

AGREEMENT

for

Academic Year(s) 2000-01,  
2001-02, 2002-03 and 2003-04

By and Between The

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

and

LAKE LAND COLLEGE  
Community College District #517  
Board of Trustees

## **TABLE OF CONTENTS**

<u>Article</u>	<u>Description</u>	<u>Page(s)</u>
Article I	Recognition, Definitions, and Rights	
	A. Definitions	1
	B. Recognition	2
	C. Rights	2
	D. Correctional Center Employees	5
Article II	Conditions of Employment	
	A. Instructional Load	5
	B. Salary Guidelines	9
	C. Insurance	14
	D. Travel Policy	16
	E. Tuition Waiver	17
	F. Leaves	18
	G. Planned Retirement Program	30
	H. Breaks and Holidays	31
Article III	Grievance Procedure	32
Article IV	Professional Rights and Responsibilities	
	A. Intellectual Property Rights	36
	B. Sexual Harassment	39
	C. Employee Tenure and Evaluation	40
	D. Employee Personnel File	41
	E. Discipline and Discharge	41
	F. Job Description	43
Article V	Procedure for Future Negotiation	43
Article VI	Precedence of Agreement	46
Article VII	Non-Interruption of Services	46
Article VIII	Effect and Duration of Contract	47
Appendix A	Faculty Evaluation (Policy 05.02.09)	
Appendix B	Faculty Tenure (Policy 05.02.08)	

## **ARTICLE I**

### **Recognition, Definitions, and Rights**

#### **A. DEFINITIONS USED THROUGHOUT THE CONTRACT**

1. The term "Board" refers to the Board of Trustees of the Illinois Community College District #517 in the State of Illinois.
2. The term "College" refers to Illinois Community College District #517 (Lake Land College).
3. The term "Association" refers to the Lake Land College Faculty Association, Local 2296 of the Illinois Federation of Teachers--American Federation of Teachers, AFL-CIO.
4. The term "academic year" refers to the fall semester and the immediately following spring semester.
5. The term "seniority" refers to the number of years of full-time employment at the College starting from the employee's original date of hire or if service has been broken by termination, from the employee's most recent date of hire.
6. For purposes of this agreement the term "employee" shall, for any academic year, mean and include any individual who meets any one of the following conditions: (a) is engaged exclusively in teaching or services directly related thereto consisting of thirty equated semester hours per academic year or their equivalent and performs services directly related to such teaching not less than thirty clock hours each week during the academic year, or (b) is engaged in providing academic support services for not less than forty hours each week, or (c) is engaged in providing both teaching and academic support services whereby the combination thereof satisfies the equivalent of the foregoing, or (d) is engaged in teaching and/or academic support services, or their equivalent, fifty percent or more of the time. In determining time devoted, actual hours will be considered.
7. The term "notice" means a written notice delivered in person or deposited in the U.S. mail by certified or registered mail, postage prepaid, addressed to the employee's last known address.

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

## B. RECOGNITION

The Board hereby recognizes the Association as the exclusive and sole collective bargaining agent for all employees as defined in Article I, Section A.6.

## C. RIGHTS

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

The Association further recognizes that the Board may delegate its authority to manage and direct all the operations and activities of the College to the administrative staff and that those customary and usual rights, powers, functions and authority possessed by management are vested in the administration and the administration shall continue to exercise such powers, duties, and responsibilities during the term of this agreement.

2. The Board agrees to participate in good faith negotiations with the duly designated representatives of the Association. The Association and the Board agree that negotiations, in good faith, will encompass the following items: salaries, hours, and other terms and conditions of employment.
3. It is the responsibility of the Board and the Association to confer upon their respective representatives the necessary power and authority to make proposals, consider proposals and make

counterproposals in the course of negotiations and to reach tentative agreements which shall be presented to the Board and the Association respectively, with explicit reasons for the adoption of same. The obligation to urge adoption of the tentative agreement does not preclude either the Board or the Association from discussing the relative merits of all provisions of the tentative agreement with their respective groups.

4. Facts, information, opinions, and proposals will be exchanged freely during the meeting or meetings in an effort to reach mutual understanding and agreement.
5. No employee or applicant shall be discriminated against or favored because of Association membership or activities or lack thereof, sex, marital status, parental status, handicap, age, race, national origin, or religion. The Board and the Association also agree not to interfere with the right of any employee to become or not to become a member of the Association and that there shall be no discrimination against any employee because of Association membership or nonmembership.
6. The College will deduct dues from the earnings of each Association member, who shall authorize the same in writing, in an amount determined by the Association, provided that the annual dues to be deducted shall be uniform for each Association member. Such deductions shall be made no later than thirty calendar days following receipt of the written authorization in the College accounting office. A dues authorization may be revoked by written notice of any member who makes such an election. The authorization shall be deemed automatically revoked with the issuance of any Association member's last paycheck.
7. In accordance with section 11 of the "Illinois Educational Labor Relations Act: (H.B. 1530), employees covered by this contract who are not members of the Association will be charged a fair share fee for representation and services rendered in an amount not to exceed the annual fee uniformly charged members of the Association. The fair share fee shall be certified by the Association to nonmembers and to the College as the reasonable cost for representation and services rendered in accordance with the provisions of section 11 of the "Illinois Educational Labor Relations Act," which are expressly incorporated herein by reference. The fair share fee will be deducted by the College from the earnings of the nonmember employees and will be paid promptly to the Association or to a bona fide nonreligious charitable organization if nonmember

employee(s) object based upon bona fide religious tenets or teachings.

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

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

- b. If an Association member withdraws membership from the Association, he/she will pay a fair share fee for the remainder of the year proportionately equal to the amount of annual Association dues not paid. The Association will notify the accounting office when a member withdraws from the Association.
  - c. If the College deducts and remits such dues or fair share fee as required in this article, the Association shall indemnify, hold harmless, and defend the College from any action, complaint, suit, or other proceedings which may be brought in relation thereto.
8. The Association shall continue the right to post notices of its activities in the normal areas of the College, use teachers' mailboxes, and use College buildings for meetings so long as prior notice of the meeting has been given to the College and the location approved and there is no interference with orderly processes of the College.
  9. Recognizing the students' rights to gain an education, Board or Association views on negotiations shall not be shared with students (with the exception of the official student board member during Board executive sessions) during the conduct of normal College business.
  10. The Association will promptly furnish copies of any pertinent information as reasonably requested by the Board or its representative. The Board will promptly furnish copies of any pertinent information as reasonably requested by representatives of the Association. Nothing herein shall require the Board or the

Association to research and assemble information if it is not readily available from existing records or reports.

**D. CORRECTIONAL CENTER EMPLOYEES**

1. In the event of conflict between the terms and conditions of employment specified in this agreement and the Department of Corrections contract with Lake Land College, the Department of Corrections contract provisions shall govern and prevail.
2. Only Vandalia and Danville Correctional Center employees are covered under this contract.

**ARTICLE II**

**Conditions of Employment**

**A. INSTRUCTIONAL LOAD**

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

- c. The normal workday for an instructor will not exceed an eight (8) hour span unless required to satisfy the instructor's teaching load or by mutual agreement between the instructor and the division chairperson.
- d. The following courses which involve substantial student writing assignments will have an assigned class limit not to exceed twenty-five (25) students:

Composition I, Composition II, Report Writing, Business Communications, Advanced Formatting, and Advanced News Writing.

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

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

41-50 advisees = .5 hrs. release time  
51-60 advisees = 1.0 hrs. release time  
61-70 advisees = 1.5 hrs. release time  
71-80 advisees = 2.0 hrs. release time  
81-90 advisees = 2.5 hrs. release time  
(Continues as above)

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

- h. Full-time instructors shall have first priority for all classes--day, evening, and summer. Once a class has begun, no instructor can be displaced unless needed to complete a load for a full-time instructor.
- i. Full-time employees shall have "first right of refusal" for all courses, overloads, and other duties for which they are qualified and which are offered by the College. An employee shall be deemed qualified for courses, overloads and/or other duties by meeting the minimal qualifications as established by the College.
- j. Seniority shall prevail for all overloads, academic support services, job vacancies, job consolidation, reduction in force providing qualifications are met as defined in "i." above.
- k. Employees who have submitted resignations under the terms of the Planned Retirement Program shall remain in their current positions unless a change in position is mutually agreed by the employee and the College.

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

4. Instructors will:

- a. Be on campus, or approved location, for not less than thirty (30) hours a week. A minimum of three (3) hours a college day must be served on the campus or a location approved by his/her Division Chairperson and Vice President for Academic Services.
- b. Each instructor shall maintain at least five (5) scheduled office hours on campus and/or approved location per week for consultation with students. The weekly schedule for office hours shall be posted and displayed in a conspicuous place.

Any changes in such office hours shall be posted in a similar manner.

- c. The difference between the time spent in class, preparation, office hours, and the thirty (30) hour requirement may be distributed as the instructor deems necessary to act as a sponsor for co-curricular activities, College committee work, division and departmental meetings, preparation of reports, participation in College-wide recruitment activities for new students, and other activities of a similar or relevant nature.
5. Teaching load and overload assignments:
- a. No instructor or chairperson having a full-time assignment shall be assigned or permitted more than ten (10) equated semester hours of overload each academic year with no more than six (6) equated overload hours a semester. By mutual consent of the instructor, Division Chairperson, and Vice President for Academic Services, this regulation may be waived.
  - b. No instructor will be required to teach more than thirty (30) equated semester hours per academic year.
  - c. Overload assignments for each instructor will be designated at the time the course schedule is finalized by the Vice President for Academic Service's office.
  - d. Instructors who do not make their normal teaching load during the fall and spring semesters will be subject to the following conditions:
    - 1) The instructor may elect a prorata salary reduction on the basis of the number of equated hours actually taught compared to a minimum of thirty (30) equated semester hours.
    - 2) Accept one or more assignments relating to the instructor's qualifications by direction of the College which will provide the equivalent to a full teaching load based on three (3) clock hours of effort per week for each equated hour of load to satisfy the minimum requirements.

- 3) If the instructor elects not to accept option 1 or 2, the Vice President for Academic Services shall assign the instructor to an equivalent summer load, provided assignments are available.
6. No Division Chairperson will assign himself/herself or any other instructor an overload assignment in a given semester within a specific teaching field when any other member of the division qualified in that field does not have a full load.
7. Division Chairpersons will have faculty status and will teach a minimum of fifteen (15) equated credit hours per academic year. The Division Chairperson's administrative duties shall be specified in a separate standard agreement between the Division Chairperson and the College.
8. Distance Learning
  - a. For the purpose of this contract, distance learning is defined as both interactive video-based courses and online courses.
  - b. An instructor shall receive 1.33 semester hours of credit toward instructional load for each equated credit hour (ECH) of online classes and interactive video classes offered at one (1) base station and one (1) or more remote sites.
  - c. An instructor shall receive an additional .5 equated credit hour (ECH) toward instructional load for classes with 31-49 students. For every additional twelve (12) students (or fraction thereof) beyond forty-nine (49) students, an instructor shall receive an additional .75 ECH toward instructional load.
  - d. The mutual consent of the instructor, division chairperson and Vice President for Academic Services is required in order to offer classes with more than 49 students and/or interactive video classes with more than 2 remote sites.
  - e. A Distance Learning Committee shall establish guidelines governing the offering of all distance learning courses that originate from sources other than Lake Land College.

## B. SALARY GUIDELINES

1. The salary range (see B.7.) applies to a nine-month base contract relating to the academic years 2000-01, 2001-02, 2002-03 and

2003-04. One-ninth of the nine-month base contract salary will be added for each additional month for employees who are employed more than nine months. A proportionate amount will be paid for any contract less than a month. Academic support personnel who are under contract as full-time employees after the spring semester grades due day, and before the first day of staff development for the fall semester, shall be required to work:

- a. A total of three hundred fifteen (315) work hours for two-ninths (2/9) of the nine-month contract salary during the summer semester.
- b. Not less than eight (8) hours per day, nor more than nine (9) per day as approved by the vice president or his/her delegates.

It is expressly understood and agreed that this work schedule shall be applicable to the four-day summer schedule and shall not be extended to other periods.

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

Each academic year a two (2) year plan shall be prepared based upon the projected needs of the educational program. This plan will identify courses and instructional activities which are expected to be offered during summer session. In order to provide staff members with an equitable opportunity for summer employment each division will prepare a two (2) year rotational plan identifying those staff members who will be offered summer session employment consistent with the educational needs plan. Each division shall prepare an equitable summer rotation plan that is mutually acceptable to the division and the Vice President for Academic Services. The educational needs plan and the division rotational plan shall be reviewed annually and revised as needed.

3. Compensation for overload assignments (teaching assignments in excess of thirty (30) equated semester hours in the academic year

or eight (8) equated semester hours in the summer session) will be paid at the rate of \$495 for 2000-01, \$520 for 2001-02, \$545 for 2002-03, and \$570 for 2003-04 per equated semester hour.

4. Instructors supervising an independent study course shall be paid thirty dollars per credit hour upon the student's successful completion of the course. The initial instructor/student agreement in determination of the successful completion of the course shall be subject to the approval of the appropriate instructional dean who may approve payment to the instructor in special circumstances when all requirements for successful completion have not been met.
5. Instructors as approved by the Vice President for Academic Services certifying material for life experience credit under the Associate and Liberal Studies degrees will be paid according to the following schedule. Student requests for credit as approved by the Vice President for Academic Services will constitute the basis for instructor compensation.

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

6. The academic year will be defined as 169 days with at least one day of the required faculty development days to be planned by a staff development committee consisting of the Dean of Instructional Services, a representative from each academic division and one nonteaching faculty member appointed by the President of the Faculty Association.

The College administration and faculty commit themselves to flexible and equitable staff development.

In the event that an employee's absence is not covered by Article II, Section F., the days used to compute the deduction from pay will be determined as follows: actual number of days on the official calendar for each academic year divided into the dollar amount of the employee's nine-month base salary for the appropriate academic year times the number of days absent.

All employees shall participate in planned activities as assigned by the appropriate vice president, dean(s), and division chairperson.

7. Minimum salaries for each academic year covered under this agreement shall be as set forth below:

2000-01 and 2001-02

T-I	\$25,994
T-II(T+10)	\$26,333
T-III(T+20)	\$26,674
T-IV(T+30)	\$27,014
B	\$27,355
B+15	\$27,710
M	\$29,417
M+15	\$29,749
M+30	\$30,090
M+45	\$30,532
Phd	\$31,436

2002-03 and 2003-04

T-I	\$27,294
T-II(T+10)	\$27,650
T-III(T+20)	\$28,008
T-IV(T+30)	\$28,365
B	\$28,723
B+15	\$29,096
M	\$30,888
M+15	\$31,237
M+30	\$31,595
M+45	\$32,059
Phd	\$33,008

- a. Substitute teaching either in or outside the system shall not be considered as creditable experience. Amount of experience credit for military service shall be one year for each two years of military service not to exceed four years credit.
- b. Workshops, service schooling, or academic class hours successfully completed since September 1, 1970, by employees shall be equated to credit hours for horizontal movement on the salary ranges.
- c. Fifteen workshops, service schooling, or academic class hours equals one semester hour credit.

- d. The individual employee concerned shall submit the credit request to the Vice President for Academic Services for approval. The request should follow the regular channels. Any request not approved shall be returned, accompanied by a written explanatory statement.
  - e. Employees must have earned a bachelor's degree before becoming eligible to move to the bachelor level.
  - f. Credit earned beyond the master's degree must be graduate courses in the employee's assigned area of responsibility or subject matter field or have prior approval by the Vice President for Academic Services if the credits earned are to be counted toward an increment on the salary guidelines.
- 8.
- a. Employees under contract for the 1999-00 academic year shall receive salary increases of \$2,000 for the 2000-01 academic year.
  - b. Employees under contract for the 2000-01 academic year shall receive salary increases of 5% of their 2000-01 base salary for the 2001-02 academic year.
  - c. Employees under contract for the 2001-02 academic year shall receive salary increases of \$2,200 for the 2002-03 academic year.
  - d. Employees under contract for the 2002-03 academic year shall receive salary increases of 5.25% of their 2002-03 base salary for the 2003-04 academic year.
9. Employees who qualify to advance from one educational or training level to another will be compensated an additional \$525.00. Employees who received an earned doctor's degree shall receive an additional \$750.00.
10. New employees shall receive a salary determined by the minimum salary in the range of appropriate education or training level plus \$525.00 for each previous year of creditable experience.
11. Checks or direct deposit are distributed semi-monthly for all employees based upon a published schedule. Employees have the option of receiving their annual salary paid on a nine-month or twelve-month basis. In either case, the option must be made with the accounting office no later than the first instructional day of the

academic year and may not be changed during the school year. Payment for all overloads will be made during the spring semester and may be made on a monthly basis or at the end of the semester as elected by the employee. Payments for overloads may be made prior to the spring semester upon verification by the Vice President for Academic Services that the employee will have a full teaching load for the year.

12. The Board supports the concept of payroll deductions as a service of the College to individual employees to the extent the process is commensurate with sound financial practices and procedures. Payroll deductions, upon written request of the individual employee, will be authorized for contributions to charitable organizations, state and federal tax withholding, personal interests related to the investment of income, insurance, retirement, and dues of organizations and associations which promote the academic and/or professional interests of higher education.
13. Employee assignments for additional duties involving release time, stipends, and/or special contracts shall be determined between the employee and the administration and are not part of the Board/Faculty agreement. It is further understood and agreed that the employee who is offered an extra assignment shall have the option of accepting or rejecting such assignment.

### C. INSURANCE

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

1. **Life insurance** in the amount of \$40,000 is provided for all full-time employees, with an additional \$40,000 accidental death and dismemberment. The College will pay the premiums for the employee. Optional life insurance is available for eligible employees and employee's spouse up to a maximum of \$150,000 each if underwritten by the current insurance carrier. Optional life insurance is available for the employee's dependent children (as defined in the insurance policy) in the amount of \$5,000. All optional costs are paid by the employee.
2. **Health, major medical, and dental insurance** is available for every full-time employee. The College will pay the premium for the employee from July 1, 2000 through June 30, 2004. The same coverage is available for dependents. The College will pay for one-

half (½) of the premiums associated with dependent coverage for the same period.

- a. The College will provide a booklet to each employee identifying the health, major medical, and dental insurance coverage.
- b. The College agrees to conduct periodic employee orientation and education programs related to group insurance costs, benefits, and utilization. An insurance committee, with faculty representation, will annually evaluate the program for the purpose of emphasizing cost containment related to coverages and report to the faculty by April 1 of each year.

### 3. **Retirement Provisions.**

#### Health Insurance

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

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

#### Life Insurance

Employees who retire on or after March 1, 2000 may keep their life insurance coverage until the age of 70 by paying all premiums. Options for life insurance coverage beyond this age are available directly from the insurance provider.

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

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

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

#### D. TRAVEL POLICY

1. The administration shall encourage employees to attend professional meetings and engage in professional development activities. Special encouragement will be given to employees attending meetings at which the employee will be an active participant (speaker, officer, moderator, etc.).
2. It shall be the responsibility of the division chairperson to recommend employees for attendance at meetings. It is expected that attendance at meetings will normally be equally distributed within a division. It is expected that only one member of a division shall be at a national meeting.
3. Mileage reimbursement for approved travel by personal vehicle shall be at a rate of \$.32 per mile. When convenient and practical, travel is to be made by the most economical method. All measurements for mileage will start and end at the employee's campus office unless the actual distance traveled by the employee

is less. Prior approval shall be given by the appropriate vice president.

4. All travel expenses will be paid by the College for all who attend meetings in any official capacity and who have been approved to attend by the administration. When travel is approved, no deduction from salary shall be made for being absent from duties. Any member covered under this agreement who is on approved College travel during contractual service days and receiving full salary for such days will refund to the College or College Foundation any remuneration or honorarium received during the period of travel.
5. A copy of the travel approval will be presented to the accounting office for payment. A per diem of \$15 for meals will be paid with no overnight stay. In cases involving overnight stay, the per diem will be \$27. For example, meal reimbursement for a two-day trip with an overnight stay will be \$42. The per diem meal allowance for travel to Illinois metropolitan areas (counties of Cook, Will, DuPage, Kane, McHenry, Lake) and out-of-state will be \$37.

No receipts for meals will be required if a receipt for lodging is presented for reimbursement, but the per diem request must be approved by the appropriate vice president. If no receipt for lodging is presented, receipts for meals purchased must accompany the request for reimbursement. Per diem maximums shown in the previous paragraph continue to apply. Full terms of travel are contained in Board Policy No. 10.34.04.

6. Travel between Lake Land College and off-campus sites shall be approved travel and shall be reimbursed at the rate specified in paragraph D.3. above.

#### E. TUITION WAIVER

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

1. Eligibility for a tuition waiver shall include the employee, spouse, and their dependent children under 23 years of age.

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

#### F. LEAVES

##### 1. **Sick Leave**

- a. All employees will be granted twelve (12) days sick leave with full salary for each academic year. Employees on eleven- or twelve-month contracts and those with summer contracts will be granted two (2) additional days of sick leave per year. Such leave is available on the first day of each academic year. Any unused portion of the sick leave will be accumulative without a maximum. Employees who have previously been employed in other educational institutions will be credited with additional sick leave as follows:  
  
  - 1 year previous experience - 5 additional days
  - 2 years previous experience - 10 additional days
  - 3 years previous experience - 15 additional days
- b. Sick leave may be used for personal illness, illness in the immediate family, and for pregnancy. The immediate family shall mean the mother, mother-in-law, father, father-in-law, spouse, son, daughter, brother, or sister of the employee, or any relative living in the immediate household of the employee.
- c. Employees will notify their supervisor promptly upon determining that illness will prevent them from performing their regularly assigned duties and will keep the College informed of their status on a timely basis. A form certifying

the nature of the illness will be signed by the faculty member and forwarded to his/her supervisor, appropriate administrator, and the personnel office. A statement certifying the illness or absence from a physician may be required if the illness extends beyond one (1) week to insure that the employee has sufficiently recovered to return to work.

d. Sick Leave Pool

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

The Director of Personnel will administer all sick leave pools. A faculty member wishing to benefit from a sick leave pool must make a request in writing to the Personnel Office. A physician's statement or other documentation of illness must accompany the request. The request must be approved by both the Vice President for Business Services and the President of the Faculty Association before a sick leave pool is initiated. The Vice President for Business Services and the President of the Faculty Association will utilize the following criteria: 1) statement of request from the faculty member; 2) certification of illness by a physician; 3) estimation of date of return by a physician; 4) proof of need.

A faculty member may voluntarily donate sick days to a sick leave pool for another faculty member's use by notifying the Personnel Office through a written, signed and dated request. The request must specify the intended recipient faculty member and the number of sick leave days to be donated. Each faculty member, who shall remain anonymous, will be limited to donating a maximum of two (2) days of his/her sick leave per academic year.

Sick leave days collected in the pool will be credited to the recipient faculty member, as needed, in the order in which the Personnel Office had received the donors' requests. Donated days not used by the recipient faculty member shall not accumulate as a sick leave pool. Once the recipient faculty member returns to work or leaves college employment, all unused sick day donations will be returned to the donors.

Once a sick day is credited to the recipient faculty member, the sick day will be deducted from the accumulated sick days of the donor faculty member who shall have relinquished all rights to that sick day.

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

2. **Bereavement Leave**

Bereavement leave up to five (5) days per occurrence with pay will be available in the event of the death of the employee's spouse, child, step child, parents, and step parents. Bereavement leave of up to three (3) days will be available in the event of the death of the employee's mother-in-law, father-in-law, son-in-law, daughter-in-law, brother, sister, sister-in-law, brother-in-law, grandparents, grandchildren, aunts, uncles, nieces, nephews, or foster parents. Such leave is nonaccumulative and shall not be deducted from the employee's accumulated sick days.

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

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

4. **Sabbatical Leave**

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

- a. A sabbatical leave selection committee shall be appointed to evaluate the request for leave. The committee shall be composed of one nonteaching faculty member, one teaching faculty member from each division appointed by the president of the Lake Land College Faculty Association, the Vice President for Academic Services and the Vice President for Student Services. All appointments shall be for three-year rotating terms except for nondivisional members. In the event a member of the selection committee may request a sabbatical leave, he/she shall resign from the committee prior to the submission of the request, and he/she shall be replaced by another member from the division for the duration of his/her term as divisional representative.
- b. The committee shall establish guidelines for preparing sabbatical requests and make them available not later than November of each year. The Vice President for Academic Services shall chair and preside at all meetings of the committee.
- c. A request in writing for sabbatical leave shall be submitted to the Vice President for Academic Services who in turn will present the request to the sabbatical leave selection committee. Such a request must be filed not later than the first class day of the spring semester of the academic year preceding the academic year in which the sabbatical leave is desired. Applicants will be informed in writing of the committee's recommendation.
- d. The sabbatical leave committee will review all applications, and, based on potential value to the College, the chairperson will submit, in rank order, recommendations to the President. The President will attach his/her own recommendations and submit both sets to the Board. Approval for the granting of the leaves shall be made by the Board. Members selected for sabbatical leave shall be notified following the regularly scheduled March Board meeting of the academic year preceding the academic year in which the leave is desired.
- e. A maximum of four (4.0) percent of the full-time College employees covered by this contract may be on sabbatical leave in any given academic year provided that suitable replacements can be found. The number allowed from a given division in any one year will be determined by the President after consulting with the Vice President for Academic Services.

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

## 5. **General Leave of Absence**

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

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

## 6. **Maternity and Parental Leave**

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

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

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

b. Parental Leave. The Board will grant a request for leave without pay and any fringe benefits for childrearing, including the adoption of a child, for a period not to exceed one year.

The dates of the leave shall be agreed upon by the employee and the College. For leaves over six months, the employee will notify the personnel office in writing three months prior to the end of the approved leave of an intention:

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

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

## **7. Family and Medical Leave**

### **a. Leave Entitlement**

- 1) Eligible employees may use unpaid family and medical leave of absence of up to twelve (12) weeks during the College fiscal year, July 1 through June 30 of the following year, for one or more of the following reasons:
  - a) Because of the birth of a son or daughter of the employee and in order to care for such child.
  - b) Because of the placement of a child with the employee for adoption or foster care.
  - c) In order to care for the spouse, son, daughter, parent or parent-in-law of the employee if such spouse, son, daughter or parent has a serious health condition.
  - d) Because of a serious health condition that makes the employee unable to perform the functions of the employee's position.
- 2) If both spouses are employed by the College, they may together take only twelve (12) weeks of family and medical leave when the reason for the leave is either a) or b) above.

- 3) If the reason for the leave is c) or d) above and the College makes a request, the employee shall, within fifteen (15) days, support a request for a family or medical leave with a certificate completed by the employee's or family member's health care provider. If the reason for the leave is c) above, the certificate must state that a family member should care for the son, daughter, spouse, parent, or parent-in-law and an estimate of the amount of time that such employee is needed. If the reason for the leave is d) above, the certificate must indicate that the employee is unable to perform the functions of the position. In the case of intermittent leave for planned medical treatment, the certificate shall indicate the dates on which such treatment is planned and the duration of the treatment. Failure to provide the certification may result in a denial of the leave request.
- 4) The term "serious health condition" shall mean an illness, injury, impairment, or physical or mental condition that involves: 1) inpatient care in a hospital, hospice, or residential medical care facility; or 2) continuing treatment by a health care provider.
- 5) If the reason for the leave is a) or b) above, the leave shall not be taken by an employee intermittently unless the employee and the appropriate vice president agree otherwise. If the reason for the leave is c) or d) above, leave may be taken intermittently when medically necessary. If an employee requests intermittent leave because of c) or d) above and the leave is foreseeable based on planned medical treatment, the employee shall schedule such leave in a manner that will not unduly disrupt the College's operation. In such cases the College may require the employee to transfer temporarily to an available alternative position for which the employee is qualified and which: 1) has equivalent pay and benefits; and 2) better accommodates recurring periods of leave.

b. Eligibility

To be eligible for family and medical leave an employee must have been employed by the College for at least twelve (12)

months and for at least 1,250 hours during the 12-month period immediately before the beginning of the leave.

c. Other Paid Leave

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

d. Notice

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

e. Restoration to Position

Upon returning from a family and medical leave an employee shall be restored either to the position of employment held by the employee when the leave commenced or to an equivalent position with equivalent pay, benefits and other terms and conditions of employment.

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

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

## 8. **Employee Benefits While on Leave**

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

## 9. **Personal Leave**

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

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

Personal days used by teaching faculty will not be deducted from unused sick leave. Personal days used by teaching faculty may be used in one-half (½) day increments. Personal days used by 40-hour-per-week employees will not be deducted from unused sick leave and may be taken in increments of two (2) hours or greater.

#### 10. **Military Leave**

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

#### 11. **Training/Retraining Program**

Full-time faculty members who are subject to retrenchment affecting their program, teaching, or academic support service shall be given the opportunity to retrain in lieu of layoff. In order to qualify for reimbursement of paid tuition and fees incurred for course work which upgrades present skills or provides a means of retraining in the same or different academic discipline, the following conditions and limitations shall be applicable to College-approved training or retraining programs for faculty and staff covered by this agreement:

- a. A Training/Retraining Committee, chaired by the Vice President for Academic Services, including administration, the Association President, one nonteaching faculty and one teaching faculty from each academic division as appointed by the College President, will be formed to discuss problem areas and determine faculty members to be affected. The committee shall consider possibilities for mergers before retrenchment is considered. But, if retrenchment is deemed necessary, potentially affected faculty members will be identified in order

of seniority, entailing services each faculty member is competent to render.

- b. Potentially affected faculty members shall be officially notified no later than October 15 of the academic year prior to the anticipated academic year of the proposed elimination. Affected faculty members shall be given an opportunity to meet with the appropriate vice president to establish a retraining plan based upon program, teaching, and academic support needs of the College. The agreed upon retraining plan will then be submitted to the Training/Retraining Committee for approval. Arrangement of schedules and courses for retraining shall be the responsibility of the affected faculty member.
- c. Upon completion of the approved plan for retraining, the employee will be reimbursed by the College for the actual tuition and fees paid for the course(s), excluding travel and incidental expenses.
- d. It is expressly understood and agreed that, unless release time, a sabbatical, or an unpaid leave is granted to eligible faculty members, the participating employee shall be required to satisfy all contractual teaching or job assignment responsibilities, including the maintenance of the required number of hours per week on campus while pursuing the College-approved training or retraining program.
- e. Tuition and fees charged for courses offered by Lake Land College shall be covered under the applicable provisions of the College tuition waiver program for faculty and staff as set forth in this agreement.
- f. Any credit hours earned which are subject to the reimbursement of tuition and fees by the College shall not be applicable to nor used by participating employees to satisfy the requirements for advancement on the salary schedule due to a change in education or training level.
- g. Any employee participating in a College-approved training or retraining program shall be required to render service to the College for at least one full academic year after the completion of the program. He/she shall guarantee reimbursement to the College in the event that this contractual obligation is not fulfilled by giving a judgment note in favor of the College in

the amount of reimbursement. The note shall be cancelled at the end of the year of service required or at the death or disability (defined as the employee being unable to perform his/her contractual job responsibilities) of its maker.

- h. In lieu of retraining, faculty members affected by retrenchment have the option of participating in the LLC/SURS early retirement. Affected faculty members opting for early retirement shall not be counted as part of fifteen (15) percent as described in Article II, Section G.4., page 28.
- i. For the period of 24 months from the beginning of the school year for which the faculty member was dismissed, any faculty member shall have the preferred right to reappointment to a position entailing services he/she is competent to render prior to the appointment of any new faculty member, provided that no nontenure faculty member or other employee with less seniority shall be employed to render a service which a tenured faculty member is competent to render. (103B-5 Illinois Public Community College Act.)

#### G. PLANNED RETIREMENT PROGRAM

- 1. To enhance long-range planning, Lake Land employees are encouraged to submit resignations up to four (4) years in advance of their retirement date. Upon acceptance of the resignation by the Board of Trustees, qualified employees will receive an additional salary increase of twenty percent (20%) of his/her contractual base salary.
- 2. To qualify, employees must meet the following criteria:
  - a. An employee must be qualified to receive a retirement annuity from S.U.R.S. without any reduction or penalties for early retirement by the employee's retirement date.
  - b. Employed full-time at Lake Land College.
  - c. Submit signed resignation form to the President up to four (4) years prior to retirement.
  - d. Retirement must occur within four (4) years of qualifying for S.U.R.S. as required in "a." above.

3. An intent to resign must be submitted to the President by December 31 prior to the year in which a resignation will be given except the first year an employee may submit an intent within thirty (30) days of the effective date of this plan. The salary adjustment will begin within thirty (30) days of Board of Trustee approval of the employee's resignation except the salary adjustment may not commence sooner than four (4) years prior to the effective date of resignation.
4. At the discretion of the Board of Trustees, the number of resignations accepted in advance may be limited to fifteen percent (15%) of employees qualified. Should this option be invoked, resignations will be accepted on a seniority basis within employee group with Lake Land College. Employees denied will have one year added to the four (4) year window of opportunity.
5. Employees who are paid by grant programs may participate in Planned Retirements only if funds are available through their grants to pay the 20% salary increase.

#### H. BREAKS AND HOLIDAYS

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

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

## **ARTICLE III**

### **Grievance Procedure**

#### **A. DEFINITION**

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

#### **B. GUIDELINES**

1. The resolution of grievances shall transpire during times mutually agreed upon by both parties at the respective steps.
2. The grievant must be present at all grievance hearings and conferences.
3. The grievant, at his or her option, may request that a member or representative of the Association participate in the grievance process. However, an Association representative must be present at all steps following the Informal Stage. The administration will inform the Association of times and places of all meetings where the grievant has not requested Association representation.
4. The grievant may withdraw a grievance at any time.
5. The Association shall have the right to present grievances when a class action involving two or more members of this bargaining unit is in dispute.
6. The time provisions at any step may be altered by mutual consent of the grievant(s) and the appropriate representative of the College.
7. At each level beyond the Informal Stage, signed triplicate copies of the grievance and the subsequent response, also in triplicate, shall be issued. The grievant retains a copy of all filings and responses. A second copy of all statements will remain with the administration at the appropriate level and may be forwarded as necessary. A third copy will be sent to the Association.

## C. GRIEVANCE STEPS

### 1. Informal Stage:

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

### 2. Formal Stage:

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

- c. Step Three. If the grievance is not resolved in Step Two of the Formal Stage, the grievant may, within five (5) College business days of the filing of the decision of the appropriate administrator, submit to the President of the College a statement of the grievance signed by the grievant. Within five (5) College business days after receipt of the statement of the grievance, the President shall arrange a conference with the grievant to discuss the grievance. Within five (5) College business days after the final conference, the President shall file a written disposition of the grievance with the grievant and the Association.
- d. Step Four. If the grievance is not resolved in Step Three, the grievant may, within five (5) College business days of filing of the decision of the President of the College, submit the grievance to the Board's Personnel Committee. The President of the College shall forward all written statements pertaining to the grievance along with a copy of the grievant's statement of grievance to the Board. If the statement of grievance is received one week prior to the regular monthly Board meeting, the grievance will be placed on the agenda for the Board meeting, or if received subsequent to the aforementioned deadline date, at the next regularly scheduled meeting. The Board shall review all documents submitted by the grievant and the College President pertaining to the grievance and may, at its discretion, hold hearings and conferences and, if desirable, seek further information pertaining to the grievance. The grievant upon request will be granted a hearing with the Board at that Board meeting. The Board shall render a decision at said meeting. Within five (5) College business days, the Board will file with the grievant and the Association a written disposition of its decision.
- e. Step Five. If the grievance is not resolved satisfactorily, the Association, within thirty (30) days after receipt of the written reply from Step Four, may submit a demand in writing to enter into binding arbitration. The American Arbitration Association or a body designated by the Illinois Educational Labor Relations Board will be requested to provide a panel of at least five arbitrators under the Voluntary Labor Arbitration Rules. Selection of the arbitrator shall be made by the parties alternately striking a name from the list provided until one name remains and this named person shall serve as

arbitrator. The party eligible for the first deletion shall be determined by chance.

#### D. ARBITRATION

1. The arbitrator shall make his/her decision in writing and in his/her opinion shall not amend, modify, nullify, or add to the provisions of the agreement. His/her authority shall be strictly limited to deciding only the issue or issues presented to him/her in writing by the Board and the Association and his/her decision must be based solely upon his/her interpretation of the meaning or application of the express relevant language of the agreement. The arbitrator is empowered to include in any award such financial reimbursements or other remedies as will make the grievant whole.
2. The arbitrator shall have no authority to render an opinion inconsistent with the state or federal laws.
3. Expenses for the arbitrator's services and the expenses which are common to both parties to the arbitration shall be borne equally by the Board and the Association. Each party to an arbitration proceeding shall be responsible for compensating its own representatives and witnesses.
4. If either party requests a transcript of the proceeding, that party shall bear the full cost of that transcript. If both parties order a transcript, the cost of the two transcripts shall be divided equally between the parties. If a copy of the transcript shall be furnished to the arbitrator, the cost of such will be divided equally between the parties.
5. Neither the Board nor the Association shall be permitted to assert any grounds or evidence before the arbitrator which was not previously disclosed to the other party.
6. The arbitrator shall not have the power to retain jurisdiction in any case after he/she has rendered his/her final decision.
7. The decision of the arbitrator shall be binding on both parties.
8. Failure at any step of the procedure to communicate the decision on a grievance within the specified time limits shall permit lodging an appeal at the next step. Failure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision.

When a decision is rendered, it shall include background and reasoning.

## **ARTICLE IV**

### **Professional Rights and Responsibilities**

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

##### Copyrights

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

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

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

the College, the distribution of any income received between the author and College (for the benefit of the College), and other mutually agreed-upon terms. The agreement shall be approved by the President of the College, after considering the recommendations of the appropriate research administrator or committee.

8. To avoid the appearance of impropriety, faculty-authors who require their students to purchase their works should:
  - a. Donate the equivalent amount of any royalties received from such purchases to the College for use in an appropriate fund (e.g., department or College scholarship); or
  - b. Consider other appropriate methods of divesting themselves of the equivalent amount of any such royalties.
9. In the event that income is received by the College from any copyrightable works belonging to the College, an appropriate share shall be paid to the author. The amount of said share shall be determined by the President of the College, after considering the recommendations of the appropriate research administrator or committee.
10. The College's share of copyright income shall be used and controlled in ways to produce the greatest benefit to the College and to the public in a manner to be determined by the President of the College, after considering the recommendations of the appropriate research administrator or committee.

### Patents

1. The principle is recognized that discoveries, inventions, and patents which are the result of research carried on by, or under the direction of, faculty on College time, with significant use of College facilities, or from College funds under their control belong to the College and shall be used and controlled in ways to produce the greatest benefit to the College and to the public.
2. Patentable inventions or discoveries covered by paragraph 1 above shall be submitted to the appropriate research administrator or committee to be considered for submission to a research corporation which may patent and commercialize the invention or discovery without expense to the inventor or discoverer or to the College. If an invention is not submitted to or accepted by such

research corporation, its disposition will be determined by the President of the College, after considering the recommendation of the appropriate research administrator or committee.

3. In the event that income is received by the College (for the benefit of the College) from any patent, an appropriate share shall be paid to the inventor or discoverer. This share is to be determined by the President of the College, after considering the recommendations of the appropriate research administrator or committee.
4. Agreements with sponsors, which provide that the sponsor may determine disposition of patentable inventions or discoveries, may be accepted when required by applicable state or federal statutes or when the action of the Board in waiving its rights to such inventions or discoveries is determined to be in the public interest. Any such waiver requires the approval of the President of the College.
5. The share of any income to the College resulting from the commercial development of inventions or discoveries shall be used and controlled in ways to produce the greatest benefit to the College. Such use shall be determined by the President of the College, after reconsidering the recommendations of the appropriate research administrator or committee.
6. Approval by the President shall be required for use of the name of the College in advertising or promoting commercial development resulting from research, and approval by the President shall be required for use of the name of the College for such purposes.

#### B. SEXUAL HARASSMENT

1. It is the policy of Lake Land College that no staff member shall be subject to or engage in sexual harassment. All complaints concerning alleged sexual harassment shall be handled in accordance with the College's Sexual Harassment Policy and Compliance Procedures.
2. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, verbal or other expressive behaviors, or physical conduct commonly understood to be of a sexual nature, when:
  - a. Submission to or toleration of such conduct on or off campus is made, either explicitly or implicitly, a term or condition of

instruction, employment, or participation in other College activities;

- b. Submission to or rejection of such conduct is used as a basis for employment or for academic decisions or assessments affecting the individual's status as an employee or student;
  - c. Such conduct has the purpose or effect of unreasonably interfering with an individual's status as a student or employee or creates an intimidating, hostile, or offensive work or educational environment.
3. The College will take appropriate lawful action as needed to prevent, stop, correct, or discipline behavior that violates the College's policy. Disciplinary action may include, but is not limited to, oral or written warnings, demotion, transfer, suspension, or dismissal for cause.
  4. No individual may be retaliated against for filing a good faith charge/complaint of harassment, or testifying, assisting, or participating in a sexual harassment investigation.
  5. Members of the bargaining unit shall have the right to a personal representative, at no cost to the College, during the investigation of a sexual harassment charge.
  6. Every effort will be made to protect the privacy of the persons involved in a sexual harassment complaint; however, confidentiality cannot be guaranteed. All materials related to a sexual harassment complaint and investigation, except materials related to disciplinary action and/or the processing of a grievance, shall be maintained in a separate sexual harassment complaint file.

### C. EMPLOYEE TENURE AND EVALUATION

1. See: Appendix A and Appendix B.
2. There shall be uniformity in the application of the evaluation process for all tenured teaching faculty. Noninstructional faculty (Librarians, Counselors, Financial Aid Advisors and other Academic Support employees covered by this agreement) shall be evaluated uniformly within their respective classifications and in accordance with their contractually assigned duties and responsibilities.

#### D. EMPLOYEE PERSONNEL FILE

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

1. A copy of all personnel records relating to any employee shall be kept in an official personnel file which shall be located in the College personnel office.
2. All personnel records shall be in writing. Written material relative to an employee's conduct or service shall be placed in the personnel file after that employee has had an opportunity to read such material. The employee shall acknowledge that he/she has read such material by affixing his/her signature to the actual copy to be filed, but it shall be understood that such signature merely signifies that he/she has read the material in question. Such signature indicates neither agreement nor disagreement with its content. If the employee refuses to sign the copy to be filed, then the administrator shall with a third party as witness state in the file the above refusal.
3. The employee shall have the right to answer in writing any material filed in his/her personnel file, and his/her answer shall be attached to the file copy.
4. Upon request by an employee, he/she shall be given access to the nonconfidential documents in his/her file without delay. Confidential documents are those materials used to evaluate a person's qualifications prior to employment to which the individual waived the right to access (placement credentials, letters of reference, etc.). At his/her written request, each employee shall be furnished, without cost, a copy of any material in his/her file. No items may be removed from the employee's file except for brief inspection or copying.
5. No material in the employee's personnel file will be duplicated without a subpoena, court order, or written authorization from the employee and appropriate vice president.

#### E. DISCIPLINE AND DISCHARGE

1. The College may adopt such rules and regulations as it deems necessary and appropriate concerning the discipline of employees covered by this agreement so long as such rules and regulations

are equitable and not in conflict with the terms of this agreement. In formulating disciplinary policy the College shall adhere to the precept of corrective disciplinary action (i.e., discipline designed to correct rather than punish an employee's behavior).

2. No employee shall be subject to discipline or discharge without just standards and reasonable and proper cause. Disciplinary action may include any of the following:
  - a. Oral reprimand.
  - b. Written reprimand.
  - c. Suspension with pay.
  - d. Suspension without pay.
  - e. Dismissal.

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

3. Disciplinary action shall be taken only in situations of reasonable and proper cause and shall be in accordance with the following procedures:
  - a. Employees subject to disciplinary action shall have the right to Association representation in disciplinary proceedings and the Association shall be advised in writing of all disciplinary actions resulting in possible suspension or dismissal.
  - b. When an employee is required to meet with an administrator and the results of this interview may lead to disciplinary action of either suspension or discharge, the employee shall be given reasonable prior written notice of the reasons for such meeting and shall be entitled to have a personal representative of choice in attendance at said meeting. This procedural requirement is not intended to prevent the immediate temporary suspension of an employee if in the judgment of the administrator the situation is sufficiently serious to warrant such action. If a temporary suspension is initiated, the required interview will be scheduled to take place as expeditiously as reasonably possible.

- c. If the College has reason to discipline an employee, this action, insofar as practicable, shall be done in a manner that will not embarrass the employee before other College personnel or the public.
- d. In situations where an employee's continued presence on the job constitutes a clear and present danger to the employee, other College personnel, or to the health and safety of the public, the College may at any time suspend the employee, with or without pay as the circumstances deem appropriate.
- e. Disciplinary action resulting in suspension without pay must be in compliance with the provisions of this agreement and must be approved by the appropriate vice president, and disciplinary action resulting in dismissal must be in compliance with the provisions of this agreement and must be approved by the College President.
- f. No second jeopardy will be imposed for events that occur external to the institution except where required by law.

F. JOB DESCRIPTION

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

**ARTICLE V**

**Procedure for Future Negotiation**

A. PARTIES

- 1. Each party in any negotiations shall select its negotiating representatives as provided: Each negotiating team shall consist of no more than three members.
- 2. Association representatives will be members of the Association.
- 3. Board representation will be members of the Board or the College administration at the option of the Board.

4. During negotiations each team shall have the prerogative of having two consultants at any one meeting, changing consultants between meetings if that team so desires.
5. Membership of the teams shall not be changed during the course of negotiations, except in unavoidable circumstances.

B. TIME

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

C. MEETING TIME, PLACES, RULES

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

D. AGREEMENT

When the representatives of the Association and Board reach tentative agreement on all matters being negotiated, they will be reduced to

writing and shall be submitted to the membership of the Association for ratification and to the full Board for official approval with explicit reasons for the adoption. The obligation to urge adoption of the tentative agreement does not preclude either the Board or the Association from discussing the relative merits of all provisions of the tentative agreement with their respective groups.

E. DEFINITION OF IMPASSE

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

F. MEDIATION

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

## **ARTICLE VI**

### **Precedence of Agreement**

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

## **ARTICLE VII**

### **Non-interruption of Services**

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

**ARTICLE VIII**

**Effect and Duration of Contract**

This agreement shall be effective as of August 23, 2000, and shall be in full force and effect up to and including the day preceding the beginning of the 2004-2005 academic year.

IN WITNESS WHEREOF, the parties hereto have executed this agreement this 8th day of May, 2000.

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

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

\_\_\_\_\_  
(Chairman)

\_\_\_\_\_  
(President)

\_\_\_\_\_  
(Secretary)

\_\_\_\_\_  
(Secretary)

## Appendix A

### Faculty Evaluation

#### Rationale for Program

The single most important responsibility of the Lake Land College Board and staff is to provide a quality instructional program designed to promote effective student learning. Excellence of instruction can be achieved only when superior faculty members, following the highest ethical standards of their profession, are working in an atmosphere where the freedom to teach and learn is observed.

A systematic and professional program to assess the quality of instruction and academic support services at Lake Land College is necessary in order to identify those aspects that need improvement and to develop a basis whereby improvement in performance can take place.

The evaluation program at Lake Land College is based upon the following premises and assumptions:

1. Only fully qualified faculty will be employed by the College.
2. All policies relating to the recruitment, retention and promotion of faculty members will be made a part of official Board Policy and made available to persons affected.
3. The College will, with the cooperation of the faculty, initiate and carry on an orientation program for new faculty members to familiarize them with the philosophy, programs and procedures of the institution.
4. The College will encourage faculty members to participate in in-service training programs and will provide opportunities for such training.

5. The College should make every effort to provide conditions and an atmosphere where good teaching and learning can take place.
6. It is the belief of the Board of Trustees, administration and staff that the instructional and academic support services programs must be continually evaluated and improved in response to the changing needs of the community, the students, and society.

It is on the basis of these assumptions that formal procedures are recommended for the evaluation of faculty, teaching methods, the instructional program, and academic support services.

The following criteria should be used because they are directly related to the teaching and academic support process. It is not the purpose of this policy to determine how each criterion should be weighted or whether objective or subjective measures are required in each case. It is suggested that the items listed here are observable and can be properly ascertained.

### Criteria for Evaluation of Faculty

#### 1. Instructional Program

This criterion should be considered as the most important of all criteria to be measured. Effective classroom instruction and academic support services can be judged with reference to the following factors:

- A. Extent and quality of basic preparation.
- B. Degree to which knowledge is current and abreast with developments.
- C. Evidence of planning and good organization.
- D. Rapport with students.

- E. Recognition of differences in capacities and interests of students.
- F. Extent to which instructional and academic support techniques are resourceful and challenging.

2. Consultation with Students

- A. The faculty member should fulfill his or her role of “guide, counselor, and friend.” Faculty members should take the initiative in setting up individual conferences with students. They should be patient, friendly, and helpful to those needing help. They should challenge the capable student to spend time in pursuing independent study in areas of his or her interest.
- B. The faculty member should carry out academic advisement responsibilities with students in such a way that students may best profit from their attendance at the College.

3. Effective Communication

The faculty member explains concepts clearly and distinctly. They explain grading procedures and practices clearly to students.

4. Ethics of the Profession

The faculty member maintains a high standard of professional ethics; is aware of ethical standards as adopted by local, state, and national professional organizations; and conducts himself/herself in accordance with these codes of ethics.

5. Curriculum and Academic Support Services Development

The faculty member is willing to devote time and energy to the development of curricular materials and related programs so the educational program may be enhanced. The faculty member is willing

to spend time in developing improved techniques for his or her own classes and is willing to work on problems for the whole College seeking more useful solutions for these problems.

6. Self-Criticism and Analysis

The faculty member is willing to apply the scientific method to the teaching process and to incorporate the best of new developments in his or her own teaching. The faculty member must be willing to appraise the total effectiveness of his or her techniques and to use the good while discarding the bad. The faculty member must open-mindedly investigate each new idea on its own merit.

7. Innovation

It is anticipated that special experimental programs and teaching techniques will be instituted by faculty members from time to time as part of the College's continuing efforts to improve the quality of instruction and academic support services.

The criteria for evaluation as outlined in this policy may not be adequate or appropriate for effective evaluation of highly experimental programs or teaching procedures. Prior to the initiation of such programs, faculty members should, in cooperation with the College administration, develop criteria by which the programs can be evaluated in terms of the objectives of the College.

8. Administrative Routines

The faculty member cooperates with colleagues and meets administrative obligations as required. Examples of the above include attending faculty/administration meetings, submitting reports on time, working with members of the division in selection of textbooks, etc.

## Recommended Self-Evaluation Techniques for Faculty

### Techniques:

1. Optional
  - A. Record classroom sessions, counseling or advising interviews by audio tape or by other electronic equipment and review them individually with others.
  - B. Conduct individual conferences with students who evaluate the course based on the various types of items as listed under the Student Evaluation section.
  - C. Evaluate the relationship of the objectives of the course and the quiz and examination questions of the same course. (Same could be done with assignments.)
  - D. Visit a colleague's class or counseling session for the purpose of evaluating and improving the visitor's own performance.
  - E. Do a comparative check on efficiency using one teaching or counseling approach vs. another approach.
  - F. Request the appropriate Vice President, Division Chairperson, or teaching colleague to visit an appropriate activity and later make comments.
  - G. Arrange with the Division Chairperson to invite qualified individuals from other colleges and universities to visit the campus for the purpose of evaluating instruction and academic support services.
  - H. Request the Division Chairperson or teaching colleague to compare the objectives of the course or activity with evaluation instruments.

- I. Student Evaluation.

- (1) Have students evaluate the course or service and/or the faculty member with an evaluation form selected from a number of different forms which will be made available or from a form that the faculty member develops.
  - (2) Summarize the results of the student evaluation and review the forms individually. (Also review the forms with others, if so desired.)
2. Required (as outlined on the following pages):
- A. Rate self on criteria contained in the policy as developed for use with Administrative Evaluation Techniques.
  - B. Compare self-rating with ratings by others and review with the Division Chairperson and/or the appropriate Vice President.

### Procedures for College Administrative Evaluation of Tenured Faculty

It is presumed that both the administration and faculty have common goals insofar as the improvement of instruction, learning, and academic support services are concerned. In all instances, administrative evaluation is based upon the assumption that all faculty members and supervisory personnel are interested in helping faculty to do a better job. It is the responsibility of the College administration, in cooperation with the faculty, to establish a program whereby the evaluation of all faculty can be made. In accordance with this requirement, the following procedures are recommended:

1. Division Chairpersons and/or the appropriate Vice President shall every other year visit the class of each instructor in the College, or in the case of academic support faculty, the Vice President shall observe the faculty member in some appropriate phase of the performance of their responsibilities. The faculty member and the

appropriate Vice President shall mutually agree upon the date the visit is to be made. Before any visitation is made, the Vice President and/or Division Chairperson shall confer with the individual in order

that the objectives for the session can be reviewed.

2. Following the visitation, the Division Chairperson and/or the appropriate Vice President shall hold a conference with the faculty member to discuss his/her total performance in relation to the criteria contained in this policy and the objective for the session outlined by the faculty member.
3. In addition to evaluation of the information available to the appropriate Vice President, the faculty member may, at his/her discretion, make available any or all results of other self-evaluations which have been made.
4. On or before ninety (90) days prior to the end of the academic year in alternative years, the appropriate Vice President shall file with the College President a report on the evaluation and conference of each tenured faculty member under his/her jurisdiction with any recommendations which are deemed pertinent. The faculty member shall receive a copy of this report.

#### Procedures for College Administrative Evaluation of Non-Tenured Faculty

1. Division Chairpersons and/or the appropriate Vice President shall at least annually visit the class of each non-tenured faculty member in the College, or in the case of academic support faculty, the Vice President shall observe the faculty member in some appropriate phase of the performance of his/her responsibilities. The faculty member and the appropriate Vice President shall mutually agree upon the date the visit is to be made before any visitation is made. Before any visitation is made, the appropriate Vice President and/or Division Chairperson shall confer with the individual in order that objectives for the session can be reviewed.

2. Following the visitation, the Division Chairperson and/or the appropriate Vice President shall hold a conference with the faculty member to discuss his or her total performance in relation to the criteria contained in this policy and the objectives for the session outlined by the faculty member.

3. In addition to the evaluation of the information available to the Vice President, the faculty member may, at his or her discretion, make available any or all results of other self-evaluations which have been made.
4. Each non-tenured member shall annually distribute student evaluation instruments as mutually approved by the faculty member and the appropriate Vice President for the purpose of conducting student evaluations of their teaching or academic support performance. The results of the student evaluations will be forwarded to the faculty member and then to the appropriate Vice President and made a part of the total evaluation report.
5. On or before ninety (90) days prior to the end of the academic year or term during the school year in which tenure would otherwise be conferred, the appropriate Vice President shall file with the College President a report on the evaluation and conference of each non-tenured faculty member under his/her jurisdiction with recommendations for continued contractual service. In the case of a non-tenured faculty member who is completing the third year of full-time employment, the recommendation shall include the decision of the full-time tenured faculty of the division for continued contractual service.
6. The President shall annually review the results of the evaluation of each non-tenured faculty member and the recommendations of the appropriate Vice President and consider the benefits to the College for the continued employment of each non-tenured faculty member, or in the case of a year in which tenure would otherwise be granted,

the conferring of tenure status. He/she shall then make recommendations on continued employment or the conferring of tenure status for each non-tenured faculty member to the Board of Trustees within the time period prescribed in 110 ILCS 805/3B-2, 3B-3.

---

Adopted November 9, 1998

Page 9 of 9

## Appendix B

### Faculty Tenure

#### Purpose and Intent

The Board of Trustees is empowered to establish policies governing the employment and dismissal of all College personnel.<sup>1</sup> The Board of Trustees is further empowered to establish tenure policies for the employment of teachers and administrative personnel and the cause for removal.<sup>2</sup> Any such policy shall, however, be consistent with Article IIIB of the Illinois Public Community College Act, pertaining to tenure, which sets forth certain statutory rights of tenure.<sup>3</sup> It is the purpose and intent of this policy to establish policies, procedures and regulations relative to the employment, dismissal, tenure and the cause for removal of personnel as defined in Board Policy No. 05.01.02, subject to Article IIIB of the Illinois Public Community College Act.

#### Definitions

##### 1. General Definitions

The terms set forth herein shall have the meanings hereinafter stated, except as the context may otherwise require.

##### 2. Specific Definitions

- A. "Board" or "Board of Trustees" means the Board of Trustees of Community College District No. 517, Counties of Christian, Clark, Clay, Coles, Crawford, Cumberland, Douglas, Edgar, Effingham, Fayette, Jasper, Macon, Montgomery, Moultrie, and Shelby, and State of Illinois.

- B. "District" means Community College District No. 517, Counties of Christian, Clark, Clay, Coles, Crawford, Cumberland, Douglas, Edgar, Effingham, Fayette, Jasper, Macon, Montgomery, Moultrie, and Shelby, and State of Illinois.
- C. "Faculty member" means a full-time employee of the District regularly engaged in teaching or academic support services but excluding supervisors, administrators, and clerical employees.
- D. "Full-time employee" shall, for any school year, mean and include any employee who meets any one of the following conditions:
  - (1) Such employee is engaged exclusively in teaching or services directly related thereto consisting of thirty (30) equated credit hours per school year and performs services directly related to such teaching not less than thirty (30) clock hours each week during the school year, including, but not limited to, maintaining office hours for students, tutoring students, class preparation, grading, academic advising, serving on academic or faculty committees, preparing and revising curriculum materials, recommending textbooks and library materials, preparing budget requests, attending appropriate staff meetings, assisting in registration, promoting extra curricular activities, and carrying out College policies and regulations.
  - (2) Such employee is engaged in providing academic support services for not less than forty (40) hours each week.
  - (3) Such employee is engaged in providing both teaching and academic support services whereby the combination thereof satisfies the equivalent of the foregoing.
- E. "Regularly engaged" shall, for purposes hereof, mean and require that the faculty member, in addition to being a full-time employee, be engaged in teaching or academic support services, or a

or a combination thereof, fifty percent or more of the time. In determining time devoted, actual hours will be considered. An employee will not be considered regularly engaged in teaching, for example, if such employee teaches less than a one-half ( $\frac{1}{2}$ ) course load and supervisory or administrative duties are otherwise performed.

- F. "Academic support services" shall mean and include those services performed by professional staff members required to exercise professional judgment and discretion which directly and specifically support the teaching or academic activities of the community college district including, and limited to, the services of Librarians, Counselors, and specialists in Financial Aid, Admissions and records, Career Placement, and Basic Skills.
- G. "Administrator" shall have the meaning provided in Board Policy 05.01.01.
- H. "Supervisor" shall have the meaning provided in Board Policy 05.01.03.
- I. "Just cause for dismissal" shall mean and include:
  - (1) Incompetence.
  - (2) Cruelty.
  - (3) Negligence.
  - (4) Immorality.
  - (5) Whenever, in the opinion of the Board of Trustees, such faculty member is not qualified to perform the services for which that faculty member is employed.

- (6) Whenever, in the opinion of the Board of Trustees, the legitimate interests of the College require such dismissal.
- J. “Nationally recognized arbitration organization” shall mean the American Arbitration Association.
- K. “Notice” shall mean any written notice delivered in person or deposited in the United States mail by certified or registered mail, postage paid, addressed to the faculty member’s last known address. For purposes thereof, a faculty member’s last known address shall be that address as reported to the business office of the district for income tax purposes.
- L. “School year” shall mean a regular academic year or its equivalent, excluding summer school.

### Applicability of Policies, Rules and Regulations

#### 1. Validity of Article IIIB

These policies, rules and regulations are applicable and contingent upon the validity of Article IIIB of the Illinois Community College Act. If Article IIIB is determined to be invalid, or to the extent it is determined to be invalid, these policies, rules and regulations shall be deemed to be ineffective and of no force and effect. It is not the intent of the Board of Trustees to establish hereby tenure policies beyond those existing prior to the effective date of said Article IIIB (January 1, 1980), except to the extent validity required by said Article IIIB.

### General Employment

#### 1. Appointments

Except as provided herein, Article IIIB of the Illinois Public Community College Act, specific contract terms or otherwise applicable by law, all faculty members of the district shall be and are employed by the Board of Trustees, subject to dismissal with or without cause.

## 2. Subsequent Appointments

Following the initial appointment of a faculty member, the Board of Trustees shall consider the renewal of or a further notice of appointment or employment for any faculty member. Upon such consideration, except in the case of a faculty member as defined in Article IIIB of the Illinois Public Community College Act, pertaining to tenure, and herein, the Board may either retain such faculty member or dismiss such faculty member with or without cause.

## Tenure Rights of Faculty

### 1. General

Faculty members shall be entitled to tenure rights as provided by Article IIIB of the Illinois Public Community College Act, pertaining to tenure. In order for a faculty member to be credited with a year of service for purposes of tenure, such a faculty member shall have been employed during the applicable regular academic school year, excluding summer school, for two consecutive semesters or its equivalent. Except as provided in said Article IIIB or otherwise in this policy, no employee of the district shall be entitled to tenure rights. The provisions of these policies, rules and regulations shall supplement those provisions established in said Article IIIB.

### 2. Definitions

In addition to the definitions prescribed by 110 ILCS, 805/3B-1, of the Illinois Public Community College Act, the definitions set forth above shall also apply in connection with tenure.

### 3. Obtainment of Tenure

Faculty members shall be entitled to tenure as provided by 110 ILCS 805/3B-2, of the Illinois Public Community College Act.

4. Rights of Seniority

A tenured faculty member shall be entitled to rights of seniority as provided in 110 ILCS 805/3B-5, of the Illinois Public Community College Act.

5. Temporary Assignment to Non-tenured Position

Tenured members of the faculty who accept a full-time position in the College which does not fall under the tenure policy as written in this document shall regain tenure status immediately upon returning to positions which are covered by tenure.

Non-Tenured Faculty Members

1. Evaluation

The Board of Trustees is required to provide by rule or contract for a procedure to evaluate the performance and qualifications of non-tenured faculty members.<sup>4</sup>

2. Dismissal of Non-Tenured Faculty Members

Non-tenured faculty members shall be subject to dismissal as provided in 110 ILCS 805/3B-3, of the Illinois Public Community College Act.

3. Evaluation and Tenure Status Requirements

It shall be the responsibility of each Division Chairperson and/or the appropriate Vice President to review annually and to cause to be reviewed annually by the tenured members of the department the status of every full-time member of the department who is not tenured. Tenure shall be granted to faculty members when the following requirements have been satisfied:

A. The non-tenured faculty member has demonstrated his or her

classroom teaching competence or competence to perform academic support service according to the criterion outlined in Board Policy No. 05.02.09 to the Division Chairperson, the majority of the tenured members of the department and the appropriate Vice President, and the College President.

- B. The non-tenured faculty member has completed three (3) consecutive school years of probationary employment as a full-time member of the faculty. However, the Board may, at its option, extend such period for one (1) additional school year by giving the faculty member notice not later than sixty (60) days before the end of the school year or term during the school year in which tenure would otherwise be conferred. Such notice shall be given in accordance with 110 ILCS 805/B-2, of the Illinois Public Community College Act.

#### 4. Granting of Tenure

The appropriate Vice President shall submit not later than ninety (90) days before the end of the school year or term during the school year in which tenure would otherwise be conferred a letter of recommendation to the President for each non-tenured faculty member who has completed three (3) consecutive years of service for either granting of tenure status, the extension of one additional year of non-tenure status, or for dismissal.

The letter of recommendation shall include the decision of the majority of the tenured members of the department regarding the granting of tenure to the faculty member and the recommendations of the appropriate Division Chairperson.

The President shall then forward his recommendation to the Board of Trustees for final action subject to the provisions of 110 ILCS 805/3B-2, of the Illinois Public Community College Act.

#### 5. Leaves

Military leaves, maternity leaves, disability leaves, general leaves, or

sabbatical leaves shall not be considered eligible to fulfill any part of the three- (3) or four- (4) year probationary requirement.

### Dismissal of Tenured Faculty Members for Cause

Dismissal of tenured faculty members for cause will be subject to the provisions of 110 ILCS 805/3B-4, of the Illinois Public Community College Act.

### Reduction in Number of Faculty Members

Service Competency of Faculty Members:

1. The dismissal of a faculty member for the ensuing school year resulting from a decision by the Board to decrease the number of faculty members employed by the Board or to discontinue some particular type of teaching service or program will be subject to the provisions of 110 ILCS 805/B-5, of the Illinois Public Community College Act.

2. Determination of Competency

In order to objectively determine whether an employee is competent to render some particular type of teaching service, program or other service, the Board of Trustees shall, from time to time, prescribe and define the various types of teaching services, programs and other services for which faculty members are employed and the specific minimum qualifications a faculty member must meet in order to be competent to render such teaching services, programs and other services. Such qualifications prescribed and defined by the Board shall be the exclusive basis on which competency to render a service is determined. Such qualifications are prescribed in Board Policy No. 05.02.04.

3. Seniority Rights

In order to properly give effect to the seniority rights granted to employees pursuant to 110 ILCS 805/B-5, of the Illinois Public Community College Act, each tenured employee to be discharged

because of a reduction in the number of faculty members shall be provided a reasonable opportunity prior to honorable dismissal to advise the Board of Trustees of any positions held by probationary faculty members or any other employees with less seniority which such tenured employee believes he or she is competent to render. The Board shall consider such information prior to or in connection with the honorable dismissal of any such tenured faculty member.

## Records

1. Pursuant to Article IIIB of the Illinois Public Community College Act, records regarding the reasons or charges for the dismissal of faculty members are confidential.

2. Release the Faculty Member

Notwithstanding anything herein to the contrary, records regarding the reasons or charges for the dismissal of faculty members shall be promptly released upon request by the affected faculty member. Such request or an authorization for such release to the agent of the faculty member shall be submitted in writing to the President of the College. All of such requests shall be made within one (1) year following the effective date of dismissal.

3. Filing and Related Matters

In order to give effect to the requirements of the Illinois Public Community College Act relative to the confidentiality of records regarding the reasons or charges for the dismissal of faculty members, the President of the community college shall provide for

filing of such records separate from other employment records of faculty members and carry out other appropriate measures to assure the confidentiality of such records.

4. Caveat

Although confidential, records regarding the reasons or charges for

the dismissal of faculty members may be disclosed to members of the Board of Trustees, legal representatives of the Board, the President of the College, and others directly involved with the dismissal of a faculty member.

### Exclusion Clause

Article IIIB of the Illinois Public Community College Act became effective January 1, 1980. The Act, by definition, classified certain employee positions as “administrative and supervisory” which were classified as “faculty” in Board Policy 05.01.02.

The Board affirms that all employees in positions as of the date of the adoption of the policy who were eligible for tenure status under provisions of this policy shall maintain tenure status so long as they remain in the affected positions.

---

<sup>1</sup> 110 ILCS 805/3-1 to 3-32

<sup>2</sup> 110 ILCS 805/3-1 to 3-32

<sup>3</sup> 110 ILCS 805/3B-1 to 3B-6

<sup>4</sup> 110 ILCS 805/3B-3

Adopted November 9, 1998