
**AGREEMENT
for
Academic Year(s)**

2023-2024, 2024-2025, 2025-2026

By and Between The

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

and

**LAKE LAND COLLEGE
Community College District #517
Board of Trustees**

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ARTICLE I Recognition, Definitions, and Rights

A. DEFINITIONS USED THROUGHOUT THE CONTRACT

For purposes of this agreement:

1. **Academic year** - fall semester and the following spring semester.
2. **Association** - the Lake Land College Faculty Association, Local 2296 of the Illinois Federation of Teachers--American Federation of Teachers, AFL-CIO.
3. **Board** – The Board of Trustees of the Illinois Community College District #517 in the State of Illinois.
4. **Campus** - the 5001 Lake Land Boulevard property and such other locations where Lake Land College classes are held and where faculty members supervise or serve students at approved locations.
5. **College** – Illinois Community College District #517 (Lake Land College).
6. **College Service Hours** –non-teaching duties such as committee/taskforce/ review board work, enrollment/recruitment activities, mentoring, unpaid grant work, and other special projects not receiving any other form of compensation (additional appointments, additional duty compensation, innovation funding, etc.) that may be used to comprise a faculty member’s load.
7. **Dependent** - the full-time faculty member’s legal spouse, civil union partner, and children under 26 years of age per the IRS tax code.
8. **Flex Work** – Academic Support Faculty will earn flex time for any hours worked above 40 hours per week in the fall and spring terms and 32 hours per week in the summer term. Flex time must be taken within the 12 month academic calendar year it is earned.
9. **Full-Time Faculty** -any individual who meets any one (1) of the following conditions:
 - (a) is engaged exclusively in teaching or services directly related thereto consisting of thirty (30) equated semester hours per academic year or their equivalent and performs services directly related to such teaching not less than thirty (30) clock hours each week during the academic year, or
 - (b) is engaged in providing academic support services for not less than forty hours each week, or

(c) is engaged in providing both teaching and academic support services whereby the combination thereof satisfies the equivalent of the foregoing, or

(d) is engaged in teaching and/or academic support services, or their equivalent, fifty percent (50%) or more of the time. In determining time devoted, actual hours will be considered.

10. **Fringe benefits** - holidays, personal and sick days, health insurance, dental insurance, life insurance, cafeteria plan and any other benefits paid by the College.
11. **Good faith** - 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.
12. **Grant-funded position** - a position in which fifty percent (50%) or more of the salary for that position is paid from grant funds as reported on the Restricted Purposes Fund (Fund 06) of the general ledger. Non-grant-funded positions covered by this collective bargaining agreement as of the date of this agreement shall remain as non-grant-funded positions through the expiration date of this agreement.
13. **Grievant** – A full-time faculty member or group of full-time faculty members covered by the Lake Land College Faculty Association Agreement who submit for resolution a grievance, as defined in [Article VIII](#), through the established processes and procedures.
14. **Intersession** - the time period between the close of spring semester and the first day of summer term. Intersession courses will begin and end within the defined time span.
15. **Load** – Fifteen (15) ECH per semester and thirty (30) ECH per academic year. Comprised first of release-time ECH followed by service hours and then taught courses with the highest number of enrollees.
16. **Low Enrollment** – Any section with a seat count below the published minimum seat count and having more than ZERO students enrolled as of cancellation day.
17. **Master Registration Schedule** – Schedule that is developed by the calendar committee to identify important dates and deadlines associated with the creation of the official course schedule and registration for a particular semester.
18. **Notice** - a written notice delivered in person or deposited in the U. S. mail by certified or registered mail, postage prepaid, addressed to the full-time faculty member's last known address.

19. **Overload** – Each ECH over fifteen (15) per semester and thirty (30) per academic year.
20. **Requested Assignment** – The maximum number of hours an instructor wishes to reach in a given semester.
21. **Release Time** - when a person is temporarily freed from regular duties and allowed time for other tasks or activities which apply to load or essential functions as defined in the job description such as director duties, service tasks, projects, etc.
22. **Regular semester** - any fall or spring term which is Board approved as a part of the Academic Calendar.
23. **Seniority** - the number of years of employment as a full-time faculty member starting from the full-time faculty member's original date of hire or if service has been broken by termination, from the full-time faculty member's most recent date of hire.
24. **Summer session** - the period of time from and including the afternoon after grades are due for the spring term through and including the day before Opening Day/Staff Development for the fall term which is Board approved as a part of the Academic Calendar.
25. **Summer term** - the period of time from and including the first day of summer classes through and including the grade due date and time for the summer term which is Board approved as a part of the Academic Calendar.
26. **Teaching Assignment** – a composite of release-time, load, and overload courses designated and taught by an instructor in a semester/once the semester is finalized and/or underway
27. **Ten day-** for the fall and spring semester shall mean the end of the 10th instructional day. Summer semester is the end of the 5th instructional day.
28. **Work week-** shall contain five calendar workdays during which full-time faculty members are expected to perform professional duties.

B. RECOGNITION

The Board hereby recognizes the Association as the exclusive and sole collective bargaining agent for all full-time faculty as defined in Article I.A.8.

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 full-time faculty, the promotion, transfer, dismissal, or demotion of full-time faculty, 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 full-time faculty member or applicant shall be discriminated against or favored because of Association membership or activities or lack thereof, race, color, sex, age, religion, national origin, ancestry, disability, marital or civil union status, veteran status, sexual orientation or any basis of discrimination precluded by applicable federal and state statutes. The Board and the Association also agree not to interfere with the right of any full-time faculty member to become or not to become a member of the Association and that there shall be no discrimination against any full-time faculty member because of Association membership or non-membership.
6. Dues Deduction and Revocation Issues
 - a. The College will commence dues authorizations within 30 days of notice from the union.
 - b. The College will deduct dues in accordance with the terms of an employee's written authorization.
 - c. The College will direct dues revocation requests to the union. The union will process and notify the College of any revocations.
 - d. The College will be indemnified by the union for damages and reasonable costs incurred for any claims by employees for deductions made in good faith reliance on our notification.
7. Union Access to Information and Employees

The College will provide to the Union a complete list of the following information for all employees in the bargaining unit. This information will be provided within 10 calendar days from the beginning of every school term and every 30 calendar days thereafter in the school term, and additionally for newly hired bargaining unit employees, within 10 calendar days from date of hire:

- name
- address
- job title
- date of hire
- worksite location
- work telephone number
- work email address
- personal home or cellular phone number on file with you
- personal email address on file with you

This list should be provided in excel format and sent to the Union President.

The College will give union officials reasonable access to workplaces for grievance investigations and meetings, as well as access to employee mailboxes

and bulletin boards, in accordance with Section 3(c) of the Illinois Educational Labor Relations Act.

8. The Association shall continue the right to post notices of its activities in the normal areas of the College, use full-time faculty mailboxes, use electronic postings, and use College buildings for meetings so long as prior notice of the meeting has been given to the College, 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.

ARTICLE II

Conditions of Employment

TEACHING ASSIGNMENT

1. The development of the official course schedule is the responsibility of the Vice President for Academic Services who will be assisted by the Division Chairpersons. The process of developing the official course schedule will involve consultation with full-time instructional faculty and counseling staff.
2. Each Division Chairperson and full-time academic support faculty providing academic support services (Advisor, Counselor, Director, Librarian) shall maintain a forty (40) hour week on campus and/or approved location with reduction in hours to accommodate staff development as provided for in Article II. I. Any Division Chairperson or full-time academic support faculty may choose to work remotely for up to one (1) day per week. This remote work option shall be coordinated and approved by the supervisor. Supervisors will ensure that adequate coverage is provided. In instances when academic support services are less than full-time and release time is granted, the required time on campus shall be prorated relative to the assigned duties.
3. Full-time faculty assignments for activities involving release time, stipends, and/or special contracts shall be determined between the full-time faculty and the administration and are not part of the Board/Faculty agreement. It is further understood and agreed that the full-time faculty member who is offered an extra assignment shall have the option of accepting or rejecting such assignment.

A. LOAD

1. Load for full-time instructional faculty is thirty (30) equated semester hours per academic year, of which up to three (3) hours may be College Service Hours, as defined in Article I. A. Load, or its equivalent during any one (1) academic year, may be derived from any course offered by the College. In addition to the above load formula, the following factors will be considered in the determination of load and preparation of the master schedule:
 - a. Full-time instructional faculty should have three (3) or fewer unique preparations a semester if possible.
 - b. Release Time and College Service Hours are the first hours to be used for calculating load.
 - c. Load is based on the courses with the highest enrollment.
 - d. Prior to any low enrollment courses being used to comprise load, the following attempts shall be used to reach load:

1. Sections not assigned to anyone.
2. Sections assigned to an adjunct instructor.

Once the above options have been exhausted, the low enrolled section(s) will be utilized to ensure a faculty member reaches load; all remaining hours will count towards overload and will be pro-rated.

In the event that a full-time faculty member still does not receive their load, the faculty member will be subject to the following conditions:

- i. The full-time faculty member 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.
- ii. Accept one (1) or more assignments relating to the full-time faculty member's qualifications by direction of the College which will provide the equivalent ECH based on one (1) clock hours of effort per week for each equated hour of load to satisfy the minimum requirements.

If the full-time faculty member elects not to accept option i. or ii., the Vice President for Academic Services shall assign the full-time faculty member to an equivalent summer ECH, provided assignments are available.

- e. Full-time instructional faculty shall not be assigned for more than two (2) consecutive hours of lecture unless by mutual agreement of the full-time faculty member and division chairperson.
 - f. The normal workday for full-time instructional faculty will not exceed an eight (8) hour span unless required to satisfy the full-time instructional faculty member's load or by mutual agreement between the full-time instructional faculty member and the division chairperson.
 - g. No full-time faculty member will be required to teach more than thirty (30) equated semester hours per academic year.
2. 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. Each academic year, the appropriate vice president will solicit voluntary, individual feedback from the full-time faculty concerning the performance of their division chair/supervisor.

3. No division chairperson will assign himself/herself or any other full-time faculty member an overload assignment in a given semester within a specific teaching field when any other full-time faculty member of the division qualified in that field does not have a full load.
4. In the event that a course originally listed as load does not meet the minimum and when the instructor has an overload course that does meet the minimum, the overload course will be substituted for the load course that does not meet the minimum. Load hours are not subject to pro-ration as described in Article II. B.4.

B. OVERLOAD

1. No full-time faculty member or chairperson having a full-time assignment shall be assigned or permitted more than twenty (20) equated credit hours (ECH) of overload each academic year. The ECH shall be calculated based on the ECH represented on the official course outline form on file with the College. Not included in this calculation are ECH in the form of additional stipends for such activities as advisement, new modality and additional duties compensation Article III.I. The above calculation is used for determination of maximum overload assignment and shall have no bearing on overload compensation. By written mutual consent of the instructor, division chairperson, and Vice President for Academic Services, this regulation may be waived.
2. Overload assignments for each full-time faculty member will be designated at the time the official course schedule is finalized by the Vice President for Academic Service's office.
3. Requesting Course Compensation - To allow a faculty member to reach their requested assignment in the event of a cancelled section, the faculty member can elect to complete a course compensation plan. The course compensation plan must be submitted to the Division Chair within five (5) business days after the tenth day of the course section. The course compensation plan must be approved by the Vice President of Academic Services. Hours for activities will be one (1) clock hours of effort per week for each equated hour of overload.

Requesting course compensation may be used to allow a faculty member to maintain their requested assignment in the event of a low enrollment overload class that is paid at the prorated ECH.

4. Overload assignments will be estimated for full-time IDOT QC/QA faculty who exceed their minimum load requirements within the spring semester. Full-time IDOT QC/QA faculty will receive payment for their estimated assignments throughout all scheduled overload pay periods during the spring semester. The Technology Division Chair and the Vice President for Academic Services will estimate the spring semester overload assignment. Once the exact overload

amount can be determined, the estimated amount will be paid out over any remaining pays in the spring semester.

5. Prorated Classes

Should an instructor's overload section not meet the minimum class size, as established by the Vice President for Academic Services, by the cancellation date, the instructor shall be eligible to select a prorated pay for the section based on the percentage of the seats filled compared to the established section minimum multiplied by the Equal Credit Hours (ECH) multiplied by the overload rate.

$$\text{ECH Compensation} = \text{Total ECH of course} - \text{prorated ECH}$$

$$\text{Prorated ECH} = (\# \text{ student} / \text{minimum seat count}) * \text{ECH of course}$$

Example:

Minimum seat count = 9

Number of students = 6

ECH of the course = 3.0

Prorated Amount = $(6 \div 9) * 3.0 = 2.0$ Overload Paid

$1.0 \text{ ECH} = 1 \text{ hour of time} * 16 \text{ weeks} = 16 \text{ total hours}$

Sample Conversion Chart

ECH Hours to Makeup Prorated	Per Week/Total Hrs. (16 Weeks)	Per Week/Total Hrs. (8 Weeks)
.25	.25 / 4	.5 / 8
.5	.50 / 8	1.0 / 16
.75	.75 / 12	1.50 / 24
1	1.0 / 16	2.0 / 32
1.25	1.25 / 20	2.5 / 40
1.5	1.5 / 24	3.0 / 48
1.75	1.75 / 28	3.5 / 56
2.0	2.0 / 32	4.0 / 64

****No later than three days prior to the class cancellation date, Division Chairs shall submit all sections to be considered as **low-enrollment** sections for approval by the Vice President for Academic Services.

Should the instructor accept the low-enrollment assignment, the instructor will be obligated to teach the course for the duration of the semester with the understanding that, should enrollment exceed the established minimum class size by the tenth day of the semester, the instructor can receive full pay for the section.

In the event that a low-enrollment section does not meet the minimum class size by the tenth day and is not used to satisfy load, the instructor has the option of submitting a course compensation plan to make up the difference in ECH lost due to the prorated assignment.

The Vice President for Academic Services, in consultation with the division chair, may waive the cancellation of a course in the event the course does not meet the minimum course enrollment guidelines established by the College at full ECH.

C. COLLEGE SERVICE HOURS

For each academic year, faculty intending to utilize College Service Hours for load must submit a request to their division chair before 1:00 pm on cancellation day for fall term. The request must include the duties and relevant ECH requested. Division chairs will submit a list of faculty requests for their respective divisions by the end of the first Friday of the fall term. Final approval by the Vice President for Academic Services must be completed by 5:00 pm on the 10th day for fall term.

The development of the official College Service Guidelines is the responsibility of the Vice President for Academic Services and the Faculty Association president.

Faculty options for College Service Hours credit will be made available to the faculty by July 15 of each academic year through the publishing of the College Service Guidelines.

D. SELECTION OF COURSES

- A. For each fall and spring term, full-time faculty shall have access to all course sections to be offered through their division and given preference for load based on assigned teaching responsibility and seniority. Although seniority prevails for selecting courses from the class schedule, load as a function of teaching assignment shall be comprised first of release time, College Service Hours, and then the courses selected by the faculty member.
- B. For each fall and spring term, after the selection of load, full-time faculty shall have access to all course sections to be offered through their division and given preference for overload based on assigned teaching responsibility and seniority.
- C. For each fall and spring term, after the selection of overload, full-time faculty shall have access to all courses to be offered outside of their division, for

which they are qualified, and given preference for overload based on seniority.

- D. For each summer term, full-time faculty shall have access to all course sections to be offered through their division according to the educational needs plan and given preference for the teaching assignment based on the two (2) year rotational plan referenced in Article III. D. Once the divisional rotation requirements have been satisfied, selection of additional courses for load or overload shall follow the process outlined in Article II. D.
- E. A schedule of the teaching assignment shall be distributed to full-time faculty at least 30 calendar days prior to publication of the official course schedule as identified in the Master Registration Schedule. Seniority rights exercised to make any additional changes must be completed before the last day changes can be made to the official course schedule. Full time instructional faculty shall also be notified and, according to seniority, have first right of refusal for any sections added after the official schedule deadline. Under extenuating circumstances, with the approval of the Vice President for Academic Services, exceptions to the above seniority rights language may be granted.

The Vice President for Academic Services will communicate the minimum course enrollment needed to prevent cancellation and the official course cancellation date for each term on or before July 15 for the fall term, December 1 for the spring term and May 1 for intersession and summer term. The cancellation date will occur no earlier than 5 business days prior to the first day of classes for the term. The Vice President for Academic Services, in consultation with the division chair, may waive the cancellation of a course in the event the course does not meet the Minimum Course Seat Guidelines (MCSG) established by the College. Any full-time faculty member who loses a section(s) due to cancellation can, according to seniority, replace the section(s) with another section(s) of equal or lesser equated credit hours not assigned to a full-time faculty member by the end of the business day following the cancellation day.

E. COURSE EXCEPTIONS

- A. The following courses will have an assigned section limit not to exceed twenty-five (25) students:

Composition I, Composition I Pathway, Composition II, Foundations of Composition, Writing for Industry, Business Communications, Advanced Formatting, and Introduction to Speech Communication.

The section limit for such courses may be waived by the mutual consent of the full-time faculty member and the division chairperson.

Teaching assignments consisting of four (4) sections of the above-listed courses per semester will receive an additional 3.0 ECH added to their total ECH. Any full-time faculty member with fewer than four (4) sections of the above-listed courses will earn only the ECH value of the assigned sections.

- B. In courses which are lecture laboratory, laboratory, lecture clinic, clinic, nursing clinical or a combination thereof, each one (1) hour of laboratory or clinic will be equated as 1.0 semester hour of credit.
- C. In Supervised Occupational Experience, the full-time faculty member's load will be determined at the rate of one (1) equated semester hour of ECH for each unit of 13.5 student credit hours generated per academic term. The single exception to the ratio of 1:13.5 shall be the John Deere Ag Tech SOE's which shall be equated at the ratio of one (1) hour of load for each unit of nine and one-half (9½) student credit hours generated per academic term.
- D. Maximum section size for all courses, excluding PED 209, PED 210, and those limited due to special circumstances and with the approval of the Vice President for Academic Services, should be thirty (30) students. However, the Division Chair reserves the right to place two (2) additional students in a section without the full-time faculty member's approval. Full-time faculty member approval for any student above thirty-two (32) must be obtained. The full-time faculty member shall receive an additional 0.5 equated credit hour (ECH) for sections with 35-45 students. For every additional ten (10) students (or fraction thereof) beyond forty-five (45) students, the full-time faculty member shall receive an additional 0.75 ECH toward compensation.

F. ALTERNATIVE MODALITIES

Interactive Video-Based Course

- 1) The mutual consent of the full-time faculty member, division chairperson and Vice President for Academic Services is required in order to offer interactive video sections with more than two (2) remote sites.

Online Courses

- 1) Unless otherwise agreed between the full-time faculty member, Division Chair and Vice President for Academic Services, online section size shall be limited to seventeen (17) students the first time a full-time faculty member teaches an online course.
- 2) Section size shall be limited to 28 students for all future semesters the full-time faculty member teaches a course online. The section limit for such courses may

be waived by the mutual consent of the full-time faculty member and the division chairperson.

- 3) If there is a demand, additional sections of the online course can be offered with the mutual consent of the full-time faculty member, division chairperson and Vice President for Academic Services.
- 4) The online course must utilize Lake Land College's learning management system.
- 5) Online courses should include a measure of regular and substantive interaction, wherein course interaction is primarily initiated by the instructor. Any faculty member teaching an online course should demonstrate at least two of the following five (5) items:
 - Provide direct instruction
 - Assess or provide feedback on student work
 - Provide information or respond to questions about the content of a course or competency
 - Facilitate a group discussion regarding the content of a course or competency
 - Other instructional activities approved by the institutions or program's accrediting agency.

Hybrid Courses

- 1) A hybrid course is defined as one for which regularly scheduled classroom time is replaced consistently throughout the semester by required activities completed at distance and managed online.
- 2) The face-to-face component must be between one-half (1/2) and two-thirds (2/3) of the total course hours. For example, a course may meet 50% face-to-face and 50% online. The rationale for this requirement is as follows:

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

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

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

- 4) A schedule clearly outlining the meeting dates of the section shall be provided in the official course schedule. The official course schedule should also note that the section is hybrid and that it is delivered partially online.
- 5) The online portion of the course must utilize Lake Land College's learning management system.
- 6) To accommodate variations in delivery modes, exceptions can be made to the above guidelines. However, to ensure predictability for students, these exceptions will require approval of the Vice President for Academic Services.
- 7) In order for a course to be designated as a hybrid course, an official documented proposal must be submitted and approved by the Vice President for Academic Services, which illustrates that the hybrid criteria are met before the course can be added to the official course schedule.

G. ADVISEES

At the direction of the Division Chairs and Vice President for Academic Services, all full-time instructional faculty will be assigned up to 40 advisees in their assigned area of responsibility or in an area for which they have been trained. Those assigned more than forty (40) advisees will be compensated at the rate of .5 equated hours release time/overload pay per each increment of ten (10) advisees up to a maximum of 2.0 hours of release time per semester. No full-time instructional faculty member will be assigned more than 80 advisees without the member's consent.

- 41-50 advisees = 0.5 ECH overload per semester
- 51-60 advisees = 1.0 ECH overload per semester
- 61-70 advisees = 1.5 ECH overload per semester
- 71-80 advisees = 2.0 ECH overload per semester

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

H. FACULTY EXPECTATIONS

In addition to performing the essential functions of their assigned job description, full-time faculty members are expected to:

1. Respond to student communication within one (1) College business day from Opening Day to Grade Due Date each term;
2. Withdraw students, by 10th day, who have never attended or communicated;

3. Provide students a course syllabus that includes, at a minimum, the required information according to the Syllabus Grid developed by the Syllabus Task Force and Academic Services;
4. Conduct at least one (1) advising session per advisee per semester before clearing (online, telephone, face-to-face);
5. Notify students of their current grades in classes at mid-term and at least one (1) week prior to the last day for withdrawal, at a minimum.
6. In order to help students make informed choices, faculty will provide a course syllabus to students through the college's learning management system or by email to the student's college email address at least one college business day prior to the first day of the section.
7. Online and hybrid courses must be published in the learning management system by 8 AM on the first day of the course for hybrid courses and on the first day of the semester for online classes.

Full-time faculty members shall receive notification of proposed changes in job description at least two (2) weeks prior to the proposed change. A change in job description may be appealed through the grievance procedure.

I. ADDITIONAL APPOINTMENTS

- A. Vacancies for additional appointments designated for full-time faculty will be posted internally for ten (10) consecutive College business days in which courses are being taught on campus. Faculty members may formally express interest in the vacant appointment during that time. Full-time faculty shall be deemed qualified for additional appointments by meeting the minimal qualifications of the job description as established by the College. Seniority does not prevail on additional appointments.
- B. Seniority shall prevail for all academic support services, job vacancies, job consolidation, and reduction in force providing minimal qualifications as established by the College are met. A full-time tenure track teaching or academic support vacancy will be posted internally for ten (10) consecutive College business days in which courses are being taught on campus. A qualified full-time faculty member wishing to pursue the vacancy will have five (5) days from the last day the position was posted internally to notify the appropriate vice president of his/her intent to fill the position. If the appropriate vice president is not notified within this specified time limit, the faculty member can apply for the position but he/she will be treated as an external candidate.

J. TIME COMMITMENTS

Full-time faculty will:

- a. Full-time instructional faculty will be on campus, at an approved location, or actively online within the learning management system for no fewer than thirty (30) hours a week. A minimum of three (3) hours a College day must be served on campus, at a location approved by their division chairperson and Vice President for Academic Services, or actively online within the learning management system. No fewer than three (3) College days shall be served on campus or at an approved location per week. The other two days may be conducted on campus, at an approved location, or actively online within the learning management system.
- b. In order for a location, other than where a full-time faculty member's face-to-face classes are taught, to be considered for approval, a full-time faculty member must meet with and present to his or her division chair a written request explaining the need for the request and the manner in which it will benefit the institution and its students. The division chair will recommend either approval or denial to the Vice President for Academic Services based on the merits of the request. The Vice President for Academic Services, in consultation with the full-time faculty member and the division chairperson, will review the recommendation and issue a final approval or denial to the request for an approved location.
- c. Each full-time instructional faculty member shall maintain at least five (5) office hours, not to exceed seven (7) office hours, per week. The number of office hours are determined by the following calculation:

Current Instructional ECH Total / 3 = Minimum Number Office Hours Per Week

Examples:

15 ECH / 3 = 5 Office Hours Per Week

18 ECH / 3 = 6 Office Hours Per Week

19 ECH / 3 = 6.33 = 6 Office Hours Per Week

20 ECH / 3 = 6.66 = 7 Office Hours Per Week

No fewer than four (4) office hours shall be scheduled face-to-face at a location where the full-time instructional faculty member's classes are taught. The remaining office hour(s) are flexible, not time-specific, and may be held virtually or at any other location where Lake Land College classes are held. The weekly schedule for the four (4) scheduled office hours, and the number of flex and not time-specific office hour(s), shall be posted and displayed on both the door to the full-time instructional faculty member's office and online. It is the responsibility of the faculty member to ensure that the posted office

hours in both locations are accurate each semester. Any changes in the four (4) scheduled office hours shall be posted in a similar manner.

- d. The thirty (30) hour requirement may be distributed as the full-time instructional faculty deems necessary. It can include:
1. Sponsor for co-curricular activities
 2. College committee work
 3. Division and departmental meetings
 4. Preparation of reports
 5. Participation in College-wide recruitment activities for new students
 6. Research in professional field
 7. Retention activities
 8. Other activities of a similar or relevant nature.

K. PROFESSIONAL AND STAFF DEVELOPMENT

The academic year will be defined at one hundred sixty-eight (168) days for **instructional faculty** with at least one (1) day of the required full-time faculty development days to be planned by the Employee Development Committee which will include five (5) full-time faculty appointed by the President of the Faculty Association.

All full-time faculty shall participate in at least three (3) hours of planned activities on a designated Fall Staff Development day as assigned by the appropriate vice president(s) and division chairperson(s), unless otherwise pre-approved for individualized development on that day by the appropriate supervisor.

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

3 hours of development = 1 day of Spring Staff Development
6 hours of development = 2 days of Spring Staff Development

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

ARTICLE III Salary Guidelines

SALARY GUIDELINES

The salary range (see Article III.G. a.) applies to a nine-month (9) base contract relating to the academic years 2023-2024, 2024-2025, and 2025-2026. One-ninth (1/9) of the nine-month (9) base contract salary will be added for each additional month for full-time faculty who are employed more than nine (9) months but less than twelve (12) months. A proportionate amount will be paid for any contract less than a month.

See Article III.G.b. for full-time academic support faculty salary range for 12 month employees.

A. OVERLOAD RATE

Compensation for overload assignments (teaching assignments in excess of either thirty (30) equated semester hours in the academic year or all equated semester hours in the summer session) will be paid at the following rate:

	Academic Year 2023-2024	Academic Year 2024-2025	Academic Year 2025-2026
Fall and Spring	\$900	\$900	\$900
Summer	\$1,500	\$1,300	\$1,100

B. SALARY ADVANCEMENT

Salary advancement for current full-time faculty will be governed by the following provisions:

Full-time faculty who qualify to advance from one (1) educational or training level (Article III.G.) to another will be compensated \$525.00. Full-time faculty members who received an earned doctoral degree shall receive \$1,000. These increases will be added to the employee's current base salary at the beginning of the next fall or spring semester, prorated to reflect the date of completion.

Educational hours earned may qualify a full-time faculty member for advancement from one educational or training level to another if the full-time faculty member meets the following requirements:

Coursework must be at or above the full-time faculty member's current educational level.

Coursework must be directly related to the full-time faculty member's assigned area of responsibility.

Credit earned outside the full-time faculty member’s assigned area of responsibility or subject matter or below the full-time faculty member’s current educational level must have prior approval by the appropriate Vice President.

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

C. YEARLY BASE INCREASE

Full-time instructional faculty covered by this agreement each academic year shall receive an increase in their base salary based on the following schedule:

Academic Year 2023-2024	Academic Year 2024-2025	Academic Year 2025-2026
5% of base + \$2,500*	5% of base + \$2,500*	5% of base + \$1,500*

**The additional flat amount represents a shift in the summer pay calculation*

Full-time academic support faculty covered by this agreement each academic year shall receive an increase in their base salary based on the following schedule:

Academic Year 2023-2024	Academic Year 2024-2025	Academic Year 2025-2026
5% of base	5% of base	5% of base

Employees already accepted in the planned retirement as of the start of this contract will have the option to remain on the old formula shown below –or– choose the new annual increase. Once a choice is made, it will be in effect until that faculty member retires.

Teaching Faculty -

Old formula: 6% added to the base each of the last 4 years + 1/36 of base salary ECH up to 8 /11 (if teaching intersession) and \$900 each ECH over 8/11 for summer classes.

Full-Time Academic Support Faculty

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

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

New planned retirements accepted after the start of this contract will follow Article III (page 21).

Each full-time faculty member's salary will be distributed bi-weekly based upon a published schedule. Full-time faculty have the option of receiving their annual salary paid on a nine (9), ten (10) or twelve (12) month basis. The College will notify full-time faculty members in writing when the option to change their election is available. Elections will be sent to full-time faculty members by July 1st. Changes to an election must be submitted to the College no later than two weeks' prior to the first instructional day of the academic year. If the College does not receive an election form, the current election on file will remain in force. Once an election is made, it is enforced and cannot be changed at any time during the academic year.

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

D. SUMMER TERM AND INTERSESSION

Summer term and intersession will be paid at the summer overload rate. Summer overload over 11 ECH will not 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 the summer session. In order to provide full-time faculty with an equitable opportunity for summer employment, each division will prepare a two (2) year rotational plan identifying those full-time faculty members who will be offered summer term and/or intersession employment consistent with the educational needs plan. Each division shall prepare an equitable summer term rotation plan and intersession 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.

E. INDEPENDENT STUDY

Full-time faculty supervising an independent study or honors student shall be paid seventy-five (\$75) dollars per student per equated credit hour upon the student being officially enrolled. For independent study courses the initial full-time faculty member/student agreement in determination of the successful completion of the section shall be subject to the approval of the Vice President for Academic Services.

The Vice President for Academic Services may approve payment to the full-time faculty member in special circumstances when all requirements for successful completion have not been met.

F. EXPERIENTIAL CREDIT

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 full-time faculty compensation.

ECH	Compensation
0 – 4	\$20.00
5 – 11	\$40.00
12 – 18	\$60.00
19 – 32	\$80.00

G. NEW HIRE SALARY SCHEDULE

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

- a. Full-time Instructional Faculty - 9 month

Level	Minimum Base Salary (9 month)		
	2023-2024	2024-2025	2025-2026
A (Associate)*	\$40,233	\$42,233	\$43,078
A+15	\$40,828	\$42,828	\$43,685
A+30	\$41,422	\$43,422	\$44,290
A+45	\$42,019	\$44,019	\$44,899
B (Bachelor)	\$42,616	\$44,616	\$45,508
B+15	\$43,212	\$45,212	\$46,116
M (Master)	\$43,808	\$45,808	\$46,724
M+15	\$44,401	\$46,401	\$47,329
M+30	\$44,998	\$46,998	\$47,938
M+45	\$45,595	\$47,595	\$48,547
D (Doctorate)	\$46,729	\$48,729	\$49,704

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

b. Full-Time Academic Support Faculty - 12 month

FULL-TIME ACADEMIC SUPPORT FACULTY - MINIMUM BASE SALARY (12 Month)			
Level	2023-2024	2024-2025	2025-2026
Bachelor	\$54,320	\$55,135	\$55,962
B+15	\$55,160	\$55,987	\$56,827
Master	\$56,000	\$56,840	\$57,693
M+15	\$56,840	\$57,693	\$58,558
M+30	\$57,692	\$58,557	\$59,436
M+45	\$58,557	\$59,435	\$60,327
Doctorate	\$59,436	\$60,328	\$61,232

- c. All candidates interviewing for a full-time faculty position covered by this contract shall receive a copy of the contract.
- d. Initial placement for new full-time faculty will be governed by the following provisions:
- e. Substitute teaching either in or outside the system shall not be considered as creditable experience. Amount of experience credit for military service shall be one (1) year for each two (2) years of military service not to exceed four (4) years credit.
- f. In consultation with the appropriate vice president, \$600.00 will be added to the new full-time faculty member's base salary for each previous year of direct creditable teaching experience in field for which the individual was hired. For full-time academic support, credit will be given for professional experience directly related to the position for which the individual was hired.
- g. \$300.00 will be added to a new full-time faculty member's base salary for each previous year of directly related professional experience, as determined by the appropriate vice president, and approved by the President.

H. PAYROLL DEDUCTION

The Board supports the concept of payroll deductions as a service of the College to individual full-time faculty to the extent the process is commensurate with sound financial practices and procedures. Payroll deductions, upon written request of individual full-time faculty, 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.

I. ADDITIONAL DUTY COMPENSATION

Full-time faculty with additional duties will be compensated according to the additional duty compensation worksheet in Appendix F. Use of this worksheet excludes directors and division chairs already receiving additional compensation for their duties.

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

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

Full-time faculty members who are entitled to compensation, based on the worksheet, must take this compensation in the form of an overload assignment stipend.

J. COURSE DEVELOPMENT

1. New Course Development

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

\$100 base + 1/3 credit hour per credit hour of the course payable at the overload rate.

Example:

2 credit hour course = \$100 + (1/3 credit hour of overload pay x 2)

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

The section must be offered and have at least eight (8) students still registered at ten (10) day.

The developing full-time faculty member will be required to teach the course.

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

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

2. New Online Course Development

A new online course is a course developed in an online format for the first time at Lake Land College. A newly developed online course must be approved by the Division Chair and the Vice President for Academic Services. A stipend will be paid for developing a new online course using the following formula:

\$100 base + 1/3 credit hour per credit hour of the course payable at the overload rate.

Example: 2 credit hour course = \$100 + (1/3 credit hour of overload pay x 2)

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

The section must be offered and have at least eight (8) students still registered at ten (10) day.

The developing full-time faculty member will be required to teach the course.

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

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

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

K. INNOVATION OPPORTUNITY

1. Innovation Committee Funding

The Innovation Committee will oversee education regarding innovative ideas, develop procedures for the creation and approval of ideas/requests, and make decisions on the approval of innovation proposals.

- a. The Innovation Committee shall be composed of three (3) faculty members appointed by the president of the Lake Land College Faculty Association and three (3) staff/administrators selected by the appropriate vice presidents. Appointments shall be staggered and be for three-year (3) rotating terms. There will be both an administrator and a faculty member that will serve as co-chairs.
- b. The committee shall establish guidelines for preparing funding requests and make them available by midterm of each fall and spring semester. Applications will be accepted on a rolling basis, with initial application submission encouraged by the last day of each semester. The committee shall annually update the guidelines to clarify areas of focus for funding related to College values, strategic planning priorities, HLC/ICCB identified areas for improvement, advances in disciplines/fields of study, community College trends, higher education trends, and other innovations.
- c. The Innovation Committee will provide applicants with the opportunity to meet with the committee to provide additional support for their proposal.

2. Reimbursement Options

- a. A full-time faculty member shall receive reimbursement for innovative course development according to the guidelines in Article III.J.1.2. for each semester the course is taught for the number of semesters approved by the IC for a period of no more than three years.
- b. Full-time faculty members may request a stipend for innovation proposals for professional development and other initiatives, including travel for licensure, certification, or continued education training. The committee reserves the right to approve a lesser stipend amount than requested, with rationale, when evaluating a proposal.

- c. The Innovation Committee will request an annual allocation for innovation funding through the College budget request process and will establish an annual budget based on the allocation received.
- d. A maximum of \$4,500 of innovative funding in the form of ECH and/or stipend may be awarded per full-time faculty member annually. Reimbursement and compensation will be paid according to established College practices.
- e. A written report of compliance with the purpose for which the project was funded shall be submitted to the committee at the completion of the project.
- f. The Innovation Committee will consider supporting the following innovative requests:

- Classroom innovation (Formula)
- Innovative projects outside of the classroom (Stipend)
- Professional development conferences and travel (Reimbursement)

- g. For classroom innovation, the full-time faculty member will receive additional compensation for each section of the new modality course taught for the number of semesters approved by the Innovation Committee for a period of one year and can be renewed for an additional two years. The guidelines will provide a sample ECH formula.
- h. New Modality Course Development

In order to facilitate the development of new modalities and innovative ideas that enhance learning, all new modality course development shall be approved by the Innovation Committee (IC). A stipend will be paid for developing a new modality course using the following formula:

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

The section must be offered and have at least one (1) student still registered at 10 day.

The developing full-time faculty member will be required to teach the course.

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

- L. SHORT TERM TRAINING** - Any faculty providing non-college credit short term training for CBI are paid at the CBI rate and are exempt from faculty rights such as seniority, selection of courses, bumping etc.

**M. LICENSURE, CERTIFICATION, and/or ACCREDITATION
COMPENSATION**

For any program requiring faculty licensure, certification, and/or accreditation, the College shall cover the costs associated with the faculty member(s) maintenance, renewal, or reissuance of such licensure, certification, and/or accreditation.

N. TRAVEL POLICY

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

1. The administration shall encourage full-time faculty to attend professional meetings and engage in professional development activities. Special encouragement will be given to full-time faculty member's attending meetings at which the full-time faculty member will be an active participant (speaker, officer, moderator, etc.).
2. It shall be the responsibility of the division chairperson or appropriate administrator to recommend full-time faculty members for attendance at meetings. It is expected that attendance at meetings will normally be equally distributed within a division.
3. Travel Reimbursement
 - a. Mileage reimbursement for approved travel by personal vehicle shall be at the College-approved rate at the time of travel. All measurement for mileage will start and end at the full-time faculty member's campus office unless the actual distance traveled by the full-time faculty member is less. Prior approval shall be given by the appropriate vice president.
 - b. Per diem meal allowances for daily travel and overnight stays will be paid at the College-approved rates at the time of travel. Itemized receipts for all meals will be required per Board Policy 10. 34. 04.
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 full-time faculty member covered under this agreement, who is on approved College travel during contractual service days and receiving full salary for such days, will refund to the College or College Foundation any remuneration or honorarium received during the period of travel.

5. When convenient and practical, travel is to be made by the most economical method. Full-time faculty members, however, retain the right to drive and room alone instead of carpooling and sharing hotel rooms with colleagues or other College employees.
6. Travel between Lake Land College and off-campus sites shall be approved travel and shall be reimbursed at the current College rate for mileage.

ARTICLE IV Benefits

A. INSURANCE

A comprehensive insurance program shall be made available for all full-time faculty defined in Article 1.A.9.

1. Life insurance in the amount of \$40,000 is provided for all full-time faculty, with an additional \$40,000 accidental death and dismemberment. The College will pay the premiums for the full-time faculty member. Optional life insurance is available for eligible full-time faculty members and full-time faculty member's spouse if underwritten by the current insurance carrier. Optional life insurance is available for the full-time faculty member's dependent children as defined in the insurance policy. All optional costs are paid by the full-time faculty member.
2. Health, major medical, and dental insurance is available for every full-time faculty member through the duration of the contract. Health insurance and the annual screening are available for all full-time faculty members and covered dependents. The College will contribute toward the full-time faculty member's chosen plan option, 100% of the premium associated with full-time faculty member's coverage and one-half (50%) of the premiums associated with dependent coverage in the amount of the lowest premium of the plan options, excluding the High Deductible Health Plan (HDHP) option. For those full-time faculty who choose the HDHP option, any portion of the monthly contribution by the College exceeding the premium for a HDHP option will be contributed to a health savings account (HSA) in that plan year. Each full-time faculty member may choose from the following Health Screening options.

Option A: Participate in the Annual Health Screening

- a. Dependent not required to participate
- b. Completed during the Fall semester or prior to January 1st of each year
- c. Free to full-time faculty and any adult covered under the College insurance plan
- d. Cost will not be deducted from the annual wellness benefit
- e. Will be available on the 5001 Lake Land Blvd. campus each Fall semester
- f. Respect given to the privacy of the participant's personal health information
- g. Covered under the Health Insurance Portability and Accountability Act (HIPAA)
- h. No consequence to the participant based on screening results
- i. Employees may utilize their own physician at their own expense for the annual screening. An acknowledgement of wellness lab screening by

- j. their physician must be performed after July 1. The additional premium described in Option B will be charged until appropriate documentation is received by Human Resources.

Option B: Non-Participation in the Annual Health Screening

- a. Full-time faculty member contributes a maximum \$50. 00 per month toward health insurance premium until screening completed
- b. The College will make information available to each full-time faculty member identifying the health, major medical, and dental insurance coverage, including the plan alternatives available from which a full-time faculty member may choose their coverage option.
- c. The College agrees to conduct periodic full-time faculty orientation and education programs related to group insurance costs, benefits, and utilization. An insurance committee, with full-time faculty representation, will annually evaluate the program. The full-time faculty representative(s) will report to the Faculty Association.

B. TUITION WAIVER

Full-time faculty and retired full-time faculty will be approved for a tuition waiver for state-funded courses offered by Lake Land College. The full-time faculty member 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 full-time faculty member, spouse, and their unmarried children under twenty-three (23) years of age.
2. Tuition waiver students shall not be included in the determination of the minimum number of students required for a section to be taught.
3. Full-time faculty shall not enroll in courses 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 full-time faculty members 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.

C. LEAVES

1. Sick Leave

- a. All full-time instructional faculty will be granted eleven (11) days (88 hours) sick leave with full salary for each academic year. Full-time faculty with summer contracts will be granted two (2) additional days (16 hours) 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 cumulative without a maximum. Full-time faculty 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 (40 hours)
 2 years previous experience: 10 additional days (80 hours)
 3 years previous experience: 15 additional days (120 hours)

Full-Time Academic Support Faculty – 12 Month

14 Days per Academic Year - Sick time will be credited to the employee's balance on the second pay period of each month during the academic year.

For **Academic Year 2024** only the balance of 112 hours will be added at the start of the academic year in lieu of the monthly accrual. Anyone who terminates employment during the 2024 academic year will have the total prorated by month. **Accruals will begin monthly with Academic Year 2025.**

- b. Sick leave may be used for personal illness, doctor or dental appointments, disease, pregnancy, or other illness or injury of spouse, civil union partner, son, daughter, stepchild, mother, father, mother-in-law, father-in-law, stepparent, sister, brother, grandchild, grandparent or any relative living in the immediate household of the full-time faculty member.
- c. Full-time faculty members 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 full-time faculty member and forwarded to his/her supervisor, appropriate administrator, and the human resources office. A statement certifying the illness or absence from a physician may be required if the illness extends beyond one (1) week to insure that the full-time faculty member has sufficiently recovered to return to work.

d. Sick Leave Usage

1. Sick days used by forty (40) hours per week employees may be taken in increments of one (1) hour. Whole hours must be taken; anyone taking less than an hour will be charged at the next hourly level.
2. Full-time instructional faculty earn sick leave at the same rate as 40-hour per week employees, sick days used by full-time instructional faculty may be used in hourly increments prorated at 1.33 hours/hours taken. Whole hours must be taken. Sick leave should be used for class time missed, office hours that cannot or will not be made up, or other required reporting days (such as opening day). A minimum of 3 hours @ 1.33 (4 hours) is required for a whole day missed with a maximum of 6 hours @ 1.33 (8 hours).

e. Donated Sick Leave

Sick leave days, contributed by other full-time faculty, may be made available to a full-time faculty member who has exhausted his/her accumulated sick leave and personal leave, and has a reasonable expectation of returning to work. Donated sick leave may be used for personal illness, doctor or dental appointments, disease, pregnancy, or other illness or injury of spouse, civil union partner, son, daughter, stepchild, mother, father, mother-in-law, father-in-law, stepparent, sister, brother, grandchild, grandparent or any relative living in the immediate household of the full-time faculty member.

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

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

Resources Office in the order in which they were received by the committee as the days are needed by the recipient.

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

Each full-time faculty member receiving donated sick days will be limited to a maximum of forty (40) donated days per academic calendar year.

2. Personal Leave

Personal leave, with pay of up to three (3) days (24 hours), may be used by a full-time faculty member 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. One (1) of the three (3) personal leave days shall not be used for the purpose of extending a holiday or academic break. Any unused days shall be applied to the full-time faculty member's accumulative sick leave total following the end of the contract year.

Except in an emergency, full-time faculty 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 full-time faculty member must substantiate the leave in writing within three (3) days after return to work. Failure to do so will result in loss of pay for the leave days taken. Additional personal leave may be granted without loss of pay if the purpose of such leave is stated and approved in advance.

Personal days used by forty (40) hours-per-week employees may be taken in increments of one (1) hour. Whole hours must be taken; anyone taking less than an hour will be charged at the next hourly level. Personal days used by full-time instructional faculty will not be deducted from unused sick leave.

Because full-time instructional faculty earn personal leave at the same rate as 40-hour per week employees, personal days used by full-time instructional faculty may be used in hourly increments prorated at 1.33 hours/hour taken. Whole hours must be taken. Personal leave should be used for class time missed, office hours that cannot or will not be made up, or other required reporting days (such as opening day). A minimum of 3 hours @ 1.33 (4 hours) is required for a whole day missed with a maximum of 6 hours @ 1.33 (8 hours).

3. **Vacation – Full-Time Academic Support Faculty (12 Months)**

Full-Time Academic Support Faculty will earn 160 hours of paid vacation for each full year of employment. The accrual rate is 13.33 hours per month.

For Academic Year 2024 only the balance of 160 hours will be added at the start of the academic year in lieu of the monthly accrual. Anyone who terminates employment during the 2024 academic year will have the total prorated by month. **Accruals will begin monthly with Academic Year 2025.**

1. A maximum total of 240 hours may be accumulated toward carry-over. The specific count of accumulated carry-over hours will be reviewed at the end of each academic year, and hours in excess of 240 will be removed from the record.
2. Full-Time Academic Support Faculty will schedule vacation in consultation with their appropriate supervisor to avoid unnecessary disruption of the College.
3. Vacations will be scheduled, where possible, not to exceed two (2) weeks at any one period.

4. **Bereavement Leave**

Bereavement leave up to five (5) days per occurrence with pay will be available in the event of the death of a full-time faculty member's immediate family. Immediate family is defined as the spouse, civil union partner, child, step - child, parent(s), stepparent(s), grandchild, brother, or sister of the employee. Bereavement leave of up to three (3) days will be available in the event of the death of the full-time faculty member's mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandparents, aunts, uncles, or foster parents. Bereavement leave for any circumstances beyond those specifically mentioned may be authorized by the full-time faculty member's vice president. Such leave is non-accumulative and shall not be deducted from the full-time faculty member's accumulated sick days.

5. **Sabbatical Leave**

Upon completion of six (6) consecutive years of satisfactory full-time employment in Community College District #517, current full-time faculty covered by this contract will qualify for consideration for sabbatical leave for the purpose of 1) pursuing full-time study, 2) Industry training, or 3) retraining to broaden individual teaching or professional potential in areas of determined need in the College.

- a. A sabbatical leave selection committee shall be appointed to evaluate the request for leave. The committee shall be composed of one (1) full-time academic support faculty member, one (1) full-time instructional faculty member from each division appointed by the president of the Lake Land

College Faculty Association, the Vice President for Academic Services and the Vice President for Student Services. All appointments shall be for three-year (3) rotating terms except for non-divisional members. In the event a full-time faculty 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 full-time 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. Full-time faculty 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 faculty covered by this contract may be on sabbatical leave in any given academic year provided that suitable replacements can be found. The number allowed from a given division in any one (1) year will be determined by the President after consulting with appropriate vice presidents.
- f. Leaves shall be granted for a period of time not to exceed one (1) year.
- g. A written report of compliance with the purpose for which the leave was granted shall be presented to the President at the completion of the leave.
- h. Compensation during the sabbatical leave for full-time faculty members shall be in an amount equal to 100% of the academic year contractual base salary for a leave of one (1) semester or for a period less than a semester if appropriate arrangements can be made; 50% of the contractual salary if for a leave of two (2) semesters.

- i. The compensation described will be paid in the same manner and at the same time as salaries paid to other full-time faculty members or in some other manner mutually agreeable between the President and the full-time faculty member.
- j. All salary increases, fringe benefits, and the like negotiated while the full-time faculty is on sabbatical leave shall be recognized during the sabbatical leave if all other requirements are met.
- k. A full-time faculty member on sabbatical leave will retain his/her status as a member of the State Universities Retirement System and with the College insurance plans.
- l. A full-time faculty member granted a sabbatical leave shall agree to serve at least two (2) academic years at Lake Land College immediately following the leave and shall give a judgment note for the amount of salary paid while on leave. Said note shall be cancelled at the end of the years of service required or at the death or disability (defined as the full-time faculty member being unable to perform his/her contracted job) of its maker.
- m. Upon return from a sabbatical leave, a full-time faculty member 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. Full-time faculty who have been accepted by the Board of Trustees in the College's Planned Retirement Program will not be eligible for a sabbatical leave.

6. General Leave of Absence

A leave of absence may be granted upon approval of the President and the Board. The full-time faculty member must use the granted leave for the approved purpose. A leave of absence is defined as an extended leave (for up to two (2) years) without pay and fringe benefits. At termination of the leave, the full-time faculty member 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 full-time faculty member will receive all negotiated benefits (not retroactive during the period of the leave). A full-time faculty member will notify the Human Resources office in writing three (3) months prior to the end of the approved leave of his/her intention:

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

7. Maternity and Parental Leave

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

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

The full-time faculty member will be returned to the original position or to a position of like status and pay. A one-year (1) extension of the leave may be renewed upon application to the Human Resources office and approval by the President. The three-month provision (3) shall apply to extended leaves.

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

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

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

8. Family and Medical Leave

Full-time faculty will be granted unpaid family and/or medical leave as prescribed by the Family and Medical Leave Act of 1993 and any subsequent amendments thereto.

9. Leave for Jury Duty or Court Attendance

Full-time faculty who are summoned to court to perform jury duty shall be granted leave with pay. Full-time faculty 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. Full-time faculty 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.

10. Military Leave

In the event a full-time faculty member is called to emergency military duty and is in a work status with the College, said full-time faculty member shall be granted up to two (2) weeks of emergency leave with partial compensation if the full-time faculty member'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 full-time faculty member's salary from the College. The partial compensation shall be the difference between the full-time faculty member's College and military compensation, including allowances in excess of out-of-pocket expenditures for those items of expense for which the allowance is paid. Emergency leave salary reimbursement shall be limited to one (1) period in any twelve (12)-month period. Any additional emergency military duty will be granted in accordance with the applicable provisions of law.

11. Full-Time Faculty Benefits While on Leave

- a. A full-time faculty member granted an unpaid leave of absence may elect to participate in the State Universities Retirement System during the period of the leave; the full-time faculty member shall make all contributions. A full-time faculty member may elect to participate in the College benefit program during the period of an unpaid leave; the full-time faculty member shall make 100% contribution to all applicable benefits.
- b. During an unpaid family and medical leave, the College will maintain the full-time faculty member'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 full-time faculty member maintained continuous employment. If the full-time faculty member does not return to work upon completion of the leave period, the College may recover those contributions made by the College to maintain the full-time faculty member's health insurance benefits.

- c. A full-time faculty member 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, a full-time faculty member shall continue to accrue seniority.

D. FLEX WORK FOR FULL-TIME ACADEMIC SUPPORT FACULTY

Full-Time Academic Support Faculty are entitled to a flex work schedule. Anything above 40 hours a week during the Fall and Spring and 32 hours a week during the Summer can be considered for flex work.

E. TRAINING/RETRAINING PROGRAM

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

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

- c. Submit signed resignation to the President by October 31 of the year in which notice of retrenchment was received. Once approved by the Board of Trustees, the salary adjustment will be retroactive to the beginning of the academic year.
 - d. Retirement must occur no later than the resignation date approved by the Board.
4. If the Vice President of Academic Services receives a written request of intent to participate in a training/retraining option, then a Training/Retraining Committee will be formed to review all pertinent data. The committee will be chaired by the Vice President for Academic Services and include two (2) administrators, the Director of Human Resources, the Association President, the Association's President-Elect, and one (1) full-time academic support faculty and one (1) full-time instructional faculty from each academic division as appointed by the College President, and will be formed by November 1st (If this date falls on a day when the College is closed, the next College business day will be applicable). Such data shall include, but not be limited to: teaching and academic support needs of the College; current course enrollments for affected areas; courses taught by adjunct faculty in affected areas; overload assignments in affected areas; and the years of service and the qualifications of the retrenched full-time faculty member. The Training/Retraining Committee will then prepare, in writing, its recommendations based on the information provided.
- a. By November 20th (If this date falls on a day when the College is closed, the next College business day will be applicable) affected full-time faculty members who requested to participate in the training/retraining option shall then meet with the appropriate vice president and the Association President or President-Elect to discuss the written recommendations of the Training/Retraining Committee.
 - b. By December 1st (If this date falls on a day when the College is closed, the next College business day will be applicable) the affected full-time faculty member will notify in writing the Vice President for Academic Services of his/her decision to participate in the recommended program.
 - c. If the Committee's recommendation includes a training/retraining plan, the following conditions and limitations shall apply:
 - 1. Arrangement of schedules and courses for retraining shall be the responsibility of the affected full-time faculty member.
 - 2. Upon completion of the approved plan for retraining, the full-time faculty member will be reimbursed by the College for the actual tuition, fees, and associated textbook expenses paid for the course(s), excluding travel and incidental expenses.

3. It is expressly understood and agreed that, unless release time, a sabbatical, or an unpaid leave is granted to eligible full-time faculty members, the participating full-time faculty member shall be required to satisfy all contractual teaching or job assignment responsibilities assigned by the appropriate vice president, including the maintenance of the required number of hours per week on campus while pursuing the College-approved training or retraining program.
4. Tuition and fees charged for courses offered by Lake Land College shall be covered under the applicable provisions of the College tuition waiver program for full-time faculty as set forth in this agreement.
5. Any credit hours earned which are subject to the reimbursement of tuition and fees by the College shall not be applicable to nor used by participating full-time faculty to satisfy the requirements for advancement on the salary schedule due to a change in education or training level.
6. Any full-time faculty member participating in a College-approved training or retraining program shall be required to render service to the College for at least one (1) full academic year after the completion of the program. He/she shall guarantee reimbursement to the College in the event that this contractual obligation is not fulfilled by giving a judgment note in favor of the College in the amount of reimbursement. The note shall be cancelled at the end of the year of service required or at the death or disability (defined as the full-time faculty member being unable to perform his/her contractual job responsibilities and approved by SURS) of its maker.
7. A participating full-time faculty member has one (1) academic year (two (2) full semesters and a summer term) after the training/retraining agreement is signed in which to complete the approved training. If the participating full-time faculty member is not able to finish the approved program in the time allotted, the College is not obligated for any tuition, fees, and associated textbook expenses paid for the course.
8. Any training/retraining plan must be approved by the Board of Trustees.

F. PLANNED RETIREMENT PROGRAM

1. Full-time faculty 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 full-time faculty member and the College.

It is understood that full-time faculty 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.

2. Any full-time faculty with a start date of employment or rehire date at Lake Land College of August 18, 2017, or after is not eligible for the planned retirement program described in this section. The planned retirement program is only available to those full-time faculty who were hired or rehired at Lake Land College with a start date prior to August 18, 2017.
3. To enhance long-range planning, full-time Lake Land faculty should submit resignations up to four (4) years in advance of their retirement date. Upon acceptance of the resignation by the Board of Trustees, qualified full-time faculty will receive a guaranteed 6% raise on his/her contractual base salary for each of the last four (4) years of service. In addition, a years-of-service incentive will be paid on the first payroll following sixty (60) calendar days after the posting of the final annuity, or following the final appeal, if necessary.

Full-time faculty members should meet with a Human Resources representative and their immediate supervisor six (6) years prior to their anticipated retirement date in order to avoid reduction of the incentive and maximize their potential earnings. ANY penalty received by the College from SURS will be deducted from the full-time faculty member’s retirement incentive. At the end of the semester of his or her fifth (5th) year prior to retirement, the full-time faculty member should meet with Human Resources to discuss final base earnings and the impact of potential future earnings.

This incentive will be based on the following formula:

Full-Time Years of Service	% of final 12 month base salary for faculty remaining on the 9 Month 1/36 Summer Contract (faculty who elect to stay on the old plan)	% of the final 12 month base salary (new retiree on this contract)
25 & Over	56% of base and summer base pay*	56% of base
20-24	50% of base and summer base pay*	50% of base
15-19	44% of base and summer base pay*	44% of base
10-14	38% of base and summer base pay*	38% of base

* Summer base applies only to currently retiring faculty who elect to stay on the old plan

Unused sick days can be accumulated and applied towards the years of service at Lake Land College based on the following scale.

Unused sick days cannot be applied in partial increments.

180 unused sick days = 1 additional year of service at Lake Land College

360 unused sick days = 2 additional years of service at Lake Land College.

If a full time faculty member gives less than four (4) years notice of their retirement under this paragraph or retires prior to their Board approved resignation date and:

- i. There is not incurred by the College a SURS penalty because of this action, then the full time faculty member shall receive 100% of the applicable years-of-service incentive described above.
 - ii. Any penalty received by the College from SURS will be deducted from the full-time faculty member's retirement incentive.
4. To apply, full-time faculty must meet the following criteria:
- a. A full-time faculty member must be qualified to receive a retirement annuity from SURS.
 - b. Employed full-time at Lake Land College for at least six (6) consecutive years, including the year prior to applying for participation in the Planned Retirement Program.
 - c. Submit signed resignation form to the President up to four (4) years prior to retirement.
 - d. Retirement must occur no later than the resignation date approved by the Board.
5. An intent to resign must be submitted to the President by December 31 prior to the year in which a resignation will be given. The salary adjustment will begin within thirty (30) days of Board of Trustee approval of the full-time faculty member's resignation except the salary adjustment may not commence sooner than four (4) years prior to the effective date of resignation.
6. At the discretion of the Board of Trustees, the number of resignations accepted in advance may be limited to fifteen percent (15%) of full-time faculty qualified per year. Should this option be invoked, resignations will be accepted on a seniority basis within full-time faculty group with Lake Land College. Full-time faculty denied will have one (1) year added to the four (4) year window of opportunity.
7. Full-time faculty who have fifty percent (50%) or more of their salaries paid, by a third party, as reported on the Restricted Purposes Fund (Fund 06) of the College's general ledger, are not eligible for participation in the Planned Retirement Program.

8. In the event a retiring full-time faculty member's SURS creditable earnings for any school year used to determine the full-time faculty's final rate of earnings (FRE) for SURS retirement purposes would increase by more than 6% annually, the full-time faculty member, could receive a reduction of his or her planned retirement incentive should the employer receive a penalty under SURS rules.
9. Currently, there are no applicable exclusions under Illinois law. If the Illinois Legislature should implement exclusions during the life of this contract, the College and the Association agree to negotiate the implication of those changes accordingly.

G. RETIREMENT PROVISIONS

1. Health Insurance
Full-time faculty and their dependents participating in the College's group health insurance plan shall have the option of continuing their health coverage through COBRA as specified by the federal law.
2. Life Insurance
Options for life insurance coverage after retirement may be available directly from the insurance provider.

H. Worker's Compensation

Worker's Compensation. Any accident or illness which is the result of employment is covered by Worker's Compensation. Full-time 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 full-time 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 full-time 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 full-time 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 full-time faculty member, upon return to work, can use available sick leave to cover the absence. In the event that sick leave benefits expire prior to release by a physician to return to work, the full-time faculty member may refer to the provisions of the State Universities Retirement System disability benefits.

ARTICLE V

Professional Rights and Responsibilities

INTELLECTUAL PROPERTY RIGHTS (Board Policy No. 05.14)

A. COPYRIGHT

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 full-time faculty with regard to the creation of such materials and to provide a fair balance of the interests in such works.
2. Works subject to copyright may include, but are not limited to, the following:
 - a. Books, journal articles, texts, glossaries, bibliographies, study guides, laboratory manual syllabi, tests, and proposals.
 - b. Lectures, dramatic or musical works, and unpublished scripts.
 - c. Films, film strips, charts, transparencies, and all other visual aids.
 - d. Pictorial, graphic and sculptural works.
 - e. Audio and video tapes and cassettes.
 - f. Programmed instruction materials.
 - g. Computer or web-based graphics, text and programs.
3. Under copyright law, the right to copyright any of the above, or to assign subsidiary rights, normally belongs to the author of the work. However, in the case of “work for hire,” the employer or other entity for whom the work has been prepared is considered the copyright owner. To establish guidelines for determining whether or not a “work for hire” relationship exists and to balance the equitable interests involved, the following principles will be followed:
4. Ownership in copyrightable works produced by authors who are full-time faculty at the College shall remain with the full-time 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.

5. If more than half (1/2) the cost of production of a copyrightable work not considered a “work for hire” hereunder was provided through College resources, the full-time 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.
6. 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.
7. When the College commissions the preparation of a copyrightable work by an author who is not a full-time faculty member, the contract with such authors shall specify that the work shall be considered “work for hire.”
8. 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.
9. To avoid the appearance of impropriety, full-time 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.
10. 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.
11. 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.

12. In the event of an instructor's mid-semester contract termination, the College shall be granted temporary permission to utilize the instructor's LMS course shells and all course materials, including, but not limited to syllabi, assignments, class notes, presentations, webpages, computer programs, and tests, for instructional, educational, and administrative purposes within the institution. This permission will remain in effect for the rest of the current academic semester and is granted to ensure a smooth transition of instruction without violating the instructor's rights. The College shall not be charged for the use of these materials. This clause does not pertain to any material that fall under "work for hire" as defined by Article V.

B. PATENTS

1. The principle is recognized that discoveries, inventions, and patents which are the result of research conducted by, or under the direction of, full-time 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.

C. FULL-TIME FACULTY RIGHTS ASSOCIATED WITH ELECTRONIC MEDIA AND COMMUNICATIONS

1. The College recognizes the following full-time faculty rights associated with the use of electronic media and communications:
 - a. The College will not monitor, track or view internet sites being visited, material or services being downloaded, or electronic correspondences sent or received by individual full-time faculty members using the College's computers.
 - b. The College will not monitor, track, or view internet sites being visited, material or services being downloaded, or electronic correspondences sent or received by the full-time faculty as a group for punitive or retaliatory purposes.
 - c. The College has the right to view the contents of the technology it provides when required by federal and state laws.
 - d. The College reserves the right to view the contents of the technology it provides when a full-time faculty member's job performance is clearly suffering from inappropriate use or there are clear allegations of inappropriate use. Documented evidence of inappropriate use must first come in writing from an appropriate supervisor. Written approval by the President must be obtained before the College can begin monitoring, tracking or viewing this information. If the President is not available, written approval must be obtained from two (2) vice presidents. In such rare instances, the College reserves the right to view the full-time faculty member's content of technology providing that prior to such actions the full-time faculty member will be notified in writing of all allegations and the College's intent to view.

D. ASSESSMENT

It is the responsibility of all full-time faculty members to participate in course and/or program assessment as defined by the Assessment Participation Task Force. Assessment results are to be used for the sole purpose of improving student

learning and shall not be used for full-time faculty evaluation, full-time faculty discipline or any punitive action.

E. COLLEGE COMMITTEES AND TASK FORCES

Prior to the end of each academic year the College President's office will confer with the Lake Land College Faculty Association President to determine full-time faculty representation on existing College committees and task forces for the following academic year. In the event that any new College committee or task force is formed, the committee/task force sponsor will confer with the Lake Land College Faculty Association President regarding full-time faculty representation on the new College committee/task force. It is the responsibility of the Lake Land College Faculty Association President to post all full-time faculty vacancies on College committees and task forces to all full-time faculty.

F. FULL-TIME FACULTY RESPONSIBILITY IN EVALUATING ADJUNCT FACULTY

Full-time faculty members will have the opportunity to provide feedback to Division Chairs for the purposes of evaluating adjunct faculty members. Such opportunity will follow the guidelines in the adjunct faculty handbook.

G. FULL-TIME FACULTY PERSONNEL FILE

All full-time faculty personnel records shall be maintained under the following circumstances:

A copy of all personnel records relating to any employee shall be kept in an official written and/or electronic personnel file which shall be located in the College Human Resources office.

All personnel records shall be kept in writing and/or electronically. Written or electronic material relative to a full-time faculty member's conduct or service shall be placed in the personnel file after that full-time faculty member has had an opportunity to read such material. The full-time faculty member shall acknowledge that he/she has read such material by affixing his/her written or electronic 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 full-time faculty member refuses to sign the copy to be filed, then the administrator shall state in the file the above refusal. A third party must witness the action of the administrator.

The full-time faculty member 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.

Upon request by a full-time faculty member to the Director of Human Resources or his/her designee, he/she shall be given immediate access to all materials and documents in his/her personnel file. At his/her written request, each full-time faculty member shall be furnished within ten (10) business days, without cost, a copy of any and all material and documents in his/her file. No materials or documents shall be removed from the full-time faculty member's file except for brief inspection or copying.

No material in the full-time faculty member's personnel file will be duplicated without a subpoena, court order, or written authorization from the full-time faculty member and appropriate vice president.

H. ANTI-HARASSMENT

1. Lake Land College is committed to maintaining a working and learning environment in which all individuals are treated with respect and dignity. Full-time faculty, staff and students have a right to work and learn in an atmosphere that promotes equal opportunity and prohibits discriminatory practices such as harassment.
2. *The full terms on workplace harassment are contained in Board Policy No. 11.04.*

I. DISCIPLINE AND DISCHARGE

1. The College may adopt such rules and regulations as it deems necessary and appropriate concerning the discipline of full-time faculty covered by this agreement so long as such rules and regulations are equitable, clearly defined, and not in conflict with the terms of this agreement. In formulating disciplinary policy the College shall adhere to the precept of corrective disciplinary action (i.e., discipline designed to correct rather than punish a full-time faculty member's behavior).
2. No full-time faculty member 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.
3. The College shall follow a policy of progressive discipline with the initial disciplinary action being dependent upon the severity of the offense.

4. Disciplinary action shall be taken only in situations of reasonable and proper cause and shall be in accordance with the following procedures:
 - a. Full-time faculty 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 a full-time faculty member is required to meet with an administrator and the results of this interview may lead to disciplinary action of either suspension or discharge, the full-time faculty member 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 a full-time faculty member 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 a full-time faculty member, this action, insofar as practicable, shall be done in a manner that will not embarrass the full-time faculty member before other College personnel or the public.
 - d. In situations where a full-time faculty member's continued presence on the job constitutes a clear and present danger to the full-time faculty, other College personnel, or to the health and safety of the public, the College may at any time suspend the full-time faculty member, 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. Double jeopardy will not be imposed for events that occur external to the institution except where required by law.

ARTICLE VI

Performance Evaluation of Full-Time Faculty Members

A. EXPLANATION AND RATIONALE

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

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

B. EVALUATION OF FULL-TIME, TENURED FACULTY

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

1. Formal evaluations of tenured full-time faculty members are required every two (2) years.
2. An evaluator will be a division chairperson and/or the most suitable administrator as determined by the appropriate vice president.
3. An evaluator shall either visit a class of each full-time instructional faculty member, review online teaching course material, or observe full-time academic support faculty in performance of their assigned responsibilities. The full-time faculty member and evaluator shall mutually agree upon the date the visit is to be made and the objectives for that instructional session. Faculty's courses will be evaluated every two years. Alternating between online and face-to-face in a four year period if the faculty member regularly teaches online courses.
4. Faculty members are encouraged to formally or informally solicit feedback from students in each course section. Each tenured full-time faculty member shall solicit student feedback in at least one course section taught each semester. The faculty member may utilize the student evaluation forms provided in Appendices B. 1 and B. 2 or they may utilize a different form identified or created in collaboration with the division chair. The faculty member will review the feedback received each semester and determine how they may use it to improve the teaching/learning process. At the time of the formal evaluation, the faculty member will provide a

summary identifying the courses from which feedback was received during the two-year period and how the faculty member has, or plans to, utilize the feedback. The specific student feedback received will not be submitted to the division chair nor become part of the faculty member's evaluation.

5. The full-time faculty member shall provide to the evaluator a written summary that reviews the full-time faculty member's activities and accomplishments in teaching, including how he/she has utilized the student feedback received each semester, curriculum development, research/creative achievement, relevant service, activities associated to the College's strategic initiative or other areas of responsibility since the last formal evaluation. This written summary shall be attached to the evaluation.
6. After the classroom visit or observation is completed and the written summary is provided, the evaluator shall hold a conference with the full-time faculty member to discuss the full-time faculty member's performance, contributions to the department, and professional growth using the appropriate evaluation form (See Appendix A and Appendix D). At this meeting, the full-time faculty member may voluntarily make available any other information pertinent to the evaluation process.
7. On or before ninety (90) days prior to the end of the academic year, the evaluator shall file a report on the evaluation and conference of each tenured full-time faculty member under his/her jurisdiction with any recommendations that are deemed pertinent with the appropriate vice president. The Vice President will then forward his/her recommendation to the President. The full-time faculty member shall receive a copy of this report.

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

The full evaluation of non-tenured full-time faculty shall be governed by the timeline and activities included in Appendix H and by the following:

1. Formal evaluations of non-tenured full-time faculty members are required each year.
2. An evaluator will be a division chairperson and/or the most suitable administrator as determined by the appropriate Vice President.
3. An evaluator shall visit a class of each full-time instructional faculty or observe full-time academic support faculty in performance of their assigned responsibilities. The full-time faculty member and evaluator shall mutually agree upon the date the visit is to be made and the objectives for that instructional session. Online courses will be evaluated annually and results will be available to all members of the division.

4. The full-time faculty member shall provide to the evaluator a written summary that reviews the full-time faculty member's activities and accomplishments in teaching, including how they have utilized the student feedback received each semester, curriculum development, research/creative achievement, relevant service, or other areas of responsibility.
5. Each non-tenured full-time instructional faculty member shall distribute student evaluation forms (See Appendices B. 1 and B. 2) to all classes each semester. Each non-tenured full-time academic support faculty shall distribute student evaluation forms appropriate to their assigned responsibilities each term. The purpose of conducting these surveys is to provide the full-time faculty member a tool to analyze his/her performance based on student responses. The results of the student evaluations, excluding those for which a grade has not yet been assigned, will be forwarded to the full-time faculty member and the evaluator for inclusion in the full-time faculty member's total evaluation report.
6. After the classroom visit or observation is completed, the evaluator shall hold a conference with the full-time faculty member to discuss the full-time faculty members in-class teaching performance, results of the student evaluations, syllabi and/or course outlines for course taught, other assigned responsibilities, strengths and areas of improvement, contributions to the department, and professional growth using the appropriate evaluation form (See Appendix C and Appendix D). At this meeting, the full-time faculty member may voluntarily make available any other information pertinent to the evaluation process.
7. During the first two years of the non-tenure period, on or before ninety (90) days prior to the end of the academic year, the evaluator shall file a report on the evaluation and conference of each non-tenured full-time faculty member under his/her jurisdiction with any recommendations that are deemed pertinent with the appropriate vice president. The Vice President will then forward his/her recommendations for approval or denial for continued contractual service to the President. The non-tenured full-time faculty member shall receive a copy of this report.
8. The evaluation process, as related to the granting of tenure at the end of the third year (and fourth year as needed) is guided by the following section.

D. GRANTING OF TENURE

The granting of tenure to a non-tenured full-time faculty member who is completing the third consecutive year of full-time employment shall be governed by the timeline and activities included in Appendix H and by the following:

1. Military leaves, maternity leaves, disability leaves, or general leaves of absence shall not be considered eligible to fulfill any part of the three- (3) or four- (4) year probationary requirement.
2. In order for divisions to be consistent with the granting of tenure, division full-time faculty members, excluding the division chair or appropriate supervisor, will vote on non-tenured full-time faculty each year during the probationary period. The first two (2) years involve an unofficial vote. The purpose of unofficial voting is to give the tenure candidate ample feedback regarding the perception of his/her performance. Each year, voting division full-time faculty members will use a standardized form on which to base the granting of tenure. (See Appendix E). In each year of voting, division chairs or appropriate supervisors will announce to all division members the time frame to complete an evaluation form/vote for a specific non-tenured candidate. Non-tenured division full-time faculty members other than the candidate being evaluated may vote in the first and second year. Only tenured full-time faculty members of a division shall vote on whether to grant or deny tenure to the eligible faculty member at the end of the probationary period.

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

Voting conducted during the third year (or fourth year as needed) of the tenure candidate's service to the College will be designated as the official and final tenure vote. Each year, after the voting of tenure has been completed, the votes are to be tabulated and announced at the meeting in which the votes were submitted.

In each year of voting, the division chair or appropriate supervisor will give the tenure candidate a written summary of the division's evaluations and comments, a tally of yes/no votes resulting from the evaluation, and a listing of division full-time faculty members who cast valid votes that year. Evaluation contents will remain anonymous to the tenure candidate in all evaluation summaries received.

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

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

- a. Past student evaluations of the non-tenured full-time faculty. (Not to include student evaluations of courses for which a grade has yet to be assigned.)
- b. Syllabi and/or course outlines prepared by non-tenured full-time faculty members for courses they have taught.
- c. Tenured full-time faculty members of the division also have the option to observe non-tenured full-time faculty members in a classroom or other appropriate setting provided the following conditions are met:
 - 1) The tenured full-time faculty member has informed the division chair of his/her interest in observing a non-tenured full-time faculty member in the performance of their classroom duties.
 - 2) Having informed the division chair of his/her interest the tenured full-time faculty member and the non-tenured full-time faculty member shall mutually agree upon a date the visit is to be made before any visitation is made. Purpose of said visitation is solely to observe the classroom teaching competency or performance of other areas of responsibility of the non-tenured full-time faculty member.
1. Other materials provided by the non-tenured full-time faculty member to tenured full-time faculty members of the division for evaluation purposes.
2. All information utilized to evaluate the non-tenured faculty member's performance shall be confidential and shared only with other tenured faculty members of the division.
3. The evaluator will provide a written recommendation to the appropriate vice president for granting or denying tenure to the eligible full-time faculty member. The results of the evaluation form (See Appendix C and Appendix D) forms, student evaluations, and the voting results of the division's tenure vote should be the three (3) primary tools used in the tenure decision process.
4. The appropriate vice president shall submit not later than ninety (90) days before the end of the school year or term during the school year in which tenure would otherwise be conferred a letter of recommendation to the President for each non-tenured full-time faculty member who has completed three (3) consecutive years of service for either granting of tenure status, the extension of one (1) additional year of non-tenure status, or for dismissal. If a one-year (1) extension is the option the Board selects, the non-tenured full-time faculty member will be given notice not later than sixty (60) days before the end of the school year or the term during the school year in which tenure would otherwise be granted.

5. The letter of recommendation shall include the decision of the majority of the members of the division regarding the granting of tenure to the non-tenured full-time faculty member and the recommendation of the appropriate evaluator.
6. The President shall then forward his recommendation, along with the Vice President's letter of recommendation, to the Board of Trustees for review regarding the conferring of tenure status.
7. The full-time faculty member will be notified no later than five (5) College business days of the Board's decision to terminate employment, offer a one-year (1) probationary period, or grant tenure.

ARTICLE VII

General Provisions

A. ACADEMIC COUNCIL

In order to facilitate ongoing dialogue between full-time faculty and the Administration/Board of Trustees, an Academic Council shall be established according to the following:

1. Composition

- a. One (1) full-time teaching faculty member from each academic division and one (1) full-time academic support faculty member, each selected from the Faculty within their respective divisions to serve a three (3) year, staggered term.
- b. The Vice President for Academic Services and at least two (2) additional administrators appointed by the College President.
- c. Current Association Executive Committee members shall not be eligible to serve on the Council.
- d. The Association President shall serve as an *ex officio* member of the Council, not representing a specific division.
- e. The Council shall be co-chaired by one (1) member representing faculty and one (1) member representing administration, to be selected by the Council members.

2. Meetings

The council shall establish and publish an annual meeting schedule subject to change upon approval of the majority of Council members.

3. Reporting

- a. The Council meeting agendas and minutes will be made available to faculty and administration.
- b. Faculty members of the Council will be placed on the agenda of each monthly division meeting to facilitate communication between the Council and division faculty.
- c. A member of the Council will provide a written statement regarding discussed issues for incorporation into administrative recommendations to the Board of Trustees.

4. Limitations/Restrictions

The Academic Council shall not discuss matters regarding pending negotiations, negotiated items, litigation or grievances.

B. ADMINISTRATION – FULL-TIME FACULTY ISSUE RESOLUTION COMMITTEE

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

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

C. PROCEDURE FOR FUTURE NEGOTIATIONS

1. Parties
 - a. Each party in any negotiations shall select its negotiating representatives. Each negotiating team shall consist of no more than five (5) members.
 - b. Association representatives will be members of the Association.
 - c. Board representation will be members of the Board or the College administration at the option of the Board.
 - d. During negotiations, each team shall have the prerogative of having two (2) consultants at any one (1) meeting, changing consultants between meetings if that team so desires.
 - e. Membership of the teams shall not be changed during the course of negotiations, except in unavoidable circumstances.
2. Time

If either the Association or the College desires to change, terminate or modify this agreement, a written notice shall be given by either party to the other not later than March 1 of the appropriate year in which the agreement is due to expire.

Negotiations will begin no later than thirty (30) days after the March 1st date, unless extended by mutual agreement of the parties following the submission of a written request by either party.

3. Meeting Time, Places, Rules

- a. Meeting time, places, rules will be as follows: Negotiating sessions shall be in a mutually agreed upon location.
- b. Negotiation meetings shall be held at times that do not conflict with scheduled College commitments.
- c. Either team may caucus at any time during the negotiating session for ten (10) minutes. A longer caucus must be mutually agreed upon.
- d. During negotiations, all materials submitted by either team to the other team will be initialed by all negotiating members present to indicate receipt of the information. During negotiations, agreed upon material shall be prepared for the Board and the Association and signed prior to the adjournment of the meeting at which agreement was reached.
- e. Postponement or canceling of scheduled negotiating meetings must have consent of representatives of the Board and the Association. Any such requests must be made at least twenty-four (24) hours in advance of the meetings, except in cases of unavoidable emergencies.

4. Agreement

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

5. Definition of Impasse

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

6. Mediation

- a. Once commenced, bargaining must continue for at least a sixty (60) day period, or until a contract is entered into. If the parties have not reached agreement by ninety (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 fifteen (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 forty-five (45) days of the scheduled start of the school year - either party may request mediation whether impasse has been reached or not, or the IELRB may initiate mediation if the parties are at impasse. Whether or not the mediator performs fact-findings and makes written findings and recommendations is to be determined by agreement between the parties.

- b. If the parties cannot reach agreement through negotiation (or mediation), they may upon mutual consent, but are not required to, submit unresolved issues concerning the terms of a new agreement to final and binding arbitration.
- c. Costs for consultants chosen by any party shall be paid by that party. The costs for the mediator shall be shared equally by the Board and the Association.

D. PRECEDENCE OF AGREEMENT

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

E. NON-INTERRUPTION OF SERVICES

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

ARTICLE VIII Grievance Procedure

A. DEFINITION & PURPOSE

A grievance is defined as an alleged violation, misinterpretation, or misapplication of a specific article or section of this contractual agreement. The process outlined in this article seeks to enable all parties to work together to seek a resolution at the lowest possible level.

B. GUIDELINES

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

9. 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.

C. GRIEVANCE STEPS

1. Informal Stage:

A grievant(s), who within forty (40) contractual days after the alleged grievance became known to the grievant believes his or her rights have been abridged as provided in this contract, shall notify the immediate supervisor that the informal stage has begun and make an attempt to resolve any grievance in an informal verbal discussion between the full-time faculty member and his or her immediate supervisor. The informal stage can be extended for as long as both parties agree. The informal stage will end upon the full-time faculty member(s) filing a written grievance with the supervisor or the supervisor giving written notice to the full-time faculty member(s) of the supervisor's investigation summary, conclusion, and rationale.

2. Formal Stage:

- a. Step One. If the grievance is not resolved in the informal stage, the grievant may, file a written grievance with the immediate supervisor at any time, but no later than ten (10) contractual days after the date of the written notice of the supervisor's decision. A statement of the grievance shall contain: date, name of the grievant(s) involved, statement of the facts giving rise to the grievance, identification of all provisions of this contract alleged to be violated, statement of the contention of the grievant(s), a summary of the informal stage, signature(s) of the grievant(s), and indication of the settlement requested. Within ten (10) contractual days after the date of the written grievance, the immediate supervisor will provide a written response including a summary of the informal stage, his or her conclusions based on investigation and research, and any proposed remedy in regard to the grievance. The immediate supervisor's written response shall be forwarded to the grievant(s), with copies forwarded to the Association President and to the appropriate dean/ vice president.
- b. Step Two. If the grievance is not resolved in step one of the formal stage, the grievant(s) may, within ten (10) contractual days after the filing of the decision of the immediate supervisor, submit to the appropriate dean or

vice president a written statement of the grievance signed by the grievant(s). Within ten (10) contractual days after receipt of the written statement of the grievance, the appropriate vice president shall arrange conferences with the grievant(s) and the immediate supervisor to discuss the grievance, by mutual agreement said conferences may include all parties. Within ten (10) contractual days after the final conference, the vice president shall provide a written response including his or her conclusions based on investigation and research and any proposed remedy to the grievance with the grievant(s) and the immediate supervisor and shall forward copies to the College President and to the Association President.

- c. Step Three. If the grievance is not resolved in step two of the formal stage, the grievant(s) may, within ten (10) contractual days after the filing of the decision of the appropriate dean or vice president, submit to the President of the College a statement of the grievance signed by the grievant(s). Within ten (10) contractual days after receipt of the statement of the grievance, the President shall arrange a conference with the grievant(s) to discuss the grievance. Within ten (10) contractual days after the final conference, the President shall provide a written response including his or her conclusions based on investigation and research and any proposed remedy to the grievance with the grievant(s) and the Association.
- d. Step Four. If the grievance is not resolved in Step Three, the grievant(s) may, within ten (10) contractual days of filing of the decision of the President of the College, submit the grievance to the Board of Trustees. The President of the College shall forward all written statements pertaining to the grievance along with a copy of the grievant(s)' statement of grievance to the Board. If the statement of grievance is received one (1) week prior to the regular monthly Board meeting, the grievance will be placed on the agenda for the Board meeting, or if received subsequent to the aforementioned deadline date, at the next regularly scheduled meeting. The Board shall review all documents submitted by the grievant and the College President pertaining to the grievance and may, at its discretion, hold hearings and conferences and, if desirable, seek further information pertaining to the grievance. The grievant(s) upon request will be granted a hearing with the Board at that Board meeting. The Board shall render a decision at said meeting. Within ten (10) contractual days, the Board will file with the grievant(s) and the Association a written disposition of its decision.
- e. Step Five. If the grievance is not resolved satisfactorily, the Association, within thirty (30) days after receipt of the written reply from step four, may submit a demand in writing to enter into binding arbitration. The Federal Mediation and Conciliation Service will be requested to provide a panel of at least five (5) arbitrators under the Voluntary Labor Arbitration Rules. Selection of the arbitrator shall be made by the parties alternately striking

a name from the list provided until one (1) name remains and this named person shall serve as arbitrator. The party eligible for the first deletion shall be determined by chance.

D. ARBITRATION

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

ARTICLE IX Correctional Center Full-Time Faculty

1. Only Vandalia Correctional Center full-time faculty are covered under this contract.
2. The College and the Association acknowledge that the provisions within this collective bargaining agreement govern grant-funded full-time faculty members currently teaching at Vandalia Correctional Center in the following areas:
 - a. Article I, Recognition, Definitions, and Rights.
 - b. From Article III, Salary Guidelines:
 - Initial placement for new full-time faculty (II, G)
 - c. From Article IV, Benefits:
 - Life insurance (IV, C1)
 - Health, major medical, and dental insurance (IV, A)
 - Retirement Provisions (IV, G)
 - Worker's Compensation (IV, H)
 - Tuition Waiver (IV, B)
 - Leave for Jury Duty or Court Attendance (IV, C8)
 - Maternity and Parental Leave (IV, C6)
 - Family and Medical Leave (IV, C7)
 - Full-Time Faculty Benefits While on Leave (IV, C10)
 - Military Leave (IV, C9), and Training/Retraining Program (IV, E).
 - d. Article VIII, Grievance Procedure.
 - e. From Article V, Professional Rights and Responsibilities:
 - Intellectual Property Rights (V, A,B), Anti-Harassment (V,H), Full-time faculty Personnel File (V,G), and Discipline and Discharge (V,I).
 - f. Article VI, Performance Evaluation of Full-Time Faculty Members: All provisions apply, excluding student evaluations, which are not performed.
 - g. Article VII, General Provisions.
3. The College and the Association acknowledge that the contract between Lake Land College and the Department of Corrections govern grant-funded full-time faculty members teaching at Vandalia Correctional Center in the following areas:

- a. Conditions of Employment: Instructional loads, travel policy, Sick Leave, Vacation, Bereavement, Sabbatical Leave, General Leave of Absence, Planned Retirement Program, Salary Guidelines and Flex Work.
 - b. Professional Rights and Responsibilities: Job Description.
 - c. In the event that correctional educational services are canceled by action of the Department of Corrections, full-time faculty shall continue to report to their workstation in accordance to their normal work schedule. During periods of lock down, full-time faculty may be assigned non-instructional duties which do not require specialized training nor require use of force, weapons or direct conflicts with inmates. Full-time faculty may elect to use vacation days in lieu of providing such services.
 - d. Full-time faculty are required to report to the appropriate Associate Dean any close associate, relative, family member or friend who they know are employed by the Department of Corrections or another contractor with the Department of Corrections or is incarcerated within the Illinois Department of Corrections.
 - e. Full-time faculty shall not accept any secondary employment in which the full-time faculty member knowingly comes in frequent contact with an inmate or releasee nor shall full-time faculty knowingly socialize with or engage in any business transactions with any inmate or releasee or a relative or known close associate of an inmate or releasee except in the performance of an assignment which has been approved by his/her immediate supervisor.
4. The Illinois Department of Corrections' contract with the College determines annual salary increases for those full-time faculty members teaching at Vandalia.
 5. The College and the Association acknowledge that grant-funded full-time faculty members currently covered by this collective bargaining agreement (i.e., those full-time faculty teaching at Vandalia Correctional Center prior to the date this agreement was signed) and who remain under this agreement shall maintain seniority rights for any and all services they are qualified to render in the event of a reduction in force. In the event of a reduction in force, all grant-funded full-time faculty members who become members of this bargaining unit after July 1, 2004 will have seniority rights limited to other grant-funded positions in which they are deemed qualified to render a service.
 6. The College and the Association acknowledge that future grant-funded full-time faculty members who become members of this bargaining unit after July 1, 2004 will have annual salary increases determined by the guidelines established by the Department of Corrections. These same criteria would apply to other grant-funded positions covered by faculty contract.

7. The College and the Association acknowledge that full-time faculty working within a Department of Corrections facility operate under a fiscal year calendar of July 1 to June 30th and do not operate under the Academic year as stated in Article I, A.1.
8. The College and the Association acknowledge that full-time faculty working within a Department of Corrections facility shall receive approved time off in accordance with the Department of Corrections contract.
9. The College and the Association acknowledge that in the event of unforeseen changes in the annual Department of Corrections contract with the College (i.e. those not listed under Article I.D.), the Department of Corrections contract will prevail.
10. Salary level for initial placement:

Level	2023-2024, 2024-2025, 2025-2026
	Minimum Base Salary – (12 month)
*T (Technical)	\$37,483
T+15 credit hours	\$38,183
T+30	\$38,883
T+45	\$39,583
A (Associate)	\$40,283
A+15	\$40,983
A+30	\$41,683
A+45	\$42,383
B (Bachelor)	\$43,083
B+15	\$43,783
M (Master)	\$44,483
M+15	\$45,183
M+30	\$45,883
M+45	\$46,583
PhD	\$47,283
<i>*Requires a minimum of 2,000 hours of work experience in the area</i>	

EFFECT AND DURATION OF CONTRACT

This agreement shall be effective as of August 18, 2023 and shall be in full force and effect up to and including the day preceding the beginning of the 2023-2024 academic year

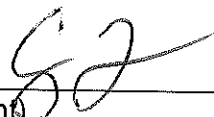
IN WITNESS WHEREOF, the parties hereto have executed this agreement this 8th day of May 2023.

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

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



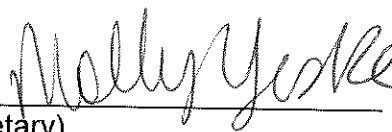
(Chairman)



(President)



(Secretary)



(Secretary)

Appendix A (page 1 of 3)

REVIEW OF THE TENURED FULL-TIME INSTRUCTIONAL FACULTY MEMBER

Name of faculty member: _____ Division: _____

Position: _____

I. TEACHING PERFORMANCE (CHECKLIST):

Class: _____ Time: _____ Date: _____

Rating System:

4 = Excellent performance that consistently exceeds expectations.

3 = Good performance that consistently meets expectations.

2 = Performance that needs improvement.

1 = Performance that is unsatisfactory.

N/O = Not Observed/Not Applicable

Please circle the response that is most appropriate: The full-time instructional faculty member ...

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

TEACHING PERFORMANCE (EVALUATOR COMMENTS):

INSTRUCTOR USE OF STUDENT FEEDBACK RECEIVED (EVALUATOR COMMENTS):

Appendix A (page 2 of 3)

II. NON-TEACHING PERFORMANCE (CHECKLIST):

- | | | |
|--|-----|----|
| 1. Carries out academic advisement responsibilities in a positive and helpful way: | Yes | No |
| 2. Is willing to devote time and energy to the development and improvement of curricular materials, pedagogical processes, and related programs: | Yes | No |
| 3. Cooperates, collaborates, and promotes an environment of collegiality with peers: | Yes | No |
| 4. Maintains a high standard of professional ethics: | Yes | No |
| 5. Attends all scheduled, contractually-required meetings: | Yes | No |
| 6. Completes assigned duties: | Yes | No |
| 7. Professional Responsibilities | | |
| a. Uses standardized syllabus content | Yes | No |
| b. Responds to students within 1 College business day | Yes | No |
| c. Appropriately withdraws students by 10 th day that did not attend or communicate | Yes | No |
| d. Notifies students of their grades at a minimum of mid-term and within 1 week of the drop deadline | Yes | No |
| e. Conduct at least one advising session per student per semester prior to clearing | Yes | No |

NON-TEACHING PERFORMANCE (EVALUATOR COMMENTS):

Appendix A (page 3 of 3)

III. SUMMARY OF EVALUATION:

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

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

Signature of Evaluator: _____ Date: _____

Signature of Full-Time Faculty Member: _____ Date: _____

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

** The full-time faculty member shall provide to the evaluator a written summary that reviews the full-time faculty member's activities and accomplishments in teaching, including how he/she has utilized the student feedback received each semester, curriculum development, research/creative achievement, relevant service, activities associated to the College's strategic initiative or other areas of responsibility since the last formal evaluation. This written summary shall be attached to the evaluation.*

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

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

Appendix B.1

**LAKE LAND COLLEGE
STUDENT EVALUATION OF COURSE AND
FULL-TIME INSTRUCTIONAL FACULTY**

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

Course Title _____ Section Number _____

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

Please circle the response most appropriate

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

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

Comments about the instructor: _____

Comments about the course: _____

Appendix B.2

**LAKE LAND COLLEGE
STUDENT EVALUATION OF ONLINE COURSE AND
FULL-TIME INSTRUCTIONAL FACULTY**

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

Course Title _____ Section Number _____

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

Choose the most appropriate response to the following statements.

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

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

Comments about the instructor: _____

Comments about the course: _____

Appendix C (page 1 of 3)

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

Name of faculty member: _____ Division: _____

Position _____ Year of appointment _____

I. TEACHING PERFORMANCE (CHECKLIST):

Class: _____ Time: _____ Date: _____

Rating System:

4 = Excellent performance that consistently exceeds expectations.

3 = Good performance that consistently meets expectations.

2 = Performance that needs improvement.

1 = Performance that is unsatisfactory.

N/O = Not Observed/Not Applicable

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

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

TEACHING PERFORMANCE (EVALUATOR COMMENTS):

Appendix C (page 2 of 3)

II. NON-TEACHING PERFORMANCE (CHECKLIST):

- | | | |
|--|-----|----|
| 1. Carries out academic advisement responsibilities in a positive and helpful way: | Yes | No |
| 2. Is willing to devote time and energy to the development and improvement of curricular materials, pedagogical processes, and related programs: | Yes | No |
| 3. Cooperates, collaborates, and promotes an environment of collegiality with peers: | Yes | No |
| 4. Maintains a high standard of professional ethics: | Yes | No |
| 5. Attends all scheduled, contractually-required meetings: | Yes | No |
| 6. Completes assigned duties: | Yes | No |
| 7. Professional Responsibilities | | |
| a. Uses standardized syllabus content | Yes | No |
| b. Responds to students within 1 College business day | Yes | No |
| c. Appropriately withdraws students by 10 th day that did not attend or communicate | Yes | No |
| d. Notifies students of their grades at a minimum of mid-term and within 1 week of the drop deadline | Yes | No |
| e. Conduct at least one advising session per student per semester prior to clearing | Yes | No |

NON-TEACHING PERFORMANCE (EVALUATOR COMMENTS):

Appendix C (page 3 of 3)

III. SUMMARY OF STUDENT EVALUATIONS:

Strengths:

Area(s) of Improvement:

IV. SUMMARY OF EVALUATION:

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

Signature of Evaluator: _____ Date: _____

Signature of Faculty Member: _____ Date: _____

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

**The full-time faculty member shall provide to the evaluator a written summary that reviews the full-time faculty member's activities and accomplishments in teaching, including how he/she has utilized the student feedback received each semester, curriculum development, research/creative achievement, relevant service, activities associated to the College's strategic initiative or other areas of responsibility since the last formal evaluation. This written summary shall be attached to the evaluation.*

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

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

Appendix D (page 1 of 4)

REVIEW OF FULL-TIME ACADEMIC SUPPORT FACULTY

Name of full-time faculty member _____

Evaluator _____

Directions:

Please circle the response that is most appropriate and include any comments in the space provided.

Rating System:

4 = Excellent performance that consistently exceeds expectations.

3 = Good performance that consistently meets expectations.

2 = Performance that needs improvement.

1 = Performance that is unsatisfactory.

N/O = Not Observed/Not Applicable

PROFESSIONAL PERFORMANCE

1. ENERGY LEVEL 4 3 2 1 N/O
 (Works hard; has a sense of urgency)

Comments:

2. DECISION MAKING SKILLS 4 3 2 1 N/O
 (Makes timely decisions based on sound judgment; has the strength of his/her conviction)

Comments:

3. RESPONSIBILITY LEVEL 4 3 2 1 N/O
 (Accepts responsibility for both the success and failures of work that has been done personally, by subordinates, or by the entire institution; seeks and accepts new responsibilities)

Comments:

Appendix D (page 2 of 4)

4. **WORK BEHAVIOR** 4 3 2 1 N/O
 (Works as part of the management team; work reflects a desire to be a part of organizational success as much as or more than personal success; continues professional working relationships with other staff members during times of stress or personal disagreement)
 Comments:
5. **WORKING RELATIONSHIPS** 4 3 2 1 N/O
 (Stimulates subordinates; is a good listener; maintains openness and is considerate of others; involves others in problem resolution and decisions.
 Comments:
6. **COMMUNICATIONS** 4 3 2 1 N/O
 (Communicates in a clear, timely and effective manner; keeps others informed; communicates his/her expectations)
 Comments:
7. **PROBLEM SOLVING SKILLS** 4 3 2 1 N/O
 (Resolves problems; recommendations for solutions reflect thorough and penetrating analysis of facts and issues)
 Comments:
8. **SUPERVISION SKILLS** 4 3 2 1 N/O
 (Clearly specifies responsibility; delegates assignments without undue interference yet is well aware of the state of operations; follows up the assignment of tasks to completion)
 Comments:

Appendix D (page 3 of 4)**9. ORGANIZATIONAL ABILITY**

4 3 2 1 N/O

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

Comments:

10. TECHNICAL KNOWLEDGE/SKILLS

4 3 2 1 N/O

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

Comments:

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

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

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

The full-time faculty member shall provide to the evaluator a written summary that reviews the full-time faculty member's activities and accomplishments in teaching, including how he/she has utilized the student feedback received each semester, curriculum development, research/creative achievement, relevant service, activities associated to the College's strategic initiative or other areas of responsibility since the last formal evaluation. This written summary shall be attached to the evaluation.

Appendix D (page 4 of 4)

RECOMMENDATION

I do _____ do not _____ recommend this full-time faculty for continued employment with Lake Land College.

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

(Signature of Full-Time Faculty Member)

(Signature of Evaluator)

Date: _____

Date: _____

Appendix E (page 1 of 4)

Non-Tenured Full-Time Faculty Performance Evaluation Conducted by Division Faculty

NOTE: Non-tenured division full-time faculty members other than the candidate being evaluated may vote in the first and second year. Only tenured full-time faculty of a division shall vote on whether to grant or deny tenure at the end of the probationary period.

Division: _____

Semester & Year: _____

Non-tenured full-time faculty member being evaluated: _____

Year of faculty evaluation: (check one box)

1st yr.

2nd yr.

3rd yr.

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

1= very poor, great deal of improvement needed

2= below average, needs some improvement

3= satisfactory

4= above average

5 = excels, is a strong candidate in this area

N/O = No opportunity to observe

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

1. **Energy Level:** (Hard working, motivated)

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

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

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

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

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

Appendix E (page 2 of 4)

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

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

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

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

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

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

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

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

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

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

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

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

Appendix E (page 3 of 4)

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

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

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

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

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

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

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

Recommend for tenure

Do not recommend for tenure

List any additional reasons or examples that support your decision.

Appendix F (Page 1 of 2)

Additional Duty Compensation Worksheet

Note: At least 90 points of items must be accumulated before compensation starts. All faculty members are required to complete many of the items included on this sheet as part of their normal work duties without additional compensation. The additional compensation starts when a faculty member completes a significantly large number of these items. Use of this worksheet excludes directors and division chairs already receiving additional compensation for their duties. Please refer to the guidance document located in S:\Academics\Academics Forms for documentation requirements.

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

Colleague # _____ Signature: _____

1. **Programs listed in the catalog as of 10th day fall semester**

Number of degree or certificates 30 hours and over _____ X 30 Points each _____

Number of certificates under 30 hours _____ X 10 Points each _____
2. **Assessment plans directly responsible for**

Number of degree or certificate programs 30 hours and over _____ X 30 Points each _____

Number of certificate programs under 30 hours _____ X 10 Points each _____

Lead instructor course assessment per course section _____ X 2 Points each _____
3. **Program enrollment - Number of students enrolled in degrees and certificates you are directly responsible for as of 10th day fall semester.**

41 - 60 Students	5 Points	_____
61 - 80 Students	10 Points	_____
81 - 100 Students	15 Points	_____
101 - 120 Students	20 Points	_____
Continues as above		
4. **Curriculum development**

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

Number of new degrees or certificates under 30 hours accepted by the Curriculum Committee _____ X 15 Points each _____
5. **New Textbook or OER Resources**

Number of new textbook requests submitted and approved by the bookstore annually (limit one per course) and course outline updated to reflect new book/contents _____ X 10 Points each _____

Number of new OER books/resources put into use (limit one per course) and course outline updated to reflect new book/contents _____ X 10 Points each _____
6. **Recognized club advisor**

Club sponsor	20 Points	_____
Club co-sponsor	10 Points	_____
7. **Advisory committee activity**

Convened a recognized Advisory Committee in the last 12 months 30 Points _____

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- 8. Promotion activities**
 Marketing materials distributed in the last 12 months (such as: social media ads, promotional mailings, electronic mailings, etc.) _____ X 5 Points each _____
 Number of new brochures or other marketing materials developed _____ X 10 Points each _____
 Number of brochures or other marketing materials substantially revised _____ X 5 Points each _____
- After hours or off-campus recruitment time per hour (not part of regular job duties) with prior supervisor approval _____ X 5 Points each _____
- 9. Articulation activity**
 Number of new articulation or 2 + 2 agreements signed with high schools or 4 year institutions _____ X 10 Points each _____
 Development of new Perkins program of study _____ X 40 Points each _____
 Updating existing Perkins program of study _____ X 15 Points each _____
- 10. Instructor certification is "required" for Lake Land to be able to offer a specific course or program and certification is earned in the last 12 months.**
 Certification 30 Points _____
- 11. Optional certification earned in the last 12 months, (field affiliation required)**
 Certification 20 Points _____
- 12. State or National Board/Panel participation (field affiliation required)**
 Board/Panel member 5 Points _____
 Board/Panel officer 10 Points _____
- 13. Assistance (please subtract from total)**
 Number of other faculty assigned specifically to your discipline (Not applicable if submitted as a co-application.) X -20 Points each _____
- _____ **overload hours earned** (see scale below) **Total Points:**

Supervisor's Signature (if approved)

Date

Annual Compensation Scale

- | | |
|--|--|
| 90-115 = .5 hour of overload assignment stipend | 316-340 = 5 hours of overload assignment stipend |
| 116-140 = 1 hour of overload assignment stipend | 341-365 = 5.5 hours of overload assignment stipend |
| 141-165 = 1.5 hours of overload assignment stipend | 366-390 = 6 hours of overload assignment stipend |
| 166-190 = 2 hours of overload assignment stipend | 391-415 = 6.5 hours of overload assignment stipend |
| 191-215 = 2.5 hours of overload assignment stipend | 416-440 = 7 hours of overload assignment stipend |
| 216-240 = 3 hours of overload assignment stipend | Continues as above |
| 241-265 = 3.5 hours of overload assignment stipend | |
| 266-290 = 4 hours of overload assignment stipend | |
| 291-315 = 4.5 hours of overload assignment stipend | |

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

ARTICLE III B. TENURE

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

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

(110 ILCS 805/3B-3) Sec. 3B-3. Dismissal of Non-tenure Faculty Member. Every Board shall provide by rule or contract for a procedure to evaluate the performance and qualifications of non-tenure faculty members. If the implementation of such procedure results in a decision to dismiss a non-tenure faculty member for the ensuing school year or term, the Board shall give notice thereof to the faculty member not later than 60 days before the end of the school year or term. The specific reasons for the dismissal shall be confidential but shall be issued to the teacher upon request. If the Board fails to give such notice, within the time period, the faculty member shall be deemed reemployed for the ensuing school year. If the Board fails to give such notice within the time provided during the third year, or during the fourth year in the case of a one year extension, the faculty member shall enter upon tenure during the ensuing school year or term. (Source: P.A. 81-1100.)

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(110 ILCS 805/3B-4) Sec. 3B-4. Dismissal of Tenured Faculty Member for Cause. If a dismissal of a tenured faculty member is sought for cause, the board must first approve a motion by a majority vote of all its members. The specific charges for dismissal shall be confidential but shall be issued to the tenured faculty member upon request. The Board decision shall be final unless the tenured faculty member within 10 days requests in writing of the Board that a hearing be scheduled. If the faculty member within 10 days requests in writing that a hearing be scheduled, the Board shall schedule such hearing on those charges before a disinterested hearing officer on a date no less than 45 days, nor more than 70 days after the adoption of the motion. The hearing officer shall be selected from a list of 5 qualified arbitrators provided by a nationally recognized arbitration organization. Within 10 days after the teacher receives the notice of hearing, either the Board and the teacher mutually or the teacher alone shall request the list of qualified hearing officers from the arbitration organization. Within 5 days from receipt of the list, the Board and the teacher, or their legal representatives, shall alternately strike one name from the list until one name remains. The teacher shall make the first strike. Notice of such charges shall be served upon the tenured faculty member at least 21 days before the hearing date. Such notice shall contain a bill of particulars. The hearing shall be public at the request of either the tenured faculty member or the Board. The tenured faculty member has the privilege of being present at the hearing with counsel and of cross-examining witnesses and may offer evidence and witnesses and present defenses to the charges. The hearing officer upon request by either party may issue subpoenas requiring the attendance of witnesses and production of documents. All testimony at the hearing shall be taken under oath administered by the hearing officer. The hearing officer shall cause a record of the proceedings to be kept and the Board shall employ a competent reporter to take stenographic or steno-type notes of all testimony. The costs of the reporter's attendance and services at the hearing and all other costs of the hearing shall be borne equally by the Board and the tenured faculty member. Either party desiring a transcript of the hearing shall pay for the cost thereof. If in the opinion of the Board the interests of the district require it the Board, after 20 days notice, may suspend the tenured faculty member pending the hearing, but if acquitted, the tenured faculty member shall not suffer the loss of any salary by reason of the suspension. The hearing officer shall, with reasonable dispatch, make a decision as to whether or not the tenured faculty member shall be dismissed and shall give a copy of the decision to both the tenured faculty member and the Board. The decision of the hearing officer shall be final and binding. (Source: P.A. 81-1100.)

(110 ILCS 805/3B-5) Sec. 3B-5. Reduction in Number of Faculty Members. If a dismissal of a faculty member for the ensuing school year results from the decision by the Board to decrease the number of faculty members employed by the Board or to discontinue some particular type of teaching service or program, notice shall be given the affected faculty member not later than 60 days before the end of the preceding school year, together with a statement of honorable dismissal and the reason therefore; provided that the employment of no tenured faculty member may be terminated under the provisions of this Section while any probationary faculty member, or any other employee with less seniority, is retained to render a service which the tenured employee is competent to render. In the event a tenured faculty

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member is not given notice within the time herein provided, he shall be deemed reemployed for the ensuing school year. Each board, unless otherwise provided in a collective bargaining agreement, shall each year establish a list, categorized by positions, showing the seniority of each faculty member for each position entailing services such faculty member is competent to render. Copies of the list shall be distributed to the exclusive employee representative on or before February 1 of each year. For the period of 24 months from the beginning of the school year for which the faculty member was dismissed, any faculty member shall have the preferred right to reappointment to a position entailing services he is competent to render prior to the appointment of any new faculty member; provided that no non-tenure faculty member or other employee with less seniority shall be employed to render a service which a tenured faculty member is competent to render. (Source: P.A. 86-501.)

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

Appendix H (page 1 of 4)

Annual Review Process for Non-Tenured Full-Time Faculty Overview and Timeline (Spring hires in parentheses)

August (January)	Non-tenured faculty member and supervisor meet to review position description and discuss goals and areas for improvement for the year.
September (Jan.--Feb.)	<p>Non-tenured faculty member and supervisor meet with other faculty within division (tenured and non-tenured) to review timeline and discuss goals and areas for improvement established for the year. Discussion includes review of the evaluation (Appendix C or D) to be completed by the supervisor and of the <i>Non-Tenured Faculty Performance Evaluation</i> (Appendix E) to be conducted by the division tenured faculty.</p> <p>Non-tenured faculty meets with faculty mentor to discuss goals and timeline.</p>
Sept. – Nov. (Jan.—March)	<p>Supervisor and non-tenured faculty member schedule and conduct at least one session for supervisor to observe faculty member's work with students. Supervisor completes a written summary of observations.</p> <p>Tenured faculty members of the division may observe non-tenured faculty members' work with students. The tenured faculty member must notify the supervisor and arrange, in advance, a mutually agreeable date with the non-tenured faculty member. Outcomes of the observation shall be confidential and shared only with other tenured faculty members in the division after all other observations have been completed.</p> <p>Non-tenured faculty member continues to meet with faculty mentor.</p>
November (April—May)	Non-tenured faculty member distributes evaluations to all students taught/served during the month. Completed evaluations are returned to the supervisor for compilation. (The timeframe may be modified if needed.)
December (May—July)	<p>Supervisor completes summary of student evaluations.</p> <p>The non-tenured faculty member shall provide to the evaluator a written summary that reviews the faculty member's activities and accomplishments in teaching, including how he/she has utilized the student feedback received each semester, curriculum development, research/creative achievement, relevant service, activities associated to the College's strategic initiative or other areas of responsibility since the last formal evaluation. This written summary shall be attached to the evaluation.</p>
January	Supervisor holds conference with non-tenured faculty member to

(Aug.—Sept.) discuss the supervisor's observations of work with students, the non-tenured faculty member's summary of accomplishments, strengths and areas of improvement, contributions to the department and professional growth using the *Review of the Full-Time Non-Tenured Instructional Faculty Member* (Appendix C) or *Review of Full-Time Academic Support Faculty Member* (Appendix D) forms. At this meeting, the non-tenured faculty member may voluntarily make available any other information pertinent to the evaluation process.

All information used to evaluate the non-tenured faculty member's performance shall be confidential and shared only with other tenured faculty members of the division.

Supervisor provides copy of *Non-Tenured Faculty Performance Evaluation* form to other faculty within the division and a meeting for the faculty is scheduled one to two weeks from distribution of the evaluation form. All evaluation forms must be returned to the supervisor prior to or at the designated meeting. Once submitted, an evaluation form/vote cannot be changed. The supervisor does not participate in voting.

NOTE: Division faculty may use past student evaluations, materials prepared for students by the non-tenured faculty, personal notes from scheduled observations of the non-tenured faculty and other materials provided by the non-tenured faculty member in evaluating the non-tenured faculty member's performance.

During Years 1 and 2, all tenured and non-tenured faculty (except the candidate) may submit an evaluation form and attend the designated meeting. The evaluation is designed to give the tenure candidate ample feedback regarding the perception of his/her performance.

During Year 3, only tenured faculty may submit an evaluation form and attend the designated meeting. Voting at this time will be designated as the official and final tenure vote.

February
(September)

(All must be completed on or before 90 days prior to end of the second full term.)

Supervisor meets with division faculty to review evaluation process and collect any *Non-Tenured Faculty Performance Evaluations* not previously submitted. Results of the evaluation/tenure vote will be tabulated and announced at the meeting.

Supervisor provides to the non-tenured faculty member a written summary of the evaluations and comments and a list of division members who participated in the evaluation process. In each year, the summary includes a tally of the yes/no tenure votes and a listing of the faculty who cast valid votes.

Supervisor files a report on the evaluation and conference of non-tenured faculty member with any pertinent recommendations to the Vice President. In Year 3, the supervisor provides a written recommendation for granting or denying tenure. The three primary tools used in the tenure decision process should be the results of the evaluation completed by the supervisor (Appendix C or D), student evaluations, and the voting results of the *Non-Tenured Faculty Performance Evaluation* conducted by the division tenured faculty.

The Vice President forwards a recommendation for approval or denial of continued contractual service to the President.

In Year 3, the recommendation includes either granting of tenure status, the extension of one additional year of non-tenure status, or dismissal. The letter of recommendation includes the decision of the majority of the members of the division regarding the granting of tenure and the recommendation of the supervisor.

The non-tenured faculty member receives a copy of the recommendation.

March
(October)

Recommendation goes to the Board of Trustees.

Faculty member is notified no later than 5 College business days after the Board's decision.

Non-tenured faculty member and supervisor meet to establish goals/areas for improvement for the next year. The non-tenured faculty member shares the goals/areas for improvement with the other faculty in the division.

Appendix H (page 4 of 4)**Sample Overview of Goals**

(to be enhanced according to position)

Year 1 Goals

1. Demonstrate ability to meet responsibilities and perform essential functions of the position.
2. Demonstrate performance in support of the College's values and expected behaviors.
3. Develop relationships with colleagues across the College through participation in committees and other assignments.
4. Identify areas for development during year 2

Year 2 Goals

1. Demonstrate competence in independently meeting responsibilities and performing essential functions of the position.
2. Additional goals developed based on year 1 review

Year 3 Goals

1. Demonstrate mastery in independently meeting responsibilities and performing essential functions of the position.
2. Additional goals developed based on year 2 review

MEMORANDUM OF UNDERSTANDING

This **MEMORANDUM OF UNDERSTANDING** (the “MOU”) is entered into this 4th day of May 2023, between the Board of Trustees of Lake Land College (the “College”) and the Lake Land College Faculty Association IFT-AFT, Local 2296, AFL-CIO (the “Union”) (collectively, the “Parties”).

WHEREAS, the College and the Union have previously executed a collective bargaining agreement (the “CBA”), effective Academic Year(s) 2023-2024, 2024-2025, 2025-2026;

WHEREAS, the Parties desire to enter into an agreement in which they will work together to achieve the various aims and objectives of a Faculty Ranking System;

AND WHEREAS are desirous to enter into a MOU between them, setting out the working arrangements that each of the two Parties agree that are necessary to complete the project.

1. Purpose and Scope

The purpose of this MOU is to provide a frame work, the scope of work, terms and conditions, and responsibilities of the Parties associated with their work on the Faculty Ranking System Project. The obligations of the Parties will end at the end of the Academic Year 2025-2026.

The scope of this MOU is to provide a vehicle to recognize contributions to academics, service, and community involvement. The intent of this Project is to provide transparency and equity among faculty workload.

2. Membership

The project will be led by the Faculty Rank Task Force (“Task Force”). The Task Force Membership will consist of members of the 2023 Negotiations Committee. The Task Force will be comprised of an equal number of faculty and administrative members. A quorum of three faculty and three admin members is required for action. This Task Force will lead the creation, implementation, evaluation, and dispute resolution arising from the Faculty Rank System. The Task Force is required to solicit input from various College personnel based upon expertise needed. The Task Force will create and select members of advisory groups to assist at all levels of creation, implementation, and evaluation. The Task Force will replace any member who is unable to fulfill their commitment.

3. Responsibilities

The Parties agree that the circumstances leading to the creation of this MOU are unique and that entering into this MOU will not constitute a binding precedent for addressing any future issues.

4. Timeline

The Parties will endeavor to follow this specified timeline:

Spring 2023	MOU to establish Task Force is published and communicated with all parties. College and Union (by a vote of the members in the same manner as contract is approved) must approve the MOU.
Summer 2023—Fall 2023	Research best practices and develop the Faculty Rank System. Communicate Project updates at faculty-cabinet meetings.

Spring 2024	MOU to implement Faculty Rank System is published and communicated with all parties. College and Union (by a vote of the members in the same manner as contract is approved) must approve the MOU. Communicate Project updates at faculty-cabinet meetings.
Summer 2024	Develop institutional processes and procedures to implement the Faculty Rank System.
Fall 2024—Spring 2025	Assess the implementation of the system. Troubleshoot and resolve unforeseen problems with the system. Communicate Project end-of-year update at faculty-cabinet meeting.
Summer 2025	Troubleshoot and resolve process and procedure pain points.
Fall 2025	Create a written formative evaluation of the Faculty Rank System that includes suggestions for improvement and continuance of the system. The Task Force must solicit input from faculty and administration for inclusion in this assessment. Communicate Project end-of-year update at faculty-cabinet meeting.
Spring 2026	Faculty Rank System is incorporated into the next contract negotiation cycle.

5. Examples of Task Force Outcomes

This is not an inclusive list and will not encompass all aspects of the development of the system. The Task Force may adjust this list as needed to meet the needs of the Project.

1. Create a faculty rank system.
2. Create a list of activities that qualify for faculty ranks.
3. Develop a list of committees and task force and their relative workload.
4. Develop a list of service activities and their relative weight.
5. Develop a list of teaching activities and their weight
6. Develop a list of community engagement / involvement activities and their weight.
7. Develop names and levels of ranks.
8. Develop a process for awarding ranks.
9. Develop a process linking compensation to rank.
10. Develop a process for awarding initial rank for current faculty.
11. Develop a process for awarding initial rank for new faculty.
12. Develop a process that ties tenure to rank.
13. Develop a process that applies to all faculty.
14. Develop a process that ensures multiple and transparent ways to advance (ie. no minimum degree requirement for advancement).
15. Develop a process that provides for “unlisted” ways to advance.
16. Develop a process to allow for continued opportunity vs stagnation
17. Develop a tool (rubric) to evaluate promotion portfolios.

18. Develop a process that requires application for promotion.

6. Dispute Resolution

The Parties to this MOU agree that if any dispute arises through any aspect of this agreement, including, but not limited to, any matters, or claims, the Parties shall confer in good faith to promptly resolve any dispute. In the event that the Parties are unable to resolve the issue or dispute, the grievance procedure may be used. The timeframe for the use of the grievance procedure commences when the actions of the Task Force have concluded.

7. Communication Strategy

The College and Union agree to include discussions about the work of the Task Force at all faculty-cabinet meetings during academic year 2023-2024.

8. Amendment

The Task Force has the authority to implement changes to the Project without express written authorization of the Parties.

9. Entire Understanding

The terms set forth in this MOU represent all of the promises, agreements, conditions, and understandings between the Parties relative to the subject matter hereof and no other promises, agreements, or understandings whether oral or written, expressed or implied exist between the Parties.

10. Authorization and Execution

The signing of this MOU delineates work to the Task Force with the formal understanding that the Parties shall strive to reach, to the best of their abilities, as to the objectives stated herein.

