2018-2022 AGREEMENT

BETWEEN

BOARD OF TRUSTEES OF COMMUNITY COLLEGE

DISTRICT NO. 532

COUNTY OF LAKE AND STATE OF ILLINOIS

AND

COLLEGE OF LAKE COUNTY

FEDERATION OF TEACHERS, LOCAL NO. 2394 AFT
TABLE OF CONTENTS

Section One: Union/Board Contract Issues

01. Parties to the Agreement (Article 1) 1
02. Recognition (Article 2) 1
03. Representation Referendum (Article 3) 2
04. Non-Discrimination (Article 4) 3
05. Blank (Article 5) 3
06. Negotiation Procedures (Article 6) 4
07. Grievance Procedure (Article 7) 4
08. Medical Examination (Article 8) 7
09. Reduction in Staff (Article 9) 8
10. Release Time for Union Officer (Article 10) 9
11. Duration (Article 11) 10
12. Effect of Agreement (Article 12) 10

Section Two: Compensation

13. Compensation (Article 13) 11
14. Payroll (Article 14) 19
15. Dues Check-Off (Article 15) 20
16. Compensation for Co-Curricular Activities (Article 16) 21
17. Winter/Summer Session (Article 17) 23
18. Independent Study (Article 18) 24
19. Extended Activities (Article 19) 24
20. Substitution (Article 20) 24

Section Three: Load

21. Faculty Load and Overload (Article 21) 26
22. Department Chairpersons (Article 22) 31

Section Four: Benefits and Protections

23. Fringe and Flexible Benefits (Article 23) 38
24. Post Retirement Payment Program (Article 24) 39
25. Professor Emeritus (Article 25) 41
26. Professional Learning Activities Reimbursement Plan - PLARP (Article 26) 44
27. Job Sharing (Article 27) 50
28. Tuition Waiver (Article 28) 52
29. Travel Reimbursement (Article 29) 52
30. Use of College Facilities (Article 30) 53
31. Blank (Article 31) 54
32. College Calendar (Article 32) 54
33. Academic Freedom (Article 33) 54
34. Use, Access and Ownership of Intellectual Property (Article 34) 55
35. Tenure (Article 35) 57

Section Five: Faculty Obligations 59

36. Office Hours (Article 36) 59
37. Tutoring and Other Services (Article 37) 62
38. Outside Commitments (Article 38) 62
39. Qualifications to Be a Faculty Member (Article 39) 62
40. Drug Testing and Criminal Background Checks (Article 40) 63

Section Six: Leaves 65

41. Health and Injury Leave (Article 41) 65
42. Personal Leave (Article 42) 66
43. Court Appearance (Article 43) 67
44. General Leave of Absence (Article 44) 67
45. Sabbatical Leaves (Article 45) 69
46. Family Leave (Article 46) 72
47. Reduced Load Following Leave (Article 47) 75

In Witness Whereof 76

MEMORANDUMS OF UNDERSTANDING

Memorandum of Understanding – Facilities/Classroom Use 77
Memorandum of Understanding – Academic Titles 78
Memorandum of Understanding – Column Movement and Earned Doctorates 79
Memorandum of Understanding – Attendance at Commencement 80
Memorandum of Understanding – Domestic Partners 81
Memorandum of Understanding – Regarding Step Down of Banked Hours 82
Memorandum of Understanding – Regarding Step Down of Set-Aside Hours for Faculty Whose Load is Determined by Clock Hours 83
SECTION ONE: UNION/BOARD CONTRACT ISSUES

ARTICLE 1
PARTIES TO THE AGREEMENT

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

ARTICLE 2
RECOGNITION

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

As used herein, "faculty" shall include teachers, guidance counselors, instructional developers, librarians, and student development counselors, but shall not include the President, Vice Presidents, Deans, Business Manager, Director of Nursing, members of the central administrative staff, directors, or similar administrative positions which may be hereafter created. As used herein, “faculty” shall also include any employee who performs full-time faculty responsibilities on a temporary basis. As used herein, "faculty" shall not include those positions designated by the Board as "professional" as part of their employment classification.

As used herein, faculty shall not include any persons employed pursuant to a contractual program with a government agency. Any full-time faculty member who enters into a contractual or comparable program or adjunct employee position shall automatically be placed on General Leave (Article 44) for the duration of their adjunct position. Service during such General Leave shall not be considered consecutive service pursuant to Article 35 of this Agreement. Notwithstanding the foregoing, during the first year of full-time employment by the College, the Board and the faculty member may agree that the faculty member shall be employed for eleven (11) to thirteen (13) hours during either or both semesters of such first year and compensated at the rate of 11/15 to 13/15 of the amount prescribed in Article 13 of this Agreement, but all other provisions of the Agreement shall be applicable to such faculty member.

B. The Board agrees not to negotiate with any other faculty organization for the duration of this agreement over matters defined as negotiable herein.
C. The term "faculty" or "faculty members" when used hereinafter in this Agreement shall refer to those persons who are in the unit as defined in Section A of this Article.

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

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

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

ARTICLE 3
REPRESENTATION REFERENDUM

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

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

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

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

4. The signatures of all petitions must be dated with no date in excess of ninety (90) calendar days from the date of submission of the letter of challenge.

5. Upon receipt of the letter and the petitions, the Secretary of the Board shall furnish to all contending parties a complete list of faculty members eligible to execute such a petition. Any objections to such an eligibility list shall be filed with the Secretary of the
Board within five (5) calendar days of the receipt of the list. The sealed envelope with 
the petitions and the eligibility list (together with any unresolved objections thereto) 
shall be transmitted to a third party mutually agreeable to the Secretary and to the 
contending parties. The third party shall determine whether or not the requisite number 
of signatures appear on the petition (without counting any persons who are objected 
to in the aforementioned procedure).

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

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

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

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

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

**ARTICLE 4**
**NON-DISCRIMINATION**

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

**ARTICLE 5**
**INTENTIONALLY LEFT BLANK**
ARTICLE 6
NEGOTIATION PROCEDURES

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

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

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

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

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

ARTICLE 7
GRIEVANCE PROCEDURE

A. Introduction

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

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

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

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

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

C. Formal Procedure

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

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

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

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

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

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

Each arbitrator in turn shall be contacted by the parties until one is available to participate in the grievance arbitration case pursuant to the conditions set forth herein.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 8
MEDICAL EXAMINATION

If the Board shall require a faculty member to secure a medical examination and/or consultation by any physician, it shall pay the entire fee. When the Board requires a medical examination of a faculty member, the reason(s) requiring such examination shall be given in writing to the faculty member. The Board shall designate at least three (3) qualified physicians from which the faculty member shall select one. The faculty member may have his/her personal physician submit any pertinent data to the Board. This paragraph shall not apply to nor affect the right of the Board to require a newly employed faculty member to secure a medical examination or to produce evidence of being medically able to fully perform all duties.
ARTICLE 9
REDUCTION IN STAFF

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

If feasible, prior to the Board taking action to honorably dismiss a tenured faculty member, the appropriate Vice President or designee and Dean shall meet with the affected faculty member and his/her Union representative to provide notice of the recommended reduction action.

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

Should a faculty member desire to be listed as qualified to teach in a discipline/department outside of his/her primary discipline for purposes of the annual “Seniority List for Reduction in Staff”, he/she shall submit a written request as set forth in Article 39 of this Agreement by November 1 of each academic year to the appropriate division dean. The division dean has thirty (30) calendar days from receipt of the faculty member’s request to determine whether the faculty member meets the minimum qualifications for placement on the “Seniority List for Reduction in Staff” and to notify the faculty member accordingly. If the division dean denies the faculty member’s request, a reason shall be provided to the faculty member in writing. The faculty member has ten (10) calendar days to request review of the denial by the Vice President for Educational Affairs, who will make the College’s final determination as described in Article 39 of the Agreement. The final determination shall be issued within ten (10) calendar days from receipt of the faculty member’s request. If deemed qualified for another academic discipline/department, the faculty member’s placement will be effective with the College’s next posting of the “Seniority List for Reduction in Staff”.
Staff”. If a reduction in staff is deemed necessary, the College will rely upon the most current “Seniority List for Reduction in Staff” for purposes of determining a faculty member’s qualifications to teach at the time the reduction is effectuated. The timelines included herein may be extended by mutual agreement of the Union and the College.

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

D. In situations where a faculty member is hired in one department and subsequently moved or deemed qualified to teach in another department, the faculty member will be listed in both departments provided they are qualified to teach pursuant to Article 39.

ARTICLE 10
RELEASE TIME FOR UNION OFFICER

The CLCFT shall be granted twelve (12) hours of release time to be divided between the fall and spring semester for the purpose of conducting Union business. No more than two (2) CLCFT members may use such release time. In addition, one member of the CLCFT shall be granted an amount equal to one hour of overload pay for the summer term for the purpose of conducting Union business.
ARTICLE 11
DURATION

A. This agreement shall become effective upon ratification by the Union and approval by the Board.

B. This agreement shall continue in effect through 11:59 P.M. of the day preceding the first faculty employment day of the 2022-2023 academic year.

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

ARTICLE 12
EFFECT OF AGREEMENT

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

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

C. The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law or by specific agreement of the parties from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right are set forth in this Agreement. Therefore, the Board and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives any right which might otherwise accrue to them under law to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement.
SECTION TWO: COMPENSATION

ARTICLE 13
COMPENSATION
(Including Approved Credit and Column Movement)

A. Base Compensation

Beginning in academic year 2018-2019 columns and rows will replace salary bands in the compensation matrix. The compensation matrix in this Agreement will have six (6) columns that correspond directly to the 2017-2018 bands. Newly hired faculty cannot be placed less than row 1 in their appropriate column, nor can any faculty member exceed their column maximum (row “MAX”).

For the 2018-2019 academic year, column placement in the compensation matrix will be based on a faculty member’s band placement in the 2017-2018 compensation matrix. Row placement within a column for existing faculty members was determined by the parties and is final. A list of faculty placements in the compensation matrix for the 2018-2019 academic year will be maintained by Human Resources and provided to the Union President. For each academic year thereafter, increases in a faculty member’s base compensation shall be made in accordance with this Article and the applicable compensation matrix set forth herein.
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<td>$122,010</td>
<td>$128,264</td>
<td>$134,854</td>
<td>$141,802</td>
<td>$149,126</td>
</tr>
</tbody>
</table>

The College will make a reasonable effort to hire new faculty at levels comparable to current faculty with similar experience and education.
B. Column Definitions

Beginning in 2018-2019, the compensation matrix consists of six columns defined as follows:

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

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

Column C:
(1) Sixty (60) semester hours of approved graduate credit (which must include a Master's Degree) of which at least one-half are in the subject area or
(2) Bachelor's Degree and at least three (3) years of approved experience in a related technical field and forty-five (45) semester hours of approved credit (which may include hours earned toward a Master's Degree) of which at least three-fourths are directly related to the subject area or the instructional function.\(^1\)

Column D:
(1) Seventy-five (75) semester hours of approved graduate credit (which must include a Master's Degree) of which at least one-half are in the subject area or
(2) Bachelor's Degree and at least three (3) years of approved experience in a related technical field and sixty-seven (67) semester hours of approved credit (which may include hours earned toward a Master's Degree) of which at least sixty percent (60%) is directly related to the subject area or the instructional functions.\(^1\)

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

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

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

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

D. Approved Credit

Approved credit for the purpose of this compensation matrix is defined as follows:

1. Academic credit in the subject area.

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

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

4. Teaching, Learning, and Educational Technology Center Credit. The College's Teaching, Learning, and Educational Technology Center (TLETC) offers some faculty development classes for credit toward column movement. Faculty may apply for up to ten (10) hours of Teaching, Learning, and Educational Technology Center credit toward column movement, per column. These hours may accumulate across academic years; however, repeated classes will not count toward column movement credit.

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

In lieu of academic credit, the appropriate Vice President may also approve work in institutes, seminars, other types of academic or non-academic experiences, continuing education courses, upper level under-graduate courses, and repeated courses where the course content has significantly changed. In such cases the Vice President will determine the equivalent academic credit. Such determination shall be on a case-by-case basis, and the determination in one instance shall not serve as a precedent. Such determination shall not be subject to the provisions of Article 7 (Grievance Procedure) hereof.
The appropriate Vice President may also approve up to two (2) hours per column movement for participation in groups established by the College’s governance system, Higher Learning Commission Accreditation teams, or similar activity which benefits the College and our students. The individual faculty member will have to document twenty-five (25) hours of participation per one (1) equated credit hour through a process developed by the administration. A maximum of twenty-five (25) participation hours can be submitted per academic year. If less than twenty-five (25) hours are accumulated in an academic year, they may be carried forward to continue accumulation until the maximum is reached. Once a maximum of twenty-five (25) hours are earned in an academic year, any additional hours will not be carried forward. Faculty members already receiving alternative load or stipend for service may not use that service for column movement. Submittal of required materials must be in accordance with established column movement guidelines of the contract. It is the responsibility of the individual faculty member to track time and obtain the necessary signatures.

E. Advancement on the Compensation Matrix

1. Advancement on the compensation matrix from one academic year to the next is upon recommendation of the President of the College.

2. Advancement is based upon demonstration of successful teaching and performance of duties. Normally, faculty will be recommended annually for an increase in base compensation by advancing one row in the appropriate column and compensation matrix, but such row advancement shall not occur as a matter of right. For example, a faculty member at Column A, Row 12 for the 2018-2019 academic year would be recommended for advancement to Column A, Row 13 for the 2019-2020 academic year. For example, a faculty member placed at Column C and in between rows 7 and 8 ("Row 7.5") for the 2018-2019 academic year would be recommended for advancement to Column C, in between rows 8 and 9 ("Row 8.5"), for the 2019-2020 academic year.

3. Similarly, less than satisfactory performance may result in withholding a recommendation for row advancement in the applicable compensation matrix.

4. On the basis of supporting evidence (an official transcript), an employee shall be eligible for column reclassification only at the beginning of the fall semester provided the faculty member satisfies the definitional requirements specified in Article 13, Section B of this Agreement.

Faculty requesting column reclassification must provide the Executive Director of Human Resources or designee with all required supporting documentation by September 30. Salary increases resulting from approved column reclassification will be retroactive to the beginning of the semester. If a faculty member submits
documentation after September 30, the column reclassification will be effective the following academic year.

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

Movement between base salary columns will result in a lateral movement between columns and the faculty member will remain in the same row for which they were placed for that academic year. For example, a faculty member at Column A, Row 12 for the 2018-2019 academic year who is recommended for advancement to Column A, Row 13 for the 2019-2020 academic year and who is approved for column reclassification into Column C, would then be placed at Column C, Row 13 for the 2019-2020 academic year.

F. Payment to the State Universities Retirement System

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

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

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

ARTICLE 14
PAYROLL

A. All new full-time faculty members beginning in the 2018-2019 academic year shall receive their paychecks in twenty-six (26) equal installments. Beginning in the 2021-
2022 academic year, all full-time faculty members shall receive their paychecks in twenty-six (26) equal installments.

B. Faculty members receiving twenty (20) installments in the 2017-2018 academic year may choose to continue to receive twenty (20) equal installments through the end of the 2020-2021 academic year. The choice to change from twenty (20) equal installments to twenty-six (26) equal installments shall be made no later than June 1st of the preceding academic year. Once decided upon, the payroll option shall not be changed for the upcoming academic year without the approval of the Vice President for Administrative Affairs or designee.

C. Provisions shall be made with the Vice President for Administrative Affairs for payroll deductions according to policies of the Board.

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

ARTICLE 15
DUES CHECK-OFF

The Board shall deduct current Union membership dues from the pay of employees whose names are submitted to the Board by the Treasurer of the Union provided that at the time of such deduction there is in the possession of the Board a written authorization for dues deduction executed by the employee. The Union is responsible for providing the Board with a copy of an employee’s written authorization. If changes are made to the written authorization for dues deduction form and a new written authorization is executed by an employee, the Union is responsible for providing the Board with a copy of the new written authorization for the employee.

The Board intends to comply with the terms for deduction and revocation, to the extent permissible by law. Each employee’s written authorization shall continue in effect from year to year unless revoked as set forth in the written authorization signed by the employee or until termination of employment, whichever occurs first. In the event an employee revokes his/her authorization for dues deduction, the Union shall notify the Board in writing within seven (7) days of its notice of the employee’s revocation.

The Treasurer of the Union or designee shall designate the amount of such deductions and the names of persons to whom such deductions apply to the Board in writing. The Union may change the method or amount of such deductions upon written notice to the Board provided such shall not be changed more than once per fiscal year. The amount specified shall be prorated and deducted from the employee’s paychecks. Term-limited faculty members who become members of the Union will have dues deduction prorated
based on the length of the contract. The prorated dues shall be taken in entirety in the semester specified in the term-limited faculty member’s contract.

Dues shall be remitted to the Union no later than fourteen (14) days after such deductions have been made. A list of employees from whose pay dues deductions have been made and the amount of each deduction shall accompany each remittance of dues to the Union. The list shall also include the employee’s address, telephone number (if available), and applicable bargaining unit job title.

The Union shall refund directly to the Board any monies erroneously deducted and remitted to the Union within fourteen (14) days of the notice of the erroneous deduction.

The Union shall indemnify, defend and hold harmless the Board, its members, agents, employees and representatives, from any and all claims, demands, actions, suits or other claims or liability, including attorneys’ fees and costs of defense, that arise out of or by reason of action taken by the Board for the purpose of complying with this Section.

ARTICLE 16
COMPENSATION FOR CO-CURRICULAR ACTIVITIES

A. Designation of faculty members for co-curricular activities shall be made annually by the Board, subject to acceptance by the faculty member, provided emergency or temporary appointments of qualified faculty may be made if no other qualified faculty is available to fill the position. Such emergency or temporary appointment shall be so indicated when the appointment is presented to the Board. The Board will communicate using normal distributions methods any vacancies in co-curricular activities for a period of five (5) days before filling the vacancy except in unusual circumstances. Full-time faculty members will be considered for such positions. The Vice President for Educational Affairs and the President of the Faculty Union shall jointly review the co-curricular appointments for consistency prior to submission of the list to the Board for approval. Appointments typically shall be made no later than May 1 and commence in the next academic year.

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

<table>
<thead>
<tr>
<th>Assignment</th>
<th>Release Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Play Director Children’s Production (Fall)</td>
<td>4 Hours</td>
</tr>
<tr>
<td>Technical Director Children’s Production (Fall)</td>
<td>4 Hours</td>
</tr>
<tr>
<td>Play Director (Fall)</td>
<td>4 Hours</td>
</tr>
<tr>
<td>Technical Director (Fall)</td>
<td>4 Hours</td>
</tr>
<tr>
<td>Play Director Show I (Spring)</td>
<td>4 Hours</td>
</tr>
</tbody>
</table>
Technical Director Show I (Spring) 4 Hours
Play Director Show II (Spring) 4 Hours
Technical Director Show II (Spring) 4 Hours
Director – Musical Theatre Production (Summer) 4 Hours
Technical Director – Musical Theatre Production (Summer) 4 Hours
Choreography – Musical Theatre Production (Summer) 3 Hours
Vocal Director – Musical Theatre Production (Summer) 3 Hours
Music/Orchestra Conductor – Musical Theatre Production (Summer) 3 Hours
Prairie Spirits Dance Production 4 Hours
Fear No Art Production 4 Hours
Instrumental Ensembles 4 Hours per semester
Vocal Ensembles 3 Hours per semester
Willow Review Coordinator 3 Hours per semester
Chronicle Advisor 6 Hours per semester
Poetry/Fiction Series Coordinator 3 Hours per academic year
Prairie Voices Advisor 3 Hours per semester
Director of Forensics 3 Hours per semester
Assistant Director of Forensics 3 Hours per semester
Honors Program Coordinator 3 Hours per semester
International Education Coordinator 3 Hours per semester
Writing Center Coordinator (Fall/Spring) 6 Hours per semester
Writing Center Coordinator (Summer) 3 Hours
Women’s Center Faculty Coordinator (Fall/Spring) 6 Hours per semester
LGBTQ+ Resource Center Faculty Coordinator (Fall/Spring) 6 Hours per semester
Lancer Radio Faculty Coordinator (Fall/Spring) 3 Hours per semester

Governance Assignment Release Hours
Faculty Senate Chair 6 Hours per semester
Diversity and Equity Infusion Project 6 Hours per semester
New Faculty Institute (2 faculty) 3 Hours per faculty per semester

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

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

D. In the case of coaching, if the duties are extended for another season because a team qualified for a national NJCAA tournament, the coach shall receive compensation commensurate with the duties performed in connection therewith.
E. Nothing herein shall restrict the Board in determining: (1) whether any co-curricular activity shall be conducted; (2) the policies for the co-curricular program; (3) the number, if any, of appointments to be made; or (4) whether additional release hours are granted above the minimum indicated in paragraph B above. The Board shall have the right to appoint persons other than faculty members to direct co-curricular activities under such terms and conditions as it shall prescribe.

**ARTICLE 17**

**WINTER/SUMMER SESSION**

The winter/summer session is defined as the period from the end of the Fall semester to the beginning of the Spring semester and the period from the end of the Spring semester to the beginning of the Fall semester.

A faculty member who teaches during the 2018-2019 winter/summer session shall be compensated at the rate of $2,058 for each equated faculty load hour up through eight (8). Any additional equated load hours taught beyond eight (8) during the 2018-2019 winter/summer session will be paid at the current overload rate as specified in Article 21. A faculty member whose load is calculated by clock hours and who works during the 2018-2019 winter/summer session shall be compensated at the rate of $68.60 for each hour up through 240 hours. Any additional work beyond the 240 hours during the 2018-2019 winter/summer session will be paid at the current overload rate as specified in Article 21.

A faculty member who teaches during the 2019-2020 winter/summer session shall be compensated at the rate of $2,114 for each equated faculty load hour up through eight (8). Any additional equated load hours taught beyond eight (8) during the 2019-2020 winter/summer session will be paid at the current overload rate as specified in Article 21. A faculty member whose load is calculated by clock hours and who works during the 2019-2020 winter/summer session shall be compensated at the rate of $70.47 for each hour up through 240 hours. Any additional work beyond the 240 hours during the 2019-2020 winter/summer session will be paid at the current overload rate as specified in Article 21.

A faculty member who teaches during the 2020-2021 winter/summer session shall be compensated at the rate of $2,172 for each equated faculty load hour up through eight (8). Any additional equated load hours taught beyond eight (8) during the 2020-2021 winter/summer session will be paid at the current overload rate as specified in Article 21. A faculty member whose load is calculated by clock hours and who works during the 2020-2021 winter/summer session shall be compensated at the rate of $72.40 for each hour up through 240 hours. Any additional work beyond the 240 hours during the 2020-2021 winter/summer session will be paid at the current overload rate as specified in Article 21.
A faculty member who teaches during the 2021-2022 winter/summer session shall be compensated at the rate of $2,232 for each equated faculty load hour up through eight (8). Any additional equated load hours taught beyond eight (8) during the 2021-2022 winter/summer session will be paid at the current overload rate as specified in Article 21. A faculty member whose load is calculated by clock hours and who works during the 2021-2022 winter/summer session shall be compensated at the rate of $74.40 for each hour up through 240 hours. Any additional work beyond the 240 hours during the 2021-2022 winter/summer session will be paid at the current overload rate as specified in Article 21.

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

Full-time faculty members shall be given the opportunity to teach courses or work clock hours in winter/summer school prior to such opportunity being extended to other persons. Consistent with individual qualifications, winter/summer courses or clock hour opportunities shall be equitably distributed among all full-time faculty who desire to teach during a winter/summer session so that each interested faculty member receives at least one (1) course or 90 clock hours of work before subsequent course or clock hour assignments or overload assignments are considered. Any total winter/summer load in excess of ten (10) load hours or 300 clock hours requires the approval of the dean or appropriate designee.

ARTICLE 18
INDEPENDENT STUDY

Faculty members who teach a course on an independent study basis shall be compensated at the rate of eighty dollars ($80) per faculty credit hour per student. Article 21 of the Agreement shall not be applicable to independent study courses. A faculty member may accept or refuse an independent study assignment without prejudice.

ARTICLE 19
EXTENDED ACTIVITIES

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

ARTICLE 20
SUBSTITUTION

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

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

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

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

ARTICLE 21
FACULTY LOAD AND OVERLOAD

A. Regular Load

Regular load for faculty is fifteen (15) load hours per semester plus ten (10) office hours per Article 36. Faculty load will include a combination of classes to bring their load to at least fifteen (15) equated hours.

Faculty whose load is calculated by clock hours will be thirty-five (35) hours per week which includes ten (10) office hours per Article 36.

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

For purposes of determining load, department chair hours will be counted first followed by instructional load hours, instructional alternative load, and then non-instructional alternative load last.

B. Overload

1. Overload is defined as hours in excess of fifteen (15) load hours/total of 560 clock hours (35 clock hours per week x 16 weeks) in any Fall or Spring semester. Overload may occur when a combination of classes cannot be selected to equal fifteen (15) load hours or the faculty member voluntarily requests additional hours. If a faculty member wishes to teach whole classes in excess of fifteen (15) load hours in Fall or Spring semester they must notify the Dean or designee of their desire to do so no later than thirty (30) calendar days prior to the start of the semester in which the overload will be taught. Faculty who seek overload assignments and who have given the thirty (30) calendar day notice shall be preferred over part-time faculty, qualifications being equal. Acceptance of voluntary overload does not exclude faculty from responsibilities normally expected of all faculty as outlined in respective job descriptions and in Board Policy 302: Duties and Responsibilities of Instructors. Any total load in excess of twenty-one (21) load hours (15 x 40% increase)/784 clock hours (560 x 40% increase) requires the approval of the Dean or appropriate designee.
2. **Banked Hours**

If a full-time faculty member’s total load hours resulting from teaching assignments are in excess of fifteen (15) load hours, the faculty member may elect to bank those overload hours for use in subsequent semesters in place of fifteen (15) regular load hours for teaching assignments. A faculty member may accumulate a maximum of three (3) overload hours to be designated as banked hours. The use of banked hours to establish load shall be done with the approval of the Dean or designee and must not cause the academic program undue hardship. The faculty member must notify the Dean at least thirty (30) calendar days prior to the start of the semester in which they wish to use banked hours. Banked hours may not be claimed as payment in subsequent semesters.

When a faculty member declares retirement and has banked hours accumulated, they must use the banked hours as part of their regular load prior to their retirement date and according to any pre-retirement planning guidelines. If a faculty member announces a separation from the College, they must use the banked hours as part of their regular load prior to their separation date.

Faculty whose load is determined by clock hours are not eligible to accumulate or apply banked hours.

3. **Overload Compensation**

All equated load hours in excess of fifteen (15), or clock hours in excess of 560, in each semester shall be compensated at the rate of the highest prevailing compensation paid per load hour to part-time faculty but no less than the previous academic year’s load hour rate during this Agreement.

C. **Total Load**

Total load is defined as the sum of regular load hours, involuntary overload, and voluntary overload. Any total load in excess of twenty-one (21) load hours/784 clock hours, per semester, requires the approval of the dean or appropriate designee. Total load shall never exceed twenty-eight (28) equated load hours/1,047 clock hours (560 x 87% increase), per semester.

D. **Equated Load Hour Equivalents**

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

2. **Laboratory and Activity Hours.** The following shall govern the creation of new laboratory and activity hours and significant changes to those hours.
a. New laboratory and load hours in programs developed from, related to, or resembling existing lab hours at 1.0 shall be established at 1.0.

For example:

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

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

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

b. New courses that contain laboratory hours that resemble those that are currently at 0.75 will be established at 0.75. These “laboratory” hours emphasize activities as opposed to experiments, test procedures, or instruction directed practice.

c. For new courses which do not meet the description in paragraphs a and b above, the equivalent load of a laboratory hour will be established at the time of course approval. When the equivalent load cannot be established during the approval process, or for courses presently at 0.75, which because of a significant change are considering an increase to 1.0, a committee of two faculty appointed by the Union and two administrators appointed by the Vice President for Educational Affairs will review the laboratory component and recommend either 1.0 or 0.75.

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

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

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

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

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

4. Leave of Absence Load Hours. A faculty member on leave of absence for a semester shall be deemed to have had a faculty load of fifteen (15) equated faculty load hours or 35 clock hours per week during such semester.

E. Alternative Load Option

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

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

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

The nature of the work and the time required along with all appropriate approvals must be established at least two (2) weeks prior to the beginning of a semester or by the sixth week of a semester when work is to be done during the second half of the semester.
If a faculty member does not have a full load in a given semester, the provisions of paragraph E.2 of this Article may be used by the College to establish a full load.

Time on Task Chart

<table>
<thead>
<tr>
<th>Load Hour</th>
<th>Equivalent Hours of Time on Task Per Week (assumes 16 week time period)</th>
<th>Total Hours of Time on Task for Semester (assumes 16 week time period)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>3</td>
<td>48</td>
</tr>
<tr>
<td>2</td>
<td>6</td>
<td>96</td>
</tr>
<tr>
<td>3</td>
<td>9</td>
<td>144</td>
</tr>
<tr>
<td>4</td>
<td>12</td>
<td>192</td>
</tr>
<tr>
<td>5</td>
<td>15</td>
<td>240</td>
</tr>
<tr>
<td>6</td>
<td>18</td>
<td>288</td>
</tr>
<tr>
<td>7</td>
<td>21</td>
<td>336</td>
</tr>
<tr>
<td>8</td>
<td>24</td>
<td>384</td>
</tr>
<tr>
<td>9</td>
<td>27</td>
<td>432</td>
</tr>
<tr>
<td>10</td>
<td>30</td>
<td>480</td>
</tr>
<tr>
<td>11</td>
<td>33</td>
<td>528</td>
</tr>
<tr>
<td>12</td>
<td>36</td>
<td>576</td>
</tr>
<tr>
<td>13</td>
<td>39</td>
<td>624</td>
</tr>
<tr>
<td>14</td>
<td>42</td>
<td>672</td>
</tr>
<tr>
<td>15</td>
<td>45</td>
<td>720</td>
</tr>
</tbody>
</table>

F. Load for Course Sections Exceeding Normal Class Caps

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

Added Load for Greater Class Size by Percent.

<table>
<thead>
<tr>
<th>Number of Credits</th>
<th>Zero hours</th>
<th>1 hour</th>
<th>2 hours</th>
<th>3 hours</th>
<th>4 hours</th>
<th>5 hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>100-149%</td>
<td>&gt;149-200%</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Number of Credits</td>
<td>2</td>
<td>100-132%</td>
<td>&gt;132-166%</td>
<td>&gt;166-200%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Number of Credits</td>
<td>3</td>
<td>100-115%</td>
<td>&gt;115-133%</td>
<td>&gt;133-166%</td>
<td>&gt;166-200%</td>
<td></td>
</tr>
<tr>
<td>Number of Credits</td>
<td>4</td>
<td>100-112%</td>
<td>&gt;112-125%</td>
<td>&gt;125-150%</td>
<td>&gt;150-175%</td>
<td>&gt;175-200%</td>
</tr>
<tr>
<td>Number of Credits</td>
<td>5</td>
<td>100-110%</td>
<td>&gt;110-120%</td>
<td>&gt;120-140%</td>
<td>&gt;140-160%</td>
<td>&gt;160-180%</td>
</tr>
<tr>
<td>Class</td>
<td>6</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Enrollment as of 10th day enrollment numbers.
ARTICLE 22  
DEPARTMENT CHAIRPERSONS

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

**Department Vision and Leadership**

1. Establish and maintain a long term vision for the department by assisting the dean with curriculum development, departmental development and planning, goal setting, and budgeting.
2. Provide department leadership through excellent communication, both within the department and between department and administration.
3. Serve as “point person” for the department with regard to the state agencies, professional organizations, accrediting bodies, community groups, and other external contacts such as other colleges and universities.
4. Plan, schedule, and convene departmental meetings and development activities.
5. Coordinate the program evaluation process and prepare the program evaluation report with the assistance of the Dean.

**Adjunct Faculty Leadership**

6. Will work cooperatively with the designated Dean or Associate Dean on adjunct issues.
7. Identify, interview, and recommend for contract to the dean, adjunct faculty in the discipline.
8. Provide orientation, assistance and guidance to part-time faculty. Department chairs will serve in a leadership role with authority to contribute to the evaluation of adjunct faculty rather than in a mentoring relationship.
9. Attend the part-time faculty orientation session at the beginning of each semester and provide information to those part-time faculty members who are unable to attend.
10. Review the syllabi of part-time faculty to ensure that discipline objectives and standards are being uniformly covered.
11. Review and select textbooks for courses in the department taught by adjunct faculty.

**Department Management**

12. Prepare the course schedule for dean's review and approval.
13. Respond to requests for catalog and schedule revisions and proofings.
14. Assist in organizing faculty to advise students in the discipline and serve as an advisor to students in the discipline.
15. Coordinate the selection of textbooks with full-time faculty.

Career Programs

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

16. Participate in agency, clinical, coordinator, professional, and other meetings related to the program where appropriate.
17. Develop and maintain continuous contact with appropriate agencies, institutions, industries, and the business community.
18. Identify and develop appropriate required clinical or practicum/internship program experiences.
19. Recruit students and promote the discipline.
20. Participate in the screening of students when appropriate.
21. Participate in the creation and development of promotional and other departmental materials.
22. Identify and maintain relevant course and program objectives which reflect program standards, needs of new and continuing education students, and current industrial and educational trends and concepts.
23. Assist the dean with coordinating the evaluation of the program by an external accreditation body as appropriate.
24. Perform other related duties deemed necessary by the dean to meet the needs of the discipline. These duties will be mutually agreed upon, and identified annually on the Department Chair Acceptance Agreement.

B. Designation of Department Chairpersons shall be made annually by the Board, subject to acceptance by the faculty member, provided in an emergency temporary appointments may be made, and provided where only one (1) full-time faculty member is employed in the program a non-voluntary appointment may be made until some appropriate alternative may be implemented. Such emergency or temporary appointments shall be so indicated when presented to the Board for final approval. Departments, including those with clock hour faculty, may be eligible for assignment of a Department Chair. Appointments shall be for the entire academic year and shall not increase unless otherwise agreed to by both parties. Appointments typically shall be made no later than May 1 and commence in the next academic year.

The release hours will be distributed throughout the Fall, Spring and winter/summer time periods through written agreement between the department chair and Dean as specified below in Subsection C. During the winter/summer session, up to a maximum of one (1) hour will be paid at the winter/summer session rate and all hours above one (1) are then paid at the overload rate. The agreement will be finalized prior to May 1 of the previous academic year as the approval list is prepared for submission to the Board. In calculation of load and overload as defined in Article 21 of the Agreement, department chair hours will be added first.
C. It should be understood that the completion of Department Chairperson duties involves a strong partnership between the Department Chair and the Academic Dean for the Division. The Board recognizes the value of collaboration among the Department Chair and Dean, and in employing a consistent process across all divisions. To that end, prior to such appointment, the Department Chair designate and Dean shall analyze the goals and objectives of the specific program to serve as a basis for establishing an appointment agreement. There are basic duties for all Department Chairs and some duties and activities that are unique to specific programs. Consistent with the above, each year the Department Chair and the Dean will work together to prepare a proposal for release hours for the Department Chair for the subsequent year. The Department Chair and Dean will also discuss the needs for administrative support. The written agreement should specify how the release hours are calculated according to the rubric delineated in Subsections D, E, F, G, H and I below. The total release hour load for Department Chairperson duties for one individual should not exceed eighteen (18) hours on an annual basis with no more than sixteen (16) total in the Fall and Spring semesters. If the release hours for a program require more than eighteen (18) hours, the duties should be shared amongst additional faculty, if possible. If an area is not assigned to a Department Chair, the responsibilities of the Department Chair will be assumed by the Dean or non-faculty designee of that division.

The Board shall provide to the Union a spreadsheet of the data used to calculate Department Chair Hour Assignments on an annual basis.

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

Load from Enrollment + Load for Career Program + Load from Unique and On-going Responsibilities + Load from Extraordinary Responsibilities.

If, based on Subsections E, F, G, and H, the number of release hours for a Department or for a Department Chair assigned to a group of departments is less than five (<5), then the release hours will automatically be adjusted up to a total of five (5). Additional release hours may be granted under Subsection I (Load for Extraordinary Responsibilities).

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

<table>
<thead>
<tr>
<th>Total Seats Taken</th>
<th>Total Release Hours from Seats Taken</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-199</td>
<td>1</td>
</tr>
<tr>
<td>200-399</td>
<td>2</td>
</tr>
<tr>
<td>400-799</td>
<td>3</td>
</tr>
<tr>
<td>800-1474</td>
<td>4</td>
</tr>
<tr>
<td>1475-2149</td>
<td>5</td>
</tr>
<tr>
<td>2150-3099</td>
<td>6</td>
</tr>
<tr>
<td>3100-3999</td>
<td>7</td>
</tr>
<tr>
<td>4000-5199</td>
<td>8</td>
</tr>
<tr>
<td>5200-6399</td>
<td>9</td>
</tr>
<tr>
<td>6400-7599</td>
<td>10</td>
</tr>
<tr>
<td>7600-8799</td>
<td>11</td>
</tr>
<tr>
<td>8800-9999</td>
<td>12</td>
</tr>
<tr>
<td>10000-11699</td>
<td>13</td>
</tr>
<tr>
<td>11700-12899</td>
<td>14</td>
</tr>
<tr>
<td>12900-14099</td>
<td>15</td>
</tr>
<tr>
<td>14100-15299</td>
<td>16</td>
</tr>
<tr>
<td>15300-16499</td>
<td>17</td>
</tr>
<tr>
<td>16500 and above</td>
<td>18</td>
</tr>
</tbody>
</table>
The release hours from sections taught is calculated by a value of 1.0 assigned to a section taught by a full-time faculty member, and a value of 1.0 assigned to a section taught by a part-time faculty member.

<table>
<thead>
<tr>
<th>Section Total</th>
<th>Total Release Hours from Section Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-59</td>
<td>1</td>
</tr>
<tr>
<td>60-134</td>
<td>2</td>
</tr>
<tr>
<td>135-229</td>
<td>3</td>
</tr>
<tr>
<td>230-299</td>
<td>4</td>
</tr>
<tr>
<td>300-374</td>
<td>5</td>
</tr>
<tr>
<td>375-424</td>
<td>6</td>
</tr>
<tr>
<td>425-549</td>
<td>7</td>
</tr>
<tr>
<td>550-599</td>
<td>8</td>
</tr>
<tr>
<td>600-649</td>
<td>9</td>
</tr>
<tr>
<td>650-699</td>
<td>10</td>
</tr>
<tr>
<td>700-749</td>
<td>11</td>
</tr>
<tr>
<td>750-789</td>
<td>12</td>
</tr>
<tr>
<td>790 and above</td>
<td>13</td>
</tr>
</tbody>
</table>

As an example, using the above tables, a program with 1500 seats, thirty (30) sections taught by full-time faculty and forty (40) sections taught by part-time faculty would be calculated as follows: five (5) load hours granted for enrollment; a section value of thirty (30) for full-time faculty and forty (40) for part-time faculty for a total of seventy (70), and two (2) release hours. Hence a total of seven (7) release hours will be granted for seats and sections.

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

G. Load for Department Chairs Whose Load is calculated by Clock Hours. Up to seven (7) release hours will be granted per year.

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

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

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

I. Load for Extraordinary Responsibilities. Additional release hours may be granted for extraordinary responsibilities required of the Department Chair in a particular year. These consist of responsibilities that do not occur on an annual basis. In addition to the agreement of the Department Chair and Dean, the Vice President for Educational Affairs must approve these release hours. The Department Chair and Dean will meet annually to prepare a proposal for release hours for the following activities (but not limited to the following):

1. Major curriculum revision (1-2 hours),
2. Significant recruiting or marketing activities (1-2 hours),
3. Conducting an Academic Department Review (1 hour),
4. Preparation for a site visit and accreditation by an outside agency (1-2 hours),
5. Organizing and promoting special events or projects such as recommending for hire and assessing guest artists, speakers and presenters (variable hour(s)),
6. Coordinating and monitoring grants, including recommending for hire and assessing clerical and case management personnel, as well as managing audits (may also transition to Unique and Ongoing Responsibilities) (variable hour(s)), or
7. Other special projects (variable hour(s)).

By December 1, the Dean and Department Chair will review the agreement for Extraordinary Responsibilities for the purpose of:

1. Performing a status update and review of progress-to-date, and
2. Discussing and granting or reassigning additional release hours for Spring Semester/Summer Session for unforeseen extraordinary projects which were unknown prior to the written agreement in March. This request should be submitted by the Dean to the Vice President of Educational Affairs for approval.
J. **Department Chair Office Hours.**

1. Department Chairs will have on-campus Department Chair Office Hours as part of their Department Chair load.
2. On-campus office hours associated with department chair responsibilities are calculated as follows:
   a. To determine the order in a normal load that department chair hours are placed, see the order for calculating load in Article 21 (Faculty Load and Overload).
   b. Each department chair hour in a faculty’s normal load, will reduce the office hours requirement by 2/3 of an office hour.
   c. Department chair responsibilities will carry on-campus office hours dedicated to performing chair work that do not overlap with regular meetings or other activities, as identified in the table below:

```
<table>
<thead>
<tr>
<th>Department Chair Load Hours (per semester)</th>
<th>On-campus Office Hours per week</th>
</tr>
</thead>
<tbody>
<tr>
<td>0.00 to 3.00</td>
<td>1</td>
</tr>
<tr>
<td>3.01 to 6.00</td>
<td>2</td>
</tr>
<tr>
<td>6.01 to 9.00</td>
<td>3</td>
</tr>
<tr>
<td>9.01 to 12.00</td>
<td>4</td>
</tr>
</tbody>
</table>
```

3. Department Chairs will not be required to schedule more than ten (10) hours per week between their combined regular Office Hours and Department Chair On-Campus Office Hours, unless their load exceeds twenty-one (21) hours or forty-five (45) clock hours per week. In those cases two (2) additional Office Hours are required.
SECTION FOUR: BENEFITS AND PROTECTIONS

ARTICLE 23
FRINGE AND FLEXIBLE BENEFITS

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

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

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

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

During the term of this Agreement, the parties shall evaluate the existing insurance benefit program. Such evaluation shall be conducted by the Benefits Committee. The committee shall have the authority to recommend a change in any aspect of the health/major medical/dental program, such to be effective from and after such date as shall be established by the committee, but not after the expiration date of this Agreement, subject to the approval of the Board of Trustees and the Executive Committee of the Union. The faculty representatives on such committee shall be appointed by the Union.

D. Effective January 1, 1998, the Board established a flexible benefit plan. Such plan was developed in consultation with the Union and provided an opportunity, pursuant to relevant Internal Revenue Service Guidelines and Regulations for faculty members to deduct health, dental and disability insurance as allowed by law and such other items as may be hereafter agreed between the Board and the Union from their overall compensation and to be subsequently reimbursed therefore upon the timely filing of evidence of payment of such insurance and with the other provisions of such flexible benefit plan.
E. During the term of this Agreement, the Board shall pay eighty percent (80%) of the cost of the premium for the medical insurance plan elected by an eligible faculty member under a group insurance policy offered by the College. The faculty member is responsible for paying the remaining twenty percent (20%) of the cost of the applicable premium.

ARTICLE 24
POST-RETIREMENT PAYMENT PROGRAM

A. College Post-Retirement Payment Program

The College offers a post-retirement payment to eligible faculty members as a means for effective succession planning and to help offset health insurance costs. The amount of the post-retirement payment is based on a faculty member’s years of service to the College and years of participation in the College’s Post-Retirement Payment Program (the “Program”).

1. Qualifications and Limitations

To be eligible to participate in the Program and receive the post-retirement payment described in this Article, the faculty member must meet all of the following criteria:

a) The faculty member must have completed at least ten (10) years of service to the College as a full-time faculty member as of his/her retirement date. Years of service may be non-consecutive. Neither accrued leave balances nor any period of a non-FMLA unpaid leave of absence count towards years of service.

b) The faculty member must retire from the College and meet the eligibility criteria to retire under SURS as of his/her retirement date. The faculty member will no longer be an active or contributing participant in SURS immediately following his/her retirement date.

c) Requests to participate in the Program may be made during any year of this contract. The last day to request to participate in the Program is December 3, 2021. During the 2018-2019 contract year, the minimum length of participation in the Program may be one (1) year, with a retirement date at the end of the 2019-2020 academic year. Otherwise, the minimum length of participation in the Program is two (2) years, and the maximum length is four (4) years. Under no circumstances may a faculty member’s retirement date be later than the first Wednesday after the end of the College’s 2026 Summer Session.

d) Eligible faculty members may submit a written request to participate in the Program along with their notice of retirement to the appropriate Dean and Vice President for Educational Affairs by December 3 of the academic year preceding the faculty member’s intended participation in the program, except
for the 2018-2019 academic year when the request must be submitted by January 11, 2019. For example, a faculty member who wants to participate in the Program for three (3) years and retire at the end of the 2022-2023 academic year must give notice by December 3, 2019. The Dean and Vice President for Educational Affairs shall notify the faculty member if he/she meets eligibility to participate in the Program within 30 calendar days from receipt of the faculty member’s request or by the last day of the applicable Fall semester, whichever date is earlier. The Board will then take action on the faculty member’s retirement date and participation in the Program.

e) Once a faculty member is approved by the Board for retirement and participation in the Program, his/her retirement date is irrevocable. Separation of employment for any reason prior to the faculty member’s retirement date shall cancel participation in the Program, unless otherwise authorized by the College on a non-precedential basis.

f) The faculty member’s notice year shall be the control year for purposes of any earnings increases paid while the faculty member is participating in the Program. When participating in the Program, the faculty member’s earnings may not exceed the applicable statutory limit on end-of-career earnings increases, unless otherwise authorized by the College on a non-precedential basis.

g) The faculty member must retire under SURS. Should SURS determine that the College is required to pay a contribution for a participant in the Program, the amount of that faculty member’s post-retirement payment will be reduced by the amount of the contribution assessed by SURS if the contribution is attributed to a period of time when the faculty member was not participating in the Program. There shall be no reduction if a contribution is attributed to a period of time during which the faculty member was participating in the Program.

h) Any faculty member who provided notice of retirement under a prior contract is not eligible to participate in the Program.

2. The Post-Retirement Payment

a) Subject to the qualifications and limitations set forth in Section A.1 above, the post-retirement payment shall be as set forth below:
b) The post-retirement payment shall be paid in two (2) equal installments (less any applicable reduction for generating an employer contribution to SURS). The first installment shall be paid on the one-year anniversary of the faculty member’s retirement from the College. The second installment shall be paid six (6) months later, or earlier as determined by the College on a non-precedential basis. Unless otherwise directed by the faculty member, the payments will be mailed to the faculty member’s last address on record with the College.

If the faculty member dies before one or both of the payments become payable under this Section, any payment that would have been made to the faculty member shall be paid to a beneficiary identified by the faculty member. The faculty member shall provide beneficiary information to the College.

ARTICLE 25
PROFESSOR EMERITUS

The position of Professor Emeritus is established as follows:

A. A faculty member who retires under SURS and terminates employment with the College may apply to become a Professor Emeritus. Applications for Professor Emeritus may be made no earlier than 60 days after a faculty member’s last day of
employment and no later than the one year anniversary of his/her last date of employment.

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

C. Subject to course availability, the Professor Emeritus may elect to teach a combination of courses which will not exceed 60% of a basic contractual assignment per semester. Such faculty who had been previously employed on the basis of a thirty-five (35) hour week may elect to work a maximum of 60% of the total number of hours required to fulfill the annual contract, which is a total of 336 hours during Spring or Fall semester. The Professor Emeritus shall not be employed at any other SURS eligible institution and the College shall have the right to limit the workload/earnings of Professor Emeritus faculty to ensure that the College does not incur any penalties from SURS relating to the employment of an annuitant. Employment of the Professor Emeritus in the summer term shall be at the discretion of the dean or designee and, if employed, the load shall not exceed eight (8) hours for the summer term.

D. With the Professor Emeritus status the faculty member retains an email account and voicemail account. This enables the professor to continue to utilize electronic resources that were developed prior to retirement.

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

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

2. The Professor Emeritus shall have priority in the selection of course load after all full-time faculty have obtained load and voluntary overload but before part-time faculty assignments are made unless a demonstrably special circumstance exists in which a particular part-time faculty member is desirable. Where more than one (1) such Professor seeks available work, the one with the greatest seniority prior to retirement shall be assigned first. The Adjunct Preference Form (or successor form/system) shall be used in the course selection process for Professor Emeritus.
3. The rate of pay shall be the rate of the highest prevailing compensation paid per load hour to adjunct faculty but no less than one thousand one hundred thirty-one dollars ($1,131) per load hour during this Agreement.

4. He/she shall receive three (3) days of personal leave per academic year but may not take more than two (2) days in any semester. The personal leave day is non-cumulative.

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

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

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

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

9. Professor Emeritus faculty shall receive notice of their academic departmental and division meetings in the same manner as full-time faculty and may attend such meetings.

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

G. The College reserves the right to make modifications to this section to ensure compliance with Illinois law, SURS rules, in order to avoid any penalties that may result from the employment of annuitants. The College recognizes the need to impact bargain any modifications.

H. Professor Emeritus faculty are entitled only to those benefits set forth in Article 25 and no others unless specifically provided for in this Agreement.
ARTICLE 26
PROFESSIONAL LEARNING ACTIVITIES REIMBURSEMENT PLAN (PLARP)

A. Professional Learning Activities Reimbursement Plan (PLARP)

1. The Board shall dedicate a total of six hundred and fifty thousand dollars ($650,000) in PLARP funds over the life of the collective bargaining agreement for faculty reimbursement for expenses incurred (including travel) for pre-approved seminars, workshops, and conferences, yearly membership fees to professional organizations, yearly subscriptions to professional journals, webinars, professional licenses, and other professional activities that may enhance performance or otherwise benefit the College. The allocation of funds over the term of the collective bargaining agreement is $160,000 in years 1 and 2 and $165,000 in years 3 and 4. The Board shall provide to the Union a monthly summary of PLARP requests made by all faculty.

2. Each faculty member shall be guaranteed reimbursement of up to one thousand three hundred dollars ($1,300) in the 2018-2019 year. One hundred sixty thousand dollars ($160,000) in PLARP funds shall be the amount used to determine how overages will be reimbursed in the 2018-2019 year. The guaranteed yearly amount for each faculty member in subsequent years shall be determined by the Union based upon the remaining PLARP funds after each year of the collective bargaining agreement.

3. Funding for PLARP activities follows the academic year and begins on August 1. The start date of the PLARP activity will determine in what year the expenditure is recorded.

4. In each year of the Agreement, three hundred dollars ($300) may be used for yearly membership fees to professional organizations, yearly subscriptions to professional journals, and/or professional licenses.

5. Conditions for Approval
   
a. A written request shall be submitted to the appropriate Vice President for approval prior to registration for a PLARP activity.

b. Journal memberships, subscriptions, and/or professional licenses reimbursement will be obtained through a written request to the appropriate Vice President.

c. The major criterion for approval shall be that the PLARP activity/membership/subscription/professional license contributes to the professional development, the information, and the instructional skills of the faculty member. Approved activities shall be in one of the following areas:
i. Activities or resources in the faculty member's special field (or fields if the faculty member has teaching assignments in more than one area).

ii. Education-related activities or resources, including but not limited to the areas of Teaching Methods, Tests and Measurements, Community College Organization, Counseling/Advising Techniques, Teaching the Adult Non-Traditional Learner, Instructional Design, Instructional Technology, and Online Pedagogy.

iii. Activities or resources which contribute significantly and directly to the performance of the faculty member's assigned teaching duties at the College or will clearly serve to train the faculty member in a new subject area pre-approved as meeting the need of the College.

6. A faculty member may not be absent from work due to a PLARP activity during Faculty Development Week, the first week of classes, the final exam week of any semester, commencement, or the faculty work day before or after any holiday or extended school break, unless expressly approved by the appropriate Dean and Vice President based on an exigent circumstance. Due to the value both parties place on the activities during these periods, denial of a request for permission to be absent during these periods due to a PLARP activity shall be final and not grievable.

7. If the faculty member is participating in a PLARP activity under the auspices of a scholarship or grant which is covering expenses, the College shall not be obligated to duplicate that amount. If the scholarship/grant does not cover the entire cost, the faculty member shall be eligible for reimbursement to the limits set forth in Section A.

8. A faculty member is not eligible for reimbursement for any part of an approved PLARP activity that is funded or subsidized in any way by another source, including money paid to a faculty member. Compliance with the College’s Ethics Policy/Ordinance is required. If the funding/subsidy does not cover the entire cost, the faculty member shall be eligible for reimbursement to the limits set forth in Section A.

9. Reimbursement Plan

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

i. **EXAMPLE:** If $4,000 is unexpended from the yearly PLARP funds available in 2018-2019, and an individual faculty member has been approved for total PLARP activities in the amount of $1,400 in 2018-2019, that faculty member would have an overage of $100 ($1,400 - $1,300) that had been approved and not yet reimbursed. If the total overage from requested and approved activities from all faculty is $5,000 in 2018-2019, that individual faculty member would receive an additional reimbursement of $80 at the end of the 2018-2019 year.

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

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

i. **EXAMPLE:** If $15,000 is unexpended from the yearly PLARP funds available in 2018-2019, and an individual faculty member has been approved for total PLARP activities in the amount of $1,400 in 2018-2019, that faculty member would have an overage of $100 ($1,400 - $1,300) that had been approved and not yet reimbursed. If the total overage from requested and approved activities from all faculty is $10,000 in 2018-2019, that individual faculty member would receive an additional reimbursement of $100, the full amount of their overage, at the end of the 2018-2019 year.

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

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

12. Faculty members in their last contractual semester of service at the College shall not be eligible to access PLARP funds through this Article unless they are presenting at a conference.
13. PLARP expenses reimbursed under this Article must be approved in advance by the supervisor and the appropriate Vice President. Advances will be paid no sooner than ninety (90) days before the activity. All advances must be reconciled before any other advances or reimbursements will be made unless multiple professional learning activities fall within a thirty (30) day period.

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

15. Expenses for professional activities required by the college that do not fit PLARP shall be reimbursed as provided in Article 29.

16. The Ethics Officer for the College may review professional learning activities as needed, particularly in circumstances when a faculty member may appear to personally or financially benefit as a result of participation.

B. Tuition Reimbursement

1. Beginning with the 2018-2019 academic year, the Board shall reimburse faculty members for the actual (and receipted) cost of tuition and required fees (but not including travel or other costs) paid at accredited institutions of higher learning or pre-approved providers of non-credit coursework up to a maximum of five thousand two hundred and fifty dollars ($5,250) per year except the College will pay the full cost of tuition for faculty who are part of a Board-approved graduate program cohort. The maximum number of semester hours any faculty member may claim for reimbursement in any one year shall be eighteen (18), not to exceed six (6) hours per semester.

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

3. Funding for tuition reimbursement follows the academic year and begins on August 1. The start date of the course will determine in what year the expenditure is recorded.

4. Conditions for Approval

   a. A course must be offered by a regionally accredited institution or pre-approved provider of non-credit coursework.
b. A written request shall be submitted to the appropriate supervisor and Vice President for approval prior to enrolling in a course.

c. The major criterion for approval shall be that the course/non-credit coursework contributes to the professional development, the information, and the instructional skills of the faculty member. Approved courses shall be in one of the following areas:

i. Courses in the faculty member's special field (or fields if the faculty member has teaching assignments in more than one area).

ii. Education-related courses, including but not limited to the areas of Teaching Methods, Tests and Measurements, Community College Organization, Counseling/Advising Techniques, Teaching the Adult Non-Traditional Learner, Instructional Design, Instructional Technology, and Online Pedagogy.

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

5. If the faculty member is taking coursework under the auspices of a scholarship or grant which is paying full tuition, the College shall not be obligated to duplicate that tuition amount. If the scholarship grant shall not cover the entire cost, the College shall then be obligated to the limits set forth in Section B.

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

7. A faculty member may not be absent from work due to a tuition reimbursement activity during Faculty Development Week, the first week of classes, the final exam week of any semester, commencement, or the faculty work day before or after any holiday or extended school break, unless expressly approved by the appropriate Dean and Vice President based on an exigent circumstance. Due to the value both parties place on the activities during these periods, a denial of a request for permission to be absent during these periods due to a tuition reimbursement activity shall be final and not grievable.

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

b. Payment shall be made upon completion of approved courses in which a faculty member has received at least a grade of "C" or equivalent or upon verification of completion of approved non-credit coursework.

c. Under no circumstances shall reimbursement be granted for more than eighteen (18) semester hours per academic year. Summer session shall be considered part of the previous year.

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

10. Reimbursement for travel or other expenses shall not be applicable whenever there is reimbursement pursuant to this Article for tuition/fees for courses/non-credit coursework.

11. Credit conversion for online and non-credit coursework

   a. Online Coursework

   i. Online courses that offer credit will be evaluated using Conditions for Approval in the same way as any other course.

   ii. If an online course does not offer credit but the university or provider identifies the number of hours per week that a student will spend to complete the course, then the following formula will be used:

       1. The hours per week will be multiplied by the number of weeks listed for the course.

       2. The total hours for the course will be divided by three (one hour of classroom time and two hours of out of classroom time) to determine each "hour of instruction."
3. The above quotient will be divided by fifteen (the number of hours needed for one credit) in order to determine the hours to be awarded for column movement.

iii. EXAMPLE: Ten (10) hours per week times six (6) weeks equals sixty (60) total hours divided by three (3) equals twenty (20) hours of instruction, divided by fifteen (15) equals one and one-third (1.33) credits.

iv. If a university or other online course provider does not identify the number of hours that a student will spend to complete the course, the course will not count toward column movement.

b. Non-credit coursework/activities

i. If a non-credit course provider identifies the number of hours per week that a student will spend to complete the course, then the following formula will be used:

1. The hours per week will be multiplied by the number of weeks listed for the course.

2. The total hours for the course will be divided by three (one hour of classroom time and two hours of out of classroom time) to determine each “hour of instruction.”

3. The above quotient will be divided by fifteen (the number of hours needed for one credit) in order to determine the hours to be awarded for column movement.

ii. EXAMPLE: Seven and a half (7.5) hours per day times two (2) days equals fifteen (15) total hours divided by three (3) equals five (5) hours of instruction, divided by fifteen (15) equals one-third (0.33) credit.

iii. If a non-credit provider does not identify the number of hours that a student will spend to complete the course, the course will not count toward column movement.

ARTICLE 27
JOB SHARING

A. GENERAL:

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

B. APPLICATION PROCEDURE:

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

C. SALARY AND BENEFITS:

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

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

D. LENGTH AND NUMBER OF JOB SHARING ARRANGEMENTS:

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

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

F. SENIORITY:

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

ARTICLE 28
TUITION WAIVER

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

Eligibility requirements found on the College’s Intranet.

ARTICLE 29
TRAVEL REIMBURSEMENT

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

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

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

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

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

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

ARTICLE 30
USE OF COLLEGE FACILITIES

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

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

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

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

E. The College will provide to program coordinators who are full-time faculty members access to the College's student production system through the College's administrative computer network from the coordinators' homes to the same extent currently afforded administrators.

ARTICLE 31
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ARTICLE 32
COLLEGE CALENDAR

The President of the College shall annually (but not later than November 15) appoint a committee to prepare a calendar for recommendation to the Board of Trustees. Such committee will be composed of three (3) tenured faculty members appointed by the Union President or designee and three (3) persons appointed by the President of the College or designee. The College President may appoint one (1) student representative, provided by the Student Government Association (SGA) to provide a student perspective.

ARTICLE 33
ACADEMIC FREEDOM

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

Faculty members may participate in any activity or organization that is not in direct violation of the policies of the Board of Trustees of Community College District 532 or of the laws of the State of Illinois or the United States of America. The Board of Trustees of Community College District 532, or its appointed administrators, shall not discriminate in any way against any faculty member by reason of participation or membership in faculty or student organizations, religious, political, social, or which is not in violation of the policies and laws described above.
Academic freedom is defined in the following Statement of Principles established by the American Association of University Professors, which is set forth herein as an expression with which the parties find agreement as a statement of general objectives and guidelines.

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

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

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

ARTICLE 34
USE, ACCESS, AND OWNERSHIP OF INTELLECTUAL PROPERTY

A. Institutional Materials (College-Owned Materials)

The College owns, may use, and have unlimited access to materials developed as part of the faculty member's work which supports the institution's relationship with governmental agencies and accrediting bodies. These "institutional materials" include but are not limited to any reports, forms or other documents prepared for curriculum approval, program evaluation, accreditation, grant applications, grant soliciting, departmental syllabi, and course reference files.

B. Instructional Materials (Faculty-Owned Materials)

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

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

2. **Impermissible Purposes**: The College may not sell, lease, assign or transfer interest in these instructional materials without permission of the faculty member, nor will the College knowingly allow other faulty to plagiarize or appropriate such materials.

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

   The faculty member must notify the College in writing of the sale, lease, transfer or assignment of any interest in the materials and any sale, lease, transfer or assignment of any interest in the property must be subject to and made clear in writing that the College continues to have the right to have access and use of the materials as described above.

C. **Intellectual Property Developed with Extra-Ordinary Support or Express Agreement (Joint Ownership)**

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

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

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

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

**ARTICLE 35**

**TENURE**

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

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

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

ARTICLE 36
OFFICE HOURS

A. An office hour is a period in which a faculty member is available at a time convenient to students, colleagues, and the community for the purpose of giving assistance in a timely manner by being physically present in one’s office, at a designated on-campus location, or virtually available via a synchronous online platform.

1. For faculty whose regular load is calculated by instructional hours:
   a. Office hours are calculated as two-thirds (2/3) of an hour for each of the first fifteen (15) credit hours of instructional load.
   b. Faculty whose load is the normal fifteen (15) instructional hours will hold ten (10) office hours per week.

2. For faculty whose regular load is calculated by clock hours:
   a. Office hours are ten (10) of their regular thirty-five (35) clock hours per week.

3. For faculty who have a combination of clock and instructional hours in their regular load:
   a. Office hours are ten (10) hours per week as associated with instruction and clock hours proportionally.

4. Office hour time must be at least thirty (30) minutes in length.

5. Faculty must hold a minimum of one (1) hour of office hour on-campus a minimum of three (3) days per week.

B. Faculty who have responsibilities at more than one location may hold office hours at the secondary location(s) at the same proportion the load at the secondary location is to their total load for the semester.

C. Faculty will post their schedule, including office hours, at their office location, on all course syllabi, and be submitted to their division office at the beginning of each academic semester.

1. The college recognizes there are times when faculty may not be physically in their office during a scheduled office hour. This may include:
a. A need for faculty to travel to and from class. Office hours held adjacent to classes will have travel time assumed within them.

b. Faculty should not schedule office hours during regularly scheduled meetings; however, faculty may have some occasional work-related meetings that may occur during their scheduled office hours.

i. At these and any other times that faculty are not in their office during a scheduled office hour, faculty must post a note with information of when they will return.

D. Faculty who teach online may hold a portion of their office hours online in a synchronous platform.

1. Email does not qualify as a synchronous online platform.

2. Faculty will post the contact information for their online office hours with their schedule at their office, on all course syllabi, and with their Division Office.

3. Faculty may hold online office hours in the amount equal to the proportion that their online teaching load is to their total load for the semester.

   a. Faculty whose online teaching load is greater than 70% are required to hold the minimum on-campus office hours in item A.5 above.

4. For the purpose of calculating online office hours, all blended/hybrid courses will be considered 50% face-to-face and 50% online.

E. A common platform for online office hours will be selected by a newly formed committee.

1. The union president and Vice President of Educational Affairs will each appoint members to the committee.

2. The committee will evaluate platforms that are: convenient to students, colleagues, and the community; provide synchronous options (messaging, audio calls, video feeds); and are financially viable for the college to implement.

3. The common office hours platform will be implemented within one (1) year after the formation of the committee, and all faculty will utilize this common platform for all online office hours.

4. Once a platform is selected and implemented, all faculty may hold two (2) of their office hours, from a location of their choosing (including off-campus), in the synchronous online platform regardless of whether or not they teach online classes.
F. Faculty who teach a load greater than twenty-one (21) hours in a semester are required to hold two (2) additional office hours per week. This is in recognition of the additional work load of, and the increased student population served by, the individual faculty member.

G. Office hours associated with alternative load (release time) will be as follows:

1. Office hours reduction for release time will be calculated according to the formula (two-thirds (2/3) hour for each credit load) up to the first fifteen (15) hours of load. For example, if a faculty member has three (3) release hours as part of their fifteen (15) hour load, then they may reduce their office hours by two (2) hours.
   a. To determine the order in a normal load that release hours are placed, and how many can qualify for this reduction, see the order for calculating load in Article 21 (Faculty Load and Overload).

2. While there are no office hours associated with release time, these hours will be regained through the required time on task hours per week (every load hour represents three (3) clock hours of time on task per week for sixteen (16) weeks). These time on task hours do not necessarily equate to time physically spent in one's office.

H. Department Chairs will have Department Chair Office Hours associated with their load per the Department Chairpersons article, Article 22. Department Chairs will not be required to schedule more than ten (10) hours per week between their combined regular Office Hours and Department Chair Office Hours, unless their load exceeds twenty-one (21) hours or forty-five (45) clock hours per week. In those cases two (2) additional office hours are required.

I. During finals week, faculty whose load is calculated by instructional hours will hold five (5) office hours. When scheduling office hours for these day(s), faculty will consider the needs of the students.

   1. These hours will have the same proportion on-campus to online that was held during the semester.

   2. Faculty will submit their finals week schedule, including office hours, to their division office.

   3. Faculty will post their finals week schedule, including office hours and contact information for any online office hours, at their office location.

J. Faculty working during the voluntary winter/summer periods are required to hold office hours.
1. Faculty instructing classes are required to hold eight (8) office hours per class taught, distributed equally over the duration of the course. These hours may be held online only if a course is online.

2. Faculty whose load is calculated by clock hours will have five (5) office hours per load hour as part of their thirty (30) hours per load hour for the winter/summer periods.

3. If a faculty member has a combination of office hours from instruction and as a part of their clock hour load, their total office hours per load hour will be five (5).

ARTICLE 37
TUTORING AND OTHER SERVICES

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

ARTICLE 38
OUTSIDE COMMITMENTS

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

ARTICLE 39
QUALIFICATIONS TO BE A FACULTY MEMBER

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

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

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

ARTICLE 40
DRUG TESTING AND CRIMINAL BACKGROUND CHECKS

A. Requirements of Faculty Overseeing Clinical Experiences

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

Drug Testing Procedure

1. Faculty shall undergo a urine drug screen at College expense during an academic term during which he/she teaches but not more than once in a fiscal year unless otherwise required by the clinical site or as required by paragraph 6 below. Whenever possible, the drug screen will occur on or before the first day of the academic term during which the faculty member teaches.

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

3. The Director of Nursing Education or other appropriate administrator will notify the faculty member of the date and time to complete the drug screen according to the instructions provided by the administration.
4. At the time of testing, the faculty member will sign a Urine Drug Screen consent form, provide a picture ID upon request and follow the instructions of the screening representatives. The College will direct the testing hospital or facility to split the urine samples and to test one sample and to maintain the other sample for future testing, if necessary.

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

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

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

Criminal History Background Check Procedure

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

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

3. If a faculty member’s criminal background history check reveals a disqualifying conviction, as defined in the Illinois Health Care Worker Background Check Act, or one which is related to health care program-related fraud or patient abuse, or identified the faculty member as a sexual predator, or which otherwise indicates that the faculty member is not suited for work at a Clinical Agency, the faculty member will not be permitted to supervise clinical experiences. Before taking any disciplinary action, the appropriate administrator will meet with the faculty member to inform him or her of the results of the criminal background history check and provide the faculty member an opportunity to refute, correct or explain the results. Where the criminal background check and subsequent review shows the faculty member has convicted of a criminal offense disqualifying the faculty member from the clinical program, the College reserves the right to take any appropriate disciplinary action or employment actions against the faculty member, up to and including termination from employment.
ARTICLE 41
HEALTH AND INJURY LEAVE

A. Each faculty member shall be entitled to 120 hours of health and injury leave for the first full academic year and 120 hours for each academic year thereafter. Unused health and injury leave shall accrue to a maximum of 3,480 hours. Faculty members who work less than a full year shall receive health and injury leave on a pro rata basis. Faculty who have accumulated 3,360 hours or more of health and injury leave at the start of any academic year will be permitted to use the 120 hours of health and injury leave issued at the start of that academic year prior to using previously accumulated sick leave.

Faculty members who teach during the summer session shall be entitled to additional health and injury leave as follows, which shall accumulate to the maximum set forth above if unused:

- 3-5 load hours = 8 additional hours of health and injury leave
- 6 or more load hours = 16 additional hours of health and injury leave

Faculty whose load is calculated by clock hours and who work during the summer session shall be entitled to additional health and injury leave as follows, which shall accumulate to the maximum set forth above if unused:

- 90-150 clock hours = 8 additional hours of health and injury leave
- 180 or more clock hours = 14 additional hours of health and injury leave

No additional health and injury leave shall be granted between fall/spring session, spring/summer session, or summer/fall session.

B. Health and injury leave is intended for those times when the faculty member or his/her immediate family member has an illness, injury or medical appointment that prevents the faculty member from meeting contractual obligations. Up to five (5) days of health and injury leave may be used by a faculty member for the death of an immediate family member. For the purposes of this section, immediate family members shall include parents, spouses, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians. The faculty member will make a reasonable effort to schedule medical appointments for days/times when he/she has no contractual duties. Health and Injury Leave shall not be applicable to surgical or other procedures which may be postponed without significant medical effect to the summer or holiday or vacation period. An affidavit from the faculty member's physician that such postponement will have a significant medical effect shall be determinative.
C. If a faculty member is absent and misses four (4) or more of his/her contractual hours for a day, which includes, but is not limited to scheduled class(es), office hour time (including online office hours) and/or scheduled meeting(s)/event(s), he/she will have eight (8) hours of health and injury leave deducted for the day.

If a faculty member is absent for less than four (4) of his/her contractual hours for a day, which includes, but is not limited to scheduled class(es), office hour time (including online office hours) and/or scheduled meeting(s)/event(s), he/she will have four (4) hours of health and injury leave deducted for the day.

Faculty whose load is calculated by clock hours will have health and injury leave deducted based on the actual scheduled hours missed.

D. The appropriate Division Office must be notified as soon as practicable on the day of any unforeseeable absence. Otherwise, appropriate advance notice to the Division Office is expected. Faculty members must report health and injury leave absences through the College's official absence management system within one week after returning to work following the absence. A faculty member's cumulative unused health and injury leave shall be indicated on the employee's self-service page.

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

**ARTICLE 42**
**PERSONAL LEAVE**

Each faculty member shall be entitled to 24 hours of non-cumulative personal leave in each academic year. Faculty members who work less than a full academic year shall receive personal leave on a pro rata basis. Personal leave is intended to allow the faculty member to cope with personal situations that cannot be addressed during times when the faculty member is not assigned to classes or other duties.
Unforeseeable absences must be reported to the appropriate Division Office as soon as practicable on the day of the absence. Otherwise, appropriate advance notice to the Division Office is expected. Faculty members must report personal leave absences through the College’s official absence management system within one week after returning to work following the absence. A faculty member’s unused personal leave shall be indicated on the employee's self-service page.

The President of the College or designee may authorize an extension of such leave beyond 24 hours, with or without pay. If an extension of personal leave is granted with pay, it shall be chargeable against health and injury leave.

A faculty member may not use personal leave during Faculty Development Week, the first week of classes, the final exam week of any semester, commencement, or the faculty work day before or after any holiday or extended school break unless expressly approved by the appropriate Dean and Vice President based on an exigent circumstance. Due to the value both parties place on the activities during these periods, denial of a request to use personal leave during these periods shall be final and not grievable.

Deduction for use of personal leave shall be in accordance with the provisions of Article 41.C.

ARTICLE 43
COURT APPEARANCE

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

ARTICLE 44
GENERAL LEAVE OF ABSENCE

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

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

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

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

E. The granting of any General Leave of Absence pursuant to this or any other article of this Agreement which by the terms thereof is not mandatory, shall be at the sole discretion of the Board and the granting or withholding of any such leave shall not be precedential.
ARTICLE 45
SABBATICAL LEAVES

A. Governing Principles

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

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

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

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

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

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

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

B. Eligibility

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

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

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

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

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

D. **Application**

Eligible applicants shall make formal application in writing to the Vice President for Educational Affairs not later than the Friday before finals week of the fall semester for all sabbatical leaves for the subsequent academic year. The College and Union will stipulate to a standard application. Each application shall include:

1. The leave plan desired.

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

3. The specific purpose for which the leave is desired and the relationship of said purpose to the person's College assignment.

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

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

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

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

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

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

2. The rubric used during the 2017-2018 academic year to evaluate sabbatical proposals shall be considered the currently approved rubric. Any subsequent changes to the rubric must be agreed upon by the Vice President for Educational Affairs and the Union President.

F. **Criteria for Recommendation**

Criteria to be used by the Sabbatical Leave Committee in determining recommendations for sabbatical leave will be specified in the rubric.

G. **Approval**

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

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

H. **Reporting**

Upon the completion of sabbatical leave the Vice President for Educational Affairs may require that the faculty member submit a comprehensive report, presentation, or other approved activity with respect to his/her activities during the period of such leave to College Community.
I. **Number of Leaves**

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

J. **Feedback**

All applicants will receive feedback on their proposals from the Committee.

K. **Office Hours**

In accordance with Article 36, a faculty member granted a sabbatical shall be required to keep office hours in proportion to his/her teaching load in each semester of the sabbatical.

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**ARTICLE 46**

**FAMILY LEAVE**

A. **Federal Family Medical Leave Act (FMLA) and College Extended Family Medical Leave**

The federal FMLA entitles eligible faculty members to take twelve (12) work weeks of unpaid, job-protected leave in a 12-month period for:

- the birth of a child and to care for the newborn child within one year of birth;
- the placement with the faculty member of a child for adoption or foster care and to care for the newly placed child within one year of placement;
- the care for the faculty member’s spouse, child, or parent who has a serious health condition;
- the faculty member’s own serious health condition that makes him/her unable to perform the essential functions of his/her job; or
- any qualifying exigency arising out of the fact that the faculty member’s spouse, child or parent is a covered military member on “covered active duty.”

The federal FMLA also entitles eligible faculty members to take twenty-six (26)
workweeks of unpaid, job-protected leave during a single 12-month period to care for a covered service member with a serious injury or illness if the eligible faculty member is the service member’s spouse, child, parent or next of kin.

As medically necessary, such leave may be taken on a continuous, intermittent, or reduced schedule basis in accordance with the federal law and regulations, and College policy.

Following exhaustion of federal FMLA leave, eligible faculty members may be eligible for the College’s extended family medical leave for the reasons set forth above in accordance with College policy.

The College allows faculty members use of any accrued and unused personal or health and injury leave while on an approved federal FMLA or extended family medical leave to care for a healthy newborn or newly placed child.

B. Child Bearing Leave

A faculty member who is not eligible for FMLA leave or who has exhausted FMLA leave and extended family leave shall be eligible to use accumulated and unused health and injury leave as medically necessary for the faculty member’s own pregnancy, childbirth, or medical or common conditions related to pregnancy and childbirth. A faculty member requesting to use health and injury leave may be required to submit a letter from the faculty member’s health care provider to support the basis for such leave. Following exhaustion of health and injury leave, the faculty member may be eligible for an unpaid leave of absence, as determined by the College. Nothing in this article precludes the College from requiring a medical examination as specified in Article 8 (Medical Examination).

C. Parental Leave

Parental leave shall be available to any faculty member who has 1) given birth to a child, 2) fathered a child, 3) adopted a minor child, or 4) become the legal guardian or foster parent of a minor child. The maximum period of such parental leave, inclusive of any FMLA or extended family medical leave period (if eligible), shall be one (1) academic year and the balance of the academic year in which the leave commences, provided a second or successive such leave shall not be granted if the faculty member has not returned to full-time employment for at least two (2) consecutive semesters following completion of the earlier leave. FMLA and extended family medical leave shall run concurrently with any period of parental leave.

Application for parental leave shall be made in writing to the appropriate Vice President or designee at least ninety (90) calendar days prior to the anticipated beginning of the leave. The faculty member and the appropriate Vice President or
designee shall, as a condition of such leave, agree upon a reasonable plan for the commencement and termination of such leave, taking into consideration the particular time factors that pertain. The primary consideration shall be that continuity of instruction for the students be maintained to the maximum possible degree. Notice of intention to return shall be given in writing by the faculty member to the appropriate Vice President or designee on or before February 15 of the calendar year in which the faculty member is to return. Failure to so advise the Vice President or designee shall be treated as notification of election not to return to employment and as a resignation from the College.

Health and Injury Leave shall not be applicable for the period of the parental leave which is beyond the FMLA and extended family medical leave period (if eligible), but any accumulated Health and Injury Leave available at the time of the commencement of the parental leave shall be available upon termination of the parental leave and return to employment at the College.

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

The period of parental leave shall not constitute experience which qualifies for recognition on the salary schedule, except that any faculty member granted a parental leave who has actively performed faculty duties on a full-time basis for at least one full semester of the year (prior to the parental leave or after the parental leave) shall be deemed to have completed a full year for the purposes of any applicable movement on the salary schedule.

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

Should the legal guardianship or foster placement end or not occur during the term of an approved parental leave, the faculty member must immediately notify the appropriate Vice President or designee. In such circumstances, the faculty member’s parental leave will terminate once an appropriate position is available and provided such will not create liability for the College with respect to any other person.

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

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

**ARTICLE 47**

**REDUCED LOAD FOLLOWING LEAVE**

A. Faculty members who are returning to employment at the College following either:

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

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

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

C. The faculty member shall be eligible for advancement on the salary schedule as provided in Article 13 of this Agreement if his/her total service during the academic year is equal to at least fifteen (15) load hours of full-time teaching for an entire academic year or 560 clock hours of work.
IN WITNESS WHEREOF:

For the College of Lake County
Federation of Teachers, Local 2394,
IFT-AFT/AFL-CIO

[Signature]
President

12/13/18 (Dec. 13, 2018)
Date

For the College of Lake County
Board of Trustees, District #532

[Signature]
Chairperson

12-18-18
Date
MEMORANDUM OF UNDERSTANDING
Facilities/Classroom Use

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

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

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

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

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

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

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

For the Union

[Signature]

12/13/18 (Dec. 13, 2018)

Date

For the Board

[Signature]

12-18-18

Date
Faculty members may elect to use an academic title in accordance with the table set forth below in dealing with persons external to the College. The Board shall verify such title upon request. The Union acknowledges the use of academic title has no relationship to future salaries or other benefits.

<table>
<thead>
<tr>
<th>Column</th>
<th>Instructor</th>
<th>Assistant Professor</th>
<th>Associate Professor</th>
<th>Professor</th>
</tr>
</thead>
<tbody>
<tr>
<td>A Column</td>
<td>all years</td>
<td>--</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>B Column</td>
<td>1st – 3rd year</td>
<td>Tenure and 4th year</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>C Column</td>
<td>1st year</td>
<td>2nd - 5th year</td>
<td>6th year +</td>
<td>--</td>
</tr>
<tr>
<td>D Column</td>
<td>1st year</td>
<td>2nd &amp; 3rd year</td>
<td>4th year and tenure</td>
<td>--</td>
</tr>
<tr>
<td>E Column</td>
<td>1st year</td>
<td>2nd &amp; 3rd year</td>
<td>4th year and tenure</td>
<td>5th year +</td>
</tr>
<tr>
<td>F Column</td>
<td>1st year</td>
<td>2nd &amp; 3rd year</td>
<td>4th year and tenure</td>
<td>5th year +</td>
</tr>
</tbody>
</table>

NOTE: This Memorandum of Understanding is reproduced here for informational purposes only. It is not part of the Agreement.
MEMORANDUM OF UNDERSTANDING
Column Movement and Earned Doctorates

It is understood by the Union and the College administration that the criteria for movement or placement in Column F of the faculty salary schedule shall be as follows:

1. An earned doctorate in the field in which the faculty member is assigned to teach or work, OR

2. An earned doctorate in education or related field with at least forty (40) semester hours of graduate course work in the field in which the faculty member is assigned to teach or work, OR

3. An earned doctorate in a nonacademic technical or professional discipline such as law, medicine, dentistry, veterinary medicine or other technical fields where all, or a portion of the faculty member's assigned teaching duties are in such a technical or professional field (or related filed where such a degree is required).

Except as otherwise provided by law, nothing herein limits the rights of either the Union or the Board to make any proposals on this issue in negotiations for a successor collective bargaining agreement.

The decision to modify the interpretation of the criteria qualifying a faculty member for movement or placement into Column F, as stated above, carries with it no expectation that other contractual language will be revised during the life of the 2018-2022 collective bargaining agreement with faculty.

[Signature]
For the Union

[Signature]
For the Board

12/13/18 (Dec. 13, 2018)
Date

12-18-18
Date
MEMORANDUM OF UNDERSTANDING
Attendance at Commencement

Commencement is a work day and all faculty are required to attend.

Faculty will also have representation on college graduation planning committees.

[Signature]
For the Union

12/13/18 (Dec. 13, 2018)
Date

[Signature]
For the Board

12-18-18
Date
MEMORANDUM OF UNDERSTANDING
Domestic Partners

For a faculty member and his or her domestic partner who were determined to be eligible for coverage as a domestic partner under the previous contract and continue to meet the requirements of Article 24 on Domestic Partners in the previous contract, they will continue to be eligible for coverage until May 30, 2015 after which time they must be married or part of a civil union to be eligible for coverage.

Should the right to a civil union or marriage be restricted or eliminated by legislation or the courts, Article 24 on Domestic Partners in the previous contract becomes part of the current contract.

K. J. Boyle
For the Union
12/13/18 (Dec. 13, 2018)

R. A. Carbon
For the Board
12-18-18

Date
Date
MEMORANDUM OF UNDERSTANDING
Regarding Step Down of Banked Hours

Faculty Load and Overload are addressed in Article 21 of the parties’ collective bargaining agreement. During negotiations for the successor agreement to the 2014-2018 Collective Bargaining Agreement, Article 21 was revised, including the language on banked hours, and the parties discussed the number of banked hours per faculty member in connection with these changes. The parties have developed this Memorandum of Understanding to step down banked hours to a maximum of three (3) for each applicable faculty member. The parties agree as follows:

1. This MOU applies to full-time faculty members that have more than three (3) banked hours as of the start of the 2018-2019 contract year. A list of these faculty members and their respective banked hours will be maintained by Human Resources and given to the Faculty Union President. This list will be provided to the appropriate Dean or designee for purposes of administration of this MOU. By the end of the Spring 2020 semester, no faculty member may carry more than three (3) banked hours.

2. The faculty members with three (3) or more banked hours are not eligible to bank additional overload hours until their respective total banked hours have been reduced to less than three (3). These faculty members have until the end of the Spring 2020 semester to apply their respective banked hours to their regular load, subject to the following conditions:
   
a. The faculty member must submit a request to use no more than six (6) banked hours toward establishing regular load in any applicable semester to the Dean or designee at least thirty (30) calendar days prior to the start of the semester; and

b. Timely requests will be granted unless the Dean or designee determines that use of banked hours would cause the department undue hardship. Banked hours may not be redeemed for payment in any semester, except if a faculty member’s request to use banked hours was denied for undue hardship and the faculty member has more than three (3) banked hours remaining at the end of the Spring 2020 semester because of this denial. In that case, the faculty member may redeem for payment any hours over three (3) at the end of the Spring 2020 semester.

3. This MOU will sunset at the end of the Spring 2020 semester.

4. This MOU is effective upon execution by the parties and ratification of the Successor Agreement.

\[Signature\]
For the Union
\[Signature\]
For the Board

\[12/13/18\] (Dec. 13, 2018)\nDate
\[12-18-18\]
Date
MEMORANDUM OF UNDERSTANDING
Regarding Step Down of Set-Aside Hours for Faculty
Whose Load is Determined by Clock Hours

During negotiations for the successor agreement to the 2014-2018 Collective Bargaining Agreement, set-aside hours were discussed and the parties have developed this Memorandum of Understanding to end the accrual of set-aside hours going forward, but to recognize the set-aside hours faculty whose load is determined by clock hours (hereinafter referred to as “Faculty”) have accrued to date by providing a mechanism to step down accrued set-aside hours. The parties agree as follows:

1. Upon ratification and approval of the successor agreement to the 2014-2018 Collective Bargaining Agreement (the “Successor Agreement”), Faculty will no longer be able to accrue set-aside hours.

2. Faculty that have accrued set-aside hours on the date of ratification and approval of the Successor Agreement will be allowed to apply these accrued hours toward their regular load through the end of the Spring 2020 semester, subject to the following conditions:
   a. Faculty must submit a request to use accrued set-aside hours toward regular load in any semester to the appropriate Dean or designee at least thirty (30) calendar days prior to the start of the semester; and
   b. Timely requests will be approved unless the Dean or designee determines that use of accrued set-aside hours would cause the applicable department undue hardship.

3. Faculty will not be permitted to carry any accrued set-aside hours beyond the end of the Spring 2020 semester. Faculty may not redeem accrued set-aside hours for payment, except if a Faculty’s request to use set-aside hours was denied for undue hardship and the Faculty has set-aside hours remaining at the end of the Spring 2020 semester because of this denial. In that case, the Faculty may redeem for payment any remaining set-aside hours at the end of the Spring 2020 semester.

4. A list of Faculty and their respective accrued set-aside hours will be maintained by Human Resources and given to the Faculty Union President. This list is intended to confirm the total number of set-aside hours each Faculty has accrued and is eligible to use in accordance with this MOU.

5. This MOU will sunset at the end of the Spring 2020 semester.

6. This MOU is effective upon execution by the parties and ratification of the Successor Agreement.

[Signatures]

For the Union

For the Board

12/13/18 (Dec. 13, 2018)
Date

12-13-18
Date
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.)