



2022 – 2025
CLEAN
Ratified: 6/14/22
Final 9/9/22

Table of Contents

ARTICLE I -- DEFINITIONS	2
ARTICLE II -- RECOGNITION AND REPRESENTATION	3
Section 2.1. Recognition	3
Section 2.2. Meeting with Other Faculty	3
Section 2.3. Duty of Fair Representation	4
ARTICLE III -- STATUS OF THE AGREEMENT	5
Section 3.1. Ratification and Amendment.....	5
Section 3.2. Precedence of Agreement.....	5
Section 3.3. Affirmation Action.....	5
ARTICLE IV -- ASSOCIATION -- BOARD RELATIONS	6
Section 4.1. No-Discrimination.....	6
Section 4.2 Dues Checkoff.....	6
Section 4.3 Distribution of Contract	7
Section 4.4 Bulletin Boards, Electronic Communication and Mailboxes	7
Section 4.5. College Services and Facilities.....	8
Section 4.6. Association-Administration Meetings.....	8
Section 4.7. Information to Association.....	9
Section 4.8. College-Wide Institutional Committees	9
Section 4.9. Board Policy Manual and Faculty Handbook	10
Section 4.10. New Faculty Members	10
Section 4.11. Board Agenda.....	11
Section 4.12. College Master Calendar.....	11
Section 4.13. Personnel Files	11
Section 4.14. Complaints against Faculty	11
Section 4.15. Opportunity to Respond.....	12

ARTICLE V – GRIEVANCE PROCEDURE	13
<u>Section 5.1. Definition</u>	<u>13</u>
<u>Section 5.2. Informal Resolution Procedure</u>	<u>13</u>
<u>Section 5.3. Procedure.....</u>	<u>14</u>
<u>Section 5.4. Limitation on Authority of Arbitrator</u>	<u>16</u>
<u>Section 5.5. Association Grievances</u>	<u>17</u>
<u>Section 5.6. Group Grievances.....</u>	<u>17</u>
<u>Section 5.7. Time Limits.....</u>	<u>18</u>
<u>Section 5.8. No Reprisals</u>	<u>18</u>
<u>Section 5.9. Scheduling of Grievance Meeting.....</u>	<u>19</u>
<u>Section 5.10. Association Representation</u>	<u>19</u>
ARTICLE VI – CONDITIONS OF EMPLOYMENT	20
<u>Section 6.1. Academic Freedom</u>	<u>20</u>
<u>Section 6.2. Faculty Evaluation.....</u>	<u>20</u>
<u>Section 6.3. Distribution of Overload and Summer Session Courses</u>	<u>21</u>
<u>Section 6.4. Tenure</u>	<u>22</u>
<u>Section 6.5. Faculty Accessibility to Students</u>	<u>22</u>
<u>Section 6.6. Compensation for Course Development</u>	<u>22</u>
<u>Section 6.7. Compensation for Innovative Teaching</u>	<u>23</u>
ARTICLE VII – GENERAL PROVISIONS	24
<u>Section 7.1. No Partisan Activity</u>	<u>24</u>
<u>Section 7.2. Gender</u>	<u>24</u>
<u>Section 7.3. Commencement</u>	<u>24</u>
<u>Section 7.4. Chaperoning College Events</u>	<u>25</u>
<u>Section 7.5. Faculty Meetings</u>	<u>25</u>
<u>Section 7.6. Outside Employment</u>	<u>25</u>
<u>Section 7.7. Academic Advisement</u>	<u>26</u>
<u>Section 7.8. Payroll Deductions</u>	<u>26</u>
<u>Section 7.9. Faculty Parking</u>	<u>26</u>
<u>Section 7.10. Discipline</u>	<u>26</u>
<u>Section 7.11. Shared Governance</u>	<u>27</u>
ARTICLE VIII – LEAVE	29
<u>Section 8.1. Sick Leave</u>	<u>29</u>
<u>Section 8.1.2 Sick Leave Assistance Bank.....</u>	<u>30</u>

Section 8.2. Jury Duty	31
Section 8.3. Bereavement Leave	32
Section 8.4. Professional Development Leave	32
Section 8.5. Military Leave of Absence	34
Section 8.6. Maternity Leave	34
Section 8.7. Parental Leave	35
Section 8.8. Association Leave	35
Section 8.9. Personal Leave	36
Section 8.10. Family and Medical Leave Act of 1973	37
Section 8.11. Family Military Leave	37
Section 8.12. Victims Economic Security and Safety Leave Act (VESSA)	37
Section 8.13. Other Leave	37
ARTICLE IX – SENIORITY AND REDUCTION IN FORCE	39
Section 9.1. Definition of Seniority	39
Section 9.2. Placement and Accumulation of Seniority	39
Section 9.3. Loss of Seniority	40
Section 9.4. Reduction in Force	41
Section 9.5 Recall.....	42
ARTICLE X – FACULTY WORK LOAD	43
Section 10.1. Traditional Work Load Model	43
Section 10.2. Class Size	46
ARTICLE XI – INTELLECTUAL PROPERTY RIGHTS	47
Section 11.1 Scope	47
Section 11.2. Definitions	47
Section 11.3. Ownership of Intellectual Property	48
Section 11.4. Modification of Intellectual Property Materials	50
Section 11.5. Use of Intellectual Property Materials.....	50
ARTICLE XII – RANK AND PROMOTION	52
Section 12.1 Generally	52
Section 12.2. Committee Membership and Term	52
Section 12.3. General Guidelines	54
Section 12.4. Criteria for Evaluation	55
Section 12.5. Committee Procedures	58

Section 12.6. Minimum Requirements for Promotion	59
Section 12.7. Conditions	63
Section 12.8. Salary Increases Beyond Highest Step in Rank.....	66
ARTICLE XIII – BOARD RIGHTS	67
ARTICLE XIV -- SALARIES AND INSURANCE.....	69
Section 14.1 Salaries	69
Section 14.2. Pay Procedures	69
Section 14.3 Placement on Salary Schedule	69
Section 14.4. Insurance Coverage	70
Section 14.5. Terms of Policies to Govern	70
Section 14.6. Summer Session Pay	71
Section 14.7. Overload Pay	71
Section 14.8. Tuition Benefits	71
Section 14.9. SURS Management	72
Section 14.10. Coordinator Compensation	72
Section 14.11. Additional Assignments	73
Section 14.12. Doctoral Stipends	73
ARTICLE XV – NON-INTERRUPTION OF SERVICES AND WORK	74
ARTICLE XVI – ENTIRE AGREEMENT	75
ARTICLE XVII – SAVINGS	76
ARTICLE XVIII – TERM OF AGREEMENT	77
APPENDIX A – GRIEVANCE FORM	78
APPENDIX B – FACULTY SALARY SCHEDULE 2022-2023	79
APPENDIX C – FACULTY SALARY SCHEDULE 2023-2024.....	80
APPENDIX D – FACULTY SALARY SCHEDULE 2024-2025.....	81

AGREEMENT

This AGREEMENT is entered into this 14th day of June, 2022, by and between the BOARD OF TRUSTEES OF LEWIS AND CLARK COMMUNITY COLLEGE, DISTRICT NO. 536 (hereinafter referred to as the "Board") and the LEWIS AND CLARK COMMUNITY COLLEGE FACULTY ASSOCIATION, an affiliate of the IEA-NEA (hereinafter referred to as the "Association"), and only applies to said parties.

WITNESSETH

WHEREAS, the Board and the Association have endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting relations between the Board and the full-time faculty insofar as such practices and procedures are to effectively operate Lewis and Clark Community College and are consonant with the paramount interests of the public and the students of Lewis and Clark Community College;

WHEREAS, it is the intention of the parties to this Agreement to provide negotiations on policy matters directly affecting wages, hours, and terms and conditions of employment as well as the impact thereon for the full-time faculty members covered by this Agreement, to prevent interruptions of work and interference with the efficient operation of Lewis and Clark Community College, and to provide an orderly and prompt method of handling and processing grievances;

--"Whereas, this Agreement specifically revokes and supersedes any and all prior collective bargaining agreements between the parties;"

NOW, THEREFORE, the parties agree with each other as follows:

ARTICLE I

DEFINITIONS

This Agreement shall incorporate the definitions enumerated below:

Board -- The terms "Board of Trustees" shall mean the Board of Trustees of Public Community College District No. 536, operating as Lewis and Clark Community College, as established pursuant to Illinois Revised Statutes, Chapter 122, and its authorized representatives.

College -- The term "College" shall mean Lewis and Clark Community College and its authorized representatives.

Full-Time Faculty -- The terms "faculty," "faculty member" or "full-time faculty member" shall mean those employees specifically included in the bargaining unit as set forth in Section 2.1 of this Agreement.

Faculty contract period - Faculty contract engagement includes the period outlined in the annual employment agreement. The faculty contract period requires engagement including but not limited to face-to-face instruction, online instruction, face-to-face office hours, online office hours, and committee assignments.

ARTICLE II

RECOGNITION AND REPRESENTATION

Section 2.1. Recognition.

The Board recognizes the Association as the sole and exclusive bargaining representative of all the full-time faculty members, including full-time counselors and full-time librarians, employed by the Board but specifically excluding all employees who hold less than full-time faculty appointment, employees who are employed on a part-time or temporary basis or whose positions are funded in any manner from other than normal College funding sources, including but not limited to any contractual or fiscal agent arrangement which may be entered into by the College, Deans and Vice Presidents, or any person employed in an administrative capacity as determined by the Board, security personnel, confidential, managerial, or supervisory employees, as defined by applicable law and classified employees.

Section 2.2. Meeting with Other Faculty.

This Agreement shall not be construed to prevent the Board or any administrator from meeting with any employee or employees for the purpose of hearing the views and proposals of such employee or employees provided that as to those matters covered by this Agreement no change or modification shall be made except through negotiation and agreement with the Association.

Section 2.3. Duty of Fair Representation.

The Association agrees to fulfill its duty to fairly represent all employees in the bargaining unit regardless of Association membership. The Association further agrees to indemnify and hold harmless the Board from any and all liability, including monetary damages, resulting from any failure on the part of the Association to fulfill its duty of fair representation.

ARTICLE III

STATUS OF THE AGREEMENT

Section 3.1. Ratification and Amendment.

This Agreement shall become effective when ratified by the Board and Association and signed by authorized representatives thereof and may be amended or modified only with mutual written consent of both parties.

Section 3.2. Precedence of Agreement.

If there is any conflict between the specific terms of this Agreement and the specific terms of an individual employment agreement, the specific terms of the Agreement, during its duration, shall be controlling.

Section 3.3. Affirmation Action.

If there is any conflict between the provisions of the Agreement and any affirmative action requirements imposed on the Board by federal and state law, the affirmative action requirements thus imposed shall be controlling.

ARTICLE IV

ASSOCIATION – BOARD RELATIONS

Section 4.1. No-Discrimination.

In accordance with applicable federal and state law, neither the Board nor the Association shall discriminate on the basis of a faculty member's race, creed, color, sex, national origin, ethnicity, religion, age, marital status, sexual orientation, military status, disability, or other protected categories. Any disagreement concerning the interpretation and application of the paragraph shall be resolved through the appropriate federal or state agency or court rather than through the grievance procedure set forth in this Agreement.

Section 4.2. Dues Checkoff.

Upon receipt of a lawfully written authorization form from a full-time faculty member covered by this Agreement, which may be revoked in writing at any time, the Board agrees to deduct the regular monthly Association dues of such full-time faculty members from his/her pay on each regular faculty pay day and remit such deduction to the Treasurer of the Association. The Association will notify the Board of the exact uniform amount of the regular monthly membership dues to be deducted.

The Association agrees to indemnify and hold the Board harmless against any and all claims, suits, orders, or judgments for monetary damages brought or issued against the Board as a result of any action taken by the Board under the provisions of this Section.

Section 4.3. Distribution of Contract.

Within thirty (30) days following ratification and execution of this Agreement by both parties, the Board will provide an electronic copy of this Agreement to the Association in a Microsoft® Word or other digital format for distribution by the Association to the full-time faculty members covered by this Agreement. At the time new faculty members covered by this Agreement are employed, the Board shall provide said new faculty member instructions on how to access this Agreement on the College's Human Resources Database. The Board will provide five signed copies of this Agreement to the Association at a cost shared by the College and the Association.

Section 4.4. Bulletin Boards, Electronic Communication and Mailboxes.

The Association shall be provided reasonable bulletin board space where bulletin boards are available for the posting of notices and materials relating to legitimate Association activities, provided such notices and/or materials are dated and identified as to source. The Association President or a faculty member designated by the Association President shall have the right to have notices and materials relating to legitimate Association activities placed in the mailboxes of faculty members covered by this Agreement. If applicable College policies and procedures are complied with, the Association shall be permitted reasonable use of the campus mail service for internal distribution of notices and/or materials relating to legitimate activities.

The Association shall be granted access to and use of the College computer network and electronic mail systems, including Internet access, which are provided for normal business use of College personnel. Computing equipment and software provided to faculty for the performance

of their College duties may be used for Association business. Such access and use is granted at no cost to the Association.

The privileges granted by this section shall not apply to notices or materials that are either partisan-political or inflammatory in nature.

No other employee organization which represents full-time faculty members for the purposes of collective bargaining shall be accorded the privileges granted by this Section with respect to the full-time faculty members included in the bargaining unit.

Section 4.5. College Services and Facilities.

In accordance with applicable Board policy, the Association shall have the right 1) to use College office services (duplicating and printing), provided the Association agrees to pay the standard rates for the services and supplies used, and 2) to the same access as other College organizations to use College facilities. Use of such services and facilities shall be coordinated by the appropriate administrative officers.

The privilege granted by this Section shall not apply to services or use of facilities where the purpose is partisan-political or inflammatory in nature.

No other employee organization which represents full-time faculty members for the purpose of collective bargaining shall be accorded the privileges granted by this Section with respect to the full-time faculty members included in the bargaining unit.

Section 4.6. Association-Administration Meetings.

Upon the reasonable request of either party, the College President, Vice President of Administration, or their designees, and the Association President, the Association Vice

President, or their designees may meet at least two (2) times during each semester and once during the summer sessions, if necessary to discuss matters of mutual concern that do not involve negotiations. The party requesting the meeting shall submit a written agenda of the items it wishes to discuss at least two (2) days prior to the date of the meeting. Where appropriate, the College President or his/her designee may invite other members of the Administration to be present at a given meeting. This Section shall not be applicable to any matter that is the subject of a grievance that is being processed pursuant to the grievance procedure set forth in this Agreement.

Section 4.7. Information to Association.

The Board agrees to provide to the Association President or designee a copy of the agenda and minutes for every regular and special meeting of the Board. The agenda and minutes shall be provided in identical written form to the Association President at the same time and in the same manner they are provided to members of the press. Upon reasonable written request, the Board shall provide the Association President or designee with a copy of any public (i.e., non-confidential) information and records. Nothing herein shall require the Board to prepare or compile any information or reports.

Section 4.8. College-Wide Institutional Committees.

Among the professional duties of faculty members is the participation in college-wide institutional committees. All faculty members will be given an opportunity to indicate their preferences for such committee appointments. Both parties agree that the College President has the sole right to make the appointments to all College-wide institutional committees. Service on all College committees shall carry equal weight for promotion consideration. The following

partial list of institutional committees indicates faculty membership is either 75% or greater or that faculty membership is less than 75%.

- Center for Excellence in Teaching and Learning (75%)
- Commencement (less than 75%)
- Curriculum and Instruction (75%)
- Financial Aid (less than 75%)
- Diversity Council (75%)
- Honors (75%)
- Technology Enhanced Learning (75%)
- Wellness (75%)
- General Education Assessment (75%)
- Health and Life Safety (less than 75%)
- Green Initiatives (less than 75%)
- Student Success (less than 75%)

The above list of institutional committees shall not be added to, eliminated, or modified without prior written notification to the Association.

Section 4.9. Board Policy Manual and Faculty Handbook.

The Board shall provide the Association with one copy of the Board Policy Manual.

When any changes, additions, deletions or modifications to the Board Policy Manual are adopted by the Board, the Association shall be provided with a copy of same.

The Board shall provide each faculty member with a current copy of the Faculty Handbook in a Microsoft® Word or other digital format and instructions on how to access the handbook on the College's Human Resources Database. The handbook shall generally describe the College's fringe benefit program and policies applicable to faculty.

Section 4.10. New Faculty Members.

The Board shall provide the Association with the name and addresses of new faculty members covered by this Agreement within two (2) weeks after approval of their contract by the Board.

Section 4.11. Board Agenda.

The Association may request to be placed on the agenda of a regular Board meeting in accordance with the Board's policies and procedures concerning same.

Section 4.12. College Master Calendar.

Prior to the adoption by the Board of the College master calendar, the College President or the College President's designee will meet with the Association's President or the Association President's designee to discuss same.

Section 4.13. Personnel Files.

A faculty member's official personnel file shall be kept at the Human Resources Department. Faculty members will be provided access to the contents of their individual personnel files in accordance with Illinois state law (Illinois Personnel Record Review Act) as may be amended from time to time. Each faculty member shall be granted at least one inspection per calendar month.

Whenever any administrator writes any material which is placed in a faculty member's official personnel file which adversely reflects upon the faculty member and/or could lead to formal disciplinary action, the faculty member shall be provided with a copy. The faculty member shall have the right to submit a response to any such material within ten (10) days after being provided with a copy of the material.

Section 4.14. Complaints against Faculty.

If a written complaint which adversely reflects upon the faculty member and/or could lead to formal disciplinary action is received it shall be investigated by the Administration as soon as practicable. If the Administration determines that such written complaint has no merit, it shall not be placed in the faculty member's official personnel file.

Section 4.15. Opportunity to Respond

Before taking any disciplinary action, the Administration shall give the faculty member an opportunity to respond to the allegations, including an opportunity to reply to the evidence upon which the Administration is basing its contemplated discipline, and will give the faculty member the opportunity to respond. Faculty members will have the right to have an Association representative present at the meeting if requested.

ARTICLE V

GRIEVANCE PROCEDURE

Section 5.1. Definition.

- (a) A “grievance” shall mean a complaint by a faculty member that there has been as to him/her a violation or misinterpretation or misapplication of the specific terms of this Agreement.
- (b) A “day,” as used in this Article, shall mean a weekday, or partial weekday, on which the College is open for business and classes are scheduled.

Section 5.2. Informal Resolution Procedure.

The parties are encouraged to utilize an informal resolution process. The affected faculty member asserting a possible grievance should attempt to resolve the issue through informal communication with his/her immediate supervisor/administrator. The informal process must be initiated by the affected faculty member within five (5) days of the date of the first occurrence giving rise to the possible grievance or within five (5) days from the date when the grievant might reasonably have become aware of the first occurrence giving rise to the possible grievance. The immediate supervisor/administrator shall respond to the affected faculty member verbally within five (5) days of notification of the possible grievance. If, however, an informal attempt to resolve the issue fails, a formal grievance may be processed as follows:

Section 5.3. Procedure.

A grievance as defined herein shall be processed as follows:

First Step: A faculty member who has a grievance shall present the grievance to the appropriate Academic Administrator and/or his/her designee in writing within twenty (20) days of the date of the first-occurrence giving rise of the grievance or within twenty (20) days from the date when the grievant might reasonably have become aware of the first occurrence giving rise to the grievance. The written grievance shall specify the section or sections of this Agreement that are allegedly violated, misinterpreted, or misapplied, the full facts on which the grievance is based and the specific relief requested. The appropriate Academic Administrator and/or his/her designee shall submit his/her answer in writing within ten (10) days thereafter.

Second Step:

- (1) If the grievant is not satisfied with the First Step decision, a written statement of the grievance shall be prepared, signed, and delivered to the Vice President of Academic Affairs or his/her designee within five (5) days after the decision is made known at the First Step. The written grievances shall specify the reason for advancing the grievance and the disagreement with the answer below.
- (2) The Vice President of Academic Affairs or his/her designee shall indicate the date received and immediately forward a copy to the President of the College.
- (3) Within five (5) days after the written grievance is submitted, a meeting shall be held to resolve the grievance at a time mutually agreed to by all parties concerned, including an Association representative, if the faculty member specifically so requests.

- (4) The Vice President of Academic Affairs or his/her designee will answer the grievance in writing within five (5) days after such meeting and forward a copy to the Association President.

Third Step:

- (1) If the faculty member is not satisfied with the Second Step decision, the grievance shall be referred to the Vice President of Administration or his/her designee within five (5) days after the Second Step answer is provided and the Vice President of Administration and/or his/her designee shall indicate the date received.
- (2) Within five (5) days thereafter, a meeting shall be held between the grievant and Association representative, the Vice President of Administration, and other appropriate administrative personnel.
- (3) The Vice President of Administration or his/her designee shall deliver an answer in writing to the grievant within five (5) days after such meeting and forward a copy to the Association President.

Fourth Step:

- (1) If the Association is not satisfied with the decision at the Third Step, the Association may refer the grievance to arbitration within twenty-eight (28) days after the decision is provided at the Third Step.
- (2) The parties shall attempt to agree upon an arbitrator within seven (7) days after receipt of the notice of referral. In the event the parties are unable to agree upon an arbitrator within said seven (7) day period, the parties shall immediately jointly request the Federal Mediation and Conciliation Service to submit a panel of seven

- (7) arbitrators from Illinois who are members of the National Academy of Arbitrators. Both the Association and the Board shall have the right to strike three (3) names from the panel. The party requesting arbitration shall strike the first three names; the other party shall then strike three names. The person remaining shall be the arbitrator.
- (3) The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of Association and Board representatives.
- (4) The arbitrator shall submit his/her recommendation in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later.
- (5) Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing.
- (6) The fees and expenses of the arbitrator and the cost of a written transcript shall be divided equally between the Board and the Association; provided, however, that each party shall be responsible for compensating its own representative and witnesses.

Section 5.4. Limitation on Authority of Arbitrator.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of the Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation, or misapplication of the

specific provisions of this Agreement based on the specific issue submitted to the arbitrator by the parties in writing. If no joint written stipulation of the issue is agreed to by the Board and Association, the arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at the Second Step. The arbitrator shall have no authority to make a recommendation on any issue not so submitted or raised. The arbitrator shall be without power to make recommendations contrary to or inconsistent with in any way applicable laws or rules and regulations of administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties, and responsibilities of the Board under law and applicable court decisions. The arbitrator's award shall be final and binding.

Section 5.5. Association Grievances.

The Association shall have the right to submit a grievance at the Third Step of the grievance procedure, but only if the grievance alleges a violation, misinterpretation, or misapplication of specific terms of this Agreement that relate directly to Association rights (e.g., dues check off, bulletin boards, mailboxes, and information to the Association). Any such grievance shall be submitted within twenty (20) days of the date of the first occurrence giving rise to the grievance, or within twenty (20) days from the date when the Association, might reasonably have become aware of the first occurrence giving rise to the grievance.

Section 5.6. Group Grievances.

If a grievance involving two or more faculty members arises out of the same facts and alleges a violation, misinterpretation, or misapplication of the same specific terms of this Agreement, it may be submitted as a group grievance in accordance with the procedure set forth in Sections 5.2 and 5.3 above, provided that any such grievance shall be submitted in writing at

the Second Step and shall identify any faculty members who want their grievance heard as a group grievance. The resolution of a group grievance shall be limited to those faculty members who are identified in the grievance.

Section 5.7. Time Limits.

No grievance shall be entertained or processed unless it is submitted within twenty (20) days of the date of the first occurrence giving rise of the grievance or within twenty (20) days from the date when the grievant (or Association in the case of an Association grievance) might reasonably have become aware of the first occurrence giving rise to the grievance. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be considered acceptance of the decision rendered at that step. Failure by the College, at any step of this procedure, to render a decision within the specified time limits shall allow the grievant to treat the grievance as denied and immediately move it to the next step of the grievance procedure. The parties may by mutual agreement in writing extend any of the time limits set forth in the Article. The grievant shall submit the grievance electronically using the Grievance Form found in Appendix A. All correspondence in the grievance procedure between the grievant and administration and/or their designees shall be electronically communicated via the College's e-mail system. Time limits for responding to and advancing a grievance will start the day after the submission of the applicable e-mail response between grievant and appropriate administrator.

Section 5.8. No Reprisals.

No reprisals of any kind shall be taken by the Board or the Administration against a faculty member because of his/her participation in this grievance procedure. The Association shall not participate in reprisals of any kind against administrators or supervisors for any

testimony or decisions given because of their participation in this grievance procedure. The parties to this Agreement assume that the grievance procedures contained in this Article shall be implemented in good faith.

Section 5.9. Scheduling of Grievance Meeting.

Every effort shall be made to schedule the grievance meetings specified for the Second and Third Steps at times which do not interfere with the teaching or other assigned duties of the grievant whose presence is necessary at the particular meeting in question. If, however, a meeting is scheduled for the convenience of the administration during a grievant's class hours, the faculty member shall be released from class to attend the meeting without any loss in pay.

Section 5.10. Association Representation.

An employee or group of employees shall have the right to have an Association representative present during any stage of a grievance.

ARTICLE VI

CONDITIONS OF EMPLOYMENT

Section 6.1. Academic Freedom.

Within the scope of their duties and responsibilities, the Board and faculty members recognize their responsibility to protect and encourage the search for knowledge and its dissemination. Faculty members have both the right and obligation to adequately investigate and to present to their students, based upon their professional judgment, available information related to their subject or the education of their students. Faculty members shall at all times try to be accurate, show respect for the opinion of others, identify their own personal persuasion on controversial issues, and make every effort where appropriate to indicate that they are not institutional spokespersons, and perform their professional responsibilities consistent with applicable federal and state laws.

Consistent with the foregoing provisions concerning academic freedom, the Board shall not place arbitrary or illegal limitations on the study, investigation, presentation, and interpretation of facts or ideas concerning society, the physical and biological world, and other branches of learning.

Section 6.2. Faculty Evaluation.

The performance of faculty members may be formally evaluated by the Administration for purposes of tenure and promotion. Such evaluations will generally include Faculty Annual Reflection (FAR), end of course student surveys, and where applicable, instructional observations, and/or review of course and curriculum materials. Any changes in the parameters of faculty evaluation will be done in collaboration between the faculty association and administration.

The faculty member shall submit FAR to the appropriate Academic Administrator for approval at the beginning of each academic year by October 15 or February 28 or as mutually agreed.

Faculty Annual Reflection and/or other forms of evaluation as listed above shall be assessed annually by the appropriate Academic Administrator and/or other appropriate administrative supervisors designated by the appropriate Academic Administrator and shall not be done in an arbitrary and capricious manner. If a faculty member is on a performance improvement plan or has had complaints made against them to administration by students or other faculty, a faculty member may be evaluated more frequently than annually

Faculty participating in TEM will be evaluated based on key measurable expectations (KME) agreed on between administration and faculty.

Section 6.3. Distribution of Overload and Summer Session Courses.

Overload and summer session courses shall be distributed as equitably as practicable among faculty members who are determined to be equally qualified to teach the course in question. Faculty members who turn down overload or summer assignments shall be credited with such assignments for the purpose of this section. If a faculty member demonstrates that he/she has not received his/her share of overload or summer assignment for which he/she is equally qualified to teach, he/she shall be given preference for future overload or summer assignments until the imbalance is corrected. The appropriate Academic Administrator and/or the administrator designated for that purpose by the appropriate Academic Administrator may establish reasonable deadlines by which faculty members must submit requests for overload or summer assignments.

Section 6.4. Tenure.

Full-time faculty members shall be eligible for tenure in accordance with the applicable provisions of the Illinois Community College Tenure Act. Neither this section nor any matter relating to tenure shall be subject to the provisions of Article V – Grievance Procedure of the Agreement.

Section 6.5. Faculty Accessibility to Students

Faculty members, with the concurrence of the appropriate Academic Administrator and/or the administrator designated for that purpose by the appropriate Academic Administrator, shall demonstrate five days of engagement. Faculty will be expected to outline their preferred mode of private communication on the course syllabus. Faculty response time for answering student questions should be within forty-eight (48 hours) five out of seven days, except for holidays and recesses. Faculty must be physically present on an LC campus or center or clinical site a minimum of 7.5 hours per week.

Section 6.6 Compensation for Course Development.

To be considered for course development compensation, the faculty member will submit a proposal to his/her supervisor (Dean or Vice President of Academic Affairs) which will be submitted to the Academic Affairs Committee for approval. If approved, compensation will be one (1) overload hour stipend for each credit hour paid upon the satisfactory completion of course development. A minimum of forty thousand dollars (\$40,000) per year for each year of this agreement will be budgeted to compensate faculty for approved course development. On an annual basis, a report of allocated funds will be distributed to the LCFA Faculty President.

The faculty developer shall have the right of first refusal to teach any or all sections of the new course for which the development compensation was granted for the first two (2) years of course instruction.

The instructor shall have the right to choose the course platform (publisher platform) as long as the platform is accessible via the learning management system at Lewis and Clark.

The administration reserves the right to fund and technically support only one learning management system. The administration will provide licensed copies of software necessary to develop, maintain and teach courses for home use if permitted by the College's site license and there is no additional cost.

Section 6.7 Compensation for Innovative Teaching.

Faculty shall not be required to alter courses into new modalities except in cases of emergencies (example: Covid restrictions, mold-infected classrooms, etc.). Cases of emergency may include assuming instructional responsibility for a course with a previous assigned instructional modality.

Course development funds may be used to compensate faculty who are willing to adapt to the dynamic nature of higher education (examples: Competency-Based Education (CBE), converting to utilizing OER, Blendlex, and non-credit/vocational pathways, asynchronous online, etc.) Administration may elect to compensate faculty using these funds in circumstances not described above.

ARTICLE VII

GENERAL PROVISIONS

Section 7.1. No Partisan Activity.

During the term of this Agreement, neither the Association nor any faculty member covered by this Agreement will engage in, support, encourage, or condone any activity whatsoever which could knowingly or intentionally engender or intend to engender student reaction against the Board with respect to any matter concerning negotiations or the administration of this Agreement.

Section 7.2. Gender.

Unless the context in which they are used clearly requires otherwise, words used in this contract denoting gender shall refer to all genders.

Section 7.3. Commencement.

All full-time faculty members must participate in the commencement ceremonies in academic regalia unless previously excused by the President. Faculty members who wish to be excused from commencement must submit a written request to the President stating the reason(s) why they cannot attend, unless they are otherwise engaged in approved College activities. Excused faculty members will be charged a personal day of absence or docked one day's pay if they do not have any personal days. The College will provide rental regalia for those faculty members who do not possess their own.

Section 7.4. Chaperoning College Events.

Faculty members may be asked by student groups to chaperon activities or serve as student organization advisors. Faculty advisors to student organizations volunteer to work with students because they are interested; this is a contribution they make in addition to regular teaching duties. General responsibilities and duties for faculty advisors to student organizations are spelled out in the Student Organizations Advisor's Handbook. Faculty are encouraged to cooperate with this phase of the total College program but such participation shall be voluntary.

Section 7.5. Faculty Meetings.

General faculty meetings may be held at the call of the President of the College. Meetings may be called at any time with twenty-four (24) hours advance notice, except in the case of a bona fide emergency. Faculty meetings and their purpose will be announced through the campus mail which may include e-mail. Attendance of all full-time faculty members is expected.

Section 7.6. Outside Employment.

A full-time faculty member shall not, during the academic year, be employed for remuneration by agencies other than the College, except with advanced written notification to the College President. Such activity will not interfere with the performance of College duties or impair the usefulness of the faculty member or adversely impact the image of the faculty member or College.

Section 7.7. Academic Advisement.

All faculty members may participate in student advising. Faculty members may be assigned advisees on the basis of the interests of the student in the field directly or indirectly related to the faculty member's major area of competence.

Section 7.8. Payroll Deductions.

Faculty members have the right to join a credit union, bank or financial institution of their own choosing, and the Board shall provide for the payroll deduction of contributions.

Section 7.9. Faculty Parking.

Adequate faculty parking spaces shall be provided. Each faculty member shall be entitled to one parking permit per year at no charge. Additional parking permits for vehicles owned and operated by faculty members may be obtained at the Board approved rate for College employees (not to exceed the rate for student parking permits) as may be amended from time to time.

Section 7.10. Discipline.

Enforcement of discipline (e.g., suspension without pay, written reprimand, etc.) shall be for just cause. It is especially agreed that this section shall not apply to a decision by the Board to terminate a faculty member or not to renew the contract of a faculty member and any such decisions to terminate or not to renew shall not be subject to the grievance procedure set forth in this Agreement. Nothing in this section constitutes a waiver of any kind whatsoever of what may be a faculty member's rights under federal or State of Illinois law in effect at the time of such termination.

Section 7.11 Shared Governance

The governing board and administration of Lewis and Clark Community College are obligated to ensure a viable faculty voice regarding academic policy and governance of the institution, with specific attention to matters of curricula, degree requirements, and instructional standards.

The rights and responsibilities of faculty under the guiding principle of shared governance include but are not limited to those outlined below. In the following, “faculty” includes all members of the bargaining unit and/or the elective body authorized by faculty to exercise shared governance responsibilities (i.e., the faculty association executive committee).

1. Rights, responsibilities, and advisory powers of the faculty shall be outlined in the institutional “Faculty Guidebook” and approved by the faculty. The faculty shall, in collaboration with academic Deans, approve academic policy prior to its implementation.
2. Faculty shall collaborate with administration on curriculum development and/or changes.
3. Faculty shall collaborate with administration on routine course scheduling, major scheduling revisions, and assignment of classrooms, labs, and faculty offices.
4. Curricular and other requirements leading to granting of degrees and certificates shall be formulated in conjunction with administration and those faculty within the certificate/degree granting program.
5. Joint committees requiring faculty participation shall make every effort to appoint/recruit faculty whose area of subject matter expertise most appropriately aligns with the scope of the committee task.

6. Faculty will collaborate with administration to formulate and update the college's strategic plan, infrastructure development/enhancement, and enrollment opportunities/initiatives.
7. Faculty shall participate in hiring processes for full time faculty members and administrative positions via membership on search committees.
8. Individuals of the administration leadership team shall submit an Administrator Annual Reflection (AAR) to the LCFA executive committee once per academic year.
9. If administration chooses to take action in opposition to faculty recommendations regarding academic matters or issues in which the faculty has a vested interest, the reason(s) for doing so shall be communicated to the faculty association president.
10. Faculty, administration, and the governing board are responsible for advocating, observing, and overseeing institutional adherence to standards of shared governance. When the faculty concludes that institutional compliance to internal and external standards is not met, they shall first seek resolution at the institutional level, via consultation with administration and/or the governing board. In the event that faculty efforts to redress non-compliance are unsuccessful, faculty are obligated to report non-compliance to external oversight agencies. Filing of said report will be communicated with the administration.

ARTICLE VIII

LEAVE

Section 8.1. Sick Leave.

Upon initial full-time employment, a faculty member shall be credited with one sick leave day for each month of service for the balance of the calendar year in which first employed, not to exceed a total of ten (10) days. Starting with the following January 1 and every January 1 thereafter that the faculty member remains on the active payroll, the faculty member shall be credited with ten (10) sick leave days. Sick Leave may accumulate to the maximum number of unused sick leave days that a faculty member can receive additional service credit for at time of retirement under applicable SURS rules and regulations that may be in effect from time to time, or 260 sick days whichever is greater. A faculty member who has accumulated sick time in excess of 260 sick days as of December 31, 2011 may maintain his/her existing balances, but may not continue to earn sick leave until his/her balance drops below 260 days. Faculty with a start date after August 1, 2011, shall accumulate a maximum of 260 days of sick leave.

When it is necessary to use accumulated sick leave days, a faculty member shall notify their Dean or shall notify their Division Assistant by phone or email AND by submitting the leave request using the college's enterprise database system (i.e Blazernet, Self Service, or another platform the college might adopt in future) as close as reasonably possible to the start of class.

In addition, accumulated sick time may be used for absences in accordance with the "Employee Sick Leave Act (Public Act 99-0841)" due to an illness, injury, or health appointment of the employee's child, spouse (including civil unions), domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent, immediate family if they are a legal guardian, legal power of attorney, or legally responsible for the care of a friend or an extended family member. Formal documentation is required to be submitted to Human Resources in advance or as reasonably possible. Employees who can teach their load requirements virtually shall not be required to use sick days.

Every day of the week (Monday – Friday) represents 7.5 hours of reported time during the contract period. Sick leave will be accounted as follows: an absence from any portion of the morning or afternoon/evening commitment (instruction, office hours or required meetings) requires a half sick day be recorded (3.75 hours); any absence in excess of one-half of the hours' commitment for the day will require the use of one sick day to be recorded (7.5 hours); an absence from all missed commitments on a day requires the use of one sick day being recorded (7.5 hours); an absence from the entire week for illness or injury requires the use of 5 sick days being recorded (37.5 hours), regardless of the number of days the faculty member is scheduled. If a day the faculty member is not scheduled to be on campus falls between two reported sick days, that day is also defined a sick day.

If a faculty member takes a sick day during the regular contract period, the day will cover overload. Benefitted time may NOT be used by the faculty during the summer session, unless faculty members are teaching under an extended agreement and cessation of overload pay WILL occur when a faculty member will be unable to work for a period in excess of four weeks.

Reassignment and cessation of overload pay may occur when a faculty member will be unable to work for a period in excess of four weeks.

Section 8.1.2 Sick Leave Assistance Bank.

The purpose of the Sick Leave Assistance Bank (SLAB) is to provide additional sick leave days to a full-time team member to alleviate the hardship caused if a catastrophic illness or injury forces the full-time team member to exhaust all accrued sick leave. The sick leave assistance bank is not intended for single day circumstances. The bank shall be administered by a committee comprised of three (3) Faculty members and two (2) representatives from Human Resources. Faculty members participating on

the committee will be required to sign a confidentiality agreement protecting the disclosure of confidential information included in the withdrawal petitions.

Eligibility and Limitations: Participation in the SLAB shall be voluntary. Sick Leave Assistance Bank days may be used for employee illness or the illness of a parent, spouse, or child. A maximum of 20 continuous days or 10 intermittent days may be awarded from the bank per employee per calendar year. (No more than 25% of the sick bank balance may be distributed per employee distribution.) Sick bank days cannot be used for any workman's compensation-related absence. To participate in the SLAB, a full-time team member must (a) be eligible for sick leave benefits; (b) have contributed two (2) sick days as a first year premium and (1) day thereafter annually. The premiums will automatically be collected from current members on October 1 or as soon as practicable of each year and upon application from new members. Additionally, members applying for retirement may donate up to 10 days of accrued sick days not being used toward years of service with SURS.

Any full-time team member electing to participate in the SLAB must sign the appropriate form indicating their intent to participate. No transfer of funds will occur, but the contributing full-time team member's leave balance will be reduced by the days contributed to the SLAB. Full-time team members electing to cease participation in the SLAB will need to opt out of the program by completing the appropriate form and submitting the signed form to Human Resources prior to September 1. Any sick days contributed to the sick bank will be forfeited by the member upon withdrawal from the program. At no time may contributing full-time team members reduce their individual accumulated sick days to less than 10 days. Only full sick days (7.5 hours) may be contributed.

Section 8.2. Jury Duty.

Faculty members subpoenaed as jurors or as witnesses in matters in which they have no personal or pecuniary interest will notify their immediate supervisor as soon as possible after being subpoenaed. Any such subpoenaed faculty member who, as a result, cannot fulfill his/her

assigned duties and responsibilities will suffer no loss of salary. The purpose of this section is to make a faculty member whole for any time lost during a working day, or a part of a working day, on which the faculty member would have otherwise been scheduled to work. The faculty member is entitled to retain any compensation or fees received as a juror or witness.

Section 8.3. Bereavement Leave.

In the event of the death of a member of the faculty member's immediate family, the faculty member shall be entitled to leave of absence of three (3) days. For any such days on which the faculty member would have been scheduled to work but for the leave, the faculty member will suffer no loss of salary. For the purposes of this section, term "immediate family" shall include the team member's spouse (including civil union), domestic partner, child, foster child, step-child, parent, foster parent or person who has served in that role, step-parent, parent-in-law, brother, sister, son-in-law, daughter-in-law, grandparent, grandparent-in-law, sister-in-law, brother-in-law, grandchild, uncle, aunt, niece, nephew, step-sister, step-brother, half-sister, half-brother, ex-spouse or legal guardian who has reared the team member. Upon notification, the employee can use up to five (5) additional sick days for the death of a spouse (including civil union), domestic partner, child, foster child, or step-child.

Section 8.4. Professional Development Leave.

Professional development leave may be granted at the sole direction of the Board to eligible faculty members. To be eligible to apply for a professional development leave a faculty member must have completed a minimum of six (6) continuous years of full-time academic service with the College.

To be considered for a sabbatical leave, eligible faculty members must submit a written plan to the College President prior to January 1 for one or more of the following purposes: formal study in a major or cognate field at an accredited institution, or professional research or inquiry at an accredited institution which will advance the faculty member's knowledge of his/her field and/or improvement of his/her professional skills. A faculty member may also submit a written plan for a professional development leave for other purposes which are beneficial and in the best interests of the College as determined by the Board upon the recommendation of the College President.

If it is necessary in the granting of a professional development leave to choose between two or more applicants who submit plans that are determined by the Board to be substantially equal in their utility to the College, the faculty member with the most seniority as defined in Section 9.1 shall be selected.

If a faculty member is granted a professional development leave for two semesters (one academic year), the faculty member shall be paid one-half of his/her base salary. If a faculty member is granted a professional development leave for one semester, the faculty member shall be paid his/her full base salary. A faculty member on professional development leave may not receive other remuneration for services rendered unless, in unusual circumstances, the College President has granted permission in writing. Such remuneration shall not include government grants and/or other scholarships that are an integral part of the written plan. The period of a professional development leave will count toward a faculty member's vertical movement on the salary schedule. When a faculty member is on a professional development leave, the faculty member will continue to receive the same group hospitalization and life insurance benefits that are provided by the Board for faculty members generally, provided that a faculty member

receiving half salary while on such leave shall pay for one-half of the cost of such benefits if the faculty member wants such benefits continued during the leave.

Upon completion of a professional development leave, the faculty member shall present a full report demonstrating compliance with the terms and conditions upon which the leave was granted. A faculty member is expected to remain an employee of the College for two (2) years following completion of the leave. If the faculty member fails to remain an employee for two (2) years, he/she shall reimburse the College for the entire compensation received while on such leave, provided that this provision shall not be applicable if the faculty member is forced to leave the College's employ because of emergency circumstances beyond the faculty member's control such as personal illness or disability.

Section 8.5. Military Leave of Absence.

Faculty members in reserve units and/or who serve in the armed forces will be granted leave and benefits in accordance with the law as it may from time to time be amended.

Section 8.6. Maternity Leave.

A faculty member shall be granted a maternity leave in order to give birth to a child. Accumulated sick leave may be used for prenatal and/or post-natal pregnancy-related disability. The effective date of the leave shall be contingent upon receipt of the statement from the faculty member's personal physician. The length of the maternity leave shall depend upon the faculty member's physician's determination of the employee's physical ability to return to work and approval by the College physician.

If sick leave allotment has been exhausted, an employee may continue on approved Maternity Leave of Absence without pay and be responsible for full costs of total fringe benefits. Should an employee request an extended leave, Parental Leave of Absence may be granted without pay.

While the period of such leave will not constitute a break in service or affect vertical movement on the salary schedule, it shall not count toward completion of the eligibility requirements for tenure.

Section 8.7. Parental Leave.

A leave of absence without pay not to exceed six months may be granted by the Board to a faculty member to adopt and/or care for a child under the age of two. While such a leave will not constitute a break in service, it will not apply to vertical movement on the salary schedule, toward completion of the eligibility requirements for tenure or Professional Development Leave. While on such leave, the faculty member shall be allowed to participate in the Board's group hospitalization and insurance policies if the faculty member pays for the full cost of such participation.

Section 8.8. Association Leave.

The Association President and/or the officially designated Association delegate shall be granted a total of up to five (5) days non-accumulative leave in the aggregate per academic year to attend special meetings and/or conventions of the regional, state, or national affiliate of the Association. Requests for such leave must be submitted in writing as soon as possible to the appropriate Academic Administrator and/or the administrator designated for that purpose by the appropriate Academic Administrator who will authorize same in the absence of compelling

circumstances requiring the faculty member's presence. An individual who is granted such leave shall have the responsibility to make arrangements for the teaching of his/her classes while on such leave and such arrangements shall be subject to the approval of the appropriate Academic Administrator and/or the administrator designated for that purpose by the appropriate Academic Administrator.

Section 8.9. Personal Leave.

Each faculty member shall be permitted without loss of salary two personal days each calendar year to be used during any fall or spring semester. Unused personal days shall accumulate up to a maximum of four (4) days. If a faculty member takes a personal day during the regular academic year, the day will cover overload. Benefitted time may not be used by the faculty during the summer session. The practice of docking for absences for summer session will remain in effect. Faculty must report all personal leave absences to their respective Deans, and personal leave will be charged from day one of an absence.

Personal leave will be accounted as follows: an absence from any portion of the morning or afternoon/evening commitment (instruction, office hours or required meetings) requires a half personal day be recorded (3.75 hours); any absence in excess of one-half of the hours' commitment for the day will require the use of one personal day to be recorded (7.5 hours); an absence from all missed commitments on a day requires the use of one personal day being recorded (7.5 hours).

Written notice for such leave shall be made to the faculty member's immediate supervisor as early as possible prior to the desired day of such leave and reason for said leave may or may not be given. In an emergency, notice may be given at a later time. Personal leave shall not be

available during a work stoppage of any kind, or when the number of faculty members on leave at any one time becomes excessive and renders the respective Division ineffective.

Personal leave may not be taken during the first five (5) working days of each semester, unless the faculty member receives permission from the faculty member's immediate supervisor due to the existence of extenuating or emergency circumstances.

Section 8.10. Family and Medical Leave Act of 1993.

The College will develop policies and take necessary action to be in compliance with the Family and Medical Leave Act of 1993 (FMLA). If a faculty member would be eligible to take a leave under both the Family and Medical Leave Act of 1993, as it may from time to time be amended, and under one of the leave of absence provisions set forth in this agreement, the leave will run concurrently.

Section 8.11. Family Military Leave.

Faculty are covered by the College's policy on medical and non-medical family military leave, as they may from time to time be amended.

Section 8.12. Victims Economic Security and Safety Act (VESSA).

Faculty are covered by the College's VESSA policy, as it may from time to time be amended.

Section 8.13. Other Leave.

Other leave, either paid or unpaid, may be granted to full-time faculty when a faculty member has exhausted all of his/her FMLA leave time or FMLA is not applicable. Other leave will generally be granted for a period of not less than three (3) days nor for more than six (6)

months. All accrued applicable benefit leave time (sick and personal leave) must be used before being placed on unpaid leave status. Both the initial leave and any extension thereof shall require the prior approval of the College President or his/her designee. The granting of other leave will not be binding or create a precedent for future leave requests.

In the event of a foreseeable leave, faculty must give their immediate supervisor thirty (30) working day's notice prior to the commencement of the leave. In unexpected or unforeseeable situations, faculty members should provide as much notice to their immediate supervisor as is possible or feasible, generally within two (2) working days after the need for leave becomes known.

The faculty shall submit a Time Off Request Form and specify the expected duration of the leave. A written explanation for the leave detailing the reason for the request should accompany the Time Off Request Form.

The Time Off Request Form and accompanying medical or other appropriate documentation must be submitted to the faculty member's immediate supervisor for recommendation of approval/denial.

ARTICLE IX

SENIORITY AND REDUCTION IN FORCE

Section 9.1. Definition of Seniority.

In collaboration, the College President and LCFA shall construct the seniority list procedure and shall follow the Illinois Community College Act, which requires a list be distributed by February 1 each AY. (110 ILCS 805/3B-5)(from Ch. 122, par 103B-5).

The seniority of faculty members shall be based on the last date of beginning continuous full-time employment by the Board. Conflicts of seniority among faculty members with the same seniority date shall be resolved on the basis of the earliest date on the initial contract of employment with Lewis and Clark Community College.

Section 9.2 Placement and Accumulation of Seniority

9.2.0 Seniority will accumulate for tenured Association members while assigned administrative Duties if required due to low enrollment in their teaching area.

9.2.1 Seniority will be suspended for tenured Association members who transition into a full-time position outside of the bargaining unit and their contract allows for returning to previous teaching duties.

9.2.2 Seniority will not accumulate if a full-time administrator is required to temporarily return to a teaching role in the event of a shortage in available instructors.

9.2.3 Seniority shall be determined by the following criteria:

9.2.3.1 Seniority is based on the date of beginning continuous full time faculty employment at the College in the original department for which the-faculty member is hired.

9.2.3.2 With the effective date of this agreement, conflicts of seniority among faculty

members with the same beginning date of full-time employment shall be resolved by the highest cumulative semesters of teaching service at the College; if still equal, by Board approval date; and if still equal, resolved by educational training. Any existing member in a discipline who has exercised previous seniority rights will be grandfathered and this article will only be applicable in future academic years.

9.2.3.3 If association members complete additional educational training and become qualified to teach in a new discipline in addition to the one in which they were originally hired, member seniority in the new discipline will accumulate from the date they began teaching in the new discipline.

9.2.3.4 The qualifications of a faculty member to teach specific courses in a field in addition to what they were initially hired for shall be reviewed by a three-member committee; one shall be the program coordinator, respective Dean and the Vice President for Academic Affairs.

9.2.3.5 In the event of a reduction in force, the LCFA Executive committee will serve in an advisory role and make recommendations to the College President regarding the faculty member's qualifications, credentialing, and retraining plan for any disciplines they teach in addition to the original discipline in which the member was hired.

Section 9.3 Loss of Seniority

Seniority and the employment relationship shall be terminated when a member:

- a. Resigns or quits;
- b. Is discharged;

- c. Retires or is retired;
- d. Is laid off for a period exceeding twenty-four (24) months;
- e. Fails to report to work at the conclusion of an authorized leave of absence

Section 9.4 Reduction in Force

If the Board decided to decrease the number of faculty members employed by the Board or to discontinue some particular type of teaching service or program, any resulting reduction in the number of faculty members shall be in accordance with Section 3B-5 of the Illinois Community College Tenure Act. In implementing Section 3B-5, the Board's determination of the skill and ability of faculty members to perform the remaining work available shall not be done in an arbitrary or capricious manner.

- 9.4.1 The Board shall apprise tenured faculty members of intention to totally discontinue a program at least 60 days in advance of such discontinuance.
- 9.4.2 Termination of a continuous appointment because of financial exigency or because of cutbacks in a program shall be based on seniority and the required credentials to teach in the field of qualification. Tenured faculty members shall not be subject to a reduction in force if following such reduction there would remain in employment any less senior tenured faculty member or any non-tenured faculty member (full-time or part-time) teaching courses.
- 9.4.3 Prior to the layoff of any full-time tenured Association member as a result of a reduction in force, the department shall eliminate, as needed and if possible:
 - 9.4.3.1 Adjunct faculty assignments within the department and discipline in which the Association member is competent to maintain full-time status
 - 9.4.3.2 Overload assignments of courses to Association members for which the full-time tenured Association member is qualified.
- 9.4.4 The department may retain those adjunct faculty assignments to courses that unavoidably or customarily run at the same time as other assignments to courses.

Section 9.5 Recall

The recall process shall adhere to the following:

- 9.5.1 Any Association member who is laid off is placed on a recall list for twenty-four (24) months from the beginning of the next academic year for which an Association member was removed as a result of a reduction in force.
- 9.5.2 The Association member shall be recalled based on seniority provided such Association member is qualified for the work and duties required of the position.
- 9.5.3 During the recall period, should adjunct faculty assignments within the department, discipline, and qualifications from which the Association member is laid off reach or exceed a full-time load in aggregate adjunct faculty assignments for the next fall/spring semesters, the Association member will be recalled to full-time status.
- 9.5.4 The member of the Association will be eligible to move to the next step of the pay schedule had the member been eligible to make such a move at the time of reduction in force.
- 9.5.5 The recall offer will be extended by certified overnight mail with copies to the Association President and will be deemed extended on the date of receipt of the certification. It is the responsibility of the Association member to keep the Office of Human Resources notified of the member's current mailing address and telephone number.
- 9.5.6 Once an offer of recall has been extended, the Association member must accept, in writing, such offer as made within seven (7) calendar days of being extended the offer or the offer will be considered to have been rejected.
- 9.5.7 Association members will be recalled on the basis of the seniority of those on the recall list at the time the position is being filled.
- 9.5.8 During the period of recall, no tenure or seniority rights are lost. No further seniority rights are accrued.
- 9.5.9 Upon recall, the faculty member is brought back at full tenure status as of the date of their reduction in force.

ARTICLE X

FACULTY WORK LOAD

There are two faculty work load options available. The first detailed in Article X, Section 10.1 as Traditional Work Load Model. The second, Teaching and Engagement Model (TEM), is attached to the LCFA 2022 – 2025 Agreement as a Memorandum of Understanding. Please refer to the MOU for details on how to participate in the TEM.

Section 10.1. Traditional Work Load Model

1. The normal teaching load shall be 30 lecture-equivalent hours during the academic year.
2. Except when otherwise provided below, a ratio of 1 to 1 shall be used when equating laboratory, studio, clinical hours, or GED instruction hours to lecture hours. In courses requiring direct supervision of students in a healthcare clinical environment, a ratio of 1 to 1 shall be used when equating clinical hours to lecture hours.
3. If a new course or program is instituted, the determination of lecture-equivalent hours for load purposes shall be based on the lecture-equivalent hours used for the existing course or program that is determined to be the most equivalent to the new course or program provided such determination shall not be made in an arbitrary or capricious manner.
4. For lecture courses and traditional laboratory courses, an hour shall be equal to 50 minutes. For health clinicals, an hour shall be equal to 60 minutes.
5. Minimum Enrollment The minimum course enrollment used for pro-rated lecture-equivalent hour calculations (see below) shall be:
 - a. 2022 – 2023 8
 - b. 2023 – 2024 10
 - c. 2024 – 2025 11

6. Pro-rated compensation. When course enrollment is less than the established minimum, a faculty member shall have the option of either canceling the course or accepting a pro-rated teaching load that shall be applied toward baseload and/or overload. Pro-rated teaching load is calculated based on highest enrollment occurring between (1) 11:59 PM on the day before the class begins and (2) 11:59 PM on the day before the class's refund date. Pro-rated load shall be course contact hours multiplied by the ratio of maximum enrollment to minimum enrollment. The combined lecture for multiple lab sections shall be compensated based on the total enrollment of all lab sections (see example below).

Example. 2022 – 2023 (minimum 8, overload rate \$778/hr.), lecture, single lecture/lab, release time. Overload compensation $(16.00-15) \times \$778/\text{hr.} = \778

Course	Credit hrs	Contact hrs.	Enrollment	Pro rated hrs.
LEC	3	3	4	1.5
LEC	3	3	6	2.25
LEC/LAB	5	4/3	15	4.00/3.00
LEC	3	3	6	2.25
Release	3			3
TOTAL				16

Example. 2023 – 2024 (minimum 10, overload rate \$798/hr.), lecture and single lecture multiple lab section. Overload compensation $(16.2 - 15) \times \$798/\text{hr.} = \958

Course	Credit hrs	Contact hrs.	Enrollment	Pro rated hrs.
LEC	3	3	19	3.00
LEC/LAB A	4	3/3	8	3.00/2.40
LEC/LAB B	4	0/3	10	0.00/3.00
LEC	3	3	9	2.70
LEC	3	3	7	2.10
TOTAL				16.20

7. When it is necessary to assign a faculty member to more than 15 lecture-equivalent hours in order to give the faculty member a normal load, any lecture-equivalent hours, or any fraction thereof in excess of 15, shall be paid on the basis of the overload rate.

8. Fully compensated courses. When a single-section, upper-level course, offered once a year has enrolled students who scheduled the course within their program of study for the semester in which the course would normally be offered and
 1. Course enrollment is less than minimum enrollment
 2. The course is essential to certificate, degree or transfer program requirements
 3. The course is required for timely completion of the certificate, degree, or transfer program, i.e., canceling the course would delay student(s) graduation
 4. No opportunity for course substitution meeting program needs is available,

then, pending qualified faculty availability, the course may be offered, and the total course lecture equivalent hours shall contribute to faculty teaching load (baseload and/or overload) regardless of course enrollment.

9. If faculty will not realize 30 contact hours by the end of the spring semester, the faculty member may have the following options: a) use previously banked credit hours from fall, (b) take a one-time “other duties” assignment in agreement with dean, (c) teach summer courses in order to fulfill 30 hours, or (d) receive a reduction in pay at 1/30 of base salary per contact hour short of 30.

Section 10.2. Class Size.

For lecture classes with enrollments of at least forty (40) students by the tuition refund date, each lecture hour will be equated on a ratio of 1.33:1 for faculty load purposes.

Example: If a faculty member has one three hour lecture class with an enrollment of at least 40 by the tuition refund date, the faculty member will be credited with four (4) hours for load purposes (i.e., $3 \times 1.33 = 4$).

Example: If a faculty member has one two hour lecture class with an enrollment of at least 40 by the tuition refund date, the faculty member will be credited with 2.66 hours for load purposes (i.e., $2 \times 1.33 = 2.66$).

Maximum enrollment per section for online courses shall not exceed 24 students without permission of the instructor.

The maximum class size as determined by the Vice President of Academic Affairs division Dean, and program coordinator may vary within sections of the specific course due to such considerations as accommodations, configuration or availability of space.

ARTICLE XI

INTELLECTUAL PROPERTY RIGHTS

Section 11.1 Scope.

It is the philosophy of the College, based upon its mission statement, to “establish an environment in which creativity can flourish.” The College encourages the creative efforts of the faculty in the development and protection of intellectual property. This Article governs the respective rights of the College and faculty relating to the ownership and revenues derived from such rights. Nothing herein shall be construed to change or alter the normal curriculum development and instruction responsibilities of the faculty.

Section 11.2. Definitions.

As used in this Article, the following terms have the meaning indicated:

1. Intellectual Property: Any tangible thing or matter subject to protection under the laws of copyright, trademark, patent, trade secret or similar laws, including all rights related thereto, such as the rights of sale or exploitation and including all common law rights therein. These include, but are not limited to: inventions (including new and used processes, or any new and useful improvements) works of authorship, dramatic works, pictorial, graphic and sculptural works, musical works, multimedia works, film, sound recording, architectural works, industrial designs, domain names, trademarks, service marks, and trade names.

2. Materials: Any tangible or electronic item (whether written or recorded) which contains or embodies material which is the subject of Intellectual Property Rights. These may include, for example, printed works, musical works, computer programs and multimedia products.
3. Significant Resource Support: The purchase of, or funding for, any equipment, materials, technical assistance, training, or other resources that are provided at the College's expense specifically for the faculty member's use in the making of the intellectual work. For example, a significant portion of the design work is delegated to another internal or external provider. Such resources would not normally be made available to all faculty.
4. College Directed or Commissioned: Separate agreement between the College and faculty member that falls outside of issues covered by this contract.
5. Independent Works: Intellectual property created or developed by a faculty member without the use or support of any of the College's resources.

Section 11.3 Ownership of Intellectual Property.

With the exception of Independent Works, determination of ownership category shall be agreed upon between the faculty member and the College President or designee before development begins. Ownership categories and their associated property rights are defined as:

1. College Directed or Commissioned Works. Arrangements for compensation for efforts not covered by this agreement may be made, provided the College and faculty member have reached a mutual agreement. Unless otherwise mutually agreed by both parties, allocation of property rights shall be: College 100%, Faculty 0%.

2. Works Supported with Significant Resources and Faculty Compensation. College provides significant resources and compensation to the faculty member for development. Compensation may be release time, overload pay, stipend or honorarium. No royalties paid to the faculty member for internal use. Allocation of property rights shall be College 65%, Faculty 35%.
3. Works Supported with Significant Resources. College provides significant resources, but no faculty compensation for development. No royalties paid to the faculty member for internal use. Allocation of property rights shall be: College 35%, Faculty 65%.
4. Works Supported with Faculty Compensation. College provides faculty compensation, but no significant resources, for development. No royalties paid to the faculty member for internal use. Allocation of property rights shall be: College 35%, Faculty 65%.
5. College-assisted Works. College provides neither significant resources nor faculty compensation for development. College assistance will be limited to resources routinely made available to other faculty for creation or development of intellectual property or for the performance of routine responsibilities of employment. No royalties paid to faculty member for internal use. Allocation of property rights shall be: College 0%, Faculty 100%.
6. Independent Works. College provides no resources or faculty compensation for development. Allocation of property rights and internal royalties shall be: College 0%, Faculty 100%.

Section 11.4. Modification of Intellectual Property Materials.

Only the faculty developer shall modify Intellectual Property Materials prepared as “Independent Works.”

The College shall have the unlimited right to use and to modify Intellectual Property Materials that are “College directed or commissioned works” unless otherwise agreed to between the College and the developer.

In the case of Intellectual Property Materials created or developed by faculty for educational purposes, (i.e., Internet delivered courses or multimedia courseware) and supported in part with either significant resources and/or faculty compensation, both parties shall have the right to use and to modify the Intellectual Property Materials, provided they inform one another.

Section 11.5. Use of Intellectual Property Materials.

1. Internal Use. The College shall expect a faculty member to create materials for the record keeping, evaluation of, and/or presentation to students in the faculty member’s classes (i.e., syllabi, assignments, exams, audiovisual aids, exercises). In such cases, the College shall have the right to expect the faculty member to use such materials in his or her classrooms without the College’s paying royalties. Intellectual property created for the fulfillment of the faculty member’s normal duties and responsibilities are presumed to belong to the faculty member, except as otherwise agreed on in this Article. However, the College shall have access when appropriate to such properties for internal review or for review by external regulating and accrediting agencies.

2. External Use. The College has the right to enter into agreements with third parties for the sale, licensing or other use of Intellectual Property only for those materials defined in this Article as solely owned by the College. Properties owned jointly as defined in this agreement may be sold, licensed or used upon written agreement between the College and the faculty member.
3. Separation Use. Should a faculty member leave the employment for the College, such member shall have the right to use property developed, except College directed or commissioned works (unless otherwise agreed upon in the initial agreement), without paying royalties to the College at subsequent places of employment. Notwithstanding anything to the contrary, the College has the right to continue to use and to modify property developed without paying royalties to the developer, except when the property has been developed as an Independent Work by the faculty member.

ARTICLE XII

RANK AND PROMOTION SYSTEM

Section 12.1. Generally.

Promotion will be defined as a move from one rank classification to another. Continued professional growth, demonstrated competence, consistent achievement in teaching, contribution to the College through community service, and exemplary overall participation as a member of the College community are factors which are important in determining whether a teacher should be promoted.

A committee on rank and promotion has been established to consider applications for promotions. This Committee will also consider applications for Professional Development Leave and recommend faculty for teaching awards to the President and the Board of Trustees for their review and consideration within financial restraints.

Section 12.2. Committee Membership and Term.

One faculty representative is elected from and by each academic division for two-year terms. Two at large representatives will be elected who will be selected from academic disciplines different from any other currently serving representative. At large Representative #1 will come from the Liberal Arts, Health Sciences, or Math and Science Divisions. At large Representative #2 will come from the Business or Technology Divisions. No individuals who are eligible for promotion shall serve on the committee during the year they are eligible.

In the election of divisional representatives, the following qualification should be considered: faculty should be selected who have a knowledge of the entire faculty body,

who are capable of exercising selective fairness across divisional lines, and will keep confidential the matters dealt with in the committee meetings. Terms and divisional representatives are as follows:

<u>Term</u>	<u>Division</u>
2021-2023	<ol style="list-style-type: none">1. Business Division2. Technology Division3. At Large Representative #1
2022 - 2024	<ol style="list-style-type: none">1. Liberal Arts Division2. Health Sciences Division3. Math and Science Division4. At Large Representative #2
2023 - 2025	<ol style="list-style-type: none">1. Business Division2. Technology Division3. At Large Representative #1
2024 - 2026	<ol style="list-style-type: none">1. Liberal Arts Division2. Health Sciences Division3. Math and Science Division4. At Large Representative #2

Consecutive terms shall not be permitted.

The appropriate Academic Administrator serves as facilitator and a faculty member of the committee is selected as chairperson.

The selected faculty member chairs the committee. Only faculty representatives participate in the voting on procedural matters and on recommendations for promotion.

Deliberations of the committee shall be secret and any public announcement of committee activities or action shall be made by the chairperson with the approval of the committee.

Section 12.3. General Guidelines.

1. Promotions are not automatic. However, all individuals shall be considered who meet the longevity requirements for a given rank at Lewis and Clark Community College, providing they have fulfilled the educational experience requirement for the rank.
2. It is the responsibility of the appropriate Academic Administrator and/or the administrator designated for that purpose by the appropriate Academic Administrator to make an annual review of all members of the division/department and ascertain who is eligible to be considered for promotion. The appropriate Academic Administrator and/or the administrator designated for that purpose by the appropriate Academic Administrator will discuss with each of the individuals:
 - (a) The criteria for promotion.
 - (b) The degree to which the individual meets the education and longevity requirements.
 - (c) That any eligible faculty member who desires promotion consideration must submit a written application directly to the appropriate Academic Administrator for presentation to the committee on rank and promotion.

- (d) The appropriate Academic Administrator and/or the administrator designated for that purpose by the appropriate Academic Administrator shall be called upon to assist the committee in its deliberations. The appropriate Academic Administrator and/or the administrator designated for that purpose by the appropriate Academic Administrator will respond to questions from the promotion committee concerning criteria for evaluation in Section 12.4.
 - (e) The applicant may be called upon to appear before the committee to assist in its deliberations.
3. The application shall be presented in a concise manner and shall respond to the criteria for evaluation as set forth in section 12.4.

Section 12.4. Criteria for Evaluation.

The following criteria and relative assigned weights will be utilized in evaluating a candidate for promotion:

1. General teaching effectiveness. (55 percent)
 - (a) Clear and intelligent presentation of subject matter.
 - (b) Illumination of subject matter through concrete, pertinent, and practical explanations.
 - (c) Organization of course and preparation for each class session.
 - (d) Arousal of student interest in subject matter, and stimulation of independent thought and effort.
 - (e) Adjustment of teaching techniques and subject matter to the range of abilities within each class.
 - (f) Ability to relate subject matter taught to broader areas.

- (g) Interest in individual students as evidenced by personal conference and informal discussion outside the classroom setting.
 - (h) Use student learning assessment to make evidence-based changes in curriculum and instruction.
2. Institution contribution. (30 percent)
- (a) General institution contributions such as:
 - (1) Committee work
 - (2) College enhancement
 - (3) Working with other departments (other than academic divisions)
 - (b) Inter- and intra-divisional cooperation.
 - (1) Effective and willing assumption of responsibility in departmental matters.
 - (2) Ability to work with faculty representing other disciplines.
 - (3) Personal and professional integrity.
 - (4) Fairness and non-partiality when dealing with colleagues in general.
 - (c) Contributions to curriculum development.
 - (1) Formulating and/or teaching a new course within the curriculum.
 - (2) Significant and effective revision of an existing course within the curriculum.
 - (3) Assisting with the development of a new degree or certificate program or with the modification of an existing program.
 - (4) Development of material (text, film, software and/or multi-media products, etc.) to be used in conjunction with a specific course.
 - (d) Contributions to community service.

- (1) Participation in such organizations as the Speakers Bureau.
 - (2) Presenting an organized program or service for students and/or the general public.
 - (3) Working at/participating in campus and community activities.
 - (4) Recognized service as a professional consultant.
3. Professional involvement and advancement (15 percent)
- (a) Educational level and training.
 - (1) Attainment of a more advanced degree or training since initial placement or last promotion.
 - (2) Earning College credit in an area directly related to the spectrum of expertise.
 - (3) Attendance at non-credit seminars, training sessions, professional meetings, workshops and short courses designed to increase teacher effectiveness.
 - (b) Activities in professional organizations relating to teaching area.
 - (1) Officer or member.
 - (2) Presentations made.
 - (3) Participation in committee work.
 - (c) Professional activities such as publications, papers, research, and special projects.

Section 12.5 Committee Procedures.

1. Complete file containing all standardized forms and other related data concerning the candidacy of individuals being considered for promotion is established for review by committee members.
2. The data within the file are carefully and independently reviewed by each committee member.
3. After careful assessment of the data collected in the files and from the personal interviews of supervisors and applicant when applicable, committee members determine which candidates shall be recommended to the President. The recommendation of candidates by the committee shall not be subject to the grievance procedure set forth in Article V of this Agreement.
4. The recommendations of the committee shall be forwarded to the President for his/her acceptance, modification or rejection. The President or his designee shall meet with the committee to discuss its recommendations. If the listing is accepted, the President shall submit it to the Board for its acceptance or rejection. Those not recommended shall be notified.

Section 12.6. Minimum Requirements for Promotion.

Educational credit used as the basis for prior promotion will not be requested for consideration for future promotions.

The minimum requirements for promotion shall be as follows:

Associate Instructor

1. Six years of professional or related experience in the field of the teaching area; or
2. Associate Degree or equivalent with a minimum of three years of related professional experience in an area related to the teaching field; or
3. Bachelor's Degree or equivalent in the teaching field or approved related area.

Instructor

1. Twelve years of professional or related experience in the field of the teaching area; or
2. Associate Degree or equivalent in the field of specialization and nine years of professional experience in or related to the teaching field; or
3. Bachelor's Degree or equivalent in the field of specialization and six years of professional experience in or related to the teaching field; or
4. Bachelor's Degree or equivalent in the field of specialization and 30 semester hours of approved graduate credit and three years of professional experience in or related to the teaching subject field; or
5. Master's Degree or equivalent in the field of specialization or a Master of Fine Arts Degree in the field of specialization.

Assistant Professor

1. Eighteen years of professional or related experience in the field of the teaching area; or
2. Associate Degree or equivalent in the field of specialization and fifteen years of professional experience in or related to the teaching field; or
3. Bachelor's degree or equivalent in the field of specialization and twelve years of professional experience in or related to the teaching field; or
4. Bachelor's Degree or equivalent in the field of specialization and 30 semester hours of approved credit in the teaching subject field or related area, and nine years of professional experience; or
5. Master's Degree or equivalent in the field of specialization, or Master's Degree with a graduate major in the teaching subject field, and six years of professional experience; or
6. Master's Degree in the field of specialization or Master's Degree with a graduate major in the teaching subject field, and fifteen semester hours of approved graduate credit in the teaching field or related area and three years of professional experience; or
7. Master's Degree or equivalent and 30 semester hours of approved graduate credit in the teaching subject field or related area, and two years of professional experience; or
8. Master's Degree or equivalent and 60 semester hours of approved graduate credit in the teaching subject field or related area, or a Master of Fine Arts

Degree in the field of specialization and one year of professional experience;
or

9. Doctorate in the field of specialization or approved related area.

Associate Professor

1. Master's Degree or equivalent in the field of specialization or related area, and twelve years of professional experience; or
2. Master's Degree and fifteen semester hours of approved graduate credit in the teaching subject field or related area and nine years of professional experience; or
3. Master's Degree and thirty semester hours of approved graduate credit in the teaching subject field or related area, and six years of professional experience;
or
4. Master's Degree and sixty semester hours of approved graduate credit in the teaching subject field or related area, or a Master of Fine Arts Degree in the field of specialization and five years of professional experience; or
5. Doctorate in the field of specialization or approved related area, and four years of professional experience.

Professor

1. Master's Degree or equivalent in the field of specialization or approved related area, and fifteen semester hours of approved graduate credit in the teaching field or related area, and sixteen years of professional experience; or
2. Master's Degree in the field of specialization or approved related area, and thirty semester hours of approved graduate credit in the teaching field or

related area, and thirteen years of professional experience; or

3. Master's Degree in the field of specialization or approved related area and sixty semester hours of approved graduate credit in the teaching subject field or related area, or a Master of Fine Arts Degree in the field of specialization and eleven years of professional experience; or
4. Doctorate in the field of specialization or approved related area, and nine years of professional experience.

Section 12.7. Conditions.

1. Additional degrees and hours must be within or related to the individual's teaching field or specialization. The Director of Academic Operations will make the determination of whether degrees or hours are within or related to the individual's teaching field or specialization and shall not be made in an arbitrary or capricious manner. A faculty member may appeal the determination of the Director of Academic Operations to their respective Dean. A faculty member may appeal the Dean's decision to the Vice President of Academic Affairs for a final determination.
2. All faculty are eligible to take accredited, graduate credit-bearing seminars and EDTR courses toward meeting the education criterion. Professional development seminars which offer graduate credit and which are offered by an accredited university, college, or professional association may be used to meet the educational criterion as long as they are taken on the faculty member's own time, at his/her expense, and another faculty member teaches any classes misses.

For technical faculty, hours may include hours directly related to the individual's technical teaching field or specialization on the following basis:

- a) For each thirteen (13) clock hours spent in obtaining a federal government recognized certification and registration directly related to the individual's technical teaching field or specialization, one (1) semester hour of graduate equivalent credit will be granted up to a

maximum to ten (10) semester hours of credit. (Note: Limit of one such certificate and registration may be used for this purpose). This calculation of clock hours only pertains to Section 12.7 of the contract.

- b) When neither credit hours nor continuing education units are offered, then for each thirteen (13) clock hours spent in a technical training program (e.g., factory sponsored training or clinic) on the individual's own time at his/her own expense directly related to the individual's technical teaching field or specialization, one (1) semester hour of graduate equivalent credit will be granted. When continuing education units are offered, three (3) continuing education units convert to one (1) credit hour for the purposes of promotion. A faculty member shall be considered on his/her own time for the purposes of this subsection if the faculty member has made appropriate arrangements to have another qualified faculty member teach any classes that the faculty member misses while attending such a technical training program as long as such arrangements do not entail any additional cost to the Board and have been approved in advance by the appropriate Academic Administrator and/or the administrator designated for that purpose by the appropriate Academic Administrator. The appropriate Academic Administrator's determination of whether such hours are directly related to the individual's technical teaching field or specialization shall not be made in an arbitrary or capricious manner. This calculation of clock hours only pertains to Section 12.7 of the contract.

3. Individuals granted rank at Lewis and Clark Community College must serve the required number of years within the rank before being considered for promotion.
4. Longevity requirements for promotion consideration. Individuals with the rank of instructor must serve at least three years within the rank before being considered for promotion to the rank of assistant professor. Individuals with the rank of assistant professor must serve at least four years within the rank before being considered for promotion to the rank of associate professor. Individuals with the rank of associate professor must serve at least six years within the rank before being considered for promotion to the rank of professor.

When individuals who hold the rank of associate instructor fulfill the educational and/or experience requirements for the rank of instructor, they shall automatically be elevated to the rank of instructor effective the beginning of the next contract year. Under normal circumstances, no person shall be eligible for promotion unless he/she has fulfilled the educational and experience requirements for the rank. However, because of outstanding accomplishment within the field of specialization, or because of outstanding teaching performance, the Board of Trustees may extend a rank promotion to those individuals whose qualifications and longevity would not ordinarily warrant it.

When a faculty member is granted a promotion by the Board, the faculty member shall be elevated to the appropriate rank effective the beginning of the next contract year and said faculty member shall, if otherwise eligible, receive an experience step increment.

Section 12.8. Salary Increases Beyond Highest Step in Rank

A faculty member who is at the highest step for his/her rank shall receive the full percentage salary increase negotiated for that year. A faculty member who has reached the highest step for his/her rank and is granted a promotion shall be placed at a step in the new rank that is commensurate with the number of steps the faculty member has received in salary increases beyond the highest step in his/her previous rank.

ARTICLE XIII

BOARD RIGHTS

The Board, on behalf of the electors of the District, retains and reserves the ultimate responsibilities for proper management of Lewis and Clark Community College conferred upon and vested in it by the Statutes and the Constitution of the State of Illinois and the United States, including but not limited to the responsibilities for the right:

1. To maintain executive management and administrative control of the District and its properties and facilities and the activities of its employees as related to the conduct of District affairs;
2. To hire all employees and, subject to provisions of law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion, and to evaluate, promote and transfer all such employees;
3. To establish, modify or eliminate courses of instruction, including special programs, and athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
4. To delegate authority through recognized administrative channels for the development and organization of the means and methods of instruction according to current Board policy or as the same may from time to time be amended.

5. To determine student assignments, class schedules, non-classroom assignments, the hours of instruction, and the duties, responsibilities, and assignments of those in the bargaining unit.

The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Illinois and the Constitution and laws of the United States.

No action, statement, agreement, settlement, or representation made by any member of the bargaining unit shall impose any obligation or duty or be considered to be authorized by or binding upon the Board unless and until the Board has agreed there to in writing.

Nothing contained herein shall be construed to deny or restrict the Board of its rights, responsibilities, and authority under the Illinois Public Community College Act or any other national, state, county, district, or local laws or regulations as they pertain to education.

ARTICLE XIV

SALARIES AND INSURANCE

Section 14.1. Salaries.

The salary schedule for the 2022 – 2023 Academic Year is attached as Appendix B.

The salary schedule for the 2023 – 2024 Academic Year is attached as Appendix C.

The salary schedule for the 2024 – 2025 Academic Year is attached as Appendix D.

Section 14.2. Pay Procedures.

Salary compensation occurs semimonthly and is distributed via direct deposit or through the United States Postal Service. Required taxes, authorized withholdings, or withholdings otherwise required by law will be withheld from each payment.

Section 14.3. Placement on Salary Schedule.

Initial placement on the salary table shall be determined by education and experience. The combination of these two variables will determine the rank of the faculty member and the appropriate salary step. Placement within the appropriate rank will be based on experience. The minimum requirement for a given rank classification may not be counted for step placement. In initial placement for all new faculty members employed by the College, step placement may be allowed for up to each year for full-time and adjunct teaching experience. Full-time work experience related to the teaching field will be evaluated on an individual basis. After initial placement assessment, the Director of Human Resources shall confer with the Faculty Association President, or his/her designee regarding the placement assessment.

Faculty members initially employed on a full-time basis before the official mid-term date of a given semester shall only be considered to have been employed at the beginning of that

semester for purposes of tenure consideration (Article VI, Section 6.4.) and for longevity requirements for promotion consideration under Article XII of this Agreement. For the purpose of establishing seniority, the actual date of employment shall be used as described in Article IX, Section 9.1.

Section 14.4. Insurance Coverage.

The group hospital and dental insurance policies, the group term life insurance policy, the long term disability insurance policy, and liability insurance policy in effect when this Agreement is ratified shall be continued during the term of this Agreement; provided, however, the Board retains the right to change insurance carriers, to self-insure or otherwise provide for coverage, including through a health insurance cooperative or exchange, as long as the level of benefits remains substantially similar or to maintain a uniformity of benefits within the College. The College will discuss any such modifications with the Faculty Association prior to implementing any such changes.

Section 14.5. Terms of Policies to Govern.

The extent of coverage under the insurance policies referred to in Section 14.4. shall be governed by the terms and conditions set forth in said policies. Any questions concerning coverage shall be resolved in accordance with the terms and conditions in said policy and shall not be subject to the grievance procedure set forth in this Agreement.

Section 14.6. Summer Session Pay.

Faculty members shall be paid per lecture-equivalent hour according to the following:

Summer 2023 \$778

Summer 2024 \$798

Summer 2025 \$818

Section 14.7. Overload Pay.

Faculty members shall be paid per lecture-equivalent hour according to the following:

Academic Year 2022 – 2023 \$778

Academic Year 2023 – 2024 \$798

Academic Year 2024 – 2025 \$818

Section 14.8. Tuition Benefits.

It is the policy of the College to provide full tuition waivers for credit hour courses to full-time faculty and their eligible family members in accordance with the provisions outlined herein.

Applicants must obtain verification of their status as full-time faculty or eligible family members of full-time faculty of the College from the Human Resources Department. An “eligible family member” is defined as spouse, domestic partner or unmarried dependent child under 26 years of age or 90 earned LC credit hours. A properly completed and signed verification form must be presented by the applicant to the Director of Enrollment Center at the time of registration.

Full-time faculty are eligible to enroll for courses that do not conflict with their work schedule. Any additional fees, including the cost of textbooks and required materials, related to

the course in which faculty or their eligible family members are enrolled must be assumed in full by the enrollee.

Section 14.9 SURS Management

The college reserves the right to manage overload or other additional duties which may cause a faculty member to exceed 106% of the previous academic year's total compensation.

This management will be executed in an equitable, non-discriminatory manner.

In making decisions, the College will consider the benefit to students, programs, departments, and the College. The application of section 14,9 applies to all compensation within this agreement. Any faculty member who is eligible for retirement and is eligible for promotion shall receive full promotion within of the year of promotion regardless of this SURS management strategy.

Section 14.10 Coordinator Compensation.

Career program and general education coordinators are compensated for base duties and miscellaneous duties at a minimum of two (2) credit hours/program/academic year not to exceed twenty (20) credit hours/program/academic year and 2 months extended contract.

On an annual basis, prior to coordinator appointment, coordinator designates and deans shall review program goals and objectives in order to establish an appointment agreement and compensation. Appointments shall be for the entire academic year, shall be made no later than May 30 for the following academic year.

Compensation should be in the form of overload pay and/or release time as determined by the appropriate academic administrator. Coordination compensation will not be calculated in an arbitrary and capricious manner.

Coordinator duties and compensation shall be made available to the coordinator designate in writing at the time the appointment is reviewed and agreed upon. Final compensation agreements and assigned duties of all coordinators will be made available to the LCFA president.

Section 14.11. Additional Assignments.

The College will continue to have the right of assignment of duties and positions. Where a faculty member may be assigned, the College will publicize via its Human Resources advertisement processes new assignments or positions that receive compensation when such opportunities become available. Where a faculty member is to be selected, the College retains the right to decide which faculty member is selected, the duration of the assignment and the amount of compensation. This section does not apply to overload or summer session assignments.

Section 14.12. Doctoral Stipend.

- 14.12.1. Faculty with a doctorate (for example, Ph.D, Ed.D., J.D., DDS, DCM, DO) earned and received from a fully accredited institution shall receive 3 (three) hours of release time per academic year. These faculty may, at their discretion, engage in additional engagement work outside the classroom.
- 14.12.2. The doctorate issuing institution must have been accredited for at least five years prior to the time the doctorate was earned and received. A fully accredited institution is an institution of higher education accredited by a United States recognized accrediting institution and all other accrediting bodies as recognized by the U.S. Department of Education.
- 14.12.3. Foreign degrees Must be evaluated for equivalency.

ARTICLE XV

NON-INTERRUPTION OF SERVICES AND WORK

During the term of this Agreement, neither the Association nor any of the full-time faculty members covered by this Agreement will instigate, promote, sponsor, or participate in any strike, sympathy strike, slowdown, stoppage of work, picketing or any other interruption of the operations of the College, regardless of the reason for so doing. Any or all faculty members who violate this provision may be terminated or otherwise disciplined by the Board.

ARTICLE XVI

ENTIRE AGREEMENT

This agreement, upon ratification, supersedes all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term.

The parties acknowledge that, during the negotiations which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, including the impact on the Board's exercise of its rights as set forth herein on terms and conditions of employment, even though the parties may not have known or thought about such subjects when they negotiated this Agreement. This paragraph does not waive the Association's right to bargaining over any subject or matter not referred to or covered in this Agreement that is a mandatory subject of bargaining and concerning which the Board is considering changing during the term of this Agreement.

This Agreement shall be subject to modification or supplement during the term of the Agreement only through the express, written, mutual consent of the parties. Any such modification or supplement shall be reduced to writing, signed by the parties and submitted to the Board and the Association for adoption and ratification.

ARTICLE XVII

SAVINGS

If any provision of this Agreement is or shall at any time be contrary to or unauthorized by law, then such provision shall not be applicable or performed or enforced, except to the extent permitted or authorized by law; provided that in such event all other provisions of this Agreement shall continue in effect.

ARTICLE XVIII

TERM OF AGREEMENT

This Agreement shall be effective as of the 14th day of June, 2022, and shall remain in full force and effect until the completion of the 2025 summer session. It shall automatically be renewed from year to year unless either party shall notify the other in writing at least ninety (90) days prior to the end of the 2025 summer session, or at least ninety (90) days prior to the end of the summer session in any succeeding year.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 14th day of June, 2022.

BOARD OF COMMUNITY COLLEGE DISTRICT 536
LEWIS AND CLARK COMMUNITY COLLEGE

LEWIS AND CLARK COMMUNITY COLLEGE
FACULTY ASSOCIATION, IEA-NEA

By: 
Ken Trzaska

By: 
Deb Witsken

APPENDIX A

GRIEVANCE FORM

Grievant: _____

(1.) Description of Grievance (including full facts on which grievance is based):
(2.) Date of Occurrence:
(3.) Date of Informal Resolution Meeting(or date when grievant became aware of occurrence):
(4.) Article(s) and Section(s) in Question:
(5.) Specific Relief Requested:

Filing Date: _____, 20__

Grievant Signature: _____

Received by: _____

Date: _____

Original to appropriate administrator identified in appropriate step.

(If additional sheets need to be attached to this Grievance Form to provide additional space for description, remedies, explanations, responses, position statement, etc., please make any reference to any attachments in the appropriate place on this Grievance Form.)

APPENDIX B—Revised 9/9/22

FACULTY SALARY SCHEDULE FOR 2022-2023

6.00% Increase (Step \$1,746.57)

Advance a Step @6.00%

STEP	ASSOCIATE INSTRUCTOR	INSTRUCTOR	ASSISTANT PROFESSOR	ASSOCIATE PROFESSOR	PROFESSOR
0	26,961	38,772	45,706	53,351	61,669
1	28,708	40,519	47,453	55,098	63,416
2	30,455	42,265	49,200	56,845	65,162
3	32,201	44,011	50,946	58,590	66,908
4	33,948	45,758	52,693	60,337	68,655
5	35,694	47,505	54,439	62,084	70,402
6	37,441	49,252	56,186	63,831	72,149
7	39,188	50,999	57,933	65,578	73,896
8	40,934	52,745	59,679	67,324	75,642
9	42,681	54,491	61,426	69,071	77,388
10	44,428	56,238	63,173	70,818	79,135
11	46,174	57,984	64,919	72,563	80,881
12	47,920	59,731	66,666	74,310	82,628
13	49,667	61,478	68,412	76,057	84,375
14	51,414	63,225	70,159	77,804	86,122
15	53,160	64,971	71,905	79,550	87,868
16	54,907	66,717	73,652	81,297	89,615
17	56,654	68,464	75,399	83,044	91,361
18	58,400	70,210	77,145	84,789	93,107
19		71,957	78,892	86,536	94,854
20		73,704	80,638	88,283	96,601
21		75,450	82,384	90,029	98,347
22		77,197	84,131	91,776	100,094
23			85,878	93,523	101,841
24			87,625	95,270	103,587
25			89,371	97,015	105,333
26				98,762	107,080
27				100,509	108,827
28				102,255	110,573
29					112,320
30					114,067
31					115,813

APPENDIX C—Revised 9/9/22

FACULTY SALARY SCHEDULE FOR 2023-2024

4.00% Increase (Step \$1,816.43)

Advance a Step @ 4.00%

STEP	ASSOCIATE INSTRUCTOR	INSTRUCTOR	ASSISTANT PROFESSOR	ASSOCIATE PROFESSOR	PROFESSOR
0	26,223	38,506	45,718	53,669	62,319
1	28,039	40,323	47,534	55,485	64,136
2	29,856	42,139	49,351	57,302	65,952
3	31,673	43,956	51,168	59,118	67,769
4	33,489	45,772	52,984	60,934	69,585
5	35,305	47,588	54,800	62,751	71,401
6	37,122	49,405	56,617	64,568	73,218
7	38,939	51,222	58,434	66,384	75,035
8	40,756	53,039	60,251	68,201	76,852
9	42,571	54,854	62,066	70,017	78,667
10	44,388	56,671	63,883	71,833	80,484
11	46,205	58,488	65,700	73,650	82,300
12	48,021	60,303	67,515	75,466	84,116
13	49,837	62,120	69,332	77,283	85,933
14	51,654	63,937	71,149	79,099	87,750
15	53,471	65,754	72,966	80,916	89,567
16	55,286	67,569	74,781	82,732	91,382
17	57,103	69,386	76,598	84,549	93,199
18	58,920	71,203	78,415	86,365	95,016
19		73,019	80,230	88,181	96,832
20		74,835	82,047	89,998	98,648
21		76,652	83,864	91,814	100,465
22		78,468	85,680	93,630	102,281
23			87,496	95,447	104,097
24			89,313	97,264	105,914
25			91,130	99,080	107,731
26				100,896	109,547
27				102,713	111,363
28				104,530	113,180
29					114,996
30					116,813
31					118,629

APPENDIX D—Revised 9/9/22

FACULTY SALARY SCHEDULE FOR 2024-2025

4.00% Increase (Step \$1,889.09)

Advance a Step @ 4.00%

STEP	ASSOCIATE INSTRUCTOR	INSTRUCTOR	ASSISTANT PROFESSOR	ASSOCIATE PROFESSOR	PROFESSOR
0	25,383	38,157	45,658	53,927	62,923
1	27,272	40,046	47,547	55,816	64,812
2	29,161	41,936	49,436	57,704	66,701
3	31,051	43,825	51,325	59,594	68,590
4	32,940	45,714	53,215	61,483	70,480
5	34,828	47,603	55,103	63,371	72,368
6	36,718	49,492	56,992	65,261	74,257
7	38,607	51,381	58,882	67,150	76,147
8	40,497	53,271	60,771	69,040	78,036
9	42,386	55,160	62,661	70,929	79,926
10	44,274	57,048	64,549	72,817	81,814
11	46,164	58,938	66,438	74,707	83,703
12	48,053	60,827	68,328	76,596	85,592
13	49,941	62,716	70,216	78,485	87,481
14	51,831	64,605	72,105	80,374	89,371
15	53,720	66,494	73,995	82,263	91,260
16	55,610	68,384	75,884	84,153	93,149
17	57,498	70,272	77,773	86,041	95,038
18	59,387	72,162	79,662	87,931	96,927
19		74,051	81,551	89,820	98,816
20		75,939	83,440	91,708	100,705
21		77,829	85,329	93,598	102,594
22		79,718	87,219	95,487	104,484
23			89,107	97,375	106,372
24			90,996	99,265	108,261
25			92,886	101,154	110,151
26				103,044	112,040
27				104,932	113,928
28				106,821	115,818
29					117,707
30					119,596
31					121,485