associate Vice President for Educational Services, a representative from each academic division and one (1) non-teaching faculty member appointed by the President of the Faculty Association.*~~

~~All employees shall participate in at least *three (3) hours of planned activities on a designated Fall staff development day as assigned by the appropriate vice president(s), associate vice president(s), dean(s), and division chairperson(s), unless otherwise pre-approved for individualized development on that day by the appropriate supervisor.*~~

All employees shall participate in at least six (6) hours of planned activities over two (2) designated Spring staff development days as assigned by the appropriate vice president(s), associate vice president(s), dean(s), and division chairperson(s), unless otherwise pre-approved for individualized development by the appropriate supervisor. To encourage flexibility and development throughout the year, pre-approved internal or external activities may be applied towards the six (6) hours of Spring staff development. For every three (3) hours of development accumulated, the individual will not be required to come to campus on one (1) of the designated Spring development days. So:

3 hours of development = 1 day of Spring staff development
 6 hours of development = 2 days of Spring staff development

The pre-approved internal or external activities must be completed on or before the Spring staff development day(s) in order to be applied as credit. Credit will accumulate and reset on an annual basis, beginning the day after the previous year's Spring staff development and ending on the current year's Spring staff development.

7. The faculty salary schedule seeks to provide assurance of fair placement at the entry-point of employment and salary advancement for pre-approved and completed educational coursework, as specified below:

Level	2004-05, 2005-06 and 2006-07 Minimum Base Salary (9 month)
* T (Technical)	\$27,294
T+15 credit hours	\$27,819
T+30	\$28,344
T+45	\$28,869
A (Associate)	\$29,394
A+15	\$29,919
A+30	\$30,444
A+45	\$30,969
B (Bachelor)	\$31,494
B+15	\$32,019
M (Master)	\$32,544
M+15	\$33,069

M+30	\$33,594
M+45	\$34,119
PhD	\$35,119

*requires a minimum of 2,000 hours of work experience in the area

- a. All candidates interviewing for a full-time position covered by this contract shall receive a copy of the contract.
- b. Initial placement for new employees will be governed by the following provisions:
 - 1) Substitute teaching either in or outside the system shall not be considered as creditable experience. Amount of experience credit for military service shall be one (1) year for each two (2) years of military service not to exceed four (4) years credit.
 - 2) In consultation with the appropriate vice president, \$525.00 will be added to the new employee's base salary for each previous year of direct creditable teaching experience *in field for which they were the individual was hired. For academic support, credit will be given for professional experience directly related to the position for which they werethe individual was hired.*
 - 3) \$212.50 will be added to new employee's base salary for each previous year of directly related professional experience, as determined by the appropriate vice president, and approved by the President.
- c. Salary advancement for current employees will be governed by the following provisions:
 - 1) Employees who qualify to advance from one (1) educational or training level (Article II, B. 7) to another will be compensated ~~an additional~~ \$525.00. *These increases which* will be added to the employee's current base salary *at the beginning of the next fall or spring semester,* prorated to reflect the date of completion. Employees who received an earned ~~doctor's~~ *doctoral* degree shall receive ~~an additional~~ \$1,000. ~~, which will be added to~~

~~the employee's current base salary, prorated to reflect the date of completion.~~

2) Educational hours earned may qualify an employee for advancement from one educational or training level to another if ~~they~~the individual meets the following requirements:

A) Coursework must be at or above the employee's current educational level.

B) Coursework must be directly related to the employee's assigned area of responsibility.

23) Credit earned outside the employee's assigned area of responsibility or subject matter *or below the employee's current educational level* must have prior approval by the appropriate Vice President.

34) Non-traditional courses, clinics, and seminars must have prior approval of the appropriate Vice President and will be applied to the salary schedule according to the following formula: Course contact hours ÷15 = credit hours *or applicable formula*.

8. a. Employees under contract for the 2003-04 academic year shall receive salary increases of \$2,055 for the 2004-05 academic year.
- b. Employees under contract for the 2004-05 academic year shall receive salary increases of 5% of their 2004-05 base salary for the 2005-06 academic year.
- c. Employees under contract for the 2005-06 academic year shall receive salary increases of 5.25% of their 2005-06 base salary for the 2006-07 academic year.

9. ~~Each employee's salary will be distributed semi-monthly bi-weekly based upon a published schedule. Employees have the option of receiving their annual salary paid on a nine-month (9), ten month (10) or twelve month (12) basis. In either case, the option must be made with the accounting office no later than the first instructional day of the academic year and may~~

~~not be changed during the school year. Payment for all overloads will be made during the spring semester and may be made on a monthly basis or at the end of the semester as elected by the employee. Payments for overloads may be made prior to the spring semester upon verification by the Vice President for Academic Services that the employee will have a full teaching load for the year. Each employee's salary will be distributed bi-weekly based upon a published schedule. Employees have the option of receiving their annual salary paid on a nine (9), ten (10) or twelve (12) month basis. The accounting office will notify faculty members in writing when the option to change their election is available. Elections will be sent to faculty members by August 1st. Changes must be submitted to the accounting office no later than the first instructional day of the academic year. If the accounting office does not receive an election form, the current election on file will remain in force. Once an election is made it is enforced and cannot be changed at any time during the academic year.~~

a. *Payment for all overloads will be made on a bi-weekly basis beginning the first pay period following 10th day of the current semester as described in the published academic year pay date schedule. Payments for overloads disbursed in the fall semester shall be deducted from spring semester payments if load is not retained.*

b. *Overload assignments will be estimated for full-time IDOT QC/QA faculty who exceed their minimum load requirements within the spring semester. Full-time IDOT QC/QA faculty will receive payment for their estimated assignments throughout all scheduled overload pay periods during the spring semester. The Technology Division Chair and the Associate Vice-President for Educational Services will estimate the spring semester overload assignment. Once the exact overload amount can be determined, the estimated amount will be paid out over any remaining pays in the Spring semester.*

10. The Board supports the concept of payroll deductions as a service of the College to individual employees to the extent the process is commensurate with sound financial practices and procedures. Payroll deductions, upon written request of the individual employee, will be authorized for contributions to

charitable organizations, state and federal tax withholding, personal interests related to the investment of income, insurance, retirement, and dues of organizations and associations which promote the academic and/or professional interests of higher education.

11. Employee assignments for additional duties involving release time, stipends, and/or special contracts shall be determined between the employee and the administration and are not part of the Board/Faculty agreement. It is further understood and agreed that the employee who is offered an extra assignment shall have the option of accepting or rejecting such assignment.

12. Additional Duty Compensation

Faculty with additional duties will be compensated according to the additional duty compensation worksheet in Appendix ~~EF~~.

If faculty members feel they are entitled to receive additional duty compensation, it is their responsibility to complete the worksheet and provide all relevant documentation of their duties each year the compensation is requested. This completed worksheet will cover all additional duties from May 2nd of the previous year to May 1st of the current year.

The completed worksheet and documentation is due to the appropriate division chair by May 1st each year. The division chair will verify the documentation and submit the forms to the Vice President for Academic Services by the last day of the semester. The Vice President will verify the data and the appropriate compensation forms will go to the June Board meeting for approval of payment.

Faculty members who are entitled to ~~8.5 or fewer hours of~~ compensation, based on the worksheet, must take this compensation in the form of an overload assignment stipend.

~~Faculty members who are entitled to 9 or more hours of compensation, based on the worksheet, will have the option of taking reassignment time, an overload assignment stipend, or a combination of the two (2) with division chair and Vice President for Academic Services approval.~~

Faculty anticipating 9 or more hours of additional duties can take their reassignment time during the current year with the approval of the division chair and the Vice President for Academic Services.

Program directors for dental hygiene, nursing, physical therapy assistant, and cosmetology hired before 8/22/04 will receive additional duty compensation as previously arranged. The previously arranged amounts are specified on the "stipends" form on the S drive.

13. *New Course Development*

A new course is a course that has not been previously approved for instruction at Lake Land College by the state regulatory agency --new course number, new title, and new materials. The new course must be approved by the Division Chair, the VP of academic services, curriculum committee & the state regulatory agency. A stipend will be paid for developing a new course using the following formula:

$\$100 \text{ base} + 1/3 \text{ credit hour per credit hour of the class payable at the overload rate.}$

Example: 2 credit hour class = $\$100 + (1/3 \text{ credit hour of overload pay} \times 2)$

The course development fee will be paid as a stipend on the first overload paycheck of the semester in which the class is taught upon satisfactory completion of the following items:

The class must be offered and have at least 8 students still registered at 10 day.

The developing faculty member will be required to teach the class.

There is a limit of twelve (12) hours of new course pay per faculty member, per year using a rolling twelve (12) month period measured backwards from the approval date by the state regulatory agency.

All existing courses will be updated as part of the instructor's regular work assignment. Teaching an existing course for the first time does not constitute development of a new course.

14. New Online Course Development

A new online course is a course developed in an online format for the first time at Lake Land College. A newly developed online course must be approved by the division chair, the director of learning technologies, the associate vice president of educational services and the vice president of academic services. A stipend will be paid for developing a new online course using the following formula:

\$100 base + 1/3 credit hour per credit hour of the class payable at the overload rate.
example: 2 credit hour class = \$100 + (1/3 credit hour of overload pay x 2)

The course development fee will be paid as a stipend on the first overload paycheck of the semester in which the class is taught upon satisfactory completion of the following items:

The class must be offered and have at least 8 students still registered at 10 day.

The developing faculty member will be required to teach the class.

A new course being developed for online delivery will receive only one stipend.

There is a limit of twelve (12) hours of new online course pay per faculty member, per year using a rolling twelve (12) month period measured backwards from the approval date by the vice president of academic services. ~~by the state regulatory agency.~~

All previously developed online courses will be updated as part of the instructor's regular work assignment. Teaching an existing online course for the first time does not constitute development of a new online course.

C. INSURANCE

A comprehensive insurance program shall be made available for all employees defined in Article I, Section A.6.

1. **Life insurance** in the amount of \$40,000 is provided for all full-time employees, with an additional \$40,000 accidental death and dismemberment. The College will pay the premiums for the employee. Optional life insurance is available for eligible employees and employee's spouse up to a maximum of \$150,000 each if underwritten by the current insurance carrier. Optional life insurance is available for the employee's dependent children (as defined in the insurance policy) in the amount of \$5,000. All optional costs are paid by the employee.
2. **Health, major medical, and dental insurance** is available for every full-time employee *through the duration of the contract. The College will pay the premium for the employee from July 1, 2004 through June 30, 2007. Each employee may choose from the following options.*

Option A: Participate in the Annual Health Screening

- *Employee health insurance premium paid by the College*
- *Dependent not required to participate*
- *Completed during the Fall semester or prior to January 1st of each year*
- *Free to employees and any adult covered under the College insurance plan*
- *Cost will not be deducted from the annual wellness benefit*
- *Will be available on campus each Fall semester*
- *Respect given to the privacy of the participant's personal health information*
- *Covered under the Health Insurance Portability and Accountability Act (HIPAA)*
- *No consequence based on results*

Option B: Non-Participation in the Annual Health Screening

- *Employee contributes a maximum \$50.00 per month toward health insurance premium until screening completed*

Health insurance and the annual health screening *The same coverage* is available for dependents. The College will pay up to one-half ($\frac{1}{2}$) of the premiums associated with dependent coverage, *not to exceed a maximum monthly amount of \$830 for the 2004-05 fiscal year, a maximum monthly amount of \$913 for the 2005-06 fiscal year, and a maximum monthly amount of \$1,004 for the 2006-07 fiscal year.*

- a. The College will make information available to each employee identifying the health, major medical, and dental insurance coverage. (Web address: www.benadmsys.com)
- b. The College agrees to conduct periodic employee orientation and education programs related to group insurance costs, benefits, and utilization. An insurance committee, with faculty representation, will annually evaluate the program. The faculty representative(s) will report to the faculty association.

3. **Retirement Provisions.**

Health Insurance

~~Those retired employees and their dependents participating in the College's group health insurance plan as of August 22, 2000 and those current employees (along with their eligible dependents) accepted into the College's Planned Retirement Program before August 22, 2000 shall have the option of remaining in the College's group health insurance plan and pay the full premium for those coverages for as long as they wish to remain in the plan. It shall be the responsibility of the employee to initiate the request with the Business Services office upon retirement. Effective August 23, 2000 no additional retiring employees, retirees nor anyone accepted into the Planned Retirement Program after that date will be permitted to participate in the College's group health plan upon retirement.~~ *Employees and their dependents participating in the College's group health insurance plan shall have the option of continuing their health coverage through COBRA as specified by the federal law.*

~~The spouse of a deceased employee may qualify for COBRA coverage. Both the spouse and the retired employee must have been in the College's group health plan at the time of death of the retired employee. Inquiry should be made at the Business Services office.~~

Life Insurance

~~Employees who retire may keep their life insurance coverage until the age of 70 by paying all premiums. Options for life insurance coverage beyond this age are~~ *after retirement may be* available directly from the insurance provider.

- 4. Worker's Compensation.** Any accident or illness which is the result of employment is covered by Worker's Compensation. Faculty members who are injured while working for Lake Land College must report the accident immediately to health services, the business office, or the administrator in charge even if the injury does not seem to warrant medical attention so an accident report can be prepared.

Time lost due to an accident as a result of employment is not deducted from the faculty member's sick leave. The College will continue salary benefits through the first three (3) working days, at which time Worker's Compensation will start paying the faculty member for time lost. In the event the disability from an accident extends beyond ten (10) working days, Worker's Compensation insurance will pay from the first (1st) day of disability. The faculty member would then reimburse the College for the first three (3) working days' compensation.

In the event that Worker's Compensation denies the claim and an appeal is unsuccessful, the employee, upon return to work, can use available sick leave days to cover the absence. In the event that sick leave day benefits expire prior to release by a physician to return to work, the employee may refer to the provisions of the State Universities Retirement System disability benefits.

D. TRAVEL POLICY

Full terms of travel are contained in Board Policy No. 10.34.04.

1. The administration shall encourage employees to attend professional meetings and engage in professional development activities. Special encouragement will be given to employees attending meetings at which the employee will be an active participant (speaker, officer, moderator, etc.).

2. It shall be the responsibility of the division chairperson or appropriate administrator to recommend employees for attendance at meetings. It is expected that attendance at meetings will normally be equally distributed within a division. ~~It is expected that only one member of a division shall be at a national meeting.~~
3. Travel Reimbursement
 - a. Mileage reimbursement for approved travel by personal vehicle shall be at the College-approved rate at the time of travel. All measurement for mileage will start and end at the employee's campus office unless the actual distance traveled by the employee is less. Prior approval shall be given by the appropriate vice president.
 - b. Per diem meal allowances for daily travel and overnight stays will be paid at the College-approved rates at the time of travel.

No receipts for meals will be required if a receipt for lodging is presented for reimbursement, but the per diem request must be approved by the appropriate vice president. If no receipt for lodging is presented, receipts for meals purchased must accompany the request for reimbursement.
4. All travel expenses will be paid by the College for all who attend meetings in any official capacity and who have been approved to attend by the administration. When travel is approved, no deduction from salary shall be made for being absent from duties. Any member covered under this agreement who is on approved College travel during contractual service days and receiving full salary for such days will refund to the College or College Foundation any remuneration or honorarium received during the period of travel.
5. When convenient and practical, travel is to be made by the most economical method. Faculty members, however, retain the right to drive and room alone instead of carpooling and sharing hotel rooms with colleagues or other College employees.

6. Travel between Lake Land College and off-campus sites shall be approved travel and shall be reimbursed at the current College rate for mileage.

E. TUITION WAIVER

Employees and retired employees will be approved for a tuition waiver for state-funded courses offered by Lake Land College. The employee will submit an application for a tuition waiver for each course to the accounting office prior to registration. Conditions for the application are:

1. Eligibility for a tuition waiver shall include the employee, spouse, and their dependent children under 23 years of age.
2. Tuition waiver students shall not be included in the determination of the minimum number of students required for a class to be taught.
3. Employees shall not enroll in classes during normal working hours, subject to contract provisions.
4. Tuition waiver students shall be subject to all registration and course fees when enrolling in a course.
5. Tuition waiver students and employees may apply for scholarship funds that could be used in lieu of tuition waivers; however, they are not required to do so.
6. Upon approval of the appropriate vice president, both tuition and fees will be waived for courses taken for professional development.

F. LEAVES

1. **Sick Leave**

- a. All employees will be granted ~~twelve (12)~~ **eleven (11)** days sick leave with full salary for each academic year. Employees on eleven **(11)**- or twelve **(12)**-month contracts and those with summer contracts will be granted two (2) additional days of sick leave per year. Such leave is available on the first day of each academic year. Any

unused portion of the sick leave will be accumulative without a maximum. Employees who have previously been employed in other educational institutions will be credited with additional sick leave as follows:

- 1 year previous experience - 5 additional days
- 2 years previous experience - 10 additional days
- 3 years previous experience - 15 additional days

b. ~~Sick leave may be used for personal illness, illness in the immediate family, and for pregnancy. The immediate family shall mean the mother, mother in law, father, father in law, spouse, son, daughter, brother, or sister of the employee, or any relative living in the immediate household of the employee.~~ Sick leave may be used for personal illness, illness in the employee's immediate family, and for pregnancy. The immediate family shall mean the spouse or significant other, parent, child, sibling, the spouse/significant other's mother or father or any relative living in the immediate household of the employee.

c. Employees will notify their supervisor promptly upon determining that illness will prevent them from performing their regularly assigned duties and will keep the College informed of their status on a timely basis. A form certifying the nature of the illness will be signed by the faculty member and forwarded to his/her supervisor, appropriate administrator, and the ~~personnel~~ human resources office. A statement certifying the illness or absence from a physician may be required if the illness extends beyond one (1) week to insure that the employee has sufficiently recovered to return to work.

d. Donated Sick Leave

Sick leave days, contributed by other faculty, may be made available to a faculty member who is suffering from a prolonged personal illness, has exhausted his/her accumulated sick leave and personal leave, and has a reasonable expectation of returning to work.

The Association's Sick Leave Committee will administer the donated sick leave days. An Association unit member

shall submit a request in writing to the Sick Leave Committee. The Committee shall consist of 3 members of the bargaining unit appointed by the President of the Association. The Sick Leave Committee will utilize the following criteria in determining a member's need: 1) statement of request from the faculty member; 2) certification of illness by a physician; 3) estimation of date of return by a physician; 4) proof of need.

A faculty member may voluntarily donate sick days for another faculty member's use by notifying the Sick Leave Committee and submitting a written, signed and dated request. The request must specify the intended recipient faculty member and the number of sick leave days to be donated. Each faculty member, who shall remain anonymous, will be limited to donating a maximum of two (2) days of his/her sick leave per academic year. The Sick Leave Committee will submit the signed requests of donors needed to meet the approved days of absence for the recipient to the ~~Personnel~~ Human Resources Office. The donated days will be submitted to the ~~Personnel~~ Human Resources Office in the order in which they were received by the committee as the days are needed by the recipient.

Once sick leave days are submitted to the ~~Personnel~~ Human Resources Office by the Sick Leave Committee, the sick day will be deducted from the accumulated sick days of the donor faculty member who shall have relinquished all rights to that sick day.

Each faculty member receiving donated sick days will be limited to a maximum of 40 donated days over a period of two (2) consecutive academic years.

2. **Bereavement Leave**

Bereavement leave up to five (5) days per occurrence with pay will be available in the event of the death of the employee's spouse ~~or significant other~~, child, step - child, parents, and step parents. Bereavement leave of up to three (3) days will be available in the event of the death of the employee's ~~mother-in-law, father-in-law, son-in-law, daughter-in-law, brother, sister,~~

~~sister in law, brother in law, grandparents, grandchildren, aunts, uncles, nieces, nephews, or foster parents sibling, grandparent, grandchild, aunt, uncle, niece, nephew, foster parent or the spouse/significant other's mother, father, sibling or child.~~ Such leave is nonaccumulative and shall not be deducted from the employee's accumulated sick days.

3. **Leave For Jury Duty or Court Attendance**

Employees who are summoned to court to perform jury duty shall be granted leave with pay. Employees who are subpoenaed to attend court or board hearings to testify in matters in which they have no personal or monetary interest shall be granted leave with pay. Employees who due to their College employment are required to attend court as parties to lawsuits will be granted leave with pay. Any remuneration, excluding mileage, received for jury duty or for testifying before a court or board shall be refunded to the College. In any case, leave for jury duty or for court attendance will not be charged to sick leave.

4. **Sabbatical Leave**

On completion of six (6) consecutive years of satisfactory full-time employment since July 1, 1967, in Community College District #517, current full-time employees covered by this contract will qualify for consideration for sabbatical leave for the purpose of pursuing full-time study, training, or retraining at an appropriate institution designed to broaden individual teaching potential in areas of determined need in the College.

- a. A sabbatical leave selection committee shall be appointed to evaluate the request for leave. The committee shall be composed of one (1) non-teaching faculty member, one (1) teaching faculty member from each division appointed by the president of the Lake Land College Faculty Association, the Vice President for Academic Services and the Vice President for Student Services. All appointments shall be for three-year (3) rotating terms except for nondivisional members. In the event a member of the selection committee may request a sabbatical leave, he/she shall resign from the committee prior to the submission of the request, and he/she shall be replaced by another member

from the division for the duration of his/her term as divisional representative.

- b. The committee shall establish guidelines for preparing sabbatical requests and make them available not later than November of each year. The Vice President for Academic Services shall chair and preside at all meetings of the committee.
- c. A request in writing for sabbatical leave shall be submitted to the Vice President for Academic Services who in turn will present the request to the sabbatical leave selection committee. Such a request must be filed not later than the first class day of the spring semester of the academic year preceding the academic year in which the sabbatical leave is desired. Applicants will be informed in writing of the committee's recommendation.
- d. The sabbatical leave committee will review all applications, and, based on potential value to the College, the chairperson will submit, in rank order, recommendations to the President. The President will attach his/her own recommendations and submit both sets to the Board. Approval for the granting of the leaves shall be made by the Board. Members selected for sabbatical leave shall be notified following the regularly scheduled March Board meeting of the academic year preceding the academic year in which the leave is desired.
- e. A maximum of four (4.0) percent of the full-time College employees covered by this contract may be on sabbatical leave in any given academic year provided that suitable replacements can be found. The number allowed from a given division in any one (1) year will be determined by the President after consulting with appropriate vice presidents.
- f. Leaves shall be granted for a period of time not to exceed one (1) year.
- g. A written report of compliance with the purpose for which the leave was granted shall be presented to the President at the completion of the leave.

- h. Compensation during the sabbatical leave for staff members shall be in an amount equal to 100% of the academic year contractual base salary for a leave of one (1) semester or for a period less than a semester if appropriate arrangements can be made; 50% of the contractual salary if for a leave of two (2) semesters.
- i. The compensation described will be paid in the same manner and at the same time as salaries paid other members of the staff or in some other manner mutually agreeable between the President and the employee.
- j. All salary increases, fringe benefits, and the like negotiated while the employee is on sabbatical leave shall be recognized during the sabbatical leave if all other requirements are met.
- k. An employee on sabbatical leave will retain his/her status as a member of the State Universities Retirement System and with the College insurance plans.
- l. An employee granted a sabbatical leave shall agree to serve at least two (2) academic years at Lake Land College immediately following the leave and shall give a judgment note for the amount of salary paid while on leave. Said note shall be cancelled at the end of the years of service required or at the death or disability (defined as the employee being unable to perform his/her contracted job) of its maker.
- m. Upon return from a sabbatical leave, an employee will be reinstated to a position which is at least equivalent in rank and salary to the one held at the time the leave was granted.
- n. Employees who have been accepted by the Board of Trustees in the College's Planned Retirement Program will not be eligible for a sabbatical leave.

5. General Leave of Absence

A leave of absence may be granted upon approval of the President and the Board. The employee must use the granted

leave for the approved purpose. A leave of absence is defined as an extended leave (for up to two (2) years) without pay and fringe benefits. At termination of the leave, the employee is guaranteed reinstatement in a position which is at least equivalent to the one he/she held prior to the leave. Seniority will not be affected by an approved general leave of absence, and upon return the employee will receive all negotiated benefits (not retroactive during the period of the leave). An employee will notify the ~~personnel~~ human resources office in writing three (3) months prior to the end of the approved leave of his/her intention:

- a. To return to full-time employment with the College;
- b. To terminate employment with the College; or
- c. To request an extension of the leave.

6. **Maternity and Parental Leave**

a. The Board will grant a request for leave without pay and fringe benefits for pregnancy and childbirth for a period not to exceed one (1) year. The dates of the leave shall be agreed upon by the College and the employee. For approved leaves over six (6) months, the employee will notify the ~~personnel~~ human resources office in writing at least three (3) months prior to the end of the approved leave of an intention:

- 1) To return to full-time employment with the College;
- 2) To terminate employment with the College; or
- 3) To request an extension of the leave.

The employee will be returned to the original position or to a position of like status and pay. A one-year (1) extension of the leave may be renewed upon application to the ~~personnel~~ human resources office and approval by the President. The three-month provision (3) shall apply to extended leaves.

b. Parental Leave. The Board will grant a request for leave without pay and any fringe benefits for childrearing, including the adoption of a child, for a period not to exceed one (1) year. The dates of the leave shall be agreed upon by the employee and the College. For leaves over six (6) months, the employee will notify the ~~personnel~~human resources office in writing three (3) months prior to the end of the approved leave of an intention:

- 1) To return to full-time employment with the College;
- 2) To terminate employment with the College; or
- 3) To request an extension of the leave.

The three-month (3) provision applies to extended leaves. The employee will be returned to the original position or to a position of like status and pay. A one-year (1) extension of the leave may be renewed upon application to the ~~personnel~~human resources office and approval by the President.

7. Family and Medical Leave

a. Leave Entitlement

- 1) Eligible employees may use unpaid family and medical leave of absence of up to twelve (12) weeks using a rolling twelve- (12-) month period measured backwards from the date leave is used, for one (1) or more of the following reasons:
 - a) Because of the birth of a son or daughter of the employee and in order to care for such child.
 - b) Because of the placement of a child with the employee for adoption or foster care.
 - c) In order to care for the spouse ~~or significant other, son, daughter~~child, parent or ~~parent-in-law of the employees~~spouse/significant other's parent if such ~~spouse, son, daughter or parent~~individual has a serious health condition.

- d) Because of a serious health condition that makes the employee unable to perform the functions of the employee's position.
- 2) If both spouses are employed by the College, they may together take only twelve (12) weeks of family and medical leave when the reason for the leave is either a) or b) above.
 - 3) If the reason for the leave is c) or d) above and the College makes a request, the employee shall, within fifteen (15) days, support a request for a family or medical leave with a certificate completed by the employee's or family member's health care provider. If the reason for the leave is c) above, the certificate must state that a family member should care for the son, daughter, spouse, parent, or parent-in-law and an estimate of the amount of time that such employee is needed. If the reason for the leave is d) above, the certificate must indicate that the employee is unable to perform the functions of the position. In the case of intermittent leave for planned medical treatment, the certificate shall indicate the dates on which such treatment is planned and the duration of the treatment. Failure to provide the certification may result in a denial of the leave request.
 - 4) The term "serious health condition" shall mean an illness, injury, impairment, or physical or mental condition that involves: 1) inpatient care in a hospital, hospice, or residential medical care facility; or 2) continuing treatment by a health care provider.
 - 5) If the reason for the leave is a) or b) above, the leave shall not be taken by an employee intermittently unless the employee and the appropriate vice president agree otherwise. If the reason for the leave is c) or d) above, leave may be taken intermittently when medically necessary. If an employee requests intermittent leave because of c) or d) above and the leave is foreseeable based on planned medical treatment, the employee shall schedule such leave in

a manner that will not unduly disrupt the College's operation. In such cases the College may require the employee to transfer temporarily to an available alternative position for which the employee is qualified and which: 1) has equivalent pay and benefits; and 2) better accommodates recurring periods of leave.

b. Eligibility

To be eligible for family and medical leave an employee must have been employed by the College for at least twelve (12) months and for at least 1,250 hours during the 12-month period immediately before the beginning of the leave.

c. Other Paid Leave

An eligible employee may elect, or the College may require the employee, to substitute any of the accrued paid vacation leave, personal leave, sick leave, family leave, or any other paid leave to which the employee may be eligible under this agreement for all or part of any unpaid family and medical leave.

d. Notice

If possible, employees must provide the College with notice at least thirty (30) days in advance of when a leave is to begin. If a 30-day notice is not practicable, the notice must be given within two (2) business days of when the need for the leave becomes known to the employee. Employees anticipating the need to take family or medical leave shall provide the College, at the earliest practicable date, verbal notice sufficient to make the College aware that the employee may need to take a family or medical leave and the anticipated timing and duration of the leave.

e. Restoration to Position

Upon returning from a family and medical leave an employee shall be restored either to the position of employment held by the employee when the leave

commenced or to an equivalent position with equivalent pay, benefits and other terms and conditions of employment.

f. **Applicability of the Family and Medical Leave Act of 1993**

Those provisions of the Family and Medical Leave Act of 1993, as amended, which are not referenced or otherwise covered by this contract provision are hereby incorporated into this agreement by reference and shall apply in respect to all family and medical leaves in the same manner as if those provisions were included in this agreement.

8. Employee Benefits While on Leave

- a. An employee granted an unpaid leave of absence may elect to participate in the State Universities Retirement System during the period of the leave; the employee shall make all contributions. An employee may elect to participate in the College benefit program during the period of an unpaid leave; the employee shall make 100% contribution to all applicable benefits.
- b. During an unpaid family and medical leave, the College will maintain the employee's regularly provided health benefits and will continue the College's required contributions toward the cost of the health insurance premiums at the level and under the conditions coverage would be provided if the employee maintained continuous employment. If the employee does not return to work upon completion of the leave period, the College may recover those contributions made by the College to maintain the employee's health insurance benefits.
- c. An employee taking an unpaid leave of absence shall not suffer the loss of any employment benefit accrued prior to the date on which the leave commenced. During the unpaid leave period, an employee shall continue to accrue seniority.

9. Personal Leave

Personal leave with pay of up to ~~two (2)~~ *three (3)* days may be used by an employee during any year commencing with the fall semester for the purpose of caring for personal, legal, household, or family matters which require absence from professional responsibilities. *Two (2) of the three (3) P*personal leave *days* shall not be used for the purpose of extending a holiday or academic break. ~~However, a~~ Any unused days shall be applied to the employee's accumulative sick leave total following the end of the contract year.

Except in an emergency, employees desiring to use personal leave shall notify the appropriate vice president or designated administrator in writing in advance, if possible. When advance notification is not possible because of an emergency, the employee must substantiate the leave in writing within three *(3)* days after return to work. Failure to do so will result in loss of pay for the leave days taken. Additional personal leave may be granted without loss of pay if the purpose of such leave is stated and approved in advance.

Personal days used by teaching faculty will not be deducted from unused sick leave. Personal days used by teaching faculty may be used in one-half (½) day increments. Personal days used by 40-hour-per-week employees ~~will not be deducted from unused sick leave and~~ may be taken in increments of ~~two (2)~~ *one (1)* hours ~~or greater~~. *Whole hours must be taken; anyone taking less than an hour will be charged at the next hourly level.*

10. **Military Leave**

In the event a member of the bargaining unit is called to emergency military duty and, ~~at the time of call up,~~ is in a work status with the College, said employee shall be granted up to two (2) weeks of emergency leave with partial compensation if the employee's military pay, including allowances in excess of out-of-pocket expenditures for those items of expense for which the allowance is paid, is less than the employee's salary from the College. The partial compensation shall be the difference between the member's College and military compensation, including allowances in excess of out-of-pocket expenditures for those items of expense for which the allowance is paid. Emergency leave salary reimbursement shall be limited to one *(1)* period in any twelve

(12)-month period. Any additional emergency military duty will be granted in accordance with the applicable provisions of law.

G. TRAINING/RETRAINING PROGRAM

Full-time tenured faculty members who are subject to retrenchment affecting their program, teaching, or academic support service shall be given the opportunity to retrain in lieu of layoff provided there are no other employees with less seniority that are rendering a service which the affected faculty member is qualified to provide. College approved training or retraining programs for faculty and staff covered by this agreement shall be governed by the following provisions:

1. Potentially affected faculty members shall be officially notified no later than October 15 of the academic year prior to the anticipated academic year of the proposed elimination.
2. Affected faculty members shall notify in writing the Vice President for Academic Services requesting their intent to explore their options as related to training and retraining or their intent to participate in the Planned Retirement option as specified within this training/retraining language by October 20th. (If this date falls on a day when the college is closed the next college business day will be applicable.)
3. Faculty members affected by retrenchment have the option of participating, if eligible, in the LLC/SURS planned retirement. Affected faculty members opting for planned retirement shall qualify if they meet the following requirements.
 - a. An employee must meet eligibility requirements for retirement as defined by SURS.
 - b. Employed full-time at Lake Land College for at least six (6) consecutive years, including the year prior to applying for participation in the Planned Retirement Program.
 - c. Submit signed resignation to the President by October 31 of the year in which notice of retrenchment was received. Once approved by the Board of Trustees the salary adjustment will be retroactive to the beginning of the academic year.

- d. Retirement must occur within four (4) years of qualifying for SURS.
4. If the Vice President of Academic Services receives a written request of intent to participate in a training/retraining option, then a Training/Retraining Committee will be formed to review all pertinent data. The committee will be chaired by the Vice President for Academic Services and include two (2) administrators, the Director of ~~Personnel~~ *Human Resources*, the Association President, the Association's President-Elect, and one (1) non-teaching faculty and one (1) teaching faculty from each academic division as appointed by the College President, and will be formed by November 1st (If this date falls on a day when the college is closed, the next college business day will be applicable). Such data shall include, but not be limited to: teaching and academic support needs of the college; current course enrollments for affected areas; courses taught by adjunct faculty in affected areas; overload assignments in affected areas; and the years of service and the qualifications of the retrenched faculty member. The Training/Retraining Committee will then prepare, in writing, its recommendations based on the information provided.
 - a. By November 20th (If this date falls on a day when the college is closed, the next college business day will be applicable) affected faculty members who requested to participate in the training/retraining option shall then meet with the appropriate vice president and the Association President or President-Elect to discuss the written recommendations of the Training/Retraining Committee.
 - b. By December 1st (If this date falls on a day when the college is closed, the next college business day will be applicable) the affected faculty member will notify in writing the Vice President for Academic Services of his/her decision to participate in the recommended program.
 - c. If the Committee's recommendation includes a training/retraining plan, the following conditions and limitations shall apply:

- 1) Arrangement of schedules and courses for retraining shall be the responsibility of the affected faculty member.
- 2) Upon completion of the approved plan for retraining, the employee will be reimbursed by the College for the actual tuition, fees, and associated textbook expenses paid for the course(s), excluding travel and incidental expenses.
- 3) It is expressly understood and agreed that, unless release time, a sabbatical, or an unpaid leave is granted to eligible faculty members, the participating employee shall be required to satisfy all contractual teaching or job assignment responsibilities assigned by the appropriate vice president, including the maintenance of the required number of hours per week on campus while pursuing the College-approved training or retraining program.
- 4) Tuition and fees charged for courses offered by Lake Land College shall be covered under the applicable provisions of the College tuition waiver program for faculty and staff as set forth in this agreement.
- 5) Any credit hours earned which are subject to the reimbursement of tuition and fees by the College shall not be applicable to nor used by participating employees to satisfy the requirements for advancement on the salary schedule due to a change in education or training level.
- 6) Any employee participating in a College-approved training or retraining program shall be required to render service to the College for at least one (1) full academic year after the completion of the program. He/she shall guarantee reimbursement to the College in the event that this contractual obligation is not fulfilled by giving a judgment note in favor of the college in the amount of reimbursement. The note shall be cancelled at the end of the year of service required or at the death or disability (defined as the employee being unable to

perform his/her contractual job responsibilities and approved by SURS) of its maker.

- 7) Participating employee has one (1) academic year (two (2) full semesters and a summer term) after the training/retraining agreement is signed in which to complete the approved training. If the participating employee is not able to finish the approved program in the time allotted the college is not obligated for any tuition, fees, and associated textbook expenses paid for the course.
- 8) Any training/retraining plan must be approved by the Board of Trustees.

H. PLANNED RETIREMENT PROGRAM

1. To enhance long-range planning, Lake Land employees are encouraged to submit resignations up to four (4) years in advance of their retirement date. Upon acceptance of the resignation by the Board of Trustees, qualified employees will receive *a guaranteed 6% raise on his/ her contractual base salary for each of the last four (4) years of service. In addition, a years-of-service incentive will be paid on the first payroll following sixty (60) calendar days after the retirement date. This incentive will be based on the following formula:*

<i>Years of Service at Lake Land College</i>	<i>% of the final year's salary</i>
<i>25 & Over</i>	<i>56% of base and summer base pay</i>
<i>20-24</i>	<i>50% of base and summer base pay</i>
<i>15-19</i>	<i>44% of base and summer base pay</i>
<i>10-14</i>	<i>38% of base and summer base pay</i>

Unused sick days can be accumulated and applied towards the years of service at Lake Land College based on the following scale. Unused sick days cannot be applied in partial increments.

*180 unused sick days = 1 additional year of service at Lake Land College
360 unused sick days = 2 additional years of service at Lake Land College.
an additional salary increase of twenty percent (20%) of his/ her contractual base salary.*

2. To qualify, employees must meet the following criteria:

- a. An employee must be qualified to receive a retirement annuity from S.U.R.S.
 - b. Employed full-time at Lake Land College for at least six (6) consecutive years, including the year prior to applying for participation in the Planned Retirement Program.
 - c. Submit signed resignation form to the President up to four (4) years prior to retirement.
 - d. Retirement must occur within four (4) years of qualifying for S.U.R.S. as required in "a." above.
3. An intent to resign must be submitted to the President by December 31 prior to the year in which a resignation will be given except the first year an employee may submit an intent within thirty (30) days of the effective date of this plan. The salary adjustment will begin within thirty (30) days of Board of Trustee approval of the employee's resignation except the salary adjustment may not commence sooner than four (4) years prior to the effective date of resignation.
 4. At the discretion of the Board of Trustees, the number of resignations accepted in advance may be limited to fifteen percent (15%) of employees qualified per year. Should this option be invoked, resignations will be accepted on a seniority basis within employee group with Lake Land College. Employees denied will have one (1) year added to the four (4) year window of opportunity.
 5. Employees who have fifty percent (50%) or more of their salaries paid from grant funds, as reported on the Restricted Purposes Fund (Fund 06) of the College's general ledger, are not eligible for participation in Planned Retirement.

I. BREAKS AND HOLIDAYS

Academic support employees who are requested to work during semester break, holiday period or other times as determined by the official academic calendar as being a non- contractual period will be granted equivalent days off. Exception to the above are College designated holidays and Sundays which shall be compensated at one and one-half (1½) times equivalent days off. The schedule for

the compensatory days will be requested by the employee and submitted to his/her immediate supervisor for approval.

Academic support employees who are traditionally assigned to work during semester break and spring recess may request approval from the appropriate vice president to use equivalent compensatory time off prior to actually working the extra days, provided the employee assumes responsibility for reimbursing the College for any compensatory time off not actually earned.

ARTICLE III

Grievance Procedure

A. DEFINITION

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

B. GUIDELINES

1. The resolution of grievances shall transpire during times mutually agreed upon by both parties at the respective steps.
2. The grievant(s) or their designated representatives must be present at all grievance hearings and conferences.
3. The grievant(s), at his or her option, may request that a member or representative of the Association participate in the grievance process. However, an Association representative must be present at all steps following the Informal Stage. The administration will inform the Association of times and places of all meetings where the grievant has not requested Association representation.
4. The grievant(s) may withdraw a grievance at any time.
5. An individual or a group of faculty members will have the right to submit a single grievance on behalf of all named grievant(s). All named grievants must sign the grievance.
6. The Association's Executive Committee will present to the Administration any Association-endorsed grievances. Such grievances will be signed by all members of the Association's Executive Committee.
7. The time provisions at any step may be altered by mutual consent of the grievant(s) and the appropriate representative of the College.
8. At each level beyond the Informal Stage, signed triplicate copies of the grievance and the subsequent response, also in

triplicate, shall be issued. The grievant(s) retains a copy of all filings and responses. A second copy of all statements will remain with the administration at the appropriate level and may be forwarded as necessary. A third copy will be sent to the Association.

C. GRIEVANCE STEPS

1. Informal Stage:

An individual employee, who within 40 contractual days within the academic year that the alleged grievance became known to the grievant believes his or her rights have been abridged as provided in this contract, shall make an attempt to resolve any grievance in an informal verbal discussion between the employee and his or her immediate supervisor. The informal stage can be extended for as long as both parties agree.

2. Formal Stage:

- a. Step One. If the grievance is not resolved in the Informal Stage, the grievant may, within five (5) College business days of the time of the final action in the Informal Stage, present in writing to his/her immediate supervisor the grievance. A statement of the grievance shall: name the grievant(s) involved, state the facts giving rise to the grievance, identify all provisions of this contract alleged to be violated, state the contention of the grievant(s), be signed by the grievant, and indicate the settlement requested. Within five (5) College business days after the written grievance has been presented to the immediate supervisor, a conference shall be arranged to discuss the grievance. Within five (5) College business days after the conference, a written response from the immediate supervisor stating the disposition of the grievance shall be forwarded to the grievant(s) with copies forwarded to the Association and to the appropriate dean/associate vice president/vice president.
- b. Step Two. If the grievance is not resolved in Step One of the Formal Stage, the grievant(s) may, within five (5) College business days of the filing of the decision of the immediate supervisor, submit to the appropriate vice

president a statement of the grievance signed by the grievant(s). Within five (5) College business days after receipt of the statement of the grievance, the appropriate vice president shall arrange a conference with the grievant(s) to discuss the grievance. Within five (5) College business days after the final conference, the vice president shall file a written disposition of the grievance with the grievant(s) and forward copies to the President of the College and to the Association.

- c. Step Three. If the grievance is not resolved in Step Two of the Formal Stage, the grievant(s) may, within five (5) College business days of the filing of the decision of the appropriate administrator, submit to the President of the College a statement of the grievance signed by the grievant(s). Within five (5) College business days after receipt of the statement of the grievance, the President shall arrange a conference with the grievant(s) to discuss the grievance. Within five (5) College business days after the final conference, the President shall file a written disposition of the grievance with the grievant(s) and the Association.
- d. Step Four. If the grievance is not resolved in Step Three, the grievant(s) may, within five (5) College business days of filing of the decision of the President of the College, submit the grievance to the Board of Trustees. The President of the College shall forward all written statements pertaining to the grievance along with a copy of the grievant(s)' statement of grievance to the Board. If the statement of grievance is received one (1) week prior to the regular monthly Board meeting, the grievance will be placed on the agenda for the Board meeting, or if received subsequent to the aforementioned deadline date, at the next regularly scheduled meeting. The Board shall review all documents submitted by the grievant and the College President pertaining to the grievance and may, at its discretion, hold hearings and conferences and, if desirable, seek further information pertaining to the grievance. The grievant(s) upon request will be granted a hearing with the Board at that Board meeting. The Board shall render a decision at said meeting. Within five (5) College business days, the Board will file with the

grievant(s) and the Association a written disposition of its decision.

- e. Step Five. If the grievance is not resolved satisfactorily, the Association, within thirty (30) days after receipt of the written reply from Step Four, may submit a demand in writing to enter into binding arbitration. The American Arbitration Association or a body designated by the Illinois Educational Labor Relations Board will be requested to provide a panel of at least five (5) arbitrators under the Voluntary Labor Arbitration Rules. Selection of the arbitrator shall be made by the parties alternately striking a name from the list provided until one (1) name remains and this named person shall serve as arbitrator. The party eligible for the first deletion shall be determined by chance.

D. ARBITRATION

1. The arbitrator shall make his/her decision in writing and in his/her opinion shall not amend, modify, nullify, or add to the provisions of the agreement. His/her authority shall be strictly limited to deciding only the issue or issues presented to him/her in writing by the Board and the Association and his/her decision must be based solely upon his/her interpretation of the meaning or application of the express relevant language of the agreement. The arbitrator is empowered to include in any award such financial reimbursements or other remedies as will make the grievant whole.
2. The arbitrator shall have no authority to render an opinion inconsistent with the state or federal laws.
3. Expenses for the arbitrator's services and the expenses which are common to both parties to the arbitration shall be borne equally by the Board and the Association. Each party to an arbitration proceeding shall be responsible for compensating its own representatives and witnesses.
4. If either party requests a transcript of the proceeding, that party shall bear the full cost of that transcript. If both parties order a transcript, the cost of the two (2) transcripts shall be

divided equally between the parties. If a copy of the transcript shall be furnished to the arbitrator, the cost of such will be divided equally between the parties.

5. Neither the Board nor the Association shall be permitted to assert any grounds or evidence before the arbitrator which was not previously disclosed to the other party.
6. The arbitrator shall not have the power to retain jurisdiction in any case after he/she has rendered his/her final decision.
7. The decision of the arbitrator shall be binding on both parties.
8. Failure at any step of the procedure to communicate the decision on a grievance within the specified time limits shall permit lodging an appeal at the next step. Failure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision. When a decision is rendered, it shall include background and reasoning.

ARTICLE IV

Professional Rights and Responsibilities

A. INTELLECTUAL PROPERTY RIGHTS (Board Policy No. 05.14)

Copyrights

1. The College recognizes that the creation of scholarly materials can be of benefit to the author and the College and is to be encouraged. This policy is intended to foster the traditional freedoms of faculty with regard to the creation of such materials and to provide a fair balance of the interests in such works.
2. Works subject to copyright may include, but are not limited to, the following:
 - a. Books, journal articles, texts, glossaries, bibliographies, study guides, laboratory manual syllabi, tests, and proposals.
 - b. Lectures, dramatic or musical works, and unpublished scripts.
 - c. Films, film strips, charts, transparencies, and all other visual aids.
 - d. Pictorial, graphic and sculptural works.
 - e. Audio and video tapes and cassettes.
 - f. Programmed instruction materials.
 - g. Computer or web-based graphics, text and programs.
3. Under copyright law, the right to copyright any of the above, or to assign subsidiary rights, normally belongs to the author of the work. However, in the case of “work for hire,” the employer or other entity for whom the work has been prepared is considered the copyright owner. To establish guidelines for determining whether or not a “work for hire” relationship exists

and to balance the equitable interests involved, the following principles will be followed:

Ownership in copyrightable works produced by authors who are faculty at the College shall remain with the faculty authors except in the following situations, in which ownership of all rights in copyrightable works produced shall belong to the College (for the benefit of the College):

- a. Works prepared under an agreement with an external party (e.g., a grant or contract) where the terms of the agreement require the College to hold or transfer ownership in the copyrightable work.
 - b. Works expressly commissioned in writing by the College;
or
 - c. If an author is uncertain about the ownership of a work arising out of a particular assignment, before undertaking the assignment the author shall be entitled to request and to receive a clarifying written statement from the President of the College.
4. If more than half the cost of production of a copyrightable work not considered a “work for hire” hereunder was provided through College resources, the faculty author shall grant the College an irrevocable, nonexclusive, royalty-free license to use, copy, and sell such work in connection with its teaching, research and public service programs.
 5. With respect to copyrightable works owned or used by the College pursuant to paragraph 3 or 4 above, the author may be required to execute such documents as are necessary to vest ownership or a royalty-free license to copy, use, and sell such works in the College or its designee and to warrant that such works do not infringe any pre-existing copyright.
 6. When the College commissions the preparation of a copyrightable work by an author who is not a faculty member, the contract with such authors shall specify that the work shall be considered “work for hire.”

7. Works owned by the author may be copyrighted, published, and distributed by the author, or by others to whom the author has assigned such rights, subject only to any license referred to in paragraph 4 above. Authors may request that the work be produced through the College; and, if the request is granted, an agreement will be drawn up specifying the duties of the author and the College, the distribution of any income received between the author and College (for the benefit of the College), and other mutually agreed-upon terms. The agreement shall be approved by the President of the College, after considering the recommendations of the appropriate research administrator or committee.
8. To avoid the appearance of impropriety, faculty-authors who require their students to purchase their works should:
 - a. Donate the equivalent amount of any royalties received from such purchases to the College for use in an appropriate fund (e.g., department or College scholarship); or
 - b. Consider other appropriate methods of divesting themselves of the equivalent amount of any such royalties.
9. In the event that income is received by the College from any copyrightable works belonging to the College, an appropriate share shall be paid to the author. The amount of said share shall be determined by the President of the College, after considering the recommendations of the appropriate research administrator or committee.
10. The College's share of copyright income shall be used and controlled in ways to produce the greatest benefit to the College and to the public in a manner to be determined by the President of the College, after considering the recommendations of the appropriate research administrator or committee.

Patents

1. The principle is recognized that discoveries, inventions, and patents which are the result of research carried on by, or under the direction of, faculty on College time, with significant use of

College facilities, or from College funds under their control belong to the College and shall be used and controlled in ways to produce the greatest benefit to the College and to the public.

2. Patentable inventions or discoveries covered by paragraph 1 above shall be submitted to the appropriate research administrator or committee to be considered for submission to a research corporation which may patent and commercialize the invention or discovery without expense to the inventor or discoverer or to the College. If an invention is not submitted to or accepted by such research corporation, its disposition will be determined by the President of the College, after considering the recommendation of the appropriate research administrator or committee.
3. In the event that income is received by the College (for the benefit of the College) from any patent, an appropriate share shall be paid to the inventor or discoverer. This share is to be determined by the President of the College, after considering the recommendations of the appropriate research administrator or committee.
4. Agreements with sponsors, which provide that the sponsor may determine disposition of patentable inventions or discoveries, may be accepted when required by applicable state or federal statutes or when the action of the Board in waiving its rights to such inventions or discoveries is determined to be in the public interest. Any such waiver requires the approval of the President of the College.
5. The share of any income to the College resulting from the commercial development of inventions or discoveries shall be used and controlled in ways to produce the greatest benefit to the College. Such use shall be determined by the President of the College, after reconsidering the recommendations of the appropriate research administrator or committee.
6. Approval by the President shall be required for use of the name of the College in advertising or promoting commercial development resulting from research, and approval by the President shall be required for use of the name of the College for such purposes.

B. Faculty Rights Associated with Electronic Media and Communications

1. The College recognizes the following faculty rights associated with the use of electronic media and communications:

a. The College will not monitor, track or view internet sites being visited, material or services being downloaded, or electronic correspondences sent or received by individual faculty members using the College's computers.

b. The College will not monitor, track, or view internet sites being visited, material or services being downloaded, or electronic correspondences sent or received by the faculty as a group for punitive or retaliatory purposes.

c. The College has the right to view the contents of the technology it provides ~~if doing so is when required to be in by compliance with~~ federal and state laws.

d. The College reserves the right to view the contents of the technology it provides when a faculty member's job performance is clearly suffering from inappropriate use or there are clear allegations of inappropriate use. Documented evidence of inappropriate use must first come in writing from an appropriate supervisor. Written approval by the President must be obtained before the College can begin monitoring, tracking or viewing this information. If the President is not available, written approval must be obtained from two (2) Vice Presidents. In such rare instances, the College reserves the right to view the faculty's content of technology providing that prior to such actions the faculty member will be notified in writing of all allegations and the College's intent to view.

BC. WORKPLACE HARASSMENT

Full terms on workplace harassment are contained in Board Policy No. 11.04.

Faculty, staff and students have a right to be free from harassment within the workplace. The purpose of this section on workplace harassment is threefold—to foster an environment free from harassment, to encourage victims to come forward, and to provide for corrective action to be taken when necessary.

Employees are encouraged to report incidents of harassment. Anyone who believes that he or she is being harassed by a co-worker, supervisor, administrator or other individual at the workplace (whether employed by the College or not), or believes that his or her employment is being adversely affected by such conduct, should immediately report such concerns to his or her supervisor, next level administrator, another administrator, or the ~~Personnel~~*Human Resources* Department.

Definitions

Harassment is defined as conduct that has the purpose or effect of substantially interfering with an employee's job performance, a student's educational performance or creating an intimidating, hostile and/or offensive environment for students, staff or faculty. Harassment includes, but is not limited to, intentional action (verbal or physical) against an employee and/or student on the basis of race/ethnicity, disability, national origin, age, sexuality, gender, learning difficulties, religious beliefs or other vulnerabilities. This includes but is not limited to epithets, abusive language, comments, slurs, jokes, displays, innuendos, cartoons, pranks, or harassment which is based on a person's protected class membership or a person's participation in activities identified with or promoting the activities of a protected group and that creates an intimidating, hostile, or offensive working environment.

Sexual harassment is defined as any unwelcome sexual advances or requests for sexual favors or any conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

Sexual harassment may involve the behavior of a person of either sex toward a person of the opposite or the same sex. Examples of behavior that would be considered sexual harassment include, but are not limited to, the following:

1. A pattern of conduct that a reasonable person would find intimidating, hostile, or offensive. Such conduct includes, but is

not limited to, gestures, facial expression, speech, or physical conduct of a sexual nature or which is repeated after an individual indicates that the conduct is hostile, offensive, or intimidating;

2. Direct or implied threats that submission to sexual advances will be a condition of employment, work status, promotion, grades, or letters of recommendation;
3. A pattern of conduct, intimidating, hostile, or offensive, and of a sexual nature, including, but not limited to, statements, questions, jokes, or anecdotes.

False or Malicious Complaints

It is a form of harassment to file a knowingly false or malicious complaint of harassment or of retaliation, and such knowingly false or malicious complaint is considered a violation of the College's harassment policy. Such conduct may be pursued using the steps followed for a complaint of harassment. A complaint pursued or filed in good faith under this section shall not constitute prohibited retaliation.

Responsibility to Report an Offense

The College has an obligation to investigate any apparent or alleged offense of harassment. Employees who are notified or otherwise become aware of any apparent or alleged offense of harassment must report such offense to their supervisor or the Director of ~~Personnel~~ *Human Resources*.

Supervisory Responsibility

Supervisors will strive to maintain a harassment-free College environment by promoting professionalism and by dealing with harassment promptly.

Supervisors will address any observed or reported incident or complaint of harassment with seriousness and will take prompt action while observing strict confidentiality, whether or not a formal written complaint has been filed. Employees must also ensure that

no retaliation will result against the person making a harassment complaint. Supervisors should consult the Director of ~~Personnel~~ **Human Resources** regarding any harassment complaint reported to them.

Confidentiality

All participants in the College's harassment complaint resolution process, including the complainant, respondent, witnesses, supervisors, Director of ~~Personnel~~ **Human Resources**, other investigative team members, and College administrators shall respect the confidentiality of the proceedings, including any filing of a complaint, investigation, and hearing of the same. Breaches of confidentiality serve only to jeopardize the conditions necessary to the success of internal procedures for resolution of claims of harassment. Participants are authorized to discuss the case only with those individuals who have a genuine need to know.

A complaint alleging an intentional breach of confidentiality may be pursued using the steps followed for a complaint of harassment. Such a breach may constitute an act of retaliation. Further, a breach of confidentiality may void the outcome of any previously agreed upon resolution to a complaint.

ed. EMPLOYEE PERSONNEL FILE

All employee personnel records shall be maintained under the following circumstances:

1. A copy of all personnel records relating to any employee shall be kept in an official personnel file which shall be located in the College ~~personnel~~ **human resources** office.
2. All personnel records shall be in writing. Written material relative to an employee's conduct or service shall be placed in the personnel file after that employee has had an opportunity to read such material. The employee shall acknowledge that he/she has read such material by affixing his/her signature to the actual copy to be filed, but it shall be understood that such signature merely signifies that he/she has read the material in question. Such signature indicates neither agreement nor disagreement with its content. If the employee refuses to sign the copy to be filed, then the administrator shall **with a third**

~~party as witness~~ state in the file the above refusal. *A third party must witness the action of the administrator.*

3. The employee shall have the right to answer in writing any material filed in his/her personnel file, and his/her answer shall be attached to the file copy.
4. Upon request by an employee, he/she shall be given access to the nonconfidential documents in his/her file without delay. Confidential documents are those materials used to evaluate a person's qualifications prior to employment to which the individual waived the right to access (placement credentials, letters of reference, etc.). At his/her written request, each employee shall be furnished, without cost, a copy of any material in his/her file. No items may be removed from the employee's file except for brief inspection or copying.
5. No material in the employee's personnel file will be duplicated without a subpoena, court order, or written authorization from the employee and appropriate vice president.

DE. DISCIPLINE AND DISCHARGE

1. The College may adopt such rules and regulations as it deems necessary and appropriate concerning the discipline of employees covered by this agreement so long as such rules and regulations are equitable, clearly defined, and not in conflict with the terms of this agreement. In formulating disciplinary policy the College shall adhere to the precept of corrective disciplinary action (i.e., discipline designed to correct rather than punish an employee's behavior).
2. No employee shall be subject to discipline or discharge without just standards and reasonable and proper cause. Disciplinary action may include any of the following:
 - a. Oral reprimand.
 - b. Written reprimand.
 - c. Suspension with pay.
 - d. Suspension without pay.

e. Dismissal.

The College shall follow a policy of progressive discipline with the initial disciplinary action being dependent upon the severity of the offense.

3. Disciplinary action shall be taken only in situations of reasonable and proper cause and shall be in accordance with the following procedures:
 - a. Employees subject to disciplinary action shall have the right to Association representation in disciplinary proceedings and the Association shall be advised in writing of all disciplinary actions resulting in possible suspension or dismissal.
 - b. When an employee is required to meet with an administrator and the results of this interview may lead to disciplinary action of either suspension or discharge, the employee shall be given reasonable prior written notice of the reasons for such meeting and shall be entitled to have a personal representative of choice in attendance at said meeting. This procedural requirement is not intended to prevent the immediate temporary suspension of an employee if in the judgment of the administrator the situation is sufficiently serious to warrant such action. If a temporary suspension is initiated, the required interview will be scheduled to take place as expeditiously as reasonably possible.
 - c. If the College has reason to discipline an employee, this action, insofar as practicable, shall be done in a manner that will not embarrass the employee before other College personnel or the public.
 - d. In situations where an employee's continued presence on the job constitutes a clear and present danger to the employee, other College personnel, or to the health and safety of the public, the College may at any time suspend the employee, with or without pay as the circumstances deem appropriate.

- e. Disciplinary action resulting in suspension without pay must be in compliance with the provisions of this agreement and must be approved by the appropriate vice president, and disciplinary action resulting in dismissal must be in compliance with the provisions of this agreement and must be approved by the College President.
- f. ~~No second~~*Double* jeopardy will *not* be imposed for events that occur external to the institution except where required by law.

EF. JOB DESCRIPTION

Members of the bargaining unit shall receive notification of proposed changes in job description at least two *(2)* weeks prior to the proposed change. A change in job description may be appealed through the grievance procedure.

ARTICLE V

Performance Evaluation of Faculty Members

A. EXPLANATION AND RATIONALE

The single most important responsibility of the Lake Land College Board, faculty, and staff is to provide a quality instructional program designed to promote effective student learning. Excellence of instruction can be achieved when the College employs only fully qualified faculty members. Faculty members should be familiar with the best pedagogical approaches and work in an atmosphere where the freedom to teach and learn is encouraged.

With these principles in mind, a systematic and professional program to assess the quality of instruction and academic support services at Lake Land College is necessary to meet the changing needs of the community, the students, and society. This evaluation program is not intended to be a punitive instrument. Instead, it should develop relationships between faculty and administration, assign ownership for improvement to each faculty member, and emphasize the value of community in the process.

B. EVALUATION OF FULL-TIME, TENURED FACULTY

The full evaluation of tenured faculty shall be governed by the following:

1. Formal evaluations of tenured faculty members are required every two (2) years.
2. An evaluator will be a Division Chairperson and/or the most suitable administrator as determined by the appropriate Vice President.
3. Non-instructional faculty (Librarians, Counselors, Financial Aid Advisors, and other Academic Support employees covered by this agreement) shall be evaluated uniformly within their respective classifications and in accordance with their contractually assigned duties and responsibilities by the appropriate Vice President. (See Appendix D)

4. An evaluator shall visit a class of each instructor. The faculty member and evaluator shall mutually agree upon the date the visit is to be made and the objectives for that instructional session.
5. The faculty member shall provide to the evaluator a written summary that reviews the faculty member's activities and accomplishments in teaching, curriculum development, research/creative achievement, and/or relevant service since the last formal evaluation.
6. After the classroom visit is completed and the written summary is provided, the evaluator shall hold a conference with the faculty member to discuss the faculty member's in-class teaching performance, contributions to the department, and professional growth using the appropriate evaluation form (See Appendix A). At this meeting, the faculty member may voluntarily make available any other information pertinent to the evaluation process.
7. On or before ninety (90) days prior to the end of the academic year, the evaluator shall file a report on the evaluation and conference of each tenured faculty member under his/her jurisdiction with any recommendations that are deemed pertinent with the appropriate Vice President. The Vice President will then forward his/her recommendation to the President. The faculty member shall receive a copy of this report.

C. EVALUATION OF FULL-TIME, NON-TENURED FACULTY MEMBERS

The full evaluation of non-tenured faculty shall be governed by the following:

1. Formal evaluations of non-tenured faculty members are required each year.
2. An evaluator will be a Division Chairpersons and/or the most suitable administrator as determined by the appropriate Vice President.

3. Non-instructional faculty (Librarians, Counselors, Financial Aid Advisors, and other Academic Support employees covered by this agreement) shall be evaluated uniformly within their respective classifications and in accordance with their contractually assigned duties and responsibilities by the appropriate Vice President. (See Appendix D)
4. An evaluator shall visit a class of each instructor. The faculty member and evaluator shall mutually agree upon the date the visit is to be made and the objectives for that instructional session.
5. The faculty member is encouraged to provide to the evaluator a written summary that reviews the faculty member's activities and accomplishments in teaching, curriculum development, research/creative achievement, and/or relevant service.
6. Each non-tenured faculty member shall distribute student evaluation forms (See Appendices B.1 and B.2) to all classes each semester. The purpose of conducting these surveys is to provide the faculty member a tool to analyze his/her teaching performance based on student responses. The results of the student evaluations, excluding those for which a grade has not yet been assigned, will be forwarded to the faculty member and the evaluator for inclusion in the faculty member's total evaluation report.
7. After the classroom visit is completed the evaluator shall hold a conference with the faculty member to discuss the faculty member's in-class teaching performance, results of the student evaluations, syllabi and/or course outlines for course taught, strengths and areas of improvement, contributions to the department, and professional growth using the appropriate evaluation form (See Appendix C). At this meeting, the faculty member may voluntarily make available any other information pertinent to the evaluation process.
8. On or before ninety (90) days prior to the end of the academic year, the evaluator shall file a report on the evaluation and conference of each non tenured faculty member under his/her jurisdiction with any recommendations that are deemed pertinent with the appropriate Vice President. The Vice President will then forward his/her recommendations for

approval or denial for continued contractual service to the President. The non tenured faculty member shall receive a copy of this report.

D. GRANTING OF TENURE

The granting of tenure to a non-tenured faculty member who is completing the third consecutive year of full-time employment shall be governed by the following:

1. Military leaves, maternity leaves, disability leaves, or general leaves of absence shall not be considered eligible to fulfill any part of the three- (3) or four- (4) year probationary requirement.

2. The tenured faculty members of a division shall vote on whether to grant or deny tenure to the eligible faculty member. ~~The tenured members, excluding the division chairperson, will then vote via secret ballot whether to grant or deny tenure to the eligible faculty member. The votes are to be tabulated and announced in that division meeting. Results are to be forwarded to the appropriate Vice President. In order for divisions to be consistent with the granting of tenure, division members, excluding the division chair or appropriate supervisor, will vote on non-tenured faculty each year for three (3) years. The first two (2) years involve an unofficial vote. The purpose of unofficial voting is to give the tenure candidate ample feedback regarding the perception of his/her performance. In each of the three (3) years, voting division members will use a standardized form on which to base the granting of tenure. (See appendix E). In each year of voting, division chairs or appropriate supervisors will announce to all division members the time frame to complete an evaluation form/vote for a specific non-tenured candidate. Non-tenured division members other than the candidate being evaluated may vote in the first and second year.~~

~~Division members will be given at least one (1) week but no more than two (2) weeks to complete an evaluation form/vote. All votes must be turned in at or prior to the designated staff/division meeting, or the vote will be invalid. Since voters are encouraged to use the designated time period to make thoughtful decisions, an evaluation/vote cannot be changed once it has been submitted.~~

~~In each of the three (3) years of voting, the division chair or appropriate supervisor will give the tenure candidate a written summary of the division's evaluations and comments, a tally of yes/no votes resulting~~

from the evaluation, and a listing of division members who cast valid votes that year. Evaluation contents will remain anonymous to the tenure candidate in all evaluation summaries received.

Voting conducted during the third year of the tenure candidate's service to the college will be designated as the official and final tenure vote. Non-tenured division members may not vote in the third and final vote for a tenure candidate. Each year, after the voting of tenure has been completed, the votes are to be tabulated and announced at the meeting in which the votes were submitted.

All completed evaluations regarding tenure voting will be kept on file in the office of the appropriate vice-president. The completed evaluation forms/votes will remain on file in the appropriate vice-president's office for two (2) years after the third vote is completed. Summaries of the evaluations from all three (3) years of voting, which contain anonymous comments made by division faculty, will be placed on file in the Human Resources office.

In making this decision, tenured members of the division will be allowed to use the following tools to evaluate the non-tenured faculty member's performance:

- a. Past student evaluations of the non-tenured instructor. (Not to include student evaluations of courses for which a grade has yet to be assigned.)
- b. Syllabi and/or course outlines prepared by non-tenured faculty members for courses they have taught.
- c. Tenured faculty members of the division also have the option to observe non-tenured faculty members in a classroom setting provided the following conditions are met:
 - 1) The tenured faculty member has informed the division chair of his/her interest in observing a non-tenured faculty member in the performance of their classroom duties.
 - 2) Having informed the division chair of his/her interest the tenured faculty member and the non-tenured faculty member shall mutually agree upon a date the visit is to be made before any visitation is made. Purpose of said visitation is solely to observe the classroom teaching

competency of the non-tenured faculty member.

- 3) Outcome of said observation is strictly confidential and is to be used by the observer only as a measure of the non-tenured faculty member's classroom teaching competence.
- d. Other materials provided by the non tenured faculty member to tenured members of the division for evaluation purposes.
3. The evaluator will provide a written recommendation to the appropriate Vice President for granting or denying tenure to the eligible faculty member. The results of the evaluation form (See Appendix C) forms, student evaluations, and the voting results of the Department's tenure vote should be the three (3) primary tools used in the tenure decision process.
4. The appropriate Vice President shall submit not later than ninety (90) days before the end of the school year or term during the school year in which tenure would otherwise be conferred a letter of recommendation to the President for each non-tenured faculty member who has completed three (3) consecutive years of service for either granting of tenure status, the extension of one (1) additional year of non-tenure status, or for dismissal. If a one-year (1) extension is the option the Board selects, the non-tenured faculty member will be given notice not later than sixty (60) days before the end of the school year or the term during the school year in which tenure would otherwise be granted.
5. The letter of recommendation shall include the decision of the majority of the members of the division regarding the granting of tenure to the non-tenured faculty member and the recommendation of the appropriate evaluator.
6. The President shall then forward his recommendation, along with the Vice President's letter of recommendation, to the Board of Trustees for review regarding the conferring of tenure status.
7. The faculty member will be notified no later than 5 college business days of the Board's decision to terminate employment, offer a one-year (1) probationary period, or grant tenure.

ARTICLE VI

General Provisions

A. ADMINISTRATION – FACULTY ISSUE RESOLUTION COMMITTEE

In order to facilitate communication between the parties and to attempt to resolve issues, an Administration-Faculty Committee shall be established which shall consist of three (3) members designated by the Association President and three (3) members designated by the College President. On the reasonable request of either party, the Committee shall meet to discuss matters of mutual concern that do not involve pending negotiations or pending formal grievances. The parties shall meet at least once a semester. Meetings will not be scheduled during faculty members' regularly scheduled class time or student appointments. The College President and the Association President reserve the right to substitute members of the Committee at any time.

The chair will alternate each meeting between the Administration and the Association. The Committee shall make written recommendations to the President of the College. If the Committee does not reach a consensus, separate reports shall be made. The President of the College shall make a timely written response to the Committee if so requested by the Committee.

B. PROCEDURE FOR FUTURE NEGOTIATIONS

1. **Parties**

- a. Each party in any negotiations shall select its negotiating representatives as provided: Each negotiating team shall consist of no more than three (3) members.
- b. Association representatives will be members of the Association.
- c. Board representation will be members of the Board or the College administration at the option of the Board.
- d. During negotiations each team shall have the prerogative of having two (2) consultants at any one (1) meeting, changing consultants between meetings if that team so desires.

- e. Membership of the teams shall not be changed during the course of negotiations, except in unavoidable circumstances.

2. **Time**

If either the Association or the College desires to change, terminate or modify this agreement, a written notice shall be given by either party to the other not later than March 1 of the appropriate year in which the agreement is due to expire. Negotiations will begin no later than thirty (30) days after the March 1st date, unless extended by mutual agreement of the parties following the submission of a written request by either party.

3. **Meeting Time, Places, Rules**

- a. Meeting time, places, rules will be as follows: Negotiating sessions shall be in a mutually agreed upon location.
- b. Negotiation meetings shall be held at times that do not conflict with scheduled College commitments.
- c. Either team may caucus at any time during the negotiating session for ten minutes. A longer caucus must be mutually agreed upon.
- d. During negotiations all materials submitted by either team to the other team will be initialed by all negotiating members present to indicate receipt of the information. During negotiations, agreed upon material shall be prepared for the Board and the Association and signed prior to the adjournment of the meeting at which agreement was reached.
- e. Postponement or cancelling of scheduled negotiating meetings must have consent of representatives of the Board and the Association. Any such requests must be made at least 24 hours in advance of the meetings, except in cases of unavoidable emergencies.

4. Agreement

When the representatives of the Association and Board reach tentative agreement on all matters being negotiated, they will be reduced to writing and shall be submitted to the membership of the Association for ratification and to the full Board for official approval with explicit reasons for the adoption. The obligation to urge adoption of the tentative agreement does not preclude either the Board or the Association from discussing the relative merits of all provisions of the tentative agreement with their respective groups.

5. Definition of Impasse

Impasse occurs when, after exhaustive good-faith negotiations, the parties' positions are well fixed and at a stalemate.

6. Mediation

- a. Once commenced, bargaining must continue for at least a 60-day period, or until a contract is entered into. If the parties have not reached agreement by 90 days before the scheduled start of the school year, they must notify the Illinois Educational Labor Relations Board (IELRB) of the status of negotiations. If the parties fail to reach an agreement within 15 days of the scheduled start of the school year and have not requested mediation, the IELRB will invoke mediation. However, prior to that time - after a reasonable period of negotiation and within 45 days of the scheduled start of the school year - either party may request mediation whether impasse has been reached or not, or the IELRB may initiate mediation if the parties are at impasse. Whether or not the mediator performs fact-findings and makes written findings and recommendations is to be determined by agreement between the parties.
- b. If the parties cannot reach agreement through negotiation (or mediation), they may upon mutual consent, but are not required to, submit unresolved issues concerning the terms of a new agreement to final and binding arbitration.

- c. Costs for consultants chosen by any party shall be paid by that party. The costs for the mediator shall be shared equally by the Board and the Association.

C. PRECEDENCE OF AGREEMENT

1. The parties mutually agree that the terms and conditions set forth in this agreement represent the full and complete understanding between the parties. The terms and conditions may be added to, deleted from, or modified only through the voluntary, mutual consent of the parties in an executed written agreement. The parties acknowledge that during the process of negotiations, which resulted in the agreement, that each had an unlimited opportunity and right to make proposals, counterproposals, and demands on any subjects permitted by law or covered in this agreement. Therefore, each agrees that the other party shall not be obligated subsequently to re-open negotiations or to bargain collectively on any subject during the life of this agreement.
2. This contract shall not be amended or deleted from in whole or in part by the parties except in writing duly executed by both parties.
3. The terms and conditions negotiated under the terms of this agreement shall be reflected in individual employment contracts.
4. If there is any conflict between the written terms of this agreement and written Board policies or written Board rules and regulations which may from time to time be in effect, the written terms of the agreement shall be controlling.
5. If any provision or amendment of this agreement is or shall at any time be contrary to or unauthorized by law, then such provision shall not be applicable, except to the extent permitted by law. In such cases, all other provisions of the agreement shall remain in full force and effect.

D. NON-INTERRUPTION OF SERVICES

During the period this contract is in force, the employees shall not enter into a strike against the Board, and the Board shall not conduct a lockout.

E. EFFECT AND DURATION OF CONTRACT

This agreement shall be effective as of August 20, 2004 and shall be in full force and effect up to and including the day preceding the beginning of the 2007-2008 academic year.

IN WITNESS WHEREOF, the parties hereto have executed this agreement this 10th day of May 2004.

BOARD OF TRUSTEES
COMMUNITY COLLEGE
DISTRICT #517
LAKE LAND COLLEGE
MATTOON, ILLINOIS

LAKE LAND COLLEGE
FACULTY ASSOCIATION
IFT-AFT, LOCAL 2296,
AFL-CIO

(Chairman)

(President)

(Secretary)

(Secretary)

Appendix A (page 1 of 2)

REVIEW OF THE TENURED INSTRUCTIONAL FACULTY MEMBER

Name of faculty member: _____ Division: _____

Position: _____

I. CLASSROOM TEACHING PERFORMANCE (CHECKLIST):

Class: _____ Time: _____ Date: _____

Rating System:

4 = Excellent performance that consistently exceeds expectations.

3 = Good performance that consistently meets expectations.

2 = Performance that needs improvement.

1 = Performance that is unsatisfactory.

N/O = Not Observed/Not Applicable

Please circle the response that is most appropriate: The instructor ...

- | | | | | | |
|--|---|---|---|---|-----|
| 1. Was prepared; evidence of planning and good organization was present: | 4 | 3 | 2 | 1 | N/O |
| 2. Possessed a good rapport with students: | 4 | 3 | 2 | 1 | N/O |
| 3. Effectively communicated concepts clearly and distinctly to students. | 4 | 3 | 2 | 1 | N/O |
| 4. Recognized the different capacities and interests of students: | 4 | 3 | 2 | 1 | N/O |
| 5. Was knowledgeable of the subject being discussed: | 4 | 3 | 2 | 1 | N/O |
| 6. Clearly stated the objectives of the material to be covered | 4 | 3 | 2 | 1 | N/O |
| 7. Encouraged class/student participation | 4 | 3 | 2 | 1 | N/O |
| 8. Is proficient in the use of the English language | 4 | 3 | 2 | 1 | N/O |

CLASSROOM TEACHING PERFORMANCE (EVALUATOR COMMENTS):

Appendix A (page 2 of 2)

II. NON-TEACHING PERFORMANCE (CHECKLIST):

- | | | | | | |
|--|---|---|---|---|-----|
| 1. Carries out academic advisement responsibilities in a positive and helpful way: | 4 | 3 | 2 | 1 | N/O |
| 2. Is willing to devote time and energy to the development and improvement of curricular materials, pedagogical processes, and related programs: | 4 | 3 | 2 | 1 | N/O |
| 3. Cooperates, collaborates, and promotes an environment of collegiality with peers: | 4 | 3 | 2 | 1 | N/O |
| 4. Maintains a high standard of professional ethics: | 4 | 3 | 2 | 1 | N/O |
| 5. Attends all scheduled, contractually-required meetings: | 4 | 3 | 2 | 1 | N/O |
| 6. Completes assigned duties: | 4 | 3 | 2 | 1 | N/O |

NON-TEACHING PERFORMANCE (EVALUATOR COMMENTS):

III. SUMMARY OF EVALUATION:

- Overall rating of the faculty member's teaching and non-teaching performances:
 Exceeds expectations Meets expectations Needs improvement Unsatisfactory
- Recommended for continued employment:
 Yes No

(If "no," a plan and timetable designed to address specific areas of improvement shall be produced and agreed upon by the faculty member, the evaluator, and the appropriate Vice President.)

Signature of Evaluator: _____ Date: _____

Signature of Faculty Member: _____ Date: _____

* *Attachments to this evaluation form shall include any material provided by the faculty member to be included in the evaluation.*

* *A copy of this completed evaluation sheet and all attachments must be given to the faculty member reviewed.*

* *The faculty member's signature acknowledges receipt of the review document and does not necessarily indicate the faculty member's agreement with its content.*

Appendix B.1

LAKE LAND COLLEGE
STUDENT EVALUATION OF COURSE AND INSTRUCTOR

Instructor's Name _____ Semester: Fall ___ Spring ___ Summer ___ Year ___

Course Title _____ Section Number _____

Please complete the following evaluation. **DO NOT IDENTIFY YOURSELF.** Instructors will receive the evaluation results after grades have been submitted.

Please circle the response most appropriate

(5) Strongly Agree (4) Agree (3) Neutral (2) Disagree (1) Strongly Disagree (NA) Not Applicable

1. At the beginning of the class:
 - a. detailed course outline was distributed to the class 5 4 3 2 1 NA
 - b. the grading system was explained thoroughly 5 4 3 2 1 NA
 - c. the class objectives were clearly stated and explained 5 4 3 2 1 NA
2. Directions for course assignments were clear and specific 5 4 3 2 1 NA
3. Assignments related to course goals and objectives 5 4 3 2 1 NA
4. Instructor's use of technology was appropriate and related to the class 5 4 3 2 1 NA
5. Instructional materials and resources used were current and specific to the subject area ... 5 4 3 2 1 NA
6. Evaluation methods (tests, etc.) stressed important points of the lectures/text 5 4 3 2 1 NA
7. Instructor returned assignments and tests on timely basis 5 4 3 2 1 NA
8. Instructor's grading system was fair and objective 5 4 3 2 1 NA
9. Instructor was able to simplify difficult material 5 4 3 2 1 NA
10. Instructor was able to keep the class focused on the lessons presented 5 4 3 2 1 NA
11. Instructor was enthusiastic and interesting 5 4 3 2 1 NA
12. Instructor was skilled in presenting subject matter in a variety of ways 5 4 3 2 1 NA
13. Instructor started and dismissed class at the scheduled times 5 4 3 2 1 NA
14. Classroom activities were organized and related to each other and to the material presented 5 4 3 2 1 NA
15. Instructor was prepared for each class 5 4 3 2 1 NA
16. Instructor was accessible to students on an individual basis (either in the office, after class, etc.) 5 4 3 2 1 NA
17. Instructor encouraged students to ask questions and actively participate in class 5 4 3 2 1 NA
18. Instructor was fair and impartial dealing with students 5 4 3 2 1 NA
19. Instructor related to students as individuals 5 4 3 2 1 NA
20. Instructor established a good relationship with the class 5 4 3 2 1 NA
21. Instructor was proficient in the use of the English Language 5 4 3 2 1 NA

Comments about the instructor: _____

Comments about the course: _____

Appendix B.2

**LAKE LAND COLLEGE
STUDENT EVALUATION OF ONLINE COURSE AND INSTRUCTOR**

Instructor's Name _____ Semester: Fall ___ Spring ___ Summer ___ Year ___

Course Title _____ Section Number _____

Please complete the following evaluation. **DO NOT IDENTIFY YOURSELF.** Instructors will receive the evaluation results after grades have been submitted.

Choose the most appropriate response to the following statements.

(5) Strongly Agree (4) Agree (3) Neutral (2) Disagree (1) Strongly Disagree (NA) Not Applicable

- 1. The website and course materials were organized and easy to navigate. 5 4 3 2 1 NA
- 2. Instructor used a variety of teaching methods/activities..... 5 4 3 2 1 NA
- 3. Instructor was knowledgeable in subject area 5 4 3 2 1 NA
- 4. The class objectives were clearly stated and reflected the material to be covered..... 5 4 3 2 1 NA
- 5. Online activities and course content were well organized and related to the lessons 5 4 3 2 1 NA
- 6. Instructor provided helpful feedback 5 4 3 2 1 NA
- 7. Instructor's grading system was fair and objective 5 4 3 2 1 NA
- 8. Subject matter was clear and easily understood 5 4 3 2 1 NA
- 9. Instructor's vocabulary was appropriate for the class 5 4 3 2 1 NA
- 10. The instructor provided help and motivation to keep students focused 5 4 3 2 1 NA
- 11. Tests accurately reflected course content and objectives 5 4 3 2 1 NA
- 12. Instructor communicated and interacted appropriately with students 5 4 3 2 1 NA
- 13. Instructor encouraged class/student participation..... 5 4 3 2 1 NA
- 14. Instructor is proficient in the use of the English language 5 4 3 2 1 NA
- 15. Instructional materials and resources used were current and specific to the subject area..... 5 4 3 2 1 NA
- 16. Class discussions via the web were helpful and meaningful 5 4 3 2 1 NA
- 17. Directions for course assignments were clear and specific 5 4 3 2 1 NA
- 18. Instructor answered questions in a timely manner..... 5 4 3 2 1 NA
- 19. The instructor was interested in my success 5 4 3 2 1 NA
- 20. The instructor was effective in teaching the subject matter 5 4 3 2 1 NA
- 21. I would recommend this instructor to other students..... 5 4 3 2 1 NA

Comments about the instructor: _____

Comments about the course: _____

Appendix C (page 1 of 2)

**REVIEW OF THE NON-TENURED INSTRUCTIONAL
FACULTY MEMBER**

Name of faculty member: _____ Division: _____

Position _____ Year of appointment _____

I. CLASSROOM TEACHING PERFORMANCE (CHECKLIST):

Class: _____ Time: _____ Date: _____

Rating System:

4 = Excellent performance that consistently exceeds expectations.

3 = Good performance that consistently meets expectations.

2 = Performance that needs improvement.

1 = Performance that is unsatisfactory.

N/O = Not Observed/Not Applicable

Please circle the response that is most appropriate: The instructor ...

- | | | | | | |
|--|---|---|---|---|-----|
| 1. Was prepared; evidence of planning and good organization was present: | 4 | 3 | 2 | 1 | N/O |
| 2. Possessed a good rapport with students: | 4 | 3 | 2 | 1 | N/O |
| 3. Effectively communicated concepts clearly and distinctly to students. | 4 | 3 | 2 | 1 | N/O |
| 4. Recognized the different capacities and interests of students: | 4 | 3 | 2 | 1 | N/O |
| 5. Was knowledgeable of the subject being discussed: | 4 | 3 | 2 | 1 | N/O |
| 6. Clearly stated the objectives of the material to be covered | 4 | 3 | 2 | 1 | N/O |
| 7. Encouraged class/student participation | 4 | 3 | 2 | 1 | N/O |
| 8. Is proficient in the use of the English language | 4 | 3 | 2 | 1 | N/O |

CLASSROOM TEACHING PERFORMANCE (EVALUATOR COMMENTS):

II. NON-TEACHING PERFORMANCE (CHECKLIST):

- | | | | | | |
|--|---|---|---|---|-----|
| 1. Carries out academic advisement responsibilities in a positive and helpful way: | 4 | 3 | 2 | 1 | N/O |
| 2. Is willing to devote time and energy to the development and improvement of curricular materials, pedagogical processes, and related programs: | 4 | 3 | 2 | 1 | N/O |
| 3. Cooperates, collaborates, and promotes an environment of collegiality with peers: | 4 | 3 | 2 | 1 | N/O |
| 4. Maintains a high standard of professional ethics: | 4 | 3 | 2 | 1 | N/O |
| 5. Attends all scheduled, contractually-required meetings: | 4 | 3 | 2 | 1 | N/O |
| 6. Completes assigned duties: | 4 | 3 | 2 | 1 | N/O |

NON-TEACHING PERFORMANCE (EVALUATOR COMMENTS):

III. SUMMARY OF STUDENT EVALUATIONS:

Strengths:

Area(s) of Improvement:

IV. SUMMARY OF EVALUATION:

- Overall rating of the faculty member's teaching and non-teaching performances:
 Exceeds expectations Meets expectations Needs improvement Unsatisfactory
- Recommended for continued employment:
 Yes No

Signature of Evaluator: _____ Date: _____

Signature of Faculty Member: _____ Date: _____

** Attachments to this evaluation form shall include copies of student evaluations any and material provided by the faculty member to be included in the evaluation.*

** A copy of this completed evaluation sheet and all attachments must be given to the faculty member reviewed.*

** The faculty member's signature acknowledges receipt of the review document and does not necessarily indicate the faculty member's agreement with its content.*

PROFESSIONAL EMPLOYEE PERFORMANCE EVALUATION

Name of Employee _____

Evaluator _____

Directions:

Please fill out the evaluation form to the best of your ability. The listed criteria are intended as a guide for your use, and space is provided for comments after each statement. The reverse side contains space for established goals for continued growth in the positions.

1. ENERGY LEVEL (Works hard; has a sense of urgency)

Comments:

2. DECISION MAKING SKILLS (Makes timely decisions based on sound judgment; has the strength of his/her conviction)

Comments:

3. RESPONSIBILITY LEVEL (Accepts responsibility for both the success and failures of work that has been done personally, by subordinates, or by the entire institution; seeks and accepts new responsibilities)

Comments:

Appendix D (page 2 of 4)

4. **WORK BEHAVIOR** (Works as part of the management team; work reflects a desire to be a part of organizational success as much as or more than personal success; continues professional working relationships with other staff members during times of stress or personal disagreement)

Comments:

5. **WORKING RELATIONSHIPS** (Stimulates subordinates; is a good listener; maintains openness and is considerate of others; involves others in problem resolution and decisions.)

Comments:

6. **COMMUNICATIONS** (Communicates in a clear, timely and effective manner; keeps others informed; communicates his/her expectations)

Comments:

7. **PROBLEM SOLVING SKILLS** (Resolves problems; recommendations for solutions reflect thorough and penetrating analysis of facts and issues)

Comments:

Appendix D (page 3 of 4)

8. **SUPERVISION SKILLS** (Clearly specifies responsibility; delegates assignments without undue interference yet is well aware of the state of operations; follows up the assignment of tasks to completion)

Comments:

9. **ORGANIZATIONAL ABILITY** (Plans effectively; achieves results in priority area; balances the need to get work done with the need to relate to people)

Comments:

10. **TECHNICAL KNOWLEDGE/SKILLS** (Demonstrates general level of knowledge of fundamental skills for job; completes tasks on time; performs high quality work; can answer questions and provide feedback on technical problems)

Comments:

11. What do you appreciate most about this individual's work performance?

12. In what area(s) should this individual concentrate to improve effectiveness?

13. Evaluation of the performance of this employee's area of responsibility:

14. Recommendation:

I do _____ do not _____ recommend this employee for continued employment with Lake Land College.

ACKNOWLEDGMENT: The employee's signature below shall serve as verification that this evaluation has been reviewed and discussed with the supervisor; it shall be understood that such signature merely signifies that the employee has read the material in question. Such signature indicates neither agreement nor disagreement with its contents. The employee shall have the right to respond in writing to any area of the performance evaluation and/or interview notations. Any written response will be attached to this review and placed in the employee's personnel file.

(Signature of Employee)

(Signature of Evaluator)

Date: _____

Date: _____

Appendix E (page 1 of 3)

**Non-Tenured Faculty Performance Evaluation
Conducted by Division Tenured Faculty**

Division: _____

Semester & Year: _____

Non-tenured faculty member being evaluated: _____

Year of faculty evaluation: (check one box)

1st yr.

2nd yr.

3rd yr.

Use the number system below to evaluate the non-tenured faculty member.

1= very poor, great deal of improvement needed

2= below average, needs some improvement

3= satisfactory

4= above average

5 = excels, is a strong candidate in this area

N/O = No opportunity to observe

Criteria for evaluation (please circle the number that best represents your assessment for each category):

1. Energy Level: (Hard working, motivated)

1 (very poor) 2 (below average) 3 (satisfactory) 4 (above average) 5 (excels) (N/O) not observed

List reasoning or cite examples which lead you to this decision.

2. Daily Management Skills: (Organized, plans well, prepared for daily tasks)

1 (very poor) 2 (below average) 3 (satisfactory) 4 (above average) 5 (excels) (N/O) not observed

List reasoning or cite examples which lead you to this decision.

Appendix E (page 2 of 3)

3. **Responsibility Level:** (attends required meetings, maintains office hours, good daily attendance, etc.)

1 (very poor) 2 (below average) 3 (satisfactory) 4 (above average) 5 (excels) (N/O) not observed

List reasoning or cite examples which lead you to this decision.

4. **Work Behavior & Relationships:** (professional, cooperative, collaborative, ethical, promotes student learning, etc.)

1 (very poor) 2 (below average) 3 (satisfactory) 4 (above average) 5 (excels) (N/O) not observed

List reasoning or cite examples which lead you to this decision.

5. **Professional Development:** (involved in developing course content and/or improving existing content, eager to learn, dedicated to increasing and utilizing knowledge of subject area, etc.)

1 (very poor) 2 (below average) 3 (satisfactory) 4 (above average) 5 (excels) (N/O) not observed

List reasoning or cite examples which lead you to this decision.

6. **Knowledge, Skills, & Abilities:** (demonstrates a working knowledge of subject area, proficient in skills required for job duties, etc.)

1 (very poor) 2 (below average) 3 (satisfactory) 4 (above average) 5 (excels) (N/O) not observed

List reasoning or cite examples which lead you to this decision.

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7. Teaching ability: For teaching faculty only. (effective communication, confident in classroom, knowledgeable of subject area, good rapport with students, encourages participation in class discussions, etc.)

To be completed **ONLY** if classroom observations occurred.

1 (very poor) 2 (below average) 3 (satisfactory) 4 (above average) 5 (excels) (N/O) not observed

List reasoning or cite examples which lead you to this decision.

For evaluation years 1 & 2, please answer the following questions:

1. What do you appreciate most about this individual's work performance?

2. In what area(s) should this individual concentrate to improve effectiveness?

RECOMMENDATION: (You must check one in order to have a valid vote).

Recommend for tenure

Do not recommend for tenure

List any additional reasons or examples that support your decision.

Appendix E-F (Page 1 of 3)

Additional Duty Compensation Worksheet

Printed Name: _____ For time period ending May 1, _____

Colleague # _____ Signature: _____

1. **Programs listed in the catalog as of 10th day fall semester**
 Number of degree or certificates 30 hours and over _____ X 20 Points each _____

Number of certificates under 30 hours _____ X 10 Points each _____

2. **Assessment plans directly responsible for**
 Number of degree or certificates 30 hours and over _____ X 20 Points each _____

Number of certificates under 30 hours _____ X 10 Points each _____

3. **Program enrollment - Number of students enrolled in degrees and certificates you are directly responsible for as of 10th day fall semester.**

41 - 60 Students	5 Points	_____
61 - 80 Students	10 Points	_____
81 - 100 Students	15 Points	_____
101 - 120 Students	20 Points	_____
Continues as above		

4. **Curriculum development**
 Number of new courses accepted by the Curriculum Committee _____ X 15 Points each _____

Number of new degrees or certificates 30 hours and over accepted by the Curriculum Committee _____ X 25 Points each _____

Number of new degrees or certificates under 30 hours accepted by the Curriculum Committee _____ X 15 Points each _____

5. **Textbook requests**
 Number of recommendations submitted to the bookstore annually (limit one per course) and course outline updated _____ X 10 Points each _____

6. **Special admissions programs**
 Number of programs with special admissions at or above capacity _____ X 80 Points each _____

Number of programs with special admissions below 100% capacity _____ X 40 Points each _____

7. **Recognized club advisor**
 Club sponsor _____ 40 20 Points _____
 Club co-sponsor _____ 5 10 Points _____

Appendix E-F (Page 2 of 3)

8. 7. Advisory committee activity

Convened a recognized Advisory Committee in the last 12 months _____ 49 20 Points _____

9. 8. Promotion activities

Ads accepted into office college course schedule in the last
12 month _____ X 10 Points each _____

Number of new brochures developed _____ X 10 Points each _____

Number of brochures substantially revised _____ X 5 Points each _____

After hours or off-campus recruitment activity _____ X 5 Points each _____
(not part of regular job duties)

10. 9. Articulation activity

Number of new articulation or 2 + 2 agreements signed with
high schools or 4 year institutions _____ X 5 Points each _____

11. Assistance

Number of other faculty assigned specifically to your discipline
(Not applicable if submitted as a co-application.) _____ X 20 Points each _____

12. Special program certification

Industry wide certification _____ 100 Points _____

State certification _____ 200 Points _____

National certification _____ 300 Points _____

13. 10. Program Coordinator Instructor certification is "required" to have certification for Lake Land to be able to offer a specific course or program and certification is earned in the last 12 months.

Industry wide certification _____ 30 Points _____

State certification _____ 60 Points _____

National Certification _____ 90 Points _____

14. 11. Optional certification earned in the last 12 months, not paid for by the college (field affiliation required)

Industry wide certification _____ 5 20 Points _____

State certification _____ 10 Points _____

15. 12. State or National Board/Panel participation (field affiliation required)

Board/Panel member _____ 5 Points _____

Board/Panel officer _____ 10 Points _____

14. 13. Assistance (please subtract from total)

Number of other faculty assigned specifically to your discipline
(Not applicable if submitted as a co-application.) _____ X -20 Points each _____

overload hours earned (see scale below) _____ **Total Points:** _____

Supervisor's Signature (if approved) _____

Date _____

Appendix E F (Page 3 of 3)

Annual Compensation Scale

Note: At least 90 points of items must be accumulated before compensation starts. All faculty members are required to complete many of the items included on this sheet as part of their normal work duties without additional compensation. The additional compensation starts when a faculty member completes a significantly large number of these items.

Add 10 points to each number on the current scale.

~~90-115 = .5 hour of overload assignment stipend~~ ~~80 - 105 .5 hour of overload assignment stipend~~
~~116-140 = 1 hour of overload assignment stipend~~ ~~106 - 130 1 hour of overload assignment stipend~~
~~141-165 = 1.5 hours of overload assignment stipend~~ ~~131 - 155 1.5 hours of overload stipend~~
~~166-190 = 2 hours of overload assignment stipend~~ ~~156 - 180 2 hour of overload assignment stipend~~
~~191-215 = 2.5 hours of overload assignment stipend~~ ~~181 - 205 2.5 hours of overload stipend~~
~~216-240 = 3 hours of overload assignment stipend~~ ~~206 - 230 3 hour of overload assignment stipend~~
~~241-265 = 3.5 hours of overload assignment stipend~~ ~~231 - 255 3.5 hours of overload stipend~~
~~266-290 = 4 hours of overload assignment stipend~~ ~~256 - 280 4 hour of overload assignment stipend~~
~~291-315 = 4.5 hours of overload assignment stipend~~ ~~281 - 305 4.5 hours of overload stipend~~
~~316-340 = 5 hours of overload assignment stipend~~ ~~306 - 330 5 hours of overload assignment stipend~~
~~341-365 = 5.5 hours of overload assignment stipend~~ ~~331 - 355 5.5 hours of overload stipend~~
~~366-390 = 6 hours of overload assignment stipend~~ ~~356 - 380 6 hours of overload assignment stipend~~
~~391-415 = 6.5 hours of overload assignment stipend~~ ~~381 - 405 6.5 hours of overload stipend~~
~~416-440 = 7 hours of overload assignment stipend~~ ~~406 - 430 7 hours of overload assignment stipend~~
Continues as above

Remove these numbers below entirely

~~431 - 455 7.5 hours of overload assignment stipend~~
~~456 - 480 8 hours of overload assignment stipend~~
~~481 - 505 8.5 hours of overload assignment stipend~~
~~506 - 530 9 hours of reassignment time or overload assignment stipend~~
~~531 - 555 9.5 hours of reassignment time or overload assignment stipend~~
~~556 - 580 10 hours of reassignment time or overload assignment stipend~~
~~581 - 605 10.5 hours of reassignment time or overload assignment stipend~~
~~606 - 630 11 hours of reassignment time or overload assignment stipend~~
~~631 - 655 11.5 hours of reassignment time or overload assignment stipend~~
~~656 - 680 12 hours of reassignment time or overload assignment stipend~~
~~681 - 705 12.5 hours of reassignment time or overload assignment stipend~~
~~706 - 730 13 hours of reassignment time or overload assignment stipend~~
~~731 - 755 13.5 hours of reassignment time or overload assignment stipend~~
~~756 - 780 14 hours of reassignment time or overload assignment stipend~~
~~781 - 805 14.5 hours of reassignment time or overload assignment stipend~~
~~806 - 830 15 hours of reassignment time or overload assignment stipend~~

Appendix F

April 29, 2004

Leeland Glazebrook, Chair Board of Trustees
5001 Lake Land Boulevard
Mattoon, IL 61938

Dear Mr. Glazebrook:

The Lake Land College Faculty Association (Local 2296) hereby submits the enclosed grievance into binding arbitration under the provisions of the Collective Bargaining Agreement by and between the Association and the Lake Land College Board of Trustees, Article III, paragraph "C," subparagraph "e."

We request that all lists of arbitrators come from the American Arbitration Association. We further request that they be sent to Mr. Gil Cornfield at the following address:

Gil Cornfield, Cornfield and Feldman
24 East Washington Street, Suite 1400
Chicago, IL 60602-1708

(312) 236-7800 - Phone
(312) 236-6686 - Fax

Sincerely,



Shane Rogers
Chair, Grievance Committee



Matt Landrus
President, Lake Land College Faculty Association

Date: March 15, 2004

To: Personnel Committee Lake Land College Board of Trustees

From: Department of Corrections Faculty at Vandalia and Danville

Subject: 5.25% pay raise revoked

Under Article III, grievance Procedures, Section B Guidelines, Sub Section. 5 outlined in the Lake Land College Faculty Association collective bargaining agreement. It states, "The association shall have the right to present grievances when a class action involving two or more members of this bargaining unit is in dispute."

The grievant's are:

Danville

Vandalia

Davis, Bruno

Brad Brannon

Hoenes, Joe

Jeff Cearlock

Kinny, Vicci

Rhonda Denton

Lebold, Jon

Melvin McKinney

Miller, Candace

Carl Runkel

Tuck, Michael

Roger Miller Associate Dean LLC at Vandalia Correctional Center had stated that there would be no pay increases for the staff this year.

PROVISION VIOLATION:

Article II Conditions of Employment, Section B. Salary Guidelines Sub Section (8d)
"Employees under contract for the 2002-2003 academic year shall receive salary increases of 5.25% of their 2002-2003 base salary for the 2003-2004 academic year."

Article II conditions for employment, Section B Salary guidelines Sub Section I (in part)

"One ninth of the base contract salary will be added for each additional month for employees who are employed more than nine months."

Established in a proceeding grievance, 12 month employees pay period starts July 1 to June 30 for increases in salary.

Article I Section (D) which states: "In the event of conflict between the terms and conditions of employment specified in this agreement and the Department of Corrections contract with Lake Land College, the Department of Corrections contract provisions shall govern and prevail."

CONTENTS OF GRIEVANCE:

The Lake Land College Faculty Association, Local 2296 members for mentioned did not receive the negotiated salary increases as per agreement. Signed as an agreement on May 8, 2000. By then Chairman of the Lake Land Board of Trustees. LeLand Glazebrook and the secretary of the LLC Board of Trustees. With then president of the Faculty Association Ben Ragle and the LLCFA secretary and be in force and effect up to and including the day proceeding the beginning of the 2004-2005 academic year.

On July 15, 2003 Department of Corrections Faculty were granted a 5.25% pay raise as outlined in the LLCFA Collective Bargaining Agreement. However, it was revoked on July 30, 2003. This is a violation of the LLCFA Collective Bargaining Agreement as well as Section IV General Requirements sub section (D) outlined in the Illinois Department of Corrections contract which states: "Contractor's employees providing services under this contract or by an approved amendment shall be employees of the Contractor and not employees of the State of Illinois or Department of Corrections. All salaries, fringe benefits, and travel expenses relating to performing activities specified in the approved contract or amendment shall be the responsibility of the Contractor."

We also are under the understanding that according to Section IV General Requirements Section sub section (K) outlined in the Illinois Department of Corrections contract it states: "For purposes of this contract, the term "Contractor's employees" or "employees of the Contractor" or "employees" shall include any person performing services on behalf of "Contractor" and are not employees of the State of Illinois or the Illinois Department of Corrections."

SETTLEMENT REQUEST:

By virtue of the language in the contract, the settlement the impacted faculty members request is a make whole remedy that includes, but is not limited to the following: Granting of the 5.25% salary increase as provided for in the Collective Bargaining Agreement.

Appendix G (page 1 of 3)

Illinois Compiled Statutes Higher Education Public Community College Act 110 ILCS 805/

ARTICLE IIIB. TENURE

(110 ILCS 805/3B-1) Sec. 3B-1. Definitions. As used in this Article, the following terms shall have the meanings hereinafter stated: "District" means a Community College District. "Board" means a Board of a Community College District. "Faculty Member" means a full time employee of the District regularly engaged in teaching or academic support services, but excluding supervisors, administrators and clerical employees. "School Year" means a regular academic year or its equivalent excluding summer school. "Term" means a term within a school year. "Notice" means a written notice delivered in person or deposited in the U.S. mail by certified or registered mail, postage prepaid, addressed to the faculty member's last known address. (Source: P.A. 81-1100.)

(110 ILCS 805/3B-2) Sec. 3B-2. Tenure. Any faculty member who has been employed in any district for a period of 3 consecutive school years shall enter upon tenure unless dismissed as hereinafter provided. However, a board may at its option extend such period for one additional school year by giving the faculty member notice not later than 60 days before the end of the school year or term during the school year or term immediately preceding the school year or term in which tenure would otherwise be conferred. Such notice must state the corrective actions which the faculty member should take to satisfactorily complete service requirements for tenure. The specific reasons for the one-year extension shall be confidential but shall be issued to the teacher upon request. The foregoing provision for a three-year period and optional one-year extension shall not be construed to interfere with or abrogate local board rules or contracts which now or hereafter may provide for a lesser period of service before entering upon tenure. A tenured faculty member shall have a vested contract right in continued employment as a faculty member subject to termination only upon occurrence of one or more of the following: a. Just cause for dismissal; or b. A reduction in the number of faculty members employed by the board or a discontinuance of some particular type of teaching service or program. (Source: P.A. 81-1100.)

(110 ILCS 805/3B-3) Sec. 3B-3. Dismissal of Non-tenure Faculty Member. Every Board shall provide by rule or contract for a procedure to evaluate the performance and qualifications of non-tenure faculty members. If the implementation of such procedure results in a decision to dismiss a non-tenure faculty member for the ensuing school year or term, the Board shall give notice thereof to the faculty member not later than 60 days before the end of the school year or term. The specific reasons for the dismissal shall be confidential

Appendix G (page 2 of 3)

but shall be issued to the teacher upon request. If the Board fails to give such notice, within the time period, the faculty member shall be deemed reemployed for the ensuing school year. If the Board fails to give such notice within the time provided during the third year, or during the fourth year in the case of a one year extension, the faculty member shall enter upon tenure during the ensuing school year or term. (Source: P.A. 81-1100.)

(110 ILCS 805/3B-4) Sec. 3B-4. Dismissal of Tenured Faculty Member for Cause. If a dismissal of a tenured faculty member is sought for cause, the board must first approve a motion by a majority vote of all its members. The specific charges for dismissal shall be confidential but shall be issued to the tenured faculty member upon request. The Board decision shall be final unless the tenured faculty member within 10 days requests in writing of the Board that a hearing be scheduled. If the faculty member within 10 days requests in writing that a hearing be scheduled, the Board shall schedule such hearing on those charges before a disinterested hearing officer on a date no less than 45 days, nor more than 70 days after the adoption of the motion. The hearing officer shall be selected from a list of 5 qualified arbitrators provided by a nationally recognized arbitration organization. Within 10 days after the teacher receives the notice of hearing, either the Board and the teacher mutually or the teacher alone shall request the list of qualified hearing officers from the arbitration organization. Within 5 days from receipt of the list, the Board and the teacher, or their legal representatives, shall alternately strike one name from the list until one name remains. The teacher shall make the first strike. Notice of such charges shall be served upon the tenured faculty member at least 21 days before the hearing date. Such notice shall contain a bill of particulars. The hearing shall be public at the request of either the tenured faculty member or the Board. The tenured faculty member has the privilege of being present at the hearing with counsel and of cross-examining witnesses and may offer evidence and witnesses and present defenses to the charges. The hearing officer upon request by either party may issue subpoenas requiring the attendance of witnesses and production of documents. All testimony at the hearing shall be taken under oath administered by the hearing officer. The hearing officer shall cause a record of the proceedings to be kept and the Board shall employ a competent reporter to take stenographic or stenotype notes of all testimony. The costs of the reporter's attendance and services at the hearing and all other costs of the hearing shall be borne equally by the Board and the tenured faculty member. Either party desiring a transcript of the hearing shall pay for the cost thereof. If in the opinion of the Board the interests of the district require it the Board, after 20 days notice, may suspend the tenured faculty member pending the hearing, but if acquitted, the tenured faculty member shall not suffer the loss of any salary by reason of the suspension. The hearing officer shall, with reasonable dispatch, make a decision as to whether or not the tenured faculty member shall be dismissed and shall give a copy of

Appendix G (page 3 of 3)

the decision to both the tenured faculty member and the Board. The decision of the hearing officer shall be final and binding. (Source: P.A. 81-1100.)

(110 ILCS 805/3B-5) Sec. 3B-5. Reduction in Number of Faculty Members. If a dismissal of a faculty member for the ensuing school year results from the decision by the Board to decrease the number of faculty members employed by the Board or to discontinue some particular type of teaching service or program, notice shall be given the affected faculty member not later than 60 days before the end of the preceding school year, together with a statement of honorable dismissal and the reason therefore; provided that the employment of no tenured faculty member may be terminated under the provisions of this Section while any probationary faculty member, or any other employee with less seniority, is retained to render a service which the tenured employee is competent to render. In the event a tenured faculty member is not given notice within the time herein provided, he shall be deemed reemployed for the ensuing school year. Each board, unless otherwise provided in a collective bargaining agreement, shall each year establish a list, categorized by positions, showing the seniority of each faculty member for each position entailing services such faculty member is competent to render. Copies of the list shall be distributed to the exclusive employee representative on or before February 1 of each year. For the period of 24 months from the beginning of the school year for which the faculty member was dismissed, any faculty member shall have the preferred right to reappointment to a position entailing services he is competent to render prior to the appointment of any new faculty member; provided that no non-tenure faculty member or other employee with less seniority shall be employed to render a service which a tenured faculty member is competent to render. (Source: P.A. 86-501.)

(110 ILCS 805/3B-6) Sec. 3B-6. Review under the Administrative Review Law. The provisions of the Administrative Review Law, and all amendments and modifications thereof and the rules adopted pursuant thereto, shall apply to and govern all proceedings instituted for the judicial review of final administrative decisions of a hearing officer under Section 3B-4 of this Article. The term "administrative decision" is defined as in Section 3-101 of the Code of Civil Procedure. (Source: P.A. 82-783.)