

**CONTRACTUAL AGREEMENT BETWEEN
THE BOARD OF TRUSTEES
OF COLLEGE OF DuPAGE**

and

**COLLEGE OF DuPAGE
FACULTY ASSOCIATION IEA/NEA
2012-2015**

*Extension through Academic Year 2017
Approved May 22, 2014 per Addendum*

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CONTRACTUAL AGREEMENT BETWEEN

The BOARD OF TRUSTEES of COLLEGE OF DuPAGE operating under the provisions of the Illinois Public Community College Act of the State of Illinois

and

COLLEGE OF DuPAGE FACULTY ASSOCIATION IEA/NEA

This Contractual Agreement is entered into this day, by and between the Board of Trustees of College of DuPage, hereinafter called the Board, or the College, and the College of DuPage Faculty Association IEA/NEA, hereinafter called the Association.

This Contractual Agreement is negotiated pursuant to the Illinois Educational Labor Relations Act, PL83 1014, to establish the terms and conditions of employment for the members of the bargaining unit herein defined.

Whereas, the Board and the Association recognize and declare that providing quality higher education for residents of this College district is their mutual aim and

Whereas, the College personnel is qualified to participate in recommending policies and educational programs, and

Whereas, the parties have reached certain understandings which they desire to confirm in this Contractual Agreement.

It is hereby agreed as follows:

A RIGHTS OF THE ASSOCIATION

A 1 RECOGNITION, TITLES, AND FACULTY RANK

A 1.a RECOGNITION

The Board of Trustees of College of DuPage and/or its designated representatives hereby recognizes the College of DuPage Faculty Association as the sole and exclusive negotiating representative for regular full-time Faculty including counseling faculty, librarians and coordinators employed or hereafter employed by the Board.

“Included are all regularly employed full-time Faculty Members including counseling faculty, librarians, and coordinators. Regular full-time Faculty is defined as an employee who is offered and accepts a nine-month or three-quarter/two-semester academic year appointment, has not been terminated, and whose duties for over 50% of the employee's time include a majority of those functions listed in this agreement as the duties of Teaching Faculty, duties of Counseling Faculty, or duties of Library Faculty. The personnel in the positions of Reference Librarians, Technical Services Librarian, Coordinator of Faculty Development, and Coordinator of International Education, are also considered regular full-time Faculty. Employees whose positions are funded by contracts or agreements with outside governmental or private agencies are included in this bargaining unit. Current Faculty who are part of the bargaining unit and are subsequently transferred to a grant or contract with an outside agency will remain in the bargaining unit. Full-time substitute Faculty employed for less than one full quarter are not part of the bargaining unit. Full-time substitute Faculty employed for one or more quarters/semesters are covered by this agreement. Full-time substitute Faculty are those hired to replace full-time Faculty who are on a nine-month or three-quarter or two-semester contract and who for some reason are unable to fulfill their commitment.”

(From Illinois Educational Labor Relations Board Corrected Order of Certification issued June 30, 2010.)

Excluded are the President, Vice President for Academic Affairs, Vice Presidents, Controller, Deans, Associate or Assistant Deans, other administrative staff, managerial, or supervisory staff, classified staff, nurses, confidential employees, directors, and any new position which may be hereinafter created which includes among its responsibilities the making of meaningful recommendations/decisions concerning the employment, evaluation, transferring, assignment, disciplining, or dismissal of full-time Faculty Members."

(From Illinois Educational Labor Relations Board Corrected Order of Certification issued June 30, 2010.)

Each Faculty Member shall be advised of the Administrator who serves as her/his supervisor.

A 1.b TITLES

Throughout this Contractual Agreement the title of the position of Counselor, Reference Librarian, Technical Services Librarian, Coordinator of Faculty Development, and International Studies Coordinator shall be renamed Counseling Faculty Member, Library Faculty Member, Library Faculty Member, Coordinator of Faculty Development, and Coordinator of International Education respectively.

The terms Faculty, Faculty Member and/or Instructor as herein used shall apply to all persons represented by the Association.

A 1.c FACULTY RANK

STEP Experience Factor	Master's Degree A	Master's Plus 20 B	Master's Plus 40 C	PhD or Master's Plus 75 D**	E***	Rank ****
1	1	1	1	1	1	I
2	2	2	2	2	2	I
3	3	3	3	3	3	I
4	4	4	4	4	4	T
5	5	5	5	5	5	T
6	6	6	6	6	6	T
7	7	7	7	7	7	C
8	8	8	8	8	8	C
9	9	9	9	9	9	C
10	10	10	10	10	10	P
11	11	11	11	11	11	P
12	12	12	12	12	12	P
13	13	13	13	13	13	P
14		14	14	14	14	P
15		15	15	15	15	P
16			16	16	16	P
17				17	17	P
18					18	P
19					19	P
20					20	P

- ** May also be earned with Master's Plus 60 and a Personal Education Plan. See Section F 2.1, DEFINITION OF RANGES, of this Contractual Agreement.
- *** Earned through procedures identified in Section F 2.2, E-RANGE, of this Contractual Agreement.
- **** I: Instructor T: Asst. Professor C: Assoc. Professor P: Professor

A 2 ACCESS

The Board assures the Association reasonable non-confidential access to the Board and College resources including but not limited to names and addresses of Faculty Members, reproduction services, meeting rooms and access to Faculty, provided that college meetings, activities and functions have priority.

A 3 FACULTY SENATORS AVAILABILITY

The administration will cooperate in arranging afternoon scheduling so as to facilitate elected Faculty Members' availability for Faculty Senate meetings. The Dean/Associate or Assistant Dean retains full authority to make such scheduling decisions.

A 4 REASSIGNED TIME FOR THE ASSOCIATION

The Faculty Association will receive thirty (30) hours of reassigned time per calendar year to be allocated according to the wishes of the Faculty Senate.

The parties have agreed as follows with respect to Article A 4 of the Contractual Agreement between the Board of Trustees of College of DuPage and College of DuPage Faculty Association IEA/NEA:

1. The thirty (30) hours of reassigned time is an annual allocation. The allocation period begins in Spring Semester and ends in Fall Semester of each calendar year.
2. Not more than 5 hours unused in any year may be carried forward to another year in the same contract period.
3. There will be no carryover of unused reassigned time to a subsequent Contractual Agreement.
4. The President of the Faculty Association will notify the Vice-President of Human Resources or designee and the Faculty Member's Administrator in writing of allocations of reassigned time at least 10 instruction days prior to the effective date of such allocation.
5. For Teaching Faculty, hours used will be charged to the allocation by the number of contact hours for which Teaching Faculty load is reduced from that described in D 7, WORKLOAD OF FACULTY MEMBERS, of the Contractual Agreement.
6. The allocation of Librarian and Counselor load or other nine-month Faculty load, for the purposes of service as a Senate Officer shall be calculated as a percentage of a standard base 15 hour teaching load annualized and applied to a forty hour work week.
7. Teaching Faculty with Association reassigned time will receive a pro rata decrease in office hours.
8. No Faculty Member may be assigned more than 50% reassigned time by the Association in any academic term.
9. If the Association inadvertently exceeds its annual allocation, any excess will be reduced from the subsequent year's allocation.

A 5 FAIR SHARE

Each bargaining unit member, as a condition for the member's employment, on or before thirty (30) days from the date of commencement of duties, or the opening of Fall Semester, or the effective date of this Contractual Agreement, whichever is later, shall join the College of DuPage Faculty Association IEA/NEA or pay a fair share fee to the Association. Such a fair share fee shall be set by the Faculty Senate and may be equivalent to but may not exceed the amount of dues uniformly required of members of the Association.

The Board (upon written notice from the Association) shall deduct the fair share fee from the wages of the non-member.

Such fee shall be paid to the Association by the Board no later than fifteen (15) days following deduction.

Faculty objecting to such a "fair share" fee on the basis of religious beliefs and tenets as allowed by Public Law 83-1014 Section XI, also found as (Section 115 ILCS 5/11), may file a written statement with the Board. The Board will then deduct an amount equal to the "fair share" fee and direct it to a non-religious charity designated from an approved list by the Faculty Member or, failing to designate such a recipient, as authorized in the law.

A 6 COMMITTEE PARTICIPATION

The appointment of fifty percent (50%) of Faculty Members requested for College-wide committees shall be made by the Faculty Association, provided that they appoint members within fifteen (15) instructional days of the request being sent to the Association. If there is an uneven number of faculty member committee openings, the fifty percent (50%) for the Association appointment is determined by rounding up. If the Faculty Association does not provide their selection of faculty committee members by the due date the College President or designee may appoint committee members.

Appointments for the remaining faculty member committee openings will be made by the College President or designee. The Association will be given the opportunity to make recommendations for these openings by submitting a minimum of two (2) faculty names per opening within fifteen (15) instructional days of the request. The College President or designee may appoint committee members outside those recommended by the Faculty Association.

A committee is a group of people appointed to attend to any matter of business referred to them, and includes groups alternatively named, such as teams, councils, task forces, or any other alternatively named group.

As used herein "College-wide committee" shall mean any committee which includes any Faculty Member(s) and whose scope extends beyond two (2) divisions.

A 7 BOARD/ADMINISTRATION/FACULTY COMMUNICATION

The President and Vice-President of the Association and the President of the College shall meet at least once each semester to discuss matters of mutual interest. Nothing herein shall preclude members of the Board of Trustees from attending such meetings.

The Faculty Association Senate, the President and available Senior Management Team (SMT) Members of the College shall meet at least once each semester to discuss matters of mutual interest. Prior to the meeting the Senate and SMT will agree on an agenda and whether to allow any other parties to be in attendance. Nothing herein shall preclude members of the Board of Trustees from attending such meetings.

A 8 ASSOCIATION SUPPORT

The College will provide the use of the space designated as BIC 1021 through August 31, 2000. After that date, comparable space in the BIC Building may be designated by the Board for use by the Faculty Association/Senate as an Association/Senate Office (rent will be adjusted proportionally to the square footage if a space other than BIC 1021 is designated).

The College will provide a phone, keys, Internet access and access to the space. Annual rent of \$1,000 commences upon ratification of this Contractual Agreement. The rate agreed upon shall remain fixed for the life of this Contractual Agreement. The Board and the Association agree that the entire amount of the

Faculty Association Office rent will be donated to the Michael T. Murphy Presidential Scholarship administered by the College of DuPage Foundation.

If an Association officer or designee uses a portion of above mentioned office as the officer's sole Faculty office, then all rent charges will be waived for the time period involved. Office furniture and equipment assigned to the Faculty Member will be moved between both offices at College expense no more than once a year.

The Faculty Association will take responsibility for custodial care of the above cited office. All reasonable and necessary maintenance and repair of this space is the responsibility of the College. Any proposed renovations to the above cited office space shall be submitted by the Association for approval by the Board of Trustees, and be at the Association's expense.

A 9 PROGRAM APPROVAL

Part of the approval process within the College for new and revised courses and/or programs shall be the opportunity for the Faculty Association's review with recommendations.

Membership of the College Curriculum Committee (CCC)

- One Full-time Faculty member per group or category as noted below for the three academic discipline divisions: Business & Technology, Health & Sciences, and Liberal Arts, chosen by the Faculty Association Committee on Committees (CoC) in consultation with the Division Curriculum Committee (DCC), for a minimum term of two years with the option for reappointment. To ensure continuity, each year approximately 50 percent of these members should be completing their terms. (CoC will place call for volunteers, then send list of applicants to DCC. DCC will send their recommendation to CoC for approval; COC will then send the recommendation to Faculty Association Senate for approval.)

<u>Business & Technology</u>	<u>Health & Sciences</u>	<u>Liberal Arts</u>
<ul style="list-style-type: none">• Business• Career & Technical Ed• Technology	<ul style="list-style-type: none">• Health Sciences• Social Sciences & Physical Education• Natural Sciences• Math	<ul style="list-style-type: none">• Communication• Fine & Applied Arts• Humanities

- One Full-time Faculty member representing the Counseling faculty, chosen by the Faculty Association Committee on Committees for a minimum two year term with the option for reappointment.
- One Full-time Faculty member representing the Library (Learning Resources) faculty, chosen by the Faculty Association Committee on Committees for a minimum two year term with the option for reappointment.
- One Full-Time Faculty member representing Faculty Senate, chosen annually by and reporting to the Instruction Committee. This member has no voting rights.
- One administrator from each academic division, for a term of two years
- Articulation Coordinator (non-voting)
- One student representative (non-voting)
- The Associate Vice-President for Academic Affairs, who will serve as chair (non-voting except in a tie)
- Curriculum Coordinator to prepare meeting packets and take and distribute meeting minutes (non-voting).

Duties and Responsibilities of the College Curriculum Committee

- The committee will ensure that each proposal is consistent with college mission and vision statements.
- The committee will determine whether each proposal is IAI compliant (if applicable) and meets ICCB guidelines.
- The committee will resolve issues involving overlap among divisions.
- The initiator/sponsor (or designee) is expected to be present at the CCC meeting. The associate dean/dean may also be present.
- The committee will either approve a proposal, OR recommend revision, OR reject the proposal.
- Agendas of the CCC meetings will be made available in an internal electronic format such as an intranet or portal site and through an e-mail sent to Administrators, Classified and Full-Time Faculty.
- Minutes of the CCC meetings will be made available in an internal electronic format such as an intranet or portal site and through an e-mail sent to Administrators, Classified and Full-Time Faculty.
- Decisions will be made by majority vote of the committee.
- The chair or designee will inform the college community of meeting times and agenda items and notify the appropriate initiator/sponsor of when a proposal will be considered by the committee.
- Other than the procedures specific in this report, the CCC will establish a regular meeting schedule during the academic year.

B RIGHTS OF THE BOARD

B 1 GENERAL RECOGNITION OF RIGHTS OF THE BOARD

Subject to the provisions of this Contractual Agreement and except as expressly provided otherwise by the terms of this Contractual Agreement, the Board of Trustees reserves and retains full rights, authority, and discretion in the proper discharge of its duties and responsibilities to control, supervise, and manage the College and its professional staff; to determine and administer educational policy; to operate the College and direct the professional staff; and otherwise retain all rights, authority, and discretion which are exclusively invested in the Board of Trustees or the College President under governing law, ordinances, rules and regulations as set forth in the Constitutions and laws of the State of Illinois and of the United States. It is normally recognized that the Board exercises most of its powers, rights, authorities, duties and responsibilities through the College President and members of the administrative staff.

B 2 BOARD INDEMNIFICATION IN FAIR SHARE

In the event of any legal action against the Board and/or College brought in court or administrative agency because of its compliance with the provisions of Fair Share, the Association agrees to defend such action, at its own expenses and through its own counsel, provided: 1) The College gives immediate notice of such action in writing to the Association, and permits the Association intervention as a party if it so desires, and 2) The College agrees to cooperate with the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels. The Association agrees that in any action so defended, it will indemnify and hold harmless the Board, its members, officers, and employees from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the College's compliance with the Fair Share process.

It is expressly understood that this indemnification provision will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's negligent execution of the obligations imposed upon it by the Fair Share article of this Contractual Agreement.

C RIGHTS OF THE FACULTY MEMBER

C 1 CODE OF ETHICS

A Faculty Member will adhere to the provisions of current Board Policy 15-25.

C 2 ACADEMIC FREEDOM

Institutions of higher education are conducted for the common good and not to further the interests of either the individual Faculty Member or the institution as a whole. The common good depends on the free search for truth and its free exposition.

Academic freedom is essential to these purposes and is fundamental for the protection of the rights of the Faculty in teaching and of the student in learning. It carries with it duties correlative with rights.

Academic freedom shall be guaranteed to all Faculty Members and no arbitrary limitations shall be placed upon study, investigation, presentation and interpretation of facts and ideas concerning humans, societies, the physical and biological world, and other branches of learning.

Faculty Members shall be free to present instructional materials which are pertinent to the subject and level taught and shall be expected to present facets of controversial issues in an unbiased manner.

The College Faculty Member is a citizen and a member of a learned profession. When the Faculty Member speaks, writes, or acts as a citizen, the Faculty Member should be free from institutional censorship and/or discipline.

In the execution of the Faculty Member's College duties and responsibilities and in matters related to the College, the Faculty Member should make every effort to be accurate, to exercise appropriate restraint, to show respect for the opinions of others and to indicate in the expression of the Faculty Member's opinions that the Faculty Member is not speaking for or on behalf of the institution.

C 3 OUTSIDE SPEAKERS

The Board recognizes the right of the College community to reasonably assemble and listen to an outside speaker or witness a program sponsored by the institution, provided that this should not be construed as authorizing interference with any regular College program and that no one should be placed in a position where the person is forced to hear a speaker or witness a program that the person finds objectionable. Faculty Members will follow the Board Policy and College procedures in effect as of the date of ratification of this Agreement related to outside speakers (currently Board Policy 10-115).

C 4 DISTRIBUTION OF MATERIALS

The Board recognizes the right of any Faculty Member to distribute material on campus without censorship through printed or available electronic means. Such material must not be contrary to local, state, or Federal laws. The Board shall have the right to approve or disapprove the distribution of any material if the College is in any way involved in its preparation or distribution, provided the Board shall not disapprove any request by an individual Faculty Member for a reasonable quantity of instructional materials necessary for the performance of the Faculty Member's duties. The Association shall not be required to pay for materials (other than political, social, organizational or like materials, or materials related in any way to collective bargaining) pre-approved by the Administration or as a product of committee functions or the like which have been sanctioned by the Administration. The College may charge for the preparation of materials other than instructional materials of individual Faculty Members or Association materials prepared at the request of the Administration.

C 5 RIGHT OF NON-DISCRIMINATION

The provisions of this Contractual Agreement and the wages, hours, terms and conditions of employment shall be applied in a manner which is not arbitrary, capricious, or discriminatory and which is in compliance with both the Illinois Human Rights Act (775IL CS 5) and Board Policy which include, but are not limited to, freedom from discrimination based on race, color, religion, sex, national origin, ancestry, marital status, physical or mental handicap, military status, or unfavorable discharge from military service in connection with employment. A Faculty Member affected by this section may utilize the grievance procedure, but both the Faculty Member and the Association waive their right to any other remedy if arbitration is initiated.

C 6 RIGHTS OF CITIZENSHIP – DUE PROCESS

No Faculty Member shall be dismissed, reduced in rank, or denied a salary increase and/or insurance benefits without written notice, including the specific reason(s) for such action. Such action may not be taken for arbitrary or capricious reasons. If a Faculty Member elects to challenge such action in any administrative or judicial proceeding or forum other than the grievance procedure in the Contractual Agreement, the Faculty Member thereby waives the right to utilize the grievance procedure to resolve such matters or, if already resolved in the Faculty Member's favor, to forego the implementation of such award. (See Section E, GRIEVANCE AND APPEAL PROCEDURES, in this Contractual Agreement.) This section shall not be used as a substitute for statutory procedures for the non-renewal of non-tenured Faculty.

C 7 NON-REPRISAL

The Board shall not discipline, discriminate or take any reprisals or threaten such action against any Faculty Member as a consequence of the filing of any grievance or the exercise of any of the rights granted by any section of this Contractual Agreement.

C 8 LEGAL COUNSEL

Faculty Members may request coverage under current Board policies dealing with provisions of legal representation of employees. Such requests for coverage shall be submitted through the Vice President for Administrative Affairs or designee. Any denial of coverage by the Board shall be subject to the grievance procedure of this Contractual Agreement.

C 8.1 PROTECTION FROM CIVIL SUIT

Faculty Members shall have protection under current Board Policy 5-210 – PROTECTION FROM CIVIL SUIT, in effect as of the date of ratification of this Agreement, to include, but not limited to that policy, and the Board of Trustees will defend, indemnify, and hold harmless a Faculty Member against any and all suits, claims, and demands for damages or requests for other relief arising from a deprivation of a constitutional right, civil right, statutory right, neglect or wrongful acts resulting in death, bodily injury, or property damage while performing duties as defined by state law or as authorized by the Board of Trustees and its agents.

C 8.2 TESTIFYING AND LEGAL COUNSEL

Faculty Members shall have protection under current Board Policy 5-180 – LEGAL COUNSEL, in effect as of the date of ratification of this Agreement to include, but not limited to that policy and the Board of Trustees may provide legal counsel for any Faculty Member who may be requested to testify before any executive, legislative or judicial body when such testimony concerns activities of College of DuPage or is in the interest of the College.

C 9 WAGE GARNISHMENT

When a court ordered wage deduction is received by the College, the employee shall be notified in writing of the action by the Controller's Office.

C 10 PERSONNEL FILES

C 10.1 CONTENTS

Personnel files normally contain the application of the employee, resumes, transcripts, payroll and personnel records, evaluations, and such other memos and correspondence as submitted by the supervisor of the area, the Dean or Director involved, the Vice Presidents or the President.

Copies of all documents relating to work performance which are placed in personnel files must be given to the Faculty Member.

Employees may rebut supervisory memos and correspondence placed into their files. The Faculty Member will have the right to respond to or disagree with any material in their personnel file. This response will be attached to the file copy. Copies of these memos and correspondence must be given to the supervisor of the area involved.

Section C 10.3, PROCEDURE FOR VERIFICATION OF STUDENT COMPLAINTS in this Contractual Agreement will be the method of handling student complaints.

C 10.2 REVIEW, HANDLING, AND STORAGE

Personnel files are available for review by the Faculty Member in the Human Resources Office. Other than these files, the Board and all Administrative Officers are prohibited from maintaining files on, or inquiring into, Faculty Member's personal or credit records including using law enforcement authority for records searches or arrest records searches, except as such may directly affect employment at the College.

C 10.2.a REVIEW

No materials are to be inserted or removed from the file at the time of review. The Faculty Member may make copies of items from the file. These files are also available to the Administrator of the area, the Director or Dean involved, the Vice Presidents or the President. The file is available for business purposes to these Administrators either at the Human Resources Office or in the Administrator's office.

C 10.2.b HANDLING

At the conclusion of the hiring process the permanent file of the new Faculty Member will contain only records supplied by the candidate. All other materials used by the screening committee will be removed from the file.

C 10.2.c STORAGE

Materials in temporary or working files which may be maintained by Administrators and which have not been placed in the Faculty Member's personnel file in the Human Resources Office shall not be used for disciplinary purposes.

C 10.2.c.1

Materials in temporary or working files which may be maintained by an Administrator that are, have been, or are intended to be used in a disciplinary action may be reviewed by the Faculty Member as per the Illinois Personnel Review Act (820 ILCS 40/).

C 10.2.c.2

Files containing health information required for a faculty member's assignment will be kept in a secure location separate from personnel or grievance files.

C 10.3 PROCEDURE FOR VERIFICATION OF STUDENT COMPLAINTS

The Faculty is very aware of the need to prudently protect both the rights of students and their ability to complain reasonably. Such student complaints can promote positive change in both the quality of teaching and in classroom behavior. Therefore, the following procedure will be established:

1. That the Board and Administration may receive student complaints.
2. That such complaints must be determined to be non-spurious in the opinion of the Dean or Associate/Assistant Dean and, where possible, documented.
3. That complaints reduced to writing and signed by students may be referenced in disciplinary warnings (such warnings must include a suggestion(s) for remediation) to Faculty when deemed necessary by the Dean or Associate/Assistant Dean within thirty (30) days of the end of the term in which the complaint was registered. The receipt date of written complaints will be documented by the Dean (or designee) or Human Resources (depending upon who receives the complaint). The student's name may be held confidential as an option. If no written communication is made to the Faculty Member within thirty (30) days after the end of the term in which the complaint is registered, then such documents will be removed from all files.
4. That such (name confidential) complaints be sealed and maintained by the Dean or Associate/Assistant Dean.
5. That any documents forwarded to permanent personnel files maintained in the Human Resources Office must of course, be made available to the Faculty Member.
6. That upon recommendation for disciplinary action which will result in deprivation of a property right, e.g., unpaid suspension or termination, any student complaints used as a basis for such action will be opened, (students identified) and available for scrutiny to the Faculty Member and Administration or Board.

A Faculty/Administration Review Board (F.A.R.B.) committee may be convened upon request of the Faculty Member and complaint authors asked to appear. Complainants may appear in person and, if they appear, will be available for cross examination, although they may elect to be represented by another person at their request. The Faculty Member may also elect to be represented.

Failure to appear will not discount a written complaint but will be taken into due consideration with all the facts and circumstances of the case in reaching a determination.

The committee will rule on the validity of the allegations and the Administration will determine the appropriateness of the discipline.

Student complaints not the subject of disciplinary action, which exceed five years in age, may not be used as a basis for personnel actions.

7. That this procedure is not meant to be applicable to student grade disputes and student comments on Faculty evaluations.

Nothing in this procedure is meant to restrict the verbal discussion of verbal or anonymous complaints and concerns with Faculty and Administrators, but no records of verbal or anonymous complaints may be made to the personnel file maintained in the Human Resources Office.

Student complaints which may have been validated by this process and have become part of the personnel file maintained in the Human Resources Office cannot be appealed by any other method, except in a hearing of the Board requested by a Faculty Member as part of a discharge or unpaid suspension action.

C 11 INTELLECTUAL PROPERTY RIGHTS

I. Rights to Materials and/or Inventions - Ownership

Materials and/or inventions developed through a contractual work for hire agreement are solely owned by the College and are not available for use without the College's written permission.

Materials and/or inventions produced with substantial support provided by the College will be jointly owned by the author/inventor and the College. A prior agreement must be reached by the author/inventor and the College specifying the sharing of ownership, distribution of materials and fair use within the College.

Materials and inventions made without substantial support or without a contractual work for hire agreement are solely owned by the author/inventor and are not available for use without the written permission of the author/inventor.

"Substantial support" that is not a contractual work for hire will include at least one of the following:

- A. Use of personnel, equipment, supplies, or facilities through contractual agreement with the College.
- B. Technical support for course specific materials in excess of 20 hours. Should a new or revised project require in excess of 20 hours of technical support, ownership will be determined through an agreement with the College and the author/inventor prior to the start of the project.
- C. Release time or remuneration secured by the College through external grants or other awards.

"Substantial support" specifically excludes assistance normally provided by the College in areas of electronic storage, technical training, accessing materials from College instructional systems, resolution of technical problems, coding or programming required to access a course, and other support not in place at the time when the prior agreement is signed. When a work for hire or substantial support prior agreement is not in effect, the College has the right at its sole discretion to provide or withdraw support.

II. Employee Rights to Materials and/or Inventions Produced with "Substantial Support" or "Work For Hire"

- A. When materials and/or inventions are marketed, the author/inventor and the College each are guaranteed a minimum of 10% of the equity gained from the materials and/or inventions. Division of the remaining 80% of the equity will be determined by negotiation. Equity will be shared as it is realized. College costs will be recovered out of the College's share.
- B. If the College discontinues use of materials and/or inventions for more than 24 consecutive months, the author/inventor may ask the College to relinquish all rights to the author/inventor provided that the author/inventor pays all costs of transfer. The College may refuse to relinquish rights to the materials/inventions if the best interests of the College require such a decision.
- C. When materials and/or inventions are owned by the College, either the author/inventor or the College may initiate requests for revision. The College and the author/inventor will initially discuss the necessary revisions and, where appropriate, may agree on the author/inventor's commitment to prepare the necessary revisions. The author/inventor shall prepare any revision initiated by either the author/inventor or the College. Should the author/inventor decline to prepare revisions, or should the author/inventor fail to supply revisions as agreed, or should the College deem it inappropriate for the author/inventor to work on the revisions, the College may contract with another party to have the revisions prepared.
- D. Revision procedures for jointly owned materials will be addressed on a case by case basis and will be considered non-precedent setting.

III. Materials and/or Inventions Developed in Consulting Work

The author/inventor will retain all rights and title in any materials and inventions made by the author/inventor in the course of consulting unless the materials and/or inventions are produced with substantial support by College of DuPage or produced as a work for hire.

IV. Materials/Inventions Developed Specifically for Use at College of DuPage

When materials/inventions are prepared by College of DuPage author/inventor specifically for use in classes at College of DuPage and are sold to students through the College bookstore, no royalties or equity will be paid either to the College or the author/inventor.

C 12 SIGNIFICANT UNEXPLAINED PERFORMANCE DECLINE

I. Introduction

The purpose of this voluntary procedure is for the Faculty Association and the Administration to assist a Faculty Member who has experienced a significant unexplained performance decline. The appropriate Administrator may use this section (C 12) as a way to attempt to address the significant unexplained performance decline. Concerns regarding a performance decline may originate from, but are not limited to, direct observation and/or reports from students, colleagues, community members or Administrators that are conveyed to the appropriate Administrator.

II. Initial Meeting

If the appropriate Administrator desires to use this section to address the significant unexplained performance decline, the Administrator will schedule a meeting with the Faculty Member and inform the Faculty Member of the reason and the factual circumstances which prompted the need for the meeting. Normally, the meeting(s) will include a representative of the Faculty Association Welfare Committee. If the Faculty Member does not wish to include a Welfare Committee Representative, the Faculty Member must waive that right in writing to the Administrator. The Administrator will provide a copy of the waiver to the Chair of the Welfare Committee within eight (8) days of the meeting.

If a member of the Welfare Committee is not initially included, the Faculty Member may include a member of the Welfare Committee at any other time.

There are three possible outcomes of the Initial Meeting(s).

1. Explanation: The Faculty Member adequately explains that there is no significant performance decline or the concerns are otherwise determined to be unfounded.
2. Acceptance: The Faculty Member acknowledges that there has been a significant performance decline. The Faculty Member may suggest/identify issues which might be contributing to the performance decline. Determining underlying causes may require the involvement of outside experts. The planning phase begins.
3. Unacceptance: The Faculty Member does not adequately explain or accept that there has been a significant performance decline. While the Administration still reserves the right to take disciplinary action if appropriate, the "unacceptance" as defined here, by itself, is not an admission of guilt and unacceptance cannot be the grounds for any disciplinary action.

If the Faculty Member does not accept that there is a performance decline or declines to participate in a plan, the College reserves the right to address issues related to performance through the Faculty evaluation process or to initiate disciplinary action.

No record of the Initial Meeting(s) shall be placed in the Faculty Member's personnel file.

III. Planning

Based on the discussions during the initial meeting(s), the Administrator, the Faculty Member and, if included, the Welfare Representative will develop a mutually agreed upon written remediation plan.

The primary goal of the plan will be to ensure the continued, ongoing delivery of services and/or instruction to the students and/or community and to assist the Faculty Member to the fullest extent possible.

The plan shall be reasonable in its construction and demands. The plan shall include a beginning and ending date and may include agreed upon performance standards with stated consequences if performance standards are not met.

The plan may include, but is not limited to, procedures for monitoring the Faculty Member's conduct and work performance for a specified period of time, referral to the Employee Assistance Program (EAP) and/or an appropriate health care provider, temporary modification (reduction, reassignment, etc.) of job duties, and/or leaves of absence.

A copy of the remediation plan will be placed in the Faculty Member's personnel file.

IV. Evaluation

Within eight (8) days of the ending date of the plan a meeting will occur with the Administrator, the Faculty Member and the Welfare Representative (if not previously waived). At this meeting, the plan and the performance results will be reviewed and discussed.

If the Administrator deems the plan was successfully completed, notation shall be made in the Faculty Member's personnel file.

The Faculty Member's performance during a successfully completed plan cannot be used as grounds for future discipline.

If there is partial performance improvement or failure to improve to the level specified in the plan, the Administrator may work with the Faculty Member and, if included, Welfare Representative, to modify or extend the plan or exercise other options.

If the Faculty Member fails to improve performance, the College reserves the right to address issues related to performance through the Faculty evaluation process or to initiate disciplinary action.

Failure to complete a plan in and of itself cannot be used as a basis for disciplinary action.

Reoccurrence of the significant unexplained performance decline beyond the end date of the plan will be considered a new occurrence and the Administrator may use this section of the Contractual Agreement again.

V. Records

Records created by this section shall be handled in accordance with the Contractual Agreement, including Section C 10, PERSONNEL FILES, and applicable laws.

D FACULTY ASSIGNMENT, WORKLOAD, AND EVALUATION

D 1 ACADEMIC YEAR

All faculty shall be on duty not to exceed 168 days as provided by the College calendar for the Fall and Spring Semesters. The calendar begins the Opening Day Fall Convocation activities and ends the official last day of the Spring semester.

The determination of an academic calendar will initiate with the Administration and be communicated to the Association for comment prior to final decision by the Administration and the Board.

The Academic Calendar will include four (4) or five (5) days per semester for final evaluations/culminating activities where all time blocks are at least two (2) hours in duration. During this period, Faculty Members shall maintain ten (10) office hours and shall administer exams or conduct some other culminating activity during the times designated for their class exams.

D 2 ASSIGNMENT OF FACULTY

Assignment or reassignment of Faculty shall be the responsibility of the President with the assistance of other appropriate Administrators and shall be based upon a continual assessment of the needs and interests of the students and the community served by the institution. Specific assignments shall be made by the Administration.

The Administration acknowledges that reasonable effort should be made to make the initial offer of assignments to full-time Faculty Members who are fully qualified. It is understood, however, that making of assignments each term shall be within the sole discretion of the College Administration.

D 2.1 INVOLUNTARY ASSIGNMENT

Faculty may be involuntarily assigned to one assignment per academic year outside the normal seven hour assignment day on campus or off campus.

Faculty Members receiving such an Administrator initiated assignment outside the seven hour day, who go home after the normal seven hour day, and must return for another assignment either on campus or off campus, will be compensated for the round trip distance from their home to the assignment at the current level of mileage reimbursement approved by the Board. Such assignments made upon the request of the Faculty Member would not include a mileage allotment.

Faculty Members and Administrators have a mutual responsibility to make clear whether an assignment is voluntary or involuntary. At the request of either party, both parties will execute an "Administrative Assignment" form available through the portal. Such a request shall be made prior to the fifth (5th) instruction day of the term.

D 2.2 REALLOCATION OF ASSIGNMENT

It is further agreed that a Faculty Member may be assigned on an annual basis in order to make the most efficient use of the Faculty Member's time when the greatest number of students are available to be served.

In order to accomplish this, the Administration will have the right to assign the Faculty one additional assignment in one term per academic year. This may be within their normal seven hour assignment day or outside their normal seven hour assignment day, on campus or off campus. Mileage will be paid as appropriate and reasonable time for transit will be allowed. This additional assignment may be banked as a reallocated credit for use in an alternative semester within the current academic year or taken as an overload at the discretion of the Faculty Member.

D 2.3 MODIFICATIONS OF ASSIGNMENT PRACTICES

A Faculty Member may be involuntarily reassigned under the two previous sections: Section D 2.1, INVOLUNTARY ASSIGNMENT and D 2.2 REALLOCATION OF ASSIGNMENT of this Contractual Agreement during only one semester of the academic year.

Reallocation of assignment may take place during one term in the nine-month academic year and extending the Faculty Member's assignment outside the seven hour day may take place during one term in the nine-month academic year.

The current requirement of office hours along with other current assigning practices apply under these practices.

D 2.4 REASSIGNED TIME ASSIGNMENTS

Faculty Members may be reassigned to duties other than those listed in Section D 6, DUTIES OF FACULTY MEMBERS, and its subsections found in this Contractual Agreement. Reassigned time may be granted Faculty who are on special assignment as determined by the Vice-President Academic Affairs in consultation with the College President or the appropriate Vice President.

These Members may be granted up to 60% reassigned time per academic year based on the extent and nature of the assignment. Reduced loads for special assignment will be determined by the appropriate Administrator in consultation with the College President or the appropriate Vice President.

If a reassigned time assignment which is in excess of 60% reassigned time per academic year of the Faculty Member's load continues for more than two consecutive years, the parties shall meet upon request of the Association for the purpose of coming to a written agreement if the intent is to continue the reassigned time assignment in excess of 60% of the Faculty Member's two-semester load. The letter of agreement shall detail the duties of the position, the length of the continued reassignment and other relevant exceptions to the Contractual Agreement as the parties may agree upon.

Upon signing the agreement, the Administrator approving the reassigned time assignment shall provide a copy of this letter of agreement to the Vice President of Human Resources.

Upon request, at the midpoint of each term, the Administration shall provide the Association with an accounting of reassigned time assignments.

D 2.5 FLEXIBLE SCHEDULE ASSIGNMENTS

In order to provide more flexible scheduling, Faculty Members are expected to meet the requirements of their contractual load. Up to 1/3 of the normal load may be redistributed, upon the mutual consent of the Faculty Member and the Faculty Member's Dean, between either of the two-semesters.

D 2.6 REIMBURSEMENT FOR TRANSIT TIME AND MILEAGE

Mileage reimbursement for the use of privately owned automobiles used from the first campus at which a Faculty Member has a responsibility to the last campus facility at which a Faculty Member has a responsibility during any one day shall be reimbursed in accordance with the current Policy.

D 3 REPLACEMENT FACULTY

Full-time Faculty may serve as temporary substitute Faculty Members if they meet the minimum hiring guidelines in the discipline/program in which they are substituting. Full-time Faculty Members who have agreed to substitute with the approval of the appropriate Administrator shall be compensated at the current instructional substitution rate.

D 4 REASSIGNMENT OF FACULTY

The College has the right to add and delete program areas of instruction. See Section A 9, PROGRAM APPROVAL, in this Contractual Agreement. In cases where an educational program or area with one or more Faculty Members is eliminated, those Faculty Members with tenure will be allowed to continue employment as established in Section D 10, TENURE, of this Contractual Agreement. Those Faculty Members without tenure are subject to Section D 11, NON-RENEWAL OF APPOINTMENT, in this Contractual Agreement. Every effort shall be made to find Faculty mutually acceptable assignments and to schedule such Faculty load within their normal seven hour day; however, exceptions to the seven hour day may be made in order to assign a full load as described in Section D 5, WORK WEEK, in this Contractual Agreement.

This paragraph will be superseded by Section D 12, REDUCTION IN FORCE, of this Contractual Agreement when a condition of financial exigency is declared by the Board of Trustees and guided by the Reduction in Number of Faculty Members section of the Illinois Compiled Statutes, Chapter 110, Section 805/3B-5 in matters related to tenure.

D 5 WORK WEEK

A Faculty Member is expected to be on duty five instructional days per week (any exception to this statement must have approval of the appropriate Administrator and Vice President) and to be available on campus for instruction, office hours, advising, committee work, and other College related responsibilities as per assignment through the appropriate Administrator. The term "week" as used in this section refers to a calendar week, Sunday through Saturday. Teaching and office hours for Teaching Faculty will be assigned within a seven hour work day between 8 a.m. and 6 p.m. except as stated in Section D 5.1, REDUCED WORKWEEK ASSIGNMENT, or other sections of this Contractual Agreement, or as mutually agreed upon by the Faculty Member and the Faculty Member's appropriate Administrator.

Additionally, Faculty hired after July 1, 1984, may be individually recruited, and specifically hired on conditions of accepting continued assignments to a seven hour work day outside the 8 a.m. to 6 p.m. limitation.

Teaching hours may also be assigned outside the 8 a.m. to 6 p.m. time period to insure that the Faculty Member has a full load. Such assignment will only occur when insufficient student volume in the Faculty Member's discipline exists between 8 a.m. and 6 p.m.

D 5.1 REDUCED WORKWEEK ASSIGNMENT

At the request of a Faculty Member and with the approval of the appropriate Administrator and appropriate Vice President, a four day assignment will be available.

Criteria, which may be used to determine the availability of a four day assignment will include, but are not limited, to:

1. Four day course schedule
2. Discipline accessibility
3. Evening office hours
4. Evening/weekend assignment
5. Availability for evening advising
6. Availability for institutional governance.

Faculty will be present for divisional and institutional meetings, in-service days, and for all contractual obligations, even if outside the four day assignment.

D 6 DUTIES OF FACULTY MEMBERS

1. Provide instruction in accordance with the stated philosophy and mission of College of DuPage.
2. Provide instruction in the field of study incorporating current and relevant technology as appropriate.
3. Inform students concerning College course requirements and evaluation procedures.
4. Provide students with safety and emergency evacuation procedures as provided by the College.
5. Participate in Commencement.
6. Attend College wide meetings called by the President (not to exceed five (5) meetings during the academic year (including Fall and Spring opening sessions and Commencement)).
7. Participate in committee work.
8. Stay current in their field of expertise.
9. Participate in the College advising system.
10. Participate in program review activities.
11. Ensure appropriate faculty input and participation within disciplines to support accreditation with regional, state, national and/or international agencies.
12. Develop and update courses in existing degree/certificate programs.

Compensation for specific duties may be addressed in other sections of the contract.

No Faculty Member will be required to participate in activities which clearly endanger her/his life or health.

D 6.1 DUTIES OF TEACHING FACULTY

The duties of Teaching Faculty include teaching, office hours, student advisement, course material preparation, curriculum development and evaluation, committee work, and other activities which promote the program of the College such as the following:

1. Those duties enumerated in Section D6, DUTIES OF FACULTY MEMBERS, of the Contractual Agreement.
2. Provide instruction in classes according to established course outlines and in accordance with the description in the College catalog.
3. Assist students with study problems and in evaluating their potentialities for successful achievement in fields familiar to the Faculty Member, especially those in the Faculty Member's academic and career areas.
4. Assist students in long range program planning and provide information on career goals and opportunities in a field familiar to the Faculty Member, especially those in the Faculty Member's academic and career areas.
5. Maintain accurate attendance and scholastic records of students and submit required reports according to published deadlines.
6. Maintain current syllabi on file in the appropriate Administrator's office.
7. Perform a significant role in developing and evaluating all of the institution's educational programs.
8. Exercise responsibility in the evaluation of student learning and granting of academic credit.

D 6.2 DUTIES OF COUNSELING FACULTY

All Counseling Faculty have responsibilities for assisting individual students or community persons to acquire information, develop attitudes, insights, and understanding about themselves and their environment which are necessary for optimal growth and development as a student at College of DuPage. Assistance rendered may be of preventative, developmental or remedial nature. Counseling Faculty will work directly or indirectly with students, utilizing a variety of methods (individual interview, program development, group process, consulting, or training of other helpers), depending on the work setting, Administrator expectations, the specific situation, and the Counseling Faculty Member's talents and preferences.

All Counseling Faculty are responsible for providing educational, career, personal and life transition counseling. Additionally, Counseling Faculty Members are responsible for:

1. Those duties enumerated in Section D 6, DUTIES OF FACULTY MEMBERS, of the Contractual Agreement.
2. Development of counseling and referral resources.
3. Advising undecided students.
4. Teaching Education 1105 and Education 1110 (as needed).
5. Maintenance of liaison relationships with Faculty/Staff in academic divisions.
6. Participation as a member of the advisory committees for occupational programs.
7. Participation in staff development for advising, counseling, affective growth, and making referrals.
8. Participation in student development programs.
9. Supervision of Counseling Faculty interns.
10. Other duties as individually assigned.

Counseling Faculty may request an assignment to teach Education 1105 and/or Education 1110.

Questions relating to the professional nature of responsibilities are to be resolved in consultation with the appropriate Administrator.

D 6.3 DUTIES OF LIBRARY FACULTY

Library Faculty duties include the following as assigned by Library Administration.

1. Those duties enumerated in Section D 6, DUTIES OF FACULTY MEMBERS, of the Contractual Agreement.
2. Delivery of reference services, technical services, information literacy instruction, and research consultation to individuals and classes in person, via the Internet, and by other means of communication and collaboration.
3. Professional support for curriculum related research for classroom Faculty.
4. Development of subject area collections to support the College curriculum and the lifelong learning needs of the College community.
5. Collaboration with Faculty to develop collections and assignments to support the needs of educational programs.
6. Original cataloging of the Library's collections in all formats.
7. Development of instructional materials that support student learning and the overall College curriculum.
8. Promotion of Library collections and services to the College community.
9. Supervision and management of departments and/or functional areas of the Library, as individually assigned.
10. Assistance to the Dean and Associate Dean in planning and implementing Library programs and services, including monitoring the Library's materials budget, management of contracts, and vendor relations.
11. Participation in relevant continuing education and professional communication activities in order to keep abreast of new technologies, methodologies, and resources in academic librarianship.
12. Assume other responsibilities as individually assigned.

Questions relating to the professional nature of responsibilities are to be resolved in consultation with the appropriate Administrator.

D 7 WORKLOAD OF FACULTY MEMBERS

D 7.1.a TEACHING FACULTY WORKLOAD

For Academic Year 2012, the usual teaching workload for a Teaching Faculty is fifteen (15) contact hours per semester or thirty (30) contact hours per academic year not including overloads or summer assignments. For courses with contact hours in excess of credit hours, the usual teaching workload is sixteen (16) contact hours per semester or thirty-two (32) contact hours per academic year.

For Academic Year 2012 only, contact hours for English composition courses (designated as such in the College Catalog) are defined as 5/4 equivalent contact hours which is equivalent to a workload value for the course based on twelve (12) contact hours per semester workload. In no case will the load be less than twenty-four (24) nor greater than thirty-two (32) contact hours per academic year. Faculty workload is based on the contact load of each course assigned until 100% of the contractual workload is met.

Effective Academic Year 2013 (Fall, 2012), the usual teaching workload for a Teaching Faculty is fifteen (15) contact hours per semester (or thirty (30) contact hours per academic year) or sixteen (16) contact hours per semester (or thirty-two (32) contact hours per academic year). not including overloads or summer assignments depending on the primary discipline assignment. Faculty workload is based on the contact load of each primary discipline until 100% of the contractual workload is met.

Discipline loads are as follows:

BASE 16 DISCIPLINES	BASE 15 DISCIPLINES
Anatomy & Physiology	Accounting
Architecture	Anthropology
Art Studio	Art Lecture
Automotive	Business
Biology	Business Law
Chemistry	Computer Information Systems
Comp/Internetworking Technology	Criminal Justice
Cosmetology	Economics
Culinary	Education
Dental Hygiene	English
DMI-Nuclear Medicine	English as a Second Language
DMI-Radiology	Facility Management
DMI-Radiology/Mammography	French
DMI-Sonography	Geography
Early Childhood Education/Care	German
Earth Science	History
Electromechanical Technology	Hospitality
Electronics Technology	Humanities
Engineering	Italian
Fashion/Home Economics	Japanese
Fire Science	Journalism
Graphic Arts	Library Technology
Graphic Design	Management
Health Information Technology	Marketing
Health Sciences	Mathematics
Heating/Air Conditioning	Music
Horticulture	Office Technology Information
Human Services	Paralegal Studies

BASE 16 DISCIPLINES	BASE 15 DISCIPLINES
Interior Design	Philosophy/Religious Studies
Manufacturing Technology	Political Science
Medical Assistant	Psychology
Motion Picture TV	Real Estate
Nursing-AD	Sociology
Nursing-LPN	Spanish
Photography	Speech
Physical Education	Speech Language Pathology
Physical Therapist Assistant	Theater
Physics	Travel & Tourism
Respiratory Care	
Surgical Technology	

Overload and summer assignments are available, but in no case will the total load for consecutive fall, spring and summer terms in one academic year exceed 54 contact hours without the approval of the Vice President of Academic Affairs.

Class preparations for Faculty will normally be limited to three (3) unless it is not possible to construct a full teaching load with only three (3) preparations or unless additional preparations are mutually agreed upon by the Faculty Member and Administrator.

Other Faculty responsibilities such as advising, course material preparation, evaluation, instructional committee work, etc. are to be regarded as an integral part of Faculty workload.

All Teaching Faculty will post and maintain ten office hours per week at times convenient to the students within the seven hour day. An office hour equals fifty (50) minutes. Office hours must be scheduled in twenty-five minute minimum increments.

- Faculty who teach fully Internet delivered, Faculty supported and facilitated courses, may conduct a proportion of their required weekly office hours as virtual, from a location identified and approved by the appropriate academic Administrator.
- Virtual office hours are not to exceed 50%, or the percent of load taught in fully Internet delivered courses, whichever is least.
- Faculty are to use virtual office hours advising students or offering instructional support through email, telephone, online chats or other appropriate media and / or other relevant activities.
- Virtual office hours cannot be used in a manner that excludes non-Internet students from communications with the Faculty Member.
- Virtual office hours must be listed and labeled on the office hour's sheet, and posted online. Sufficient information must be provided to enable contact to be made with the Faculty Member during the virtual office hours.

Instruction, advising, office hours, and evaluation shall be scheduled during the seven hour work day except as agreed upon by the Faculty Member and Administrator, or other conditions of assignment in this Contractual Agreement.

D 7.1.b TEACHING FACULTY WORKLOAD – ALTERNATIVE DELIVERY FORMATS

For purposes of this section, the following definitions apply:

Internet (or Online) Course = Course in which 100% of the instruction is delivered at distance and is managed online. No face-to-face meetings are required.

Hybrid Course = Course in which no less than 50% of the instruction is delivered face-to-face, and the remainder is delivered on-line.

For Internet Courses, full class size will be 30 students except for the following: for Foreign Languages the full class size will be 24, for Speech & English Composition classes the full class size will be 20 and for Developmental English classes the full class size will be 15. Compensation will be based on the 10th day enrollment for the class. Classes may be overloaded if the Teaching Faculty agrees, in which case the compensation will be \$75 per student over the full class size. If the Associate Dean and Teaching Faculty mutually agree, a class may run with less than the full class size. In this case, the following table will be used for load calculation. These levels do not apply to Adult Fast Track, Field Studies, or Interdisciplinary Classes including Weekend Studies.

Hybrid and Web-enhanced Courses will be assigned as per the assignment of Traditional Courses. These levels do not apply to Adult Fast Track, Field Studies, or Interdisciplinary Classes including Weekend Studies.

Class Size	30	24	20	15
Course Hours		Foreign Languages	Speech & English Composition	Developmental English
1	7-30 =1	7-24 =1	7-20 =1	7-15 =1
2	7-15 =1 15-30 =2	7-13 =1 14-24 =2	7-10 =1 11-20 =2	7-10 =1 11-15 =2
3	7-10 =1 11-20 =2 21-30 =3	7-9 =1 10-17 =2 18-24 =3	7-8 =1 9-14 =2 15-20 =3	7-8 =1 9-12 =2 13-15 =3
4	7-8 =1 9-15 =2 16-23 =3 24-30 =4	7-8 =1 9-13 =2 14-19 =3 20-24 =4	7-8 =1 9-12 =2 12-16 =3 17-20 =4	7-8 =1 9-10 =2 11-12 =3 13-15 =4
5	7-8 =1 9-12 =2 13-18 =3 19-24 =4 25-30 =5	7-8 =1 9-10 =2 11-15 =3 15-19 =4 20-24 =5	7-8 =1 9-10 =2 11-12 =3 13-16 =4 17-20 =5	7-8 =1 9-10 =2 11-12 =3 13-14 =4 15 =5
6	7-8 =1 9-10 =2 10-15 =3 16-20 =4 21-25 =5 26-30 =6	7-8 =1 9-10 =2 10-13 =3 14-17 =4 18-21 =5 22-24 =6	7-8 =1 9-10 =2 11-12 =3 13-15 =4 16-18 =5 18-20 =6	7 =1 8 =2 9-10 =3 11-12 =4 13-14 =5 15 =6
7	7-8 =1 9-10 =2 10-13 =3 14-17 =4 18-21 =5 22-25 =6 26-30 =7	7-8 =1 9-10 =2 10-12 =3 13-16 =4 17-20 =5 21-22 =6 23-24 =7	7-8 =1 9-10 =2 11-12 =3 13-14 =4 15-16 =5 17-18 =6 18-20 =7	7 =1 8 =2 9 =3 10 =4 11 =5 12-13 =6 14-15 =7

D 7.2 COUNSELING FACULTY WORKLOAD

Counseling Faculty are assigned nine-month contracts and will work a 40 hour week including time for meals. They will be available for one evening per week for counseling or teaching. Counseling Faculty may be assigned to teach zero, one (1) or more classes per semester as part of their regular load. One hour of preparatory time per hour of class will be included in their schedules if a teaching assignment is assigned as part of their regular load. Within the forty (40) hour week, Counseling Faculty will conduct office hours proportional to those of two-semester Faculty. In lieu of this teaching assignment, a special assignment from the appropriate Administrator may be substituted. Counseling Faculty hours are established by the assigned Administrator. It is understood that hours assigned during the summer do not include time taken for meals.

A reduced workweek assignment will be available as per Section D 5.1, REDUCED WORK WEEK ASSIGNMENT in this Contractual Agreement.

Vacation is 14 days per nine-month contract. See Section D 8, NINE-MONTH FACULTY VACATION, in this Contractual Agreement.

"Calendar adjustment days" shall be used to ensure that the number of days on duty will be equal between two-semester Faculty and nine-month Faculty.

D 7.3 NINE-MONTH AND LIBRARY FACULTY WORKLOAD

Nine-month Faculty, other than Counseling Faculty, are assigned nine-month contracts and will work a 40 hour week.

A reduced workweek assignment will be available as per Section D 5.1, REDUCED WORKWEEK ASSIGNMENT, in this Contractual Agreement.

Vacation is 14 days per nine-month contract. See Section D 8, NINE-MONTH FACULTY VACATION, in this Contractual Agreement.

"Calendar adjustment days" shall be used to ensure that the number of days on duty will be equal between two-semester Faculty and nine-month Faculty

D 7.4 COACHES ASSIGNMENT

All Full-time faculty assigned to positions listed below will be compensated on a stipend basis and are totally voluntary.

The Assistant to the Athletic Director for Women's Athletics and the Assistant to the Athletic Director for Men's Athletics are given 33% reassigned time Fall and Spring Semesters and 25% reassigned time in Summer Term. These positions can be assigned to one individual if agreed to by the Faculty Member, the Dean and the Director of Athletics.

All Faculty Members are paid a stipend if requested to report early.

Coaching time is instructional time associated with a collegiate sport as assigned by the Director of Athletics. Duties may include, but are not limited to, practice time, game time, travel time, recruiting, and schedule preparation.

Coaching time per sport and the semesters over which the coaching time is to be distributed for full-time Faculty Members is as follows:

*Stipends for 100% for 2012-13 is \$11,400, for 2013-14 is \$11,500 and for 2014-15 is \$11,600.

SPORT	*Stipend is a percentage of the 100% stipend dollar amount distributed over Fall and Spring unless noted
Outdoor Track (Men)	59%
Outdoor Track (Women)	59%
Outdoor Track (if both Men & Women)	67%
Football Head Coach	132% of one semester load coaching time divided across Fall, Spring, Summer
Tennis (Women)	30% of one semester load coaching time Fall, 15% Spring if team qualifies for the National Tournament
Baseball	59%
Basketball Head Coach (Men)	100%
Basketball Head Coach (Women)	100%
Cross Country	22%
Golf	22%
Indoor Track (Men)	30%
Soccer (Men)	30%
Soccer (Women)	30%
Softball	59%
Swimming (Men)	30%
Swimming (Women)	30%
Swimming (if both Men & Women)	33%
Tennis (Men)	30%
Volleyball (Women)	59%

D 7.5 FACULTY COORDINATOR/CHAIR ASSIGNMENTS

A Faculty Member may be assigned as Program Coordinator or Discipline Chair to assist in the management of programs or academic disciplines. The need for Program Coordinators or Academic Discipline Chairs will be determined by the Vice-President of Academic Affairs. The coordinating / chair assignment will be considered a part of the Faculty Member's teaching load and may not be assigned as overload. Acceptance of a Faculty Coordinator assignment shall be voluntary.

Throughout Section D 7.5, FACULTY COORDINATOR ASSIGNMENTS, the following definitions apply:

"Program" shall mean a course of study which culminates in a certificate and/or an AAS Degree from College of DuPage;

"Academic Disciplines" shall mean transfer disciplines that generally lead to an AA or AS degree from College of DuPage.

It is the responsibility of the Program/Faculty Coordinator or Academic Discipline Chair to allocate his/her time and energies to those activities which most benefit the program/area. Further, it is understood that the assignment of coordinator/chair load represents a replacement of teaching load rather than an indication of clock hours assigned to this position. Coordinator / Chair hours, while shown on Faculty directory sheets, are not office hours. Accomplishing the duties of a Coordinator or Chair requires flexibility in both when and where said duties occur. However, by mutual agreement between the appropriate Administrator and the Coordinator / Chair, coordinator / chair hours will be designated as a combination of flexible hours and a regularly scheduled period aimed at achieving the best student service. Although Faculty Coordinators/Chairs are self directed, it is expected that they will work closely with their Assistant Dean, Associate Dean, or Dean and will periodically review coordination and program

priorities as they pertain to the tasks specified in this assignment and as they pertain to the unique concerns and needs of the program/area.

The assignment of a Coordinator or Discipline Chair from the full-time program/academic discipline Faculty will be agreed upon annually by the Dean and the Faculty Member(s). At times the responsibilities of the Faculty Coordinator/Chair could be divided among individual Faculty Members to better meet the needs of the students and Faculty within the discipline. The assignment of discrete areas of responsibility will be mutually agreed upon by the responsible Administrator and Faculty Member(s). Where possible, the selected Faculty Member(s) should be members of at least one of the programs, academic disciplines, areas or units for which they will have coordination responsibilities. By the beginning of the Fall Term, the Assistant Dean, Associate Dean, or Dean will provide each Faculty Coordinator/Chair with a written assignment indicating the number of annual hours assigned for coordination for the coming year.

D 7.5.a.1 GENERAL PROGRAM COORDINATION

General program coordination activities may include, but are not limited to:

- maintenance of accreditation with regional, state, and national agencies;
- oversight of and provide inputs for program promotion activities;
- review and recommend articulation agreements with high schools, colleges, community and employer groups;
- development of relationships with professional organizations and agencies;
- leadership of advisory committee work;
- oversight of curriculum development and maintenance including program specific certificates and degrees;
- production of program review report and maintenance of annual program review updates;
- assist in the recruitment of students
- provide assistance in the development of class schedules for approval by the appropriate Administrator;
- review and evaluation of transcripts where necessary;
- attend Faculty Coordinator meetings;
- leadership of program Faculty meetings;
- monitor graduation / certification requirements if required for accreditation;
- identify and recommend potential adjunct faculty;
- participate in adjunct faculty support sessions.

The assignment for general program coordination will be three (3) hours per term; six (6) hours per year (Fall and Spring). Based upon the complexity (e.g.– extensive instructional supply management, selective admissions and graduation monitoring), size and coordination requirements for a program, the appropriate Dean may recommend up to three (3) additional hours per term be assigned for a program coordinator. In some instances, a Summer assignment of up to three (3) hours may be available. Any reassigned time in excess of three (3) hours per term (Fall and Spring) must be approved by the Vice- President of Academic Affairs.

D 7.5.a.2 ACADEMIC DISCIPLINE CHAIR COORDINATION

An Academic Discipline Chair may be assigned to one or more disciplines. Coordination responsibilities may include, but are not limited to:

- oversight of curriculum development and maintenance or implementation of assessment methods into the area courses;
- provide assistance in the development of class schedules for approval by the appropriate Administrator;

- leadership of discipline Faculty meetings;
- supervision and evaluation of Classified staff and student workers;
- identify and recommend potential adjunct faculty;
- participate in adjunct faculty support sessions;

The assignment for academic discipline chair coordination will be 3 hours per term; 6 hours per year (Fall and Spring).

D 7.5.b CLINICAL/TRAINING SITE ADMINISTRATION

Programs that have clinical/training sites that have administration requirements for program completion will be given coordinating hours for this assignment. The coordinating assignment will be based on current year clinical/training sites.

The Faculty Coordinator will be given a base assignment of two (2) hours. Programs in which faculty have not been specified as clinical site coordinators by way of accreditation standards will be given an additional assignment of:

.67 hours per six (6) sites active in clinical education during the current year, based upon sites utilized in the Fall semester (or the semester or term in which the program begins);

Programs that have Faculty specified as clinical site coordinators will not be given the .67 hours per six (6) sites active in the clinical education during the current year, but will be given the base assignment of two (2) hours.

D 7.5.c NEW PROGRAM DEVELOPMENT

Routine development / revision of courses and programs is considered part of the D6 DUTIES OF FACULTY MEMBERS,

When the Vice-President of Academic Affairs (or designee) initiates a request for the development of a totally new program (new field of study) the faculty member will be paid a stipend for their work. The amount of the stipend will be determined based upon factors such as the number of new courses to be developed and complexity of the program approval process.

If it is determined that a stipend will be offered, the College will negotiate the amount of the stipend with the Association. Any new program development will first be offered to full-time faculty. In the event that no faculty member is willing and has the appropriate background to develop the new program, then the College reserves the right to contract the program development to a non-full-time faculty subject matter expert. Should this be necessary, any program curriculum developed by an outside professional will be sponsored by the Associate Dean of that discipline for purposes of curriculum submission and will follow the established curriculum process.

D 8 NINE-MONTH FACULTY VACATION

Faculty shall coordinate their vacations with the needs of the College. The appropriate Administrator shall approve the proposed vacation dates which are submitted pursuant to the preceding sentence and which are tendered a reasonable time before the requested vacation time. When it is not possible for the Faculty Member to take vacation because of job responsibilities, a limited number of unused vacation days may be carried over into the next fiscal year. Carryover shall not exceed two year's accumulation provided that by the end of fiscal year 2015 (and going forward), no more than ten (10) vacation days will be carried over into any subsequent fiscal year

Upon termination, Counseling Faculty, Library Faculty, and other Nine-month Faculty Members shall be paid for any unused vacation days for which the Faculty Member is still eligible. Payment for unused

vacation days will be based upon a daily rate of the nine-month appointment salary divided by 182 days. Any partial days will be based upon the daily rate divided by 8 hours to obtain an hourly rate.

D 9 ASSESSMENT & EVALUATION

Faculty working toward tenure may be expected to complete a full evaluation cycle at least once a year during their probationary period. Nothing in this section shall be construed as preventing comments by Administration, whether oral or written, to the Faculty at times other than the minimum formal evaluation procedure outlined herein.

Forms used to facilitate this process are found in Appendix A.

D 9.1 ASSESSMENT & EVALUATION OF TENURED FACULTY

The performance of tenured Faculty Members is formally evaluated every three-years. The following pages describe the evaluation system for tenured Faculty.

PURPOSE

Evaluation of the Faculty's performance provides both Faculty and Administrators with information they need to maintain the quality of the College's educational process. Evaluation also provides Faculty with information that can be used in maintaining or improving the level of their teaching. This process is, therefore, intended to be both developmental and evaluative.

Forms used to facilitate this process are found in Appendix A.

GENERAL FEATURES OF THE SYSTEM

Formal evaluation of tenured Faculty at the College differs each year in a cycle of three-years. In the first year of the cycle, the Faculty Member and evaluator plan the evaluation. In the second year, they conduct a formal evaluation. And in the third year, they meet to update the formal evaluation. The cycle then repeats. When this evaluation cycle is in operation, an Associate Dean or other evaluator in a given year will conduct planning meetings with one-third of his or her Faculty, formal evaluation conferences with one-third, and update conferences with one-third. Evaluators should notify Faculty Members at least ten working days before any of the meetings in the evaluation process. When a formal evaluation is not normally scheduled, a Faculty Member or the evaluator may request a formal evaluation.

Procedures for accomplishing the evaluation process are explained in the following sections.

I. THE PLANNING CONFERENCE

The purpose of the Planning Conference is to provide for active involvement of the Faculty Member in the evaluation process. It will take place approximately one year before the formal Evaluation Conference. In the Planning Conference, the Faculty Member and the evaluator should reach agreement on the content and methods of evaluation.

Format of the Planning Conference

- A. Faculty Member's written statement: The Faculty Member should bring to the Planning Conference a written statement identifying areas for discussion with the evaluator using the appropriate form. (Please see forms in Appendix A.)
- B. General topics in this written statement should include, but are not limited to, the following:
 1. teaching
 2. advising
 3. curriculum development
 4. institutional committee work

5. other relevant activities consistent with Section D 6, DUTIES OF FACULTY MEMBERS, as specified in this Contractual Agreement
- C. The Faculty Member's written statement should refer both to his or her achievements ("This is what I have done or am doing.") and to his or her goals ("This is what I expect to be doing.")
- D. In addition to the items in the Faculty Member's written statement, the Faculty Member and evaluator should decide the following:
 1. any optional questions to be used on the Student Rating Questionnaire. (Please see forms in Appendix A.)
 2. any alternative forms of gathering data in addition to the Student Rating Questionnaire
 3. the relative weighting to be assigned to the items (if desired) understanding that the Faculty Member's primary responsibility at the College is effective teaching
 4. the means by which the data is to be gathered
- E. It is to be understood that two forms are not optional: the Faculty Self-Evaluation Form and the Student Rating Questionnaire. (Please see forms in Appendix A.) These two forms are to be used by all Faculty Members.
- F. The Phase I Planning Document will be signed by the evaluator and the Faculty Member.
- G. The evaluator will send the Phase I Planning Document to the Dean for forwarding to the Human Resources Office and a copy to the Faculty Member within ten working days after the conference.

II. FORMAL EVALUATION

The formal evaluation of each Faculty Member will be conducted in a conference at which time the Faculty Member and the evaluator meet to review the Faculty Member's self evaluation, feedback provided by the Student Rating Questionnaire, and other information as agreed upon in the preceding Planning Conference.

The Formal Evaluation Conference should be scheduled during the normal academic year; however, the Faculty Member and the evaluator may agree to schedule the conference in the summer.

The Faculty Self-Evaluation Form should be completed and given to the appropriate evaluator at least five working days before the Formal Evaluation Conference.

A. Procedures for Student Rating Questionnaire

1. In the semester before the Formal Evaluation Conference, each Faculty Member will use the Student Rating Questionnaire during the 9th, 10th or 11th week of a semester in at least three classes, each of which has at least 70% of the students then enrolled in attendance.
2. To assure students anonymity of their responses, in each class the Faculty Member will ask a student in that class or a designated Faculty Member to administer the questionnaire, while the Faculty Member absents himself or herself from the room until the students have completed the questionnaire.
3. The individual administering the questionnaires will collect them from the students and deliver them directly to the appropriate Associate Dean or Dean or a party mutually agreed upon by the Faculty Member and the evaluator.
4. The questionnaires will be forwarded to the appropriate office for processing and a copy of the computer tabulation will be sent to the Faculty Member and the evaluator after the completion of the evaluated term and at least five working days before the Formal Evaluation Conference. The completed questionnaire will be returned to the Faculty Member at the same time.

B. The Report of the Formal Evaluation

1. The evaluator will complete a written report of the evaluation of the Faculty Member (utilizing the Phase I Planning Document), and will give it to the Faculty Member within five working days following the conference.
2. The Faculty Member may add written comments to the evaluation report, or may add additional material to it within ten working days of receiving the written evaluation.
3. If the Faculty Member does not agree with the evaluation, then within ten working days of receiving the written report, he or she may request a meeting with the evaluator in an effort to resolve the difference of opinion.
4. If the Faculty Member does not wish to object to the written evaluation report, he or she will return it with any attached comments to the evaluator within ten working days of having received it.
5. The Faculty Member will read the evaluation report and sign it to acknowledge that he or she has read it. The Faculty Member's signature does not necessarily indicate agreement with the evaluation.
6. The evaluation report will be signed by the evaluator and the Dean.
7. The original copy of the evaluation report, with any attached additional comments, together with copies of the Faculty Self Evaluation form and the computer tabulation of the Student Rating Questionnaire will be forwarded to the Human Resources Office.
8. The Faculty Member will receive one copy of the written evaluation report.
9. The evaluator will retain one copy of the written evaluation report for the Division file.

III. THE UPDATE CONFERENCE

In the year following the formal evaluation, the Faculty Member and the evaluator will meet for an update conference. The purpose of the update conference is to maintain contact between the evaluator and Faculty Member and to update the previous year's formal evaluation. If the Faculty Member wants to update any of the achievements and goals before the update conference, s/he may use the Faculty Update Conference (Optional Form). After the update conference, the evaluator will send a copy of the Update Conference Report to the Dean for forwarding to the Human Resources Office, and a copy for the Division file. A copy of the Update Conference Report will also be sent to the Faculty Member. (Please see forms in Appendix A.)

D 9.2 ASSESSMENT & EVALUATION OF NON-TENURED FACULTY

The performance of non-tenured Faculty Members is to be assessed at least twice annually prior to tenure.

I. PURPOSE

Evaluation of non-tenured Faculty's work provides both Faculty and Administrators with information needed to maintain the quality of the College's educational process. In addition to providing Faculty Members with data that can be used in maintaining or improving the level of their teaching, it is also used for the purpose of rehiring and the granting of tenure. The result is, therefore, both developmental and evaluative.

Forms used to facilitate this process are found in Appendix A.

II. SCHEDULE

The evaluation schedule for non-tenured Faculty consists of the following:

First Year Faculty Member

- Planning Conference - early Fall Semester
- Evaluation Conference - late Fall Semester
- Evaluation Conference - prior to March 1
- Planning Conference for Second Year - late Spring Semester

Second Year Faculty Member

- Evaluation Conference - middle of Fall Semester
- Evaluation Conference - prior to February 1
- Planning Conference for Third Year - late Spring Semester

Third Year Faculty Member

- Evaluation Conference - late Fall Semester
- If tenure is granted, the Faculty Member will then start the regular three-year cycle with an update conference in the next year.

If the probationary period is extended for four years, the following schedule will prevail:

- Second Evaluation Conference - late Fall Semester
- Planning Conference - Spring Semester
- Evaluation Conference - late Fall Semester, Fourth Year

III. GENERAL FEATURES

The planning and evaluation conferences will utilize the same general format required for tenured Faculty with the following two exceptions:

- A. All non-tenured Faculty must use the Student Rating Questionnaire (Please see forms in Appendix A) in at least three classes each semester, during the normal three-year probationary period. The following procedures for administering the forms will be used:
 - 1. The Student Rating Questionnaire will be administered sometime during the 9th, 10th or 11th week of a semester in at least three classes, each of which has at least 70% of the students then enrolled in attendance.
 - 2. In each class, the Faculty Member will ask a student in that class, or a designated Faculty Member, to administer the questionnaire while the Faculty Member absents himself or herself from the room until the students have completed the questionnaire.
 - 3. The individual administering the questionnaires will collect them from the students and deliver them directly to the appropriate Division office.
 - 4. The questionnaire will be forwarded to the appropriate office for processing, and a copy of the printout will be sent to the Faculty Member prior to the evaluation conference. The student comments will be returned to the Faculty Member after the completion of the evaluated term.
- B. There must be at least two classroom visitations by the evaluator or designee prior to the second evaluation conference in each of the first two years. At least one classroom visitation must be held during the third year.

IV. THE PLANNING CONFERENCE

The purpose of this initial conference is to explain Faculty responsibilities and the evaluation procedure to the non-tenured Faculty Member (first year only) and to agree upon the goals and objectives of the Faculty Member and the methods of data collection to be used in the evaluations. Topics to be addressed should include, but are not limited to, the following:

- a. teaching
- b. advising
- c. curriculum development
- d. institutional committee work
- e. other relevant activities consistent with Section D 6, DUTIES OF FACULTY MEMBERS, as specified in this Contractual Agreement

A record of agreement using the Record of Agreement Non-Tenured Faculty Form (please see forms in Appendix A) will be prepared by the evaluator following the planning conference. A copy will be sent to the Dean for forwarding to the Human Resources Office, and a copy will be sent to the Faculty Member within two weeks after the conference.

V. THE EVALUATION CONFERENCE

At the evaluation conference, the Faculty Member and the evaluator will meet to review the data provided by the Faculty Member, by the classroom visitation, feedback from the Student Rating Questionnaire, and other information agreed upon in the preceding Planning Conference and noted in the Record of Agreement.

VI. REPORT OF THE EVALUATION CONFERENCE

- A. The evaluator will complete a written report of the evaluation of the Faculty Member (utilizing the Record of Agreement) and will give it to the instructor within five working days following the conference.
- B. The Faculty Member will read the evaluation report and sign it to acknowledge that he or she has read it. The Faculty Member's signature does not necessarily indicate agreement with the evaluation.
- C. The Faculty Member may add written comments to the evaluation report, or may add additional material to it within ten working days of receiving the written evaluation.
- D. If the Faculty Member does not agree with the evaluation, then within ten working days of receiving the written report, he or she may request a meeting with the evaluator to discuss the difference of opinion.
- E. If the Faculty Member does not wish to object to the written evaluation report, he or she will return it with any attached comments to the evaluator within ten working days of having received it.
- F. The evaluation report will be signed by the evaluator and the Dean.
- G. The original copy of the evaluation report, with any attached additional comments and the computer tabulation of the Student Rating Questionnaires, will be forwarded to the Human Resources Office. The Faculty Member will receive one copy of the written evaluation report. The evaluator will retain one copy of the written evaluation report for the Division office.

D 9.3 ASSESSMENT & EVALUATION OF TENURED COUNSELING FACULTY

The performance of tenured Counseling Faculty Members is formally evaluated every three-years. The following pages describe the evaluation system for full-time tenured Counseling Faculty.

PURPOSE

Evaluation of the Counseling Faculty's performance provides both Counseling Faculty and Administrators with information they need to maintain the quality of the College's educational process. Evaluation also provides Counseling Faculty with information that can be used in maintaining or improving the level of their counseling and teaching. Evaluation at the College is therefore both developmental and evaluative.

Forms used to facilitate this process are found in Appendix A.

GENERAL FEATURES OF THE SYSTEM

Formal evaluation of tenured Counseling Faculty differs each year in a cycle of three-years. In the first year of the cycle, the Counseling Faculty Member and evaluator plan the evaluation. In the second year they conduct a formal evaluation. And in the third they meet to update the formal evaluation. The cycle then repeats. When this evaluation cycle is in operation, the Dean, Associate Dean or other evaluator in a given year will conduct planning meetings with one-third of his or her Counseling Faculty, formal evaluation conferences with one-third, and update conferences with one-third. Evaluators should notify Counseling Faculty Members at least ten working days before any of the meetings in the evaluation process. When a formal evaluation is not normally scheduled, a Counseling Faculty Member or the evaluator may request a formal evaluation.

Procedures for accomplishing the evaluation process are explained in the following sections.

NOTE: Non-tenured Counseling Faculty should follow the time table established for non-tenured Teaching Faculty.

I. THE PLANNING CONFERENCE

The purpose of the Planning Conference is to provide for active involvement of the Counseling Faculty Member in the evaluation process. It will take place approximately one year before the formal Evaluation Conference. In the Planning Conference, the Counseling Faculty Member and the evaluator should reach agreement on the content and methods of evaluation.

Format of the Planning Conference

- A. Counseling Faculty Member's written statement: The Counseling Faculty Member should bring to the Planning Conference a written statement identifying areas for discussion with the evaluator using the Phase I PLANNING DOCUMENT-COUNSELING FACULTY MEMBER (please see forms in Appendix A).
- B. General topics in this written statement should include, but are not limited to, the following:
 - 1. counseling/teaching
 - 2. advising
 - 3. student services development/curriculum development
 - 4. institutional committee work
 - 5. other relevant activities consistent with Section D 6, DUTIES OF FACULTY MEMBERS, in this Contractual Agreement

The Counseling Faculty Member may wish to address additional topics, such as activities related to his or her position in the College, community service, and items of his or her Personal Education Plan. The evaluator may wish to address other responsibilities of the Counseling Faculty Member such as those enumerated in this Contractual Agreement, the Counseling Faculty Member's student withdrawal rate if significantly different from the discipline, or student complaints.

- C. The Counseling Faculty Member's written statement should refer both to his or her achievements ("This is what I have done or am doing.") and to his or her goals ("This is what I expect to be doing")
- D. In addition to the items in the Counseling Faculty Member's written statement, the Counseling Faculty Member and evaluator should decide the following:
 - 1. Any optional questions to be used on the Counselor Evaluation Form. (Please see forms in Appendix A.)

2. Any optional questions to be used on the Student Rating Questionnaire. (Please see forms in Appendix A.)
 3. Any alternative forms of gathering data in addition to the Counselor Evaluation Form and the Student Rating Questionnaire.
 4. The relative weightings to be assigned to the items (if desired) understanding that the Counseling Faculty Member's primary responsibility at the College is effective counseling.
 5. The means by which the data is to be gathered.
- E. It is to be understood that evaluation forms could include, but are not limited to, the following: the Counseling Faculty Self-Assessment Form and/or the Student Rating Questionnaire and/or the Counselor Evaluation Form. (Please see forms in Appendix A.)
 - F. The Phase I Planning Document-Counseling Faculty Member will be signed by the evaluator and the Counseling Faculty Member.
 - G. The evaluator will send the Phase I Planning Document-Counseling Faculty Member to the Dean for forwarding to the Human Resources Office and a copy to the Counseling Faculty Member within ten working days after the conference.

II. **FORMAL EVALUATION**

The formal evaluation of each Counseling Faculty Member will be conducted in a conference, at which time the Counseling Faculty Member and the evaluator meet to review the self evaluation, feedback provided by the Counselor Evaluation Form, the Student Rating Questionnaire, and other information as agreed upon in the preceding Planning Conference.

The formal Evaluation Conference should be scheduled during the normal academic year, however, the Counseling Faculty Member and the evaluator may agree to schedule the conference in the summer.

The Counseling Faculty Self-Assessment Form (Please see forms in Appendix A.) should be completed and given to the appropriate evaluator at least five working days before the Formal Evaluation Conference.

A. **The Counselor Evaluation Form**

In any term of the academic year of the Formal Evaluation Conference, each Counseling Faculty Member will use the Counselor Evaluation form (Please see forms in Appendix A.) during the 9th, 10th or 11th week of a semester, with all students counseled.

B. **Procedures for Student Rating Questionnaire**

1. In the year of the Formal Evaluation Conference, each Counseling Faculty Member will use the Student Rating Questionnaire during the 9th, 10th or 11th week of a semester in the class or classes she/he teaches.
2. To assure students anonymity of their responses, in each class the Counseling Faculty Member will ask a student in that class to administer the questionnaire while the Counseling Faculty Member absents himself or herself from the room until the students have completed the questionnaire.
3. The individual administering the questionnaires will collect them from the students and deliver them directly to the appropriate Associate Dean or Dean or a party mutually agreed upon by the Counseling Faculty Member and the evaluator.
4. The questionnaires will be tabulated and a copy of the computer tabulation will be sent to the Counseling Faculty Member and the evaluator after the completion of the evaluated term and at least five working days before the Formal Evaluation Conference. The completed questionnaires will be returned to the Counseling Faculty Member at the same time.

C. The Report of the Formal Evaluation

1. The evaluator will complete a written report of the evaluation of the Counseling Faculty Member, utilizing the Planning Document, and will give it to the Counseling Faculty Member within five working days following the conference. (Please see forms in Appendix A.)
2. The Counseling Faculty Member may add written comments to the evaluation report, or may add additional material to it within ten working days of receiving the written evaluation.
3. If the Counseling Faculty Member does not agree with the evaluation, then within ten working days of receiving the written report he or she may request a meeting with the evaluator in an effort to resolve the difference of opinion.
4. If the Counseling Faculty Member does not wish to object to the written evaluation report, he or she will return it with any attached comments to the evaluator within ten working days of having received it.
5. The Counseling Faculty Member will read the evaluation report and sign it to acknowledge that he or she has read it. The Counseling Faculty Member's signature does not necessarily indicate agreement with the evaluation.
6. The evaluation report will be signed by the evaluator and the Dean.
7. The original copy of the evaluation report, with any attached additional comments, together with copies of the Counseling Faculty Self-Assessment, a summary of the Counselor Evaluation Forms and the computer tabulation of the Student Rating Questionnaires will be forwarded to the Human Resources Office.
8. The Counseling Faculty Member will receive one copy of the written evaluation report.
9. The evaluator will retain one copy of the written evaluation report for the Division file.

III. THE UPDATE CONFERENCE

In the year following the formal evaluation, the Counseling Faculty Member and the evaluator will meet for an update conference. The purpose of the update conference is to maintain contact between the evaluator and Counseling Faculty Member and to update the previous year's formal evaluation. The evaluator will send a copy of the Update Conference Report to the Dean for forwarding to the Human Resources Office and a copy for the Division file. A copy of the Update Conference Report will also be sent to the Counseling Faculty Member. (Please see forms in Appendix A.)

D 9.4 ASSESSMENT & EVALUATION OF NON-TENURED COUNSELING FACULTY

The performance of non-tenured Counseling Faculty Members is to be assessed at least twice annually prior to tenure.

I. PURPOSE

Evaluation of the non-tenured Counseling Faculty's work provides both Counseling Faculty Members and Administrators with information needed to maintain the quality of the College's educational process. In addition to providing Counseling Faculty Members with data that can be used in maintaining or improving the level of their counseling and teaching, it is also used for the purpose of rehiring and the granting of tenure. The result is, therefore, both developmental and evaluative.

Forms used to facilitate this process are found in Appendix A.

II. **SCHEDULE**

The evaluation schedule for non-tenured Counseling Faculty consists of the following:

First Year Counseling Faculty Member

- Planning Conference - early Fall Semester
- Evaluation Conference - late Fall Semester
- Evaluation Conference - prior to March 1
- Planning Conference for Second Year - late Spring Semester

Second Year Counseling Faculty Member

- Evaluation Conference - middle of Fall Semester
- Evaluation Conference - prior to February 1
- Planning Conference for Third Year - late Spring Semester

Third Year Counseling Faculty Member

- Evaluation Conference - late Fall Semester
- If tenure is granted, the Counseling Faculty Member will then start the regular three-year cycle with an update conference in the next year.

If the probationary period is extended to four years, the following schedule will prevail:

- Second Evaluation Conference - late Fall Semester
- Planning Conference - Spring Semester
- Evaluation Conference - late Fall Semester, Fourth Year

III. **GENERAL FEATURES**

The planning and evaluation conferences will utilize the same general format required for tenured Counseling Faculty with the following two exceptions:

- A. All non-tenured Counseling Faculty must use the Counselor Evaluation form during a specified week each term during the normal three-year probationary period. (Please see forms in Appendix A.)
- B. All non-tenured Counseling Faculty must use the Student Rating Questionnaire in each class or classes each term during the normal three-year probationary period. (Please see forms in Appendix A.) The following procedures for administering the form will be used:
 - 1. The Student Rating Questionnaire will be administered sometime during the 9th, 10th or 11th week of the semester in the class or classes she/he teaches.
 - 2. In each class the Counseling Faculty Member will ask a student in that class or a designated Faculty Member to administer the questionnaire while the Counseling Faculty Member absents himself or herself from the room until the students have completed the questionnaire.
 - 3. The individual administering the questionnaires will collect them from the students and deliver them directly to the appropriate Division office.
 - 4. The questionnaire will be forwarded to the appropriate office for processing and a copy of the printout will be sent to the Counseling Faculty Member prior to the evaluation conference. The student comments will be returned to the Counseling Faculty Member after the completion of the evaluated term.
- C. There must be at least two counseling observations and classroom visitations by the evaluator or designate prior to the second evaluation conference in each of the first two years. At least one Counseling observation and one classroom visitation must be held during the third year.

IV. THE PLANNING CONFERENCE

The purpose of this initial conference is to explain Counseling Faculty responsibilities and the evaluation procedure to the non-tenured Counseling Faculty Member (first year only) and to agree upon the goals and objectives of the Counseling Faculty Member and the methods of data collection to be used in the evaluations. Topics to be addressed should include, but are not limited to, the following:

- a. counseling/teaching
- b. advising
- c. student services development/curriculum development
- d. institutional committee work
- e. other relevant activities consistent with Section D 6.2, DUTIES OF COUNSELING FACULTY, as specified in this Contractual Agreement.

A record of agreement using the Record of Agreement Non-Tenured Faculty form (Please see forms in Appendix A.) will be prepared by the evaluator following the planning conference. A copy will be sent to the Dean for forwarding to the Human Resources Office and a copy will be sent to the Counseling Faculty Member within two weeks after the conference.

V. THE EVALUATION CONFERENCE

At the evaluation conference, the Counseling Faculty Member and the evaluator will meet to review the data provided by the Counseling Faculty Member, by the Counseling observation and classroom visitation, a summary of the Counselor Evaluation Form, feedback from the Student Rating Questionnaire, and other information as agreed upon in the preceding Planning Conference and noted in the Record of Agreement.

VI. REPORT OF THE EVALUATION CONFERENCE

1. The evaluator will complete a written report of the evaluation of the Counseling Faculty Member (utilizing the Record of Agreement), and will give it to the Counseling Faculty Member, within five working days following the conference.
2. The Counseling Faculty Member will read the evaluation report and sign it to acknowledge that he or she has read it. The Counseling Faculty Member's signature does not necessarily indicate agreement with the evaluation.
3. The Counseling Faculty Member may add written comments to the evaluation report, or may add additional material to it within ten working days of receiving the written evaluation.
4. If the Counseling Faculty Member does not agree with the evaluation, then within ten working days of receiving the written report, he or she may request a meeting with the evaluator to discuss the difference of opinion.
5. If the Counseling Faculty Member does not wish to object to the written evaluation report, he or she will return it with any attached comments to the evaluator within ten working days of having received it.
6. The evaluation report will be signed by the evaluator and the Dean.
7. The original copy of the evaluation report, with any attached additional comments, a summary of the Counselor Evaluation Form, and the computer tabulation of the Student Rating Questionnaires will be forwarded to the Human Resources Office. The Counseling Faculty Member will receive one copy of the written evaluation report. The evaluator will retain one copy of the written evaluation report for the Division office.

D 9.5 ASSESSMENT & EVALUATION OF TENURED AND NON-TENURED LIBRARY FACULTY

PURPOSE

The purposes of evaluation conferences for non-tenured and tenured Library Faculty are:

1. To assess the Library Faculty Member's job performance as related to his/her duties and responsibilities;
2. To review the Library Faculty Member's contribution and progress toward the accomplishment of specified divisional Library goals/objectives;
3. To identify professional development activities that may enhance the Library Faculty Member's job performance.

Forms used to facilitate this process are found in Appendix A.

PROCEDURE

Library Faculty Evaluation:

The Library Faculty evaluation procedure requires one formal evaluation conference every three-years for tenured Library Faculty, and two formal evaluation conferences each year for non-tenured Library Faculty. The semi-annual review conference for non-tenured Library Faculty should be completed during the first two weeks in January; the second evaluation conference during the last two weeks in April.

The formal evaluation conference for Library Faculty should be completed in the last two weeks of April. Should circumstances arise that prevent the conference from being held during the last two weeks, then a mutually agreed upon time will be set to hold the formal evaluation conference. In the ensuing years (between formal evaluation conferences) annual formal evaluation conferences are not necessary for tenured Library Faculty Members. However, an informal evaluation will be held between the tenured Library Faculty Member and appropriate Administrator. In addition, in the procedures of items 4 a-j, wherever the phrase "Formal Evaluation" occurs, the words "Informal Evaluation" shall be substituted.

The Constituency Evaluation Surveys:

The constituency to be surveyed is to be mutually agreed upon by both the Library Faculty Member and the Dean or Associate Dean. This may include all divisional Faculty, Staff and Administrators with whom the Library Faculty works. The Dean or Associate Dean may survey full-time and part-time employees supervised by Library Faculty using the Supervisor Performance Evaluation form. (Please see forms in Appendix A.) Non-tenured Faculty will distribute the Evaluation Survey for Library Reference Faculty yearly until they become tenured.

Constituency evaluation will be handled by the Evaluation Survey for Library Faculty to be sent by March 15, or an alternate mutually agreed upon date that may better accommodate other timetables.

The constituency evaluations will be returned to the appropriate Administrator who will prepare a summary of the evaluations. Summaries and surveys pertaining to individual Library Faculty will be shared with the Faculty Member being evaluated. The summary will be included in the evaluation packet.

Self-Evaluation Report:

By April 15 in the year formal evaluation is scheduled, each tenured Library Faculty Member will submit a self evaluation to his/her Dean or Associate Dean. See Library Faculty Self-Evaluation Report form. (Please see forms in Appendix A.)

Duplicate evaluation procedures will be followed for non-tenured Library Faculty Members except for frequency of evaluation.

Formal Evaluation Procedures:

1. The Dean or Associate Dean will develop a written response to the Library Faculty Member's self evaluation and summarize constituency evaluations. This response and summary of constituency evaluations will be available to the Library Faculty Member at least two working days before his or her formal evaluation conference.
2. The summary of the constituency evaluation, the Library Faculty Member's self-evaluation and the Administrator's response to the Library Faculty Member's self evaluation will make up the evaluation conference packet.
3. The evaluation conference will be held as specified in "Procedure: Library Faculty Evaluation". It will consist of a discussion of the Library Faculty Member's self-evaluation, the Dean or Associate Dean's response to the Library Faculty Member's self-evaluation and the summarized constituency evaluation.

A discussion of the departmental/divisional goals will take place in this conference to establish direction for the Library Faculty Member's role in the accomplishment of those goals that should positively impact the services of the Library.

4. The post conference steps of the evaluation procedures shall be as follows:
 - a. The results of the evaluation conference will be summarized on the Formal Evaluation Report Form by the Administrator within one week following the conference. A copy will be given to the Library Faculty Member, along with the other components to the evaluation conference packet, together being the evaluation report.
 - b. The Library Faculty Member will read the Formal Evaluation Report and sign it to acknowledge that he or she has read it.
 - c. The Library Faculty Member's signature indicates that he or she has read and understands the evaluation; the signature does not necessarily indicate agreement with the evaluation.
 - d. The Library Faculty Member may add written comments to the Formal Evaluation Report, or may add additional material to it within one week of receiving the written Formal Evaluation Report.
 - e. If the Library Faculty Member does not wish to object to the written Formal Evaluation Report, he or she will sign and date the page provided and return the report, with any attached comments, to the Administrator within one week of having received it.
 - f. The Formal Evaluation Report will be signed by the appropriate Administrator and forwarded to the Dean of the Library for his or her signature and/or comment if appropriate.
 - g. The original copy of the Formal Evaluation Report will be forwarded by the Dean to the Human Resources Office.
 - h. The Library Faculty Member will receive one copy of the entire evaluation report.
 - i. The Administrator will receive one copy of the entire evaluation report.
 - j. The Dean of the Library shall retain one copy of the entire evaluation report for the Dean's file.
5. An informal evaluation will be held with the tenured Library Faculty Member and appropriate Administrator in the years between the formal evaluation. The Administrator will focus on the Library Faculty Member's performance of his/her job duties and a review of professional growth activities as reported by the Library Faculty Member. A summary of that conference will be written by the Administrator. The oral conference should be scheduled during the Spring Term; however, the Library Faculty Member and the Administrator may agree to schedule the conference in the summer. Post conference steps outlined in 4, a-j above shall be followed. See Library Faculty Informal Self-Evaluation Report Form and Informal Conference Report Form. (Please see forms in Appendix A.)
6. Semi-Annual Evaluation (non-tenured Library Faculty) – Written comments will be prepared by the Administrator that relate to the non-tenured Library Faculty Member's progress toward accomplishment of goals/objectives, an evaluation of the Library Faculty Member's duties and

responsibilities specified in the job description, along with the Administrator's suggestions (if any) on job performance development. This information will be signed and submitted to the Dean of the Library along with additional comments the Library Faculty Member may want to add, following the post conference steps established in number 4 above.

Supervisor Performance Evaluation:

As part of their evaluation process, Library Faculty who supervise more than two Library employees are evaluated by the people they serve on their performance as supervisors. (Please see forms in Appendix A.)

D 10 TENURE

A Faculty Member covered under this Contractual Agreement shall be eligible for tenure in accordance with the provisions of Illinois Compiled Statutes, Chapter 110, Section 805/3B (1994), at the end of the Faculty Member's third year of consecutive full-time service, upon recommendation of the College President and approval of the Board, but with the following exception:

The Board reserves the right to extend the probationary period to four years in accordance with the Illinois Compiled Statutes, Chapter 110, Section 805/3B, (1994). The Faculty Member will be given notice of a one year extension not later than 60 days before the end of the school year immediately preceding the academic school year in which tenure would otherwise be conferred. Such notice will state the corrective action which the Faculty Member should take to satisfactorily complete service requirements for tenure. The specific reason for the one year extension shall be confidential, but shall be issued to the Faculty Member upon request.

On occasion it may become necessary to terminate the services of a tenured member of the professional staff. Should this action be required, termination of tenure shall, upon the recommendation of the College President and approval of the Board of Trustees, include the following instances:

- A. Notwithstanding tenure, a Faculty Member's appointment may be terminated if the program or discipline in which the Faculty Member instructs is reduced in size or discontinued. In such cases, Faculty Members shall be notified in writing as to the elimination of position following the "Non-Renewal of Appointments" section below. In addition, the Faculty Member will receive a statement of honorable dismissal. Such action may be taken provided that the employment of no tenured Faculty Member may be terminated under the provisions of this section while any probationary Faculty Member, or any other employee with less seniority is retained to render service which the tenured employee is competent to render. In the event a tenured Faculty Member is not given notice within the time herein provided the Faculty Member shall be deemed re-employed for the ensuing school year. For the period of 24 months from the beginning of the school year for which the Faculty Member was dismissed, any Faculty Member shall have the preferred right to reappointment to a position entailing services the Faculty Member is competent to render prior to the appointment of any new Faculty Member; provided that no non-tenure Faculty Member or other employee with less seniority shall be employed to render a service which a tenured Faculty Member is competent to render.
- B. Notwithstanding tenure, any member of the Faculty may be either suspended, removed, dismissed or refused appointment renewal in cases of incompetence, cruelty, negligence, immorality, or other sufficient cause whenever the Faculty Member, in the opinion of the President and the Board, is not qualified to perform the assigned duties and whenever, in their opinion, the interests of the College require it. In such cases, the Faculty Member will be granted a hearing on causal dismissal and shall be notified in writing of the cause for the action. The Faculty Member will be processed with and granted due process of law in consideration of the Faculty Member's case. Under these circumstances the Faculty Member may be suspended immediately and thereafter may be dismissed immediately upon conclusion of due process of law.

- C. Notwithstanding tenure, any Faculty Member may be terminated in accordance with the provisions of the Reduction in Force section of this Agreement.

D 11 NON RENEWAL OF APPOINTMENT

The names of Faculty whose appointments are not to be renewed shall be presented to the Board by the College President. Board approval is required for non-renewal of tenure track and tenured Faculty appointments.

The Board shall inform the tenure track Faculty Member of its intent on or before February 1. The Board shall inform the tenured faculty of its intent on or before February 1 of the year preceding the final year of appointment.

This schedule shall also apply to persons subject to non-renewal of an appointment due to the discontinuance of a program. See Section D.10, TENURE, in this Contractual Agreement. In cases where persons are deemed incompetent, cruel, negligent, or immoral or where there is other sufficient cause, such Faculty may be subject to immediate suspension or removal, providing due process is followed. See Section D.10, TENURE, in this Contractual Agreement.

D 12 REDUCTION IN FORCE

Upon clear evidence of a condition of financial exigency, the College President will make every reasonable effort to warn the College community of such condition. The College President or representative(s) will consult with the leadership of the Association about methods seeking to alleviate such financial exigency. Recommendations from Faculty shall be reviewed and considered by the College President, but such recommendations are advisory, and the final determination of methods to alleviate the financial exigency shall be made by the College President and the Board of Trustees. Such determination may include the necessity of a reduction in force of College personnel.

If the Board of Trustees approves the employment of additional full-time Faculty within eighteen (18) months of the reduction in force, such position(s) shall be offered first and in inverse order to the qualified faculty members who meet the hiring criteria for the position.

Any tenured Faculty member dismissed as a result of a reduction in force and subsequently rehired within a two (2) year time period shall retain tenure rights. However, service time shall not accrue during the period of non-employment at College of DuPage.

Any non-tenured faculty member dismissed as a result of a reduction in force and subsequently rehired within two (2) years shall not accrue any service or tenure time during the period of non-employment at the College of DuPage. Should the period of non-employment at College of DuPage exceed one year, the Faculty member must start the tenure process over.

E GRIEVANCE AND APPEAL PROCEDURES

The Board and the Association recognize the importance of orderly and peaceful labor relations for the mutual interest and benefit of the Board, Faculty Members, and the Association. The Board and the Association further recognize the mutual benefits of just and expeditious resolution of disputes which may arise as to proper interpretation and implementation of this Agreement and accordingly, have included herein grievance and appeal procedures for the effective process and resolution of such disputes.

In the grievance and appeal procedures an instruction day is defined as a day when the Business Office is open and for which the official College calendar indicates classes are in session.

E 1 GRIEVANCE PROCEDURE

A grievance is defined as an alleged misinterpretation or misapplication of a specific article or section of this Contractual Agreement.

A grievance may be filed by any Faculty Member, a group of Faculty Members, or the Association.

The Faculty Member, at each step of the proceeding, may elect to invite an advisor/observer to be present.

The Administrator at any step of the proceeding may elect to invite an advisor/observer to be present.

Court reporters shall not be allowed to attend grievance meetings held pursuant to Section E 1, GRIEVANCE PROCEDURE, of the Contractual Agreement and record such meetings except by mutual consent.

A representative of the Association may elect to be present at each step of the process. The Association may choose to join in support of the grievant at any point in the grievance process. The Association may introduce evidence from previous grievance files in support of the current grievance of a Faculty Member(s).

Use of this Grievance Procedure will not deny subsequent access to other legal procedures, except as specifically provided in this Contractual Agreement.

Any and all adjustments resulting from use of this procedure must be consistent with the terms of this Contractual Agreement.

The grievance will be submitted in writing, signed by the alleged grieving Faculty Member(s), and will list the specific articles or sections violated and describe the alleged incident and specify the remedy requested.

In the event the grievance does not involve instructional Deans, the grievance shall be initiated at Step 2.

Step 1: Within ten (10) instruction days of the time a grievance arises, or when the cause of the grievance could reasonably have been known by the grievant, [in no case more than forty (40) instruction days for the individual grievant after the cause of the grievance] the Faculty Member or Association at the request of the Faculty Member, will present a written, signed statement of grievance to the appropriate Dean/Director with notification to the Association. Within eight (8) instruction days after notification of the grievance a meeting will take place between the Faculty Member and the Dean/Director and/or appropriate designees and a representative of the Association if requested by the Faculty Member. The Dean/Director shall give the Faculty Member and the Association a written answer within eight (8) instruction days after the meeting.

Step 2: If the grievance is not resolved in Step 1 by the receipt of the Dean's/Director's answer the Faculty Member may continue the grievance within eight (8) instruction days to the appropriate Vice President. If the grievance does not involve instructional Deans the Faculty Member may grieve within ten (10) instruction days of the time a grievance arises, or when the cause of the grievance could reasonably have been known by the grievant [in no case more than forty (40) instruction days for the individual grievant after the cause of the grievance], to the appropriate Vice President with a signed, written statement of grievance. A copy shall be given to the Dean/Director, if the Dean/Director was involved in Step 1 of the grievance, and to the Association. The appropriate Vice President or designated representative shall meet with the Faculty Member and a representative of the Association within eight (8) instruction days of receipt of the grievance. The appropriate Vice President or designated

representative shall give the Faculty Member and the Association a written answer within eight (8) instruction days after the meeting.

Step 3: If the grievance is not resolved in Step 2 by the receipt of the Vice President's answer, the Faculty Member may continue the grievance within eight (8) instruction days to the President of the College. A copy of the grievance shall be given to the appropriate Vice President and the Association. The President or designated representative shall meet with the Faculty Member and a representative of the Association within eight (8) instruction days after receipt of the grievance. The President or designee shall give a written answer to the Faculty Member and Association within eight (8) instruction days after the meeting.

Step 4: If the Association is not satisfied with the disposition of the grievance by the President or designee or if no disposition has been made within the period provided, the grievance may be submitted to final and binding arbitration before an impartial arbitrator.

4.1 The Association shall notify the College President of its intention to pursue arbitration within ten (10) instruction days of receipt of the President's response or within ten (10) instruction days of the expiration of the time periods specified in Step 3. A grievance may not be submitted to arbitration without written notification by the President of the Association or designee.

4.2 The parties may mutually agree upon an arbitrator. If the parties cannot agree on an arbitrator within ten (10) instruction days after the notification of intent to seek arbitration, the parties shall request a list of arbitrators from the American Arbitration Association, all of whom shall have been admitted to the National Academy of Arbitrators. The Association and Board, independent of one another, will strike unacceptable names from the list. Names remaining are ranked in order of preference with "1" used for the most favored name. The American Arbitration Association, after receiving both lists, will assign the arbitrator with the lowest composite ranking. If no name was preferenced by both parties, the same procedure will be repeated until agreement is achieved.

Except as provided by law, the parties shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party.

The arbitrator shall have no power to alter, add to, or subtract from the terms of this Contractual Agreement.

The decision of the arbitrator, if made in accordance with the arbitrator's jurisdiction and authority under this Contractual Agreement and applicable laws, shall be accepted as final and binding by the Board, the Association, and the grievant. All parties shall abide by the decision.

The fees and expenses of the arbitration shall be shared equally by the Board and the Association.

E 2 GRIEVANCE FILES

The Human Resources Office is charged with the responsibility of maintaining official files for all grievance cases. These files shall include a record of meeting dates, times, participants, evidence submitted and all written communication regarding each case. These grievance files shall be kept separate from all other personnel files.

Only the following individuals shall have access to these files: the Board of Trustees, legal counsel retained by the College, the Secretary to the Board of Trustees, the President, Vice Presidents or designee, President and Vice-President of the Faculty Association, the Chairperson of the Faculty Welfare Committee, Chairperson and Vice Chairperson of the Grievance Sub-Committee and legal counsel retained by the Association.

The grievant Faculty Member, the grievant's designee and the grievant's immediate supervisor shall have access only to the case at issue for that Faculty Member.

Complete official files shall be kept for a minimum period of six (6) years. Thereafter, a log containing only a statement of the nature of an appeal and its final disposition shall be sufficient.

E 3 FACULTY/ADMINISTRATIVE REVIEW BOARD

The Faculty Administrative Review Board (FARB) is recognized by the College and the Association as an appeal vehicle for any Faculty Member (herein referred to as "appellant") who alleges that an administrative decision affecting his/her welfare is not in conformity with existing Board Policies for issues specifically assigned to FARB by this Contractual Agreement.

The Faculty/Administrative Review Board will (1) determine if administrative decisions affecting an appellant are in conformity with existing policy, (2) determine if the administrative decisions are reasonably founded, (3) determine if the administrative decisions are appropriately applied, and (4) recommend a remedy where applicable.

In cases when a Faculty Member alleges a grievance which is found not to be applicable to this Contractual Agreement, the time limits for FARB eligibility will begin on the date of notice when alleged grievance was found inappropriate to the grievance procedure. See Section E 1, GRIEVANCE PROCEDURE, in this Contractual Agreement.

A. SCOPE OF AUTHORITY

1. FARB is available to recommend on the appeal of any item covered under its scope of authority as follows:
 - a. Board policy.
 - b. Written student complaints when used as a basis for withholding a property right in a disciplinary action, i.e., unpaid suspension or termination.
 - c. Allegations of Sexual Harassment.
 - d. Administrative decisions with reference to movement from D to E.
 - e. Administrative/Faculty differences over Staff Development Plans and extensions of Staff Development deadlines.
 - f. Decisions of the Faculty Committee on Alternative Credit.
 - g. Administrative/Faculty differences over Personal Education Plans.
 - h. Access to legal services.
 - i. Denial of Personal Leave, Bereavement Leave, and Health Leave days.
 - j. Extended Personal Leave.
2. FARB is not the appropriate appeal route for:
 - a. Issues arising directly from allegations of violation of the Contractual Agreement between the Board and the College of DuPage Faculty Association.
 - b. Decisions arising from Student Procedure for Appeal of Class Evaluation.
 - c. Medical/dental coverage.
 - d. Traffic appeals.
 - e. Any other item not specifically named in A.1 above.

B. FACULTY/ADMINISTRATIVE REVIEW BOARD COMPOSITION

FARB shall be composed of five Faculty and five Administrators. The Faculty Members shall be selected by the President of the Association in accordance with the By-Laws and Special Rules, and drawn from the membership of the Faculty. The Administrators shall be appointed by the President of

the College. All representatives shall be appointed for terms which coincide with the duration of the current Contractual Agreement between the College of DuPage Board of Trustees and the College of DuPage Faculty Association.

At an initial organizational meeting, a rotation schedule of committee positions will be defined.

Any FARB member who files an appeal or has some involvement in a FARB appeal shall disqualify himself/herself from the board and any rights of access to records or discussions not open to non-FARB appellant Faculty.

If a member in regular rotation is unable to serve because of disqualification, the next person in rotation will serve for an entire case.

Regular members may disqualify themselves if they feel their judgment may be impaired in a case. A majority vote of the members may disqualify a regular member for cause.

If there are insufficient members available to hear a case due to disqualification, a temporary replacement will be made by the appropriate constituency by the applicable procedure. Vacancies created in the board's membership will be made by the appropriate constituency by the appropriate procedure.

The chairperson and secretary positions shall alternately rotate by each case between the members of the Administration and Faculty. To begin the process, a member of the Faculty shall serve as the first chairperson and a member of the Administration shall serve as the first secretary. The chairperson and secretary shall not have voting privileges.

C. **APPEAL PROCESS**

1. **Hearings**

Any appellant may appeal to FARB for consideration of any matter relating to the scope of authority of FARB. An appeal must be filed within fifteen (15) instructional days of the date upon which the appellant became aware of the event being appealed and, in no case, more than thirty (30) days from the alleged action that is the cause of the appeal.

- a. The appellant shall notify in writing the President of the Association, the Welfare Committee Chair, and the Grievance Sub-Committee Chair of the Association, and copy the Vice President of Human Resources of his/her appeal to FARB. The appeal must consist of a written statement of the wrong done to the appellant, the reason why it is perceived as wrong, the requested remedy, and the section of the scope clause which gives FARB authority on the issue.
- b. Within five (5) instructional days, the President of the Association will notify the FARB membership and notify the appellant's Dean or immediate supervisor that an appeal is pending.
- c. Within fifteen (15) instructional days, FARB will initially determine if the case falls under the scope of its authority. This meeting must be attended by six (6) of the members comprising at least one third favorable votes to hear the case.
- d. Upon a decision to hear an appeal, the chairperson of FARB will schedule a meeting time and place. It is understood that these deliberations shall not interfere with the instructional function, and the Administration will make a reasonable attempt to facilitate Faculty availability.

At that meeting, the FARB members will assign the six members to vote on the case, plus the chairperson and secretary. Those eight will hear the case. FARB should make every effort to complete the case in a timely fashion.

The eight may initially discuss the case and make assignments to collect any pertinent data from the appellant Faculty Member and Administrators and make arrangements to hear testimony.

- e. The chairperson may then schedule a hearing. FARB may invite the appellant, Administrators and, if appropriate, specific students and members of the community to present information. The Welfare Committee Chair, the Grievance Sub-Committee Chair or designee, and an advisor/observer may also be present.

The appellant and involved Administrators have the right to be present when testimony is being heard. The appellant does not have a right to be present when FARB debates and considers its findings. Written testimony may be collected and reviewed. A copy is available to the appellant, President of the Association, and involved Administrator upon written request.

The appellant has the right to request an appearance before FARB of any individual who s/he feels may provide supportive evidence regarding the appeal.

The chairperson shall serve to control and make judgments as to appropriate hearing procedures. The committee as a whole will determine admissibility of evidence and testimony.

FARB reserves the right to request an interview with any individual whom it feels may contribute to an understanding of the appeal.

The function of FARB members is to hear the evidence and make a recommendation to the College President based on the preponderance of evidence. It is inappropriate for FARB members to actively take a role in defense or advocacy of a case during the gathering of testimony.

Questioning and cross examination of witnesses, including students and Administrators, may be a part of hearings held under this procedure, except that no cross examination of students shall be conducted under appeals for failure to earn a merit increase from D to E.

2. **Findings**

The six voting members of FARB will, after due consideration, attempt to reach a consensus in regard to each appeal. A four (4 of 6) vote majority will be considered the minimum standard for decision. All votes will be by secret ballot.

Each case will be reviewed on its own merit, within the confines of Board policy and policies and procedures established by the College. FARB precedent may be used for the recommendation.

A written report of FARB's recommendation will be prepared by the chairperson or designee and approved by FARB following FARB's decision. The report will be as specific as possible, including a statement of the final consensus, supporting reasons for it, and recommended remedy where applicable. The report will be sent within ten (10) instructional days of the decision to the appellant, to the President of the Faculty Association, Association Welfare Committee Chair and Grievance Sub-Committee Chair, and to the College President for final action except in those cases where other appropriate Board policies or applicable laws allow for further appeal.

The submission of a majority finding does not preclude the submittal of a minority report if at least two persons on FARB sign it. If a minority report is submitted, it shall be treated as an integral part of the FARB finding, being attached to the majority report.

If FARB, by committee agreement, declares itself deadlocked (an unresolved three tied vote), a consideration period of a minimum of five (5), maximum of ten (10), instructional days will be observed. After this period, an additional meeting will be held. If the second consideration is still deadlocked, a written report will be prepared by two representatives, one reporting each position.

FARB members will not discuss cases individually but rather collectively through the chairperson. The appellant member and/or the College President may contact the chairperson in writing for clarification if necessary.

Further, if the appellant has new evidence to be presented for consideration, s/he may submit a written statement to the College President following receipt of the FARB decision.

Further, the President of the Association and the President of the College may meet to discuss the FARB recommendation upon the request of either President.

The College President will consult with the chair of the appropriate group whenever overturning a majority recommendation from FARB is contemplated.

A written copy of the College President's decision will be forwarded, within ten (10) instructional days from the date of receipt of FARB's recommendation, to the appellant, the Dean, or immediate supervisor, the President of the Association, the Chair of the Board of Trustees, and the active members of FARB. The President's written decision should include sufficient discussion of the issues in a case so as to inform FARB and the Faculty Members of the reasoning and emphasis applied if different than the FARB recommendation.

The College President's decision will be submitted to the Board of Trustees which, at its sole discretion, may amend or adjust such decision. The affected Faculty Member shall have the right to address the Board if requested within thirty (30) calendar days of receipt of the President's decision.

D. MAINTENANCE OF OFFICIAL FILES

The Human Resources Office is charged to maintain official files of all cases. These files shall include a record of meeting dates, time, participants, evidence submitted, and all written communication regarding each case.

Upon completion of consideration of a case, the copies of the appellant's written appeal, a record of meeting dates, time, participants, evidence submitted, all written communication, FARB's recommendation, and the College President's final action shall be sent to the Vice President of Human Resources to be kept in a hearing file separate from all other personnel files, by the chairperson of FARB. All FARB members and Administrators are to be instructed to destroy all other records of these proceedings by the chairperson for the case and the College President.

Only the following individuals shall have access to these files: the Board of Trustees, legal counsel retained by the College, the Secretary of the Board of Trustees, the College President, the Vice Presidents, the Vice President of Human Resources or designee, the chairpersons of the Welfare Committee and Grievance Sub-Committee of the College of DuPage Faculty Association, legal counsel retained by the Association, the President of the Association, and the active members of FARB. In addition, the appellant Faculty Member shall have access only to the file pertaining to his/her case.

A record of the College President's decision shall be sent to the appellant's personnel file maintained by the Human Resources Office.

E. POLICY RECOMMENDATIONS

Due to its nature and function, FARB may find it desirable to communicate with the Board through the College President, in writing, regarding areas in which policy is unclear, or not in conformity with practice. The Board through the College President will, in such instances, reply to FARB in writing. The Association is to be advised in writing of such communications and Board response.

F. PROCEDURAL MODIFICATIONS

Any modification of this statement may originate from the Faculty or the Administration, and must be the result of negotiations between the College of DuPage Faculty Association and the College of DuPage Board of Trustees.

E 4 COLLEGE AND ASSOCIATION ARTICULATION

Representatives of the Association and the College will meet within ten (10) instructional days, but not more than twice per semester, upon request by either party for the purpose of discussing any alleged misinterpretations or misapplication of specific articles or sections of this Contractual Agreement.

E 5 APPEALS PROCEDURE FOR NON-CONTRACT AND NON-BOARD POLICY ISSUES

SEE SECTION E 3, FACULTY/ADMINISTRATIVE REVIEW BOARD, of this Contractual Agreement.

F PROFESSIONAL COMPENSATION - Effective May 28, 2012

F 1 FACULTY REMUNERATION SCHEDULE

Faculty Members shall be paid on a semi-monthly basis on the fifteenth (15th) day and the last day of the month during the nine (9) month instructional period. The first payment will be made no later than August 31st and the final payment will be made no earlier than May 15th. Payment for the Summer term will also be made on the fifteenth (15th) day and the last day of the month. Payments for the Summer term will begin on the first pay period after the beginning of the Summer term, providing there are at least two (2) instructional days to be paid. Faculty will receive no less than three (3) and no more than five (5) payments during the Summer, depending on the Summer term calendar. The College will provide faculty members with a minimum of six (6) months' notice prior to implementation of the semi-monthly remuneration schedule.

Prior to converting to the semi-monthly remuneration schedule, the College will continue to process a bi-weekly payroll. Academic Year 2011-12 faculty elections for 20 or 26 pay periods will be in effect. If the College has not implemented the semi-monthly schedule, effective Academic Year 2012-13, the twenty-six pay option will be continued.

The Faculty Salary Schedule has five ranges and is based on a two-semester academic year. The Faculty Salary Schedule is calculated from a base salary applied to a matrix composed of index factors for experience and ranges. The index factor and maximum number of experience factor steps for each range is included in Section F 2.1, DEFINITION OF RANGES, in this Contractual Agreement. The following table lists each experience factor and its index.

Experience Factor Indexes College of DuPage:

Experience Factor	INDEX FY 08
1	1.00
2	1.05
3	1.10
4	1.16
5	1.22
6	1.28
7	1.34
8	1.40
9	1.45
10	1.50
11	1.55
12	1.60
13	1.65
14	1.70
15	1.75
16	1.80
17	1.85
18	1.90
19	1.95
20	2.00

The minimum placement for newly hired Faculty will be Step 3.
Salary Schedules as follows:

FACULTY STEP LANE SCHEDULE FOR 2011-12

Step Experience Factor	Range Index	A Master's Degree	B Master's Plus 20	C Master's Plus 40	D PhD or Master's Plus 75	E
1	1.00	45,460	49,097	52,734	57,280	61,826
2	1.05	47,734	51,552	55,371	60,144	64,918
3	1.10	50,006	54,007	58,008	63,008	68,008
4	1.16	52,734	56,952	61,171	66,445	71,718
5	1.22	55,461	59,899	64,335	69,881	75,427
6	1.28	58,189	62,844	67,499	73,318	79,137
7	1.34	60,917	65,790	70,664	76,755	82,847
8	1.40	63,644	68,735	73,827	80,191	86,556
9	1.45	65,918	71,191	76,464	83,055	89,647
10	1.50	68,190	73,645	79,101	85,919	92,739
11	1.55	70,464	76,100	81,737	88,783	95,830
12	1.60	72,736	78,556	84,374	91,647	98,922
13	1.65	75,010	81,010	87,011	94,511	102,013
14	1.70		83,465	89,647	97,375	105,104
15	1.75		85,919	92,284	100,239	108,196
16	1.80			94,921	103,103	111,286
17	1.85				105,967	114,377
18	1.90					117,469
19	1.95					120,560
20	2.00					123,651

FACULTY STEP LANE SCHEDULE FOR 2012-13

Step Experience Factor	Range Index	A Master's Degree	B Master's Plus 20	C Master's Plus 40	D PhD or Master's Plus 75	E
1	1.00	45,837	49,505	53,171	57,755	62,339
2	1.05	48,130	51,979	55,830	60,643	65,456
3	1.10	50,421	54,455	58,489	63,530	68,573
4	1.16	53,171	57,425	61,679	66,996	72,313
5	1.22	55,921	60,396	64,869	70,461	76,054
6	1.28	58,672	63,365	68,060	73,926	79,794
7	1.34	61,422	66,336	71,250	77,392	83,534
8	1.40	64,172	69,306	74,440	80,857	87,274
9	1.45	66,465	71,782	77,098	83,745	90,391
10	1.50	68,756	74,256	79,757	86,632	93,509
11	1.55	71,049	76,732	82,415	89,520	96,625
12	1.60	73,340	79,208	85,074	92,408	99,743
13	1.65	75,632	81,682	87,733	95,296	102,859
14	1.70		84,158	90,391	98,183	105,976
15	1.75		86,632	93,050	101,071	109,094
16	1.80			95,709	103,959	112,210
17	1.85				106,847	115,327
18	1.90					118,444
19	1.95					121,561
20	2.00					124,677

FACULTY STEP LANE SCHEDULE FOR 2013-14

Step Experience Factor	Range Index	A Master's Degree	B Master's Plus 20	C Master's Plus 40	D PhD or Master's Plus 75	E
1	1.00	46,493	50,213	53,932	58,581	63,230
2	1.05	48,818	52,723	56,629	61,510	66,392
3	1.10	51,142	55,234	59,325	64,439	69,554
4	1.16	53,932	58,246	62,561	67,954	73,347
5	1.22	56,721	61,259	65,797	71,469	77,141
6	1.28	59,511	64,272	69,033	74,983	80,935
7	1.34	62,301	67,285	72,269	78,499	84,729
8	1.40	65,090	70,297	75,504	82,013	88,522
9	1.45	67,415	72,808	78,201	84,942	91,684
10	1.50	69,739	75,318	80,898	87,871	94,846
11	1.55	72,065	77,829	83,594	90,800	98,007
12	1.60	74,389	80,340	86,291	93,729	101,169
13	1.65	76,714	82,850	88,988	96,658	104,330
14	1.70		85,361	91,684	99,588	107,491
15	1.75		87,871	94,381	102,517	110,654
16	1.80			97,077	105,446	113,815
17	1.85				108,375	116,976
18	1.90					120,138
19	1.95					123,299
20	2.00					126,460

FACULTY STEP LANE SCHEDULE FOR 2014-15

Step Experience Factor	Range Index	A Master's Degree	B Master's Plus 20	C Master's Plus 40	D PhD or Master's Plus 75	E
1	1.00	47,506	51,307	55,107	59,858	64,609
2	1.05	49,882	53,872	57,863	62,851	67,840
3	1.10	52,257	56,438	60,619	65,844	71,070
4	1.16	55,107	59,516	63,924	69,436	74,946
5	1.22	57,957	62,595	67,231	73,027	78,823
6	1.28	60,809	65,673	70,538	76,618	82,699
7	1.34	63,659	68,752	73,844	80,210	86,576
8	1.40	66,509	71,830	77,150	83,801	90,452
9	1.45	68,885	74,395	79,906	86,794	93,682
10	1.50	71,260	76,960	82,661	89,787	96,913
11	1.55	73,636	79,526	85,416	92,780	100,143
12	1.60	76,010	82,092	88,172	95,773	103,375
13	1.65	78,386	84,656	90,928	98,766	106,605
14	1.70		87,222	93,682	101,759	109,835
15	1.75		89,787	96,438	104,751	113,066
16	1.80			99,194	107,744	116,296
17	1.85				110,737	119,526
18	1.90					122,757
19	1.95					125,987
20	2.00					129,217

F 2 RANGES

F 2.1 DEFINITION OF RANGES

Range A: (Index = 1.00 Maximum Experience Factor 13) Placement in this range shall require a minimum of a master's degree in the teaching or related field, or the equivalent.

Range B: (Index = 1.08 Maximum Experience Factor 15) Placement in this range shall require a minimum of a master's degree plus 20 semester hours of approved graduate work in the respective teaching or related field, or the equivalent as defined in F3 CRITERIA FOR MOVEMENT.

Range C: (Index = 1.16 Maximum Experience Factor 16) Placement in this range shall require a minimum of a master's degree plus 40 semester hours of approved graduate work in the teaching or related field, or the equivalent as defined in F3 CRITERIA FOR MOVEMENT.

Range D: (Index = 1.26 Maximum Experience Factor 17) Placement in this range shall be automatic through one of the following three methods:

1. upon confirmation of the Ph.D in the discipline, or Ed.D. or other doctorate judged by the appropriate Administrator to be relevant to the Faculty Member's current teaching assignment;
2. upon satisfactory completion of a total of 60 prescribed semester hours of credit beyond the master's equivalence and the filing of a Personal Education Plan;
3. upon satisfactory completion of 75 previously approved semester hours of credit beyond the master's equivalence, not necessarily acquired under a Personal Education Plan.

Range E: (Index = 1.36 Maximum Experience Factor 20) Movement from Range D to E shall require the recommendation of the appropriate Administrators and approval of the President. A Faculty Member will be eligible for movement to Range E seven years after earning placement on Range D. Movement from Range D to E may be accomplished by satisfying either I or II immediately below.

- I. Earning a doctorate degree from a college, university or professional school accredited by one of the five regional accrediting agencies. This doctorate must be judged by the appropriate Administrator to be relevant to the Faculty Member's current teaching assignment.
- II. Completing 36 semester hours of credit earned after the filing of a Personal Education Plan developed in consultation with the appropriate Administrator. These hours must be earned after the individual's placement on Range D.

F 2.2 E-RANGE REQUIREMENTS

F 2.2.a FACULTY ADMINISTRATOR COMMITTEE ON E-RANGE (FACE) – PROMOTION REVIEW & RECOMMENDATION

The College and CODFA agree to participate in a Faculty Administrator Committee on E-Range (FACE) whose purpose is to review the written applications for promotion from Range D to E and develop a recommendation for the President. This committee will be made up of three Faculty Members selected by CODFA the Vice-President Academic Affairs and two other academic Deans. The committee will evaluate the application against the promotion criteria and come to consensus as to the promotion recommendation. Recommendations for promotions will be forwarded to the President for approval and recommendation to the Board. Should the President not approve a promotion recommendation, the President will meet with FACE to explain his/her rationale. Copies of FACE findings will be maintained in the Academic Affairs Office and by the Chair of Welfare.

The Committee will meet initially to develop exceptional contribution promotion criteria/guidelines for recommendation to the Executive Vice-President and the Vice-President Academic Affairs within six

months of ratification of this Agreement. The guidelines will be reviewed by the Committee on an annual basis thereafter.

Committee member terms will normally be three-years in duration, but to ensure continuity of practice, the first time the committee is called two members will have two year terms, two will have three-year terms, and two will have four year terms. The committee will elect its chair annually, alternating between an Administrator and a Faculty Member.

F 2.2.b E-RANGE MATRIX

The Committee may include, but is not limited to the following in the development of promotion criteria.

- a. **Constituent Satisfaction:** A Faculty Member's constituents vary by area but all include students. Library Faculty Member's constituents also include the Faculty of the subdivisions and programs to which they are assigned, as well as community groups.

	Activity	Support/Evidence
CS 1	"Agree" or "Strongly Agree" on student evaluations per term. Includes each class evaluated in a term.	Copy of evaluations for the term
CS 2	(Library Faculty) "Faculty Evaluation Survey for Library Reference Faculty" "Very good", or "excellent" on items in Evaluation Survey	Copy of survey
CS 3	(Counseling Faculty) "Agree" or "Strongly Agree" on items in Evaluation form	Copy of evaluation
CS 4	ICCTA Faculty of the Year	Student nomination(s) and completed application

- b. **Significant Program Development:** The Faculty Member will have been actively involved in developing curriculum/services/alternative methods of delivery of instruction at the College.

	Activity	Support/Evidence
PD 1	Develop new Program or certificate	Verification from CCC
PD 2	Negotiate articulation agreement (like a 2+2) <i>Note: The Faculty Member may choose whether each agreement may be used for either section b. or c., but the same agreement cannot be used for both.</i>	Copy of agreement
PD 3	(Library Faculty) Develop new or update existing web-based and/or paper research guides or class assignment guides for subdivision students in credit classes	Copy of materials
PD 4	Authoring a creative work that is published, or having work accepted at a juried exhibition. Author or co-author a published textbook in Faculty Member's discipline.	Copy of the publication (excluding self-publishing, vanity press publication, or published only on a website)
PD 5	Publishing an electronic source or site for academic purposes	URL or hardcopy of the site

	Activity	Support/Evidence
PD 6	Presentation at a professional conference or presentation for public or community group. Membership of committee which evaluates proposals for professional conference presentations.	Conference schedule listing the presentation and a copy of the presentation
PD 7	Leading the planning and staging of a conference, speaker, event	Conference schedule for the event
PD 8	Publishing traditional academic research (peer-reviewed)	Copy of the publication
PD 9	Development and implementation of a College-Wide awareness campaign (i.e. Depression Screening Day, Disabilities Awareness Week)	Copy of all promotional material examples along with attendance summaries
PD 10	Leading development of a grant proposal	Copy of the proposal
PD 11	Leading or Principal Investigator, or Project Director for Grant	Appointment letter
PD 12	Faculty Member leading the development of student research activities through partnerships with other schools or groups outside the college.	Copy of materials; documentation from partner
PD 13	Service on board or in significant office in a professional association or advisory board for other institutions	Minutes of meetings; publications indicating office held
PD 14	Reviewing/editing a new textbook for a publisher in your academic area	Copy of review submitted to publisher
PD 15	Serving on panels or juries for academic journals, artistic compositions, or exhibitions; Panels for peer reviewed publications or editorial boards.	Appointment letter

- c.1. **Academic Advising:** The Faculty Member will have shown above average diligence in assuming his/her role as an academic advisor and/or as a person involved in student activities.

	Activity	Support/Evidence
AA -1	Leading the development and implementation of a College-wide event (e.g. Majors Fair)	Copy of all promotional material examples along with attendance summaries
AA-2	Student club or honor society advisor for one year (must meet at least 4 times per year)	Documentation from Student Activities
AA-3	Faculty Advisor of year	

- c.2. **Assisting Students in Achievement of Academic Goals**

- d. **Institutional Governance:** The Faculty Member shall have demonstrated concern for the College community by service on committees or task forces, and/or by active work on special projects concerned with the academic and/or support services of the institution.

	Activity	Support/evidence
IG-1	Chairing a committee for an academic year (committee must have met at least four times)	Committee minutes with dates, times, and attendance
IG -2	Satisfactory service on an IAI panel for an academic year	Meeting minutes with dates, times, and attendance

F 2.2.c APPLICATION FOR D TO E

Written application for change from Range D to E demonstrating completion of the E-Range Plan shall be completed by April 15th of the academic year preceding the change. The Dean/appropriate Administrator shall provide the Faculty Member a written response to the application by June 1st of the application year.

F 2.2.d TRANSITION PERIOD

At the ratification of this Contractual Agreement, Faculty Members who already have an approved Record of Agreement for movement to E-Range may choose to continue the process under the provisions of the Contractual Agreement, 2007- 2011, or choose the E-Range process under the provisions of the current Contractual Agreement. For a period of two (2) months after the ratification of this Contractual Agreement Faculty Members may choose to begin and pursue the E-Range process under the provisions of the Contractual Agreement, 2007-2011 and must complete the process within one (1) year. After the completion of this two (2) month transition period, all Faculty Members who desire to begin to move from D to E must use the new E-Range promotion process to be developed per Section F2.2a.

F 3 CRITERIA FOR MOVEMENT

Movement from one range to another shall be dependent upon successful attainment of the required number of graduate hours or successful completion of directly related work experience, or the equivalent. Graduate credit hours applicable to range change from outside institutions must be from colleges, universities or professional schools accredited by one of the five regional accrediting agencies.

A. Course Work Options

Faculty Members shall file "Prior Approval" forms to apply additional credit towards changes in Ranges. Applicable course work must be judged by the appropriate Administrator to be of recognized quality and to be relevant to each Faculty Member's current assignment. Courses will be graduate courses, except for undergraduate courses deemed relevant to the Faculty member's assignment by the appropriate Administrator. No credit can be earned for experiences which involve reassigned time (except for Faculty Members on Sabbatical Leave or One Semester Non-teaching Assignment) from normal teaching, office hours, and/or contractual responsibilities or involve remuneration from the College other than reimbursement for tuition and/or fees.

B. Denial of Salary Movement

Salary changes caused by changes in base, movement on experience factor, and range change as specified in this Agreement will be awarded when a Faculty Member has completed the requirements except when the Faculty Member fails to achieve a year of satisfactory service.

Faculty being denied movement on the Experience Factors due to failure to achieve a year of satisfactory service must be notified in writing by February 28th. Such notification must reference specific reasons for the denial and the corrective actions which the Faculty Member should take to satisfactorily complete service requirements.

No movement in Experience Factor placement shall be granted if the Faculty Member has been employed less than one-half of an appointment year.

C. **Documentation and Application Deadlines**

The deadline for completing documentation of earned credits for application to the current year's appointment is May 15th of the appointment year.

D. **Additional Compensation for Outstanding Service**

Upon recommendation of the President, the Board may approve additional compensation to Faculty who have given outstanding service to the College.

F 4 EXPERIENCE FACTOR

Each Faculty Member completing a year of satisfactory service and not otherwise prevented by conditions of this Contractual Agreement shall receive a one (1) year advance in the Faculty Member's "experience factor" through the final fiscal year of this Contractual Agreement.

F 5 RANGE CHANGE

Each Faculty Member meeting the criteria as set by this Contractual Agreement shall be granted the appropriate range change in placement on the salary schedule through the final fiscal year of this Contractual Agreement.

F 6 SUMMER ASSIGNMENTS

Full-time Faculty shall be given first consideration for summer assignment. The Dean/Associate or Assistant Dean retains full authority to make or withhold the summer assignment. A denied Faculty Member will be given, upon request, the reason for refusal and a method for appeal. The appeal will be limited to the Dean and Vice-President for Academic Affairs.

Full-time Faculty shall request summer assignment on the summer Assignment Information Form and shall submit the form to the appropriate Dean by January 7.

No full-time Faculty will be entitled to first consideration in a teaching assignment in the summer which is substantially different from the Faculty Member's two-semester or nine-month appointment.

F 6.1 TWO-SEMESTER FACULTY

Faculty assigned up to thirty percent (30%) of an academic year's contractual load, with 56 scheduled office hours will be compensated as follows:

Summer 2012: 23% previous academic year's base salary

Loads less than thirty percent (30%) of an academic year's full load will require the office hour total (based on a total of 56) and compensation to be reduced on a pro rata basis. Loads in excess of thirty percent (30%) of an academic year's contractual load will be compensated at the overload rate.

Summer 2013 and thereafter: two (2) times the overload pay rate

Loads less than thirty percent (30%) of an academic year's full load will require the office hour total (based on a total of 56) to be reduced on a pro rata basis. Loads in excess of thirty percent (30%) of an academic year's contractual load will be compensated at the overload rate.

The maximum summer load is 50% of an academic year's contractual load.

Due to the limited number of College course offerings in the summer, full-time Faculty may have to teach outside the seven-hour day and at any location in the district where the College offers classes.

No individual Faculty Member will be assigned more than a four (4) day work week in any Summer Session without his/her written permission. This includes Faculty who teach a full year sequence of courses offered during the Summer Session, e.g. the General Chemistry sequence, etc. Faculty load may be distributed over four (4) or fewer days through mutual agreement between the Faculty Member and his/her appropriate Administrator.

At least seventy-five percent (75%) of course offerings (classes) in which students receive three (3) or more semester hours of credit will be scheduled over two (2), three (3), or four (4) days during the Summer Session.

F 6.2 STIPEND FOR OARS ADVISING

During the Summer Term, a two-semester Faculty Member may volunteer to participate in OARS (or any future advising program). If the assignment is approved by the appropriate Administrator, the Faculty Member will be paid a stipend which will not count toward full-time load or overload. The stipend will be 1.2% of Step 1, Range A for every 16 clock hours the Faculty Member is assigned to OARS. Any required OARS training is included in these clock hours.

F 6.3 NINE-MONTH FACULTY

Faculty with full time assignments in Academic Year 2012 assigned up to three hundred twenty-eight (328) work hours will be compensated as follows:

Summer 2012: 23% previous academic year's base salary

Summer 2013 and thereafter: two (2) times the overload pay rate

Compensation for loads less than three hundred twenty eight (328) hours will be reduced on a pro rata basis. Loads in excess of three hundred twenty-eight (328) hours will be compensated at the overload rate. The maximum summer load is five hundred forty-six (546) hours including load and overload.

F 7 OVERLOAD ASSIGNMENT

The Division Dean is responsible for assigning Faculty Members as necessary to meet the instructional need of the Division. Full-time Faculty may voluntarily be assigned with their consent an additional assignment averaging up to 50% of a regular assignment per semester.

Overload assignments for the academic year will not exceed 50% of an academic year's contractual load unless written prior authorization is obtained from the appropriate Vice President or designee. The maximum overload assignment in any semester will not exceed sixty percent (60%) of the contractual load.

Overload assignments for Faculty Members must be assigned outside of a normal seven consecutive hour assignment period unless this limitation is waived with the approval of the Dean and the appropriate Vice President.

Two-semester Faculty Members with an overload will be paid at the highest adjunct faculty pay rate as specified in the College of DuPage Adjunct Faculty Association Agreement.

Nine-month Faculty with an overload to perform the same type of duties as their regular academic year assignment will receive an hourly rate calculated from the Two Semester Faculty overload pay rate.

Overload Faculty assignments for the regular two-semester/nine-month appointment period for full-time Faculty are calculated on a two-semester academic year basis.

The maximum summer overload is 50% of an academic year's contractual load for Two-semester Faculty. See Section F 6, SUMMER ASSIGNMENTS. The maximum summer overload for Nine-month Faculty is also found in Section F 6.

Summer load assignments for Faculty will not exceed 50% of an academic year's contractual load unless written prior authorization is obtained from the appropriate Vice President or designee.

Faculty Members with a summer overload assignment will receive the same overload rate that was in effect during the preceding academic year.

F 8 NON-REMUNERATED TEACHING

No Faculty Member shall be required, without the Faculty Member's consent, to teach more contact hours than those for which they are paid per the "Assignment Schedule."

F 9 PAYMENT FOR FACULTY EVALUATION OF DEMONSTRATED COMPETENCE

A Faculty Member will be reimbursed at a rate based on the following:

Type One (Proficiency):

If the level of proficiency is determined based on the presentation of a license, certificate, or simple document, or if the proficiency is based on a standard proficiency exam administered in the testing office, or a final exam for a specific course administered by the instructor, compensation will be based on 0.05% of Step 1, Range A of the current Faculty Salary Schedule.

Type Two (Demonstrated Competence):

If an evaluation of the level of demonstrated competence requires preparation beyond Type One, such as an interview with the instructor and test administration outside the testing office due to specialized evaluation methods (e.g., lab environment), compensation will be based on 0.15% of Step 1, Range A of the current Faculty Salary Schedule.

F 10 PAYMENT FOR COOPERATIVE EDUCATION, INTERNSHIP AND SUPERVISION OF INDEPENDENT STUDIES

A Faculty Member will be compensated for Cooperative Education, Internship and Independent Study based on 0.131% of Step 1, Range A of the current Faculty Salary Schedule multiplied by the number of credit hours supervised.

The payment applies only to credit hours which are not a part of the Faculty Member's regularly assigned load/overload. Independent studies can include 1840s (individual students only), 1820s, 1822s, 1823s, 1824s and regular courses separately listed by division Administrators upon agreement with the Faculty Member to provide a student with a course. A Faculty Member may be paid for up to thirty (30) semester credit hours in any academic year; any exception to this guideline must be approved by the Division Dean.

The Faculty Member will be entitled to full payment if the student registers and subsequently withdraws provided the withdrawal is after the tuition refund period.

F 11 EMERGING TECHNOLOGIES AND ALTERNATIVE DELIVERY FORMATS STUDY AND ADVISORY COMMITTEE

The Association agrees to participate on a committee composed of three (3) Faculty Members and three (3) Administrators. The committee is charged with reviewing practices related to preparation, performance, working conditions, and load calculation with respect to emerging technologies and alternative delivery formats based upon a written request for review from the Vice President of Academic

Affairs or by a vote of the Faculty Senate. The committee makes recommendations in the spirit of the Contractual Agreement as changes impact teaching and learning at the College.

The Emerging Technologies Committee continually reviews the impact of emerging technologies and alternative delivery formats on the teaching and learning environment at the College. This review seeks to maintain a progressive, integrative approach to incorporating these emerging technologies and alternative delivery formats into the College curriculum. Any contractual changes are subject to approval by the Association and the College.

Any changes recommended by the Emerging Technologies Committee must be put to a Faculty vote within a semester of completion. After recommended changes that affect working conditions or compensation have been approved by Faculty Association vote and by the Board of Trustees, they will be implemented and documented in a letter of agreement between the Faculty Association and the Board. This letter of agreement will become part of the then current Contractual Agreement.

F 12 CENTER FOR INDEPENDENT LEARNING (C.I.L.) / ONLINE COURSE REVISION CONVERSION COMPENSATION

Course conversion to the on-line format will be compensated as a stipend at a rate of two thousand dollars (\$2,000) per course. Ongoing revision of courses is an expectation of all faculty members (see D.6 DUTIES OF FACULTY MEMBERS). Major revisions of shared courses may be compensated as a stipend at a rate of one thousand dollars (\$1,000) if the stipend is recommended by the Associate Dean and approved by the Dean. Compensation for major revisions should be approved in advance and will be considered if the revisions require major changes in the teaching materials, tests/assignments, etc.

G INSURANCE

G 1.1 MEDICAL/DENTAL/VISION INSURANCE

The benefits within the Medical/Dental/Vision plan shall be those described in the current Comprehensive Group Benefit Plan except as modified by changes accepted by both parties. See Section G 3, INSURANCE COMMITTEE, in this Contractual Agreement. The Board agrees to modify the Comprehensive Group Benefits Plan booklet to reflect the changes.

Insurance coverage shall extend through summer to the first day of Fall Semester for all Faculty Members and their dependents (to include domestic partners) covered by this Contractual Agreement during the preceding Spring Semester.

A Medical/Dental/Vision insurance plan will be provided for Faculty and their eligible dependents with a Faculty Member contribution of twenty percent (20%) of the actual premiums for the plans and options chosen by the Faculty Member (effective upon ratification of this Agreement). Prior to the beginning of each insurance plan year, the Board will make available to the Faculty Association the premium calculations and supporting documentation used in determining member contributions in each respective year.

The PPO Premier Plan will only be available to unit members who have elected this medical plan prior to January 1, 2013.

Should the insurance premiums for any of the health insurance plans offered by the College increase by more than ten percent (10%) over the prior year, the Insurance Advisory Committee will meet to discuss potential plan design change recommendations to reduce the premium. If the Insurance Advisory Committee chooses to recommend changes, they must be approved by a majority vote of the Insurance Advisory Committee which will then be forwarded to the Faculty Senate for review. If the Faculty Senate does not agree with recommended changes, they may offer an alternative recommendation within ten

(10) calendar days for the Insurance Advisory Committee to review and consider. If the Insurance Advisory Committee and Faculty Senate agree on a final recommendation, it will be forwarded to the President for submission to the Board for approval. This recommendation must be submitted to the President in time for Board approval to occur at least thirty (30) days prior to the Open Benefit Enrollment period.

Should the insurance premiums for any of the health insurance plans offered by the College increase by more than fifteen percent (15%) over the prior year, the Insurance Advisory Committee must meet and develop plan design change recommendations necessary to reduce the premium increase to no more than fifteen percent (15%). Recommended changes must be approved by a majority vote of the Insurance Advisory Committee which will then be forwarded to the Faculty Senate for review. If the Faculty Senate does not agree with the recommended changes, they must offer an alternative recommendation to reduce the premium increase to no more than fifteen percent (15%) within ten (10) calendar days. Should the Insurance Advisory Committee and the Faculty Senate not reach agreement on a recommendation, both the Faculty Senate recommendation and the Insurance Advisory Committee recommendation are forwarded to a Committee of five (5) comprised of one FOP member, one Operating Engineer, one Classified Staff member, one Administrator and one CODFA member. Based on a simple majority vote, this committee will select one of these recommendations to be forwarded to the President for submission for Board approval. Should the Committee of five (5) not select the Faculty Senate recommendation, the Faculty Senate has five (5) working days to work with the Insurance Advisory Committee to develop a mutually agreeable recommendation. If they cannot agree on a recommendation, the original selection of the Committee of five (5) is binding and will be submitted to the President in time for Board approval to occur at least thirty (30) days prior to the Open Benefit Enrollment period.

The College reserves the option to implement the three level premium structure (Employee only, Employee+one dependent and Employee+more than one dependent) in conjunction with an open enrollment period during the term of this Agreement. The College reserves the right to re-negotiate Health Insurance coverage if the implementation of Health Care Reform results in additional premium costs.

It is understood by all parties that those premiums paid by the Faculty Member for the Faculty Member's Medical/Dental/Vision insurance may be sheltered in a Section 125 plan.

G 1.2 MEDICAL/DENTAL/VISION COVERAGE ON HEALTH LEAVE

A Faculty Member's and dependents' health insurance coverage (Medical/Dental/Vision) will continue during the period of compensated health leave and periods of uncompensated leave, pursuant to the Family Medical Leave Act. For Faculty Members with more than three (3) years of consecutive service and following utilization of compensated Health Leave, the Faculty Member and dependents shall have the option of participating in the College's health insurance coverage at unit cost, to be paid for by the Faculty Member, for a period of one (1) year. Faculty Members with three (3) or less years of consecutive service and following utilization of compensated Health Leave, the Faculty Member and dependents shall have the option of participating in the College's health insurance coverage at unit cost, to be paid for by the Faculty Member, for a period of three (3) months after the compensated health leave. Following these periods, the Faculty Member is assured the right of conversion to another insurance plan. These coverage periods following utilization of health leave include COBRA conversion periods where applicable.

Faculty Members on non-compensated health leave shall not be eligible for the above health insurance coverage if:

1. They are eligible for Medicare coverage.
2. They have returned to full-time employment.

3. They have become eligible for substantially equivalent health insurance coverage at an equivalent or lesser cost and have been given sixty (60) days written notice by the College of insurance termination.

Increases in the "Excessive Medical Cost Coverage" insurance premiums resulting from the specific extension of the College's health insurance plan to Faculty Members on non-compensated health leave will be paid by the College up to a maximum of \$5,000 per year. During the term of this Contractual Agreement all premium costs so explicitly due to the extension of benefits to Faculty on non-compensated health leave in excess of \$5,000 will be equally shared by the College and the Association.

G 2 MEDICAL/DENTAL/VISION APPEALS

A Faculty Member has the option to file a physician's statement for preauthorization of insurance payments for medical treatments.

A procedure for appeal of decisions concerning "Reasonable and Customary Charges" and the scope of insurance coverage has been agreed to by the College and Association and shall appear in the Faculty Guidebook. This procedure is subject to change only by mutual consent of the Association and the College.

G 3 INSURANCE COMMITTEE

The Association agrees to participate in a committee composed of three (3) Faculty Members, two (2) Administrators, one (1) Managerial Staff member, three (3) Classified employees, and one (1) representative from any additional recognized collective bargaining unit at College of DuPage. The committee will meet periodically and will be charged with reviewing and recommending alterations in insurance coverage, including but not limited to:

- A. The comparability of costs and benefits between various plan offerings.
- B. Methods of sharing in participation and limiting cost increases in health benefit costs for the College including but not limited to cost saving alternatives in coverage and cost sharing alternatives such as employee participation, increased deductibles, and loss limits, issues of extended coverage for disabled Faculty Members.

It is agreed that:

- the goal of this action is to maintain a committee to continually review the College's insurance coverage including Medical, Dental, Vision and all other employee benefit insurance;
- any alterations in coverage shall be agreed upon by the Association and College;
- the goal is to achieve high quality and affordable health insurance coverage;
- the goal is to share in cost management and financial participation in increased costs;
- health insurance plan benefits changes agreed upon by the Association and College will be effective at the beginning of the next insurance plan year or any subsequent insurance plan year following the agreement.

G 4 VISION PLAN

A vision insurance plan will be provided for Faculty Members and for eligible dependents of Faculty Members. Faculty Members' contributions shall be made in accordance with Section G 1.1, MEDICAL/DENTAL/VISION INSURANCE, of this Contractual Agreement provided that the dependents are participating in the College's Health and Dental plan. The benefits within this plan shall be those described in the vision plan document.

G 5 TERM LIFE INSURANCE

Coverage to each Faculty Member in the amount of \$50,000 shall be paid for by the College. In addition Faculty may elect optional coverage up to an additional \$500,000 at the carrier's actuarial cost by age category subject to approval by the insurance carrier. No Faculty Member shall be refused coverage up to the Faculty Member's present limit of coverage.

G 6 WELLNESS INCENTIVE

A Wellness Incentive is granted in exchange for the Faculty Member's participation in certain wellness activities. A spouse or domestic partner covered by the college health insurance is also eligible for the Wellness Incentive. This incentive is a reduction of ten dollars (\$10.00) in the Faculty Member's insurance contribution per pay period, up to a maximum of twenty-four (24) reductions each fiscal year. An additional ten dollar (\$10.00) reduction per pay period can be earned by a covered spouse/domestic partner. The Wellness Incentive is earned in one fiscal year and used in the following fiscal year. Wellness Incentive must be used in the fiscal year following the fiscal year that it was earned. There is no carry over of a Wellness Incentive into another fiscal year.

For receipt of the Wellness Incentive, Faculty Members must:

- A. Complete the Annual Health Power Profile (Health Risk Assessment). The Health Power Profile is offered each year in February during Wellness Fair. The annual Health Power Profile will be provided at no cost to participating employees.
- B. In addition to the Annual Health Power Profile, each Faculty Member must complete any three of the following items in the same fiscal year as the Health Power Profile.

- 1. Minimum of one activity class at COD or equivalent. Accepted activity classes include:
 - a. any PE activity class
 - b. TLC Aerobic Fitness Lab class
 - c. Proof of current health club membership.

Other activity equivalents are handled on an individual basis.

Two different activities in this category may be used towards satisfaction of the three required in addition to the Health Power Profile.

- 2. TLC class offering (or TLC Self-study class) taken voluntarily by the Faculty Member and not used for any other benefit under this agreement.
- 3. Supervised Weight Loss program participation for a minimum of 10 weeks.
- 4. Show usage of the Healthwise Handbook. Completion of the "Getting Healthwise" form with a description of how the book has benefited the Faculty Member and/or the Faculty Member's family over the past year.
- 5. Central DuPage Business Health physical exam. The physical exam is available every three-years through the preferred provider, Central DuPage Business Health. Similar physical exams from other providers may be accepted on an individual basis.

The same requirements, as listed above, must be fulfilled by the Faculty Member's spouse/domestic partner in order to earn the Wellness Incentive. It is recognized, however, that some activities (e.g. TLC courses) may be limited to employees only.

The Wellness Coordinator may add additional options to those listed above at any time.

G 7 LIABILITY INSURANCE

Liability insurance for Faculty in accordance with the provision for indemnity insurance outlined in the Illinois Compiled Statutes, 110 ILCS 805/3-29 will be provided and fully paid by the Community College District.

H RETIREMENT

H 1 BASIC RETIREMENT

A. Eligibility

An eligible retiree is one who:

1. has completed at least ten (10) years of consecutive full-time service with District 502.
2. meets the minimum requirements to receive a SURS retirement annuity as of the date of retirement. Faculty members should contact SURS directly to review their eligibility for retirement benefits as part of the retirement planning process.
3. submits written notice of intention to retire to the Board of Trustees of District 502, through the President of College of DuPage. Notice must be given no less than six (6) months prior to the retirement date.
4. Faculty on Two-semester appointments must retire between academic terms.

The parties agree to the following with respect to the provisions of Section H:

- “Years” in Section H refers to an academic year.
- An academic year refers to the regular two-semester academic term and, for only Section H of this Contractual Agreement, includes the following Summer Term.

B. Benefits Accorded Those Meeting Eligibility for Faculty Retirement

1. Medical Coverage

- a. Eligible retirees may choose to enroll for the benefits available under the College Insurance Program (CIP) provided by the State of Illinois.
- b. College of DuPage will provide annual reimbursement for one retiree health insurance plan to eligible retirees upon evidence of proof of payment. Reimbursement is limited to the lesser of actual premiums paid, the cost of the state offered CIP, or \$2200 per year if under age 65, \$1,200 per year if over age 65.

2. Life Insurance

The College of DuPage will provide and pay for \$10,000.00 term life insurance coverage for eligible retirees for a period of five (5) years following retirement.

H 2 TAX SHELTERED INCOME PLANS

The Community College District will provide for each Faculty Member the option to elect up to two tax sheltered income plans at one time. The full cost of such plans will be borne by the Faculty Member.

H 3 ACCUMULATED HEALTH LEAVE

Upon submission of a letter of retirement (up to 42 months prior to actual retirement) a Faculty Member will be allowed to reclaim all unused health leave lost due to the health leave cap. See Section I 2, LEAVES: HEALTH, in this Contractual Agreement. The total unused health leave days will be reported to SURS for retirement annuity purposes.

I LEAVES

I.1 LEAVES: PERSONAL REASONS

Time off for personal reasons will normally be granted for emergencies or for the purpose of conducting business of a personal nature which cannot be scheduled outside the normal workday. A Faculty Member may receive for justifiable reasons up to five (5) days of personal leave with pay per fiscal year.

Faculty Members suffering a death in their immediate family may receive up to three (3) Bereavement days leave with pay per incident in addition to their personal leave allotment. Bereavement leave is not restricted by I.1.G below. For exceptional circumstance, section I.1.E may be utilized.

For the purposes of this and all sections of this Contractual Agreement, the immediate family includes:

Days Allowed		Days Allowed	
Child	3	Mother-in-law	1
Spouse	3	Father-in-law	1
Mother	3	Brother-in-law	1
Father	3	Sister-in-law	1
Sister	3	Stepparent	1
Brother	3	Grandparent	1
Stepchild	3		

Faculty wishing to be excused for personal days must submit a Leave Reporting form, 48 hours in advance, (except in emergency) certifying that the reason for the day(s) is of a personal nature (as described in I.1.A) and that the Faculty Member could not conduct this action outside of normal working hours. Two of the days may be by notification and the remaining days by prior approval.

- A. For the purpose of this and all sections of this Contractual Agreement, Personal Leave includes: Legal, observance of religious holidays, medical and dental appointments, emergency family business, and funeral (not covered by bereavement leave).
- B. Phone calls or verbal messages may be accepted for emergencies, such as illness or death in the immediate family.
- C. A copy of the Leave Reporting form stating the reason for the leave will be forwarded to the Payroll Office after the Administrator has notified the Faculty Member of the Administrator's decision.
- D. Leave will be subtracted from accumulated health leave.
- E. In cases where the five personal days have been utilized and there still remain health leave days, the College President may grant to a Faculty Member additional personal days deducted from health leave days in cases of extraordinary or emergency circumstances.
- F. July 1 shall constitute the date from which personal days shall be computed.
- G. Personal leave days may not be taken immediately preceding or following a vacation period, which shall include mid-week holidays or weekends annexed to holidays, or the first five (5) working days of each semester, unless the Faculty Member receives permission from the College President or designee due to the existence of extraordinary or emergency circumstances.
- H. Personal leave without prior approval may not be taken during the last week of any semester.
- I. In addition to the ability to use Personal Leave for the observance of religious holidays as described in paragraph A above, a Faculty Member may be granted up to two (2) paid days off per academic year for religious holidays. The appropriate Administrator may grant one day off per religious holiday up to the maximum of two (2) per academic year if the Faculty Member agrees to makeup the equivalent hours.

I 2 LEAVES: HEALTH

A Faculty Member shall be entitled to twenty (20) workdays of health leave with full remuneration per appointment year. Compensated health leave pay shall be at the Faculty Member's normal rate of compensation.

Unused health leave days may accumulate to a maximum of 300 days entitlement in addition to the twenty (20) days entitlement for the current year. Upon submission of a letter of retirement (as per Section H, RETIREMENT) a Faculty Member will reclaim all unused health leave lost due to the 300 day cap. The total unused health leave days will be reported to SURS for retirement annuity purposes.

The Association and College will continue the agreed upon Health Leave Bank for Faculty and other employees who have exhausted all their paid health leave.

In cases where there is no remaining health leave or personal days, a Faculty Member may request special consideration from the appropriate Senior Management Team (SMT) Member through the Dean. The SMT Member may approve forward borrowing into the next fiscal year's health leave and personal leave allotment for the benefit of the Faculty Member based upon evaluation of the accompanying rationale and after consultation with the Vice President of Human Resources or designee.

A Faculty Member denied approval of forward borrowing may request a review by the next level of supervision.

The forward borrowing procedure is separate and in addition to relief available pursuant to current Board Policy.

During Fall and Spring Semesters, two-semester Faculty health leave will be calculated on the basis that if one-half of the assignment including classes and office hours is missed, a full day (eight (8) hours) will be deducted from health leave. If less than one half of the assignment is missed, then one-half day (four (4) hours) will be deducted. In no case will less than one-half day (four (4) hours) be deducted.

Faculty employed in the summer are entitled to use their existing accumulated health leave days over the Summer Term at the summer rate of pay. In the case of two-semester and nine-month Faculty Members, all use of days which do not fall during the normal two-semester or nine-month assignment period are compensated at the summer pay rate.

The number of sick days deducted for a one day absence during the Summer Term will be as follows:

- Seven (7) or more week course: one (1) sick leave day deducted for each day absent
- Six (6) or fewer week course: two (2) sick leave days deducted for each day absent.
- Faculty simultaneously teaching courses of different duration will be charged the greater sick leave of the options above.

If less than one-half of the assignment is missed, then one-half of the amount above will be deducted.

Nine-month Faculty (denoted in Section A 1, RECOGNITION, TITLES, AND FACULTY RANK of this Contractual Agreement) health leave hours will be considered as actual hours taken or used.

A leave for health shall be defined as time off (paid or unpaid) when a physician's or other College approved health care practitioner's statement would indicate a Faculty Member is physically or mentally unable to work. Such health leave shall be for the duration of eligibility as defined in subsequent paragraphs.

Health leave shall include medical complications associated with pregnancy for the period the pregnant Faculty Member is medically unable to work, including pregnancies in which medical complications arise. At the option of the Faculty Member, non-compensated parental leave may be requested in lieu of health leave.

A physician's or other College approved health care practitioner's statement of illness for periods of five (5) or fewer days may be requested during the period of illness for any Faculty Member by the Vice President of Human Resources or designee. Under this circumstance the College will pay the cost of such a visit if made to a College approved physician.

A physician's or other College approved health care practitioner's statement of illness and ability to return to work is required at the time of returning or earlier for periods in excess of five (5) working days, otherwise, health leave benefits for the absence may be suspended.

No health leaves will be paid while receiving Workers' Compensation payments.

Implementation of accumulated health leave for all new Faculty Members will be their effective date of employment and prorated to July 1.

The following rights of reappointment do not apply to those who have been terminated, resigned, or retired.

During the period of health leave, the College assures the reappointment of Faculty Members with tenure for up to three (3) appointment years including the appointment year in which the Faculty Member commences health leave or the end of the appointment year in which the health leave expires, whichever is greater. Notification of intention to return must be given prior to January 15 of the final appointment year.

During the period of health leave, the College assures the reappointment of non-tenured Faculty Members to the end of the appointment year in which their health leave expires.

Tenured and non-tenured Faculty may apply for extensions of these health leaves which may be granted with Board approval.

Service credit will continue to accrue for up to one year towards the salary schedule and seniority during a leave for health, not including time off for a Worker's Compensation injury.

When a Faculty Member works a partial year due to a Worker's Compensation illness or injury, the regular annual salary shall be prorated by any number of days actually worked according to the portion of workload performed in that year.

Vacation entitlement for nine-month Faculty Members will accrue while the benefited Faculty Member is on health leave. Any other paid time off will not accrue for absences due to health leave that exceed three months.

A benefited Faculty Member who is disabled and not expected to return to work at the College, as determined by the Faculty Member's physician and by the College physician, must utilize all earned health leave days on a consecutive basis before SURS disability commences.

I 3 LEAVES: JURY DUTY

Faculty will receive time off for jury duty. Notice of leave shall be given at least one week prior to the expected absence. Regular Faculty Member pay will continue during the period of jury duty. Upon receipt of jury pay, the Faculty Member should cash the check, keep the travel allowance granted and forward to the business office a personal check for the balance along with the check stub confirming jury dates and pay. There shall be no penalty for jury duty in terms of other leave policies.

I 4 LEAVES: WITNESS DUTY

Faculty shall be granted up to two day's leave with pay for witness duty when they are subpoenaed to serve as witnesses in judicial proceedings. In the event that witness duty extends beyond two days, additional leave without pay shall be granted for the duration of the testimony. The subpoena notice shall be presented to the Administrator within a reasonable time prior to leave, and the Administrator shall be kept informed as to the possible length of such leave.

Service credit shall continue to accrue toward the salary schedule and seniority during a leave for witness duty; health leave, personal leave, and vacation entitlement will not be affected by such leave.

I 5 LEAVES: MILITARY SERVICE

Faculty will be granted leave without remuneration for military duty.

I 6 LEAVES: PHYSICAL EXAMINATION FOR MILITARY DUTY

Faculty will be granted a one-day leave with pay for physical examination for military duty.

I 7 LEAVES: RESERVE UNITS

Should a Faculty Member be summoned to duty as a member of an Armed Forces Reserve Unit, a leave will be granted. The Faculty Member's rights of tenure and of employment will be unaffected and service credit will accrue towards placement on the salary schedule and seniority. Additionally, leave for health, personal days and vacation entitlement will not be affected.

The Faculty Member shall be reimbursed the difference between the military remuneration and the remuneration currently received at the College for a period not to exceed ten (10) working days.

I 8 LEAVES: PARENTAL LEAVE

Absence for parental leave, not to exceed one year, may be approved by the Board without remuneration, as long as the period requested is not deleterious to the program of the College.

I 9 LEAVES: SABBATICAL AND ONE SEMESTER NON-TEACHING ASSIGNMENT

The purpose of the sabbatical is to improve the quality of the faculty member's services so that the faculty member, the College and our students benefit from the faculty member's leave experience.

Selection Procedure:

The Faculty Professional Leave committee will be comprised of eight (8) members; the Vice-President Academic Affairs and three (3) other Administrators appointed by the President or designee and four (4) faculty members appointed by the Faculty Association. The Vice-President Academic Affairs will serve as the chairperson of the Committee. All members will be appointed for terms, which coincide with the duration of the current Full-time Faculty Contractual Agreement.

Criteria for selection of sabbatical and one semester non-teaching assignment leaves will be developed by the Faculty Professional Leave committee, and approved by the College President. Criteria shall include a submission of a written request that identifies the specific purpose of the leave, as well as the proposed benefit to the College, and include a presentation or shared report to appropriate colleagues upon return.

Faculty requesting a sabbatical or a one semester non-teaching assignment must apply through their Division Dean or appropriate Administrator on or before December 1st for leaves to be taken in the following academic year.

This request must address the individual's compliance with the selection criteria, the purpose for which the leave is requested, and any other pertinent information.

The Dean or appropriate Administrator will review and sign all sabbatical and one semester non-teaching applications with a supportive or non-supportive recommendation. All application materials and the appropriate Administrator's recommendation shall be forwarded to the Faculty Professional Leave committee no later than January 20th.

Upon receipt of all the applications and Administrators' recommendations by the appropriate deadlines, the Faculty Professional Leave Committee will review Faculty applications, the appropriate Administrator's recommendations, and other pertinent information in order to develop a recommendation of leave candidates for the President. Leave outcome goals and overall quality of the proposal will be considered in the committee's decision process.

The Committee will make their recommendations to the College President no later than February 28th for approval and submission to the Board of Trustees. The total number of approved leaves (including Sabbatical and One Semester leaves) will be limited to five (5) leaves total.

If the Committee submits at least five (5) leave recommendations and the President does not approve five (5) recommendations, the President will communicate the reasons for non-approval to the Committee.

Late requests will be processed only after timely requests have been processed.

I 9.1 SABBATICAL LEAVES

Qualification

To be eligible for sabbatical leave, the Faculty Member must have a minimum of six (6) years of full-time service at the College. A Faculty Member who has been granted a sabbatical leave will not be eligible again until the Faculty Member has been employed for a period of six (6) additional years of service at the College.

Remuneration

Faculty selected for a one year sabbatical leave will receive fifty percent (50%) of their base salary for the sabbatical leave year. The Faculty Member's benefits will be continued during the leave period commensurate with the amount the Faculty Member would have received had the Faculty Member remained on full salary. The Faculty Member will receive any step and range increments for the sabbatical year and the year of return that would have been awarded had the sabbatical not been taken.

Faculty Members granted sabbaticals may not receive other salary remuneration in excess of one-half of that individual's base salary for the leave period. Where compensation is in direct relationship to the leave project, the total earnings from the College and the outside agency will not exceed the individual's base salary for the leave period.

Return Conditions

A Faculty Member must return to full employment at College of DuPage for one academic year. A presentation or shared report to appropriate colleagues must be completed within six (6) calendar months of his/her return. Unless prevented by incapacity, the Faculty Member who does not satisfy these conditions must return monies received during the period of sabbatical leave.

I 9.2 ONE SEMESTER NON-TEACHING ASSIGNMENT LEAVE

Qualifications

To be eligible for a one semester non-teaching assignment leave, the Faculty Member must be tenured and have a minimum of six (6) years of service at College of DuPage. A Faculty Member who has been granted a one semester leave will not be eligible again until the Faculty Member has been employed for a period of five (5) additional years of service at the College

Remuneration

Faculty selected for a one semester non-teaching assignment leave will continue to receive their contractual salary for the year. The Faculty Member's benefits will be continued during the leave period commensurate with the amount the Faculty Member would have received had the Faculty Member not taken leave. The Faculty Member will receive any step and range increments for the year in which the leave is taken and for the following year.

Return Conditions

A Faculty Member must return to full employment at College of DuPage for one academic year. A presentation or shared report to appropriate colleagues must be completed within six (6) calendar months of his/her return. Unless prevented by incapacity, the Faculty Member who does not satisfy these conditions must return monies received during the period of one semester non-teaching assignment leave.

I 10 LEAVES: EXTENDED EDUCATIONAL LEAVE

A Faculty Member requesting leave to pursue further educational goals must make written request to the College President through the appropriate Administrator by April 15, or at least one full semester prior to the beginning date of the term for which such leave is requested. The length of this leave may not be longer than one academic year and shall be without remuneration. Extensions may be granted by the College at the request of the Faculty Member and with the appropriate Administrator's approval. A member of the Faculty, while on this leave, may retain the following benefits: medical/dental insurance; vision insurance; term life insurance; disability income protection under SURS; participation in the State Universities Retirement System. However, all costs associated with these benefits, including that part normally paid by the College for a Faculty Member, will be paid by the Faculty Member while on such leave.

Service credit will continue to accrue towards the salary schedule during educational leave. Health leave, personal leave and vacation entitlement will be adjusted proportionately for educational leave.

There will be no limitation in the number of credit hours applicable to range change while a Faculty Member is on Educational leave.

Faculty Members shall notify the College by May 1 of their intention to return in August/September or at least one full semester in advance of any other return date.

I 11 LEAVES: EXTENDED PERSONAL LEAVE WITHOUT PAY

Faculty Members requesting leave for personal reasons without pay may make written request to the appropriate Administrator listing the reasons for the requested leave by April 15, or at least one full semester prior to the beginning date of the term for which such leave is requested. The length of extended personal leave may not be longer than one year and shall be without remuneration. This includes any time taken designated as unpaid Family Medical Leave. Exceptions to the one year limitation must be approved by the Board of Trustees. All extended leave requests should begin and end with complete academic terms except when health related. In extenuating circumstances, the Board may, in its sole discretion, authorize deviation(s) from the foregoing, provided any such deviation(s) shall be non-precedential.

The request for Extended Personal Leave must be forwarded with recommendations by the appropriate Administrator to the appropriate Senior Management Team (SMT) Member for action. The SMT will forward the request with recommendations to the College President for submission to the Board of Trustees for consideration.

A Faculty Member, while on this leave, may retain the following benefits: medical/dental insurance; vision insurance; term life insurance; disability income protection under SURS; participation in SURS. All costs associated with these benefits, including that part normally paid by the Board of Trustees for a Faculty Member, will be paid by the Faculty Member while on such leave.

Provisions related to tenure in applicable Board Policies in effect unless otherwise modified by this Contractual Agreement shall apply.

No experience factor credit shall accrue during Extended Personal Leave. All provisions of this Contractual Agreement will be in effect upon return from leave, and employment treated as though there was no break in services except for the loss of the experience factor for leaves in excess of one semester. Leave for health, personal days, and vacation entitlement will be reduced proportionately during such leave.

Extended Personal Leave shall not be given for the specific purpose of employment elsewhere except as encouraged by the college for reasons of updating skills and/or technical background. Extended Personal Leave shall be predicated upon the availability of replacement employees.

Faculty Members must notify the college by May 1 of their intention to return to full-time status in August or at least one full semester in advance of any other return date.

J FACULTY DEVELOPMENT

J 1 STAFF DEVELOPMENT - ALTERNATIVE CREDIT

Alternative credit may be earned and used for Range Changes through Options 1, 2 and 3 below. Proposals should be submitted to the unit Administrator prior to beginning any project.

Option 1:

Workshops, seminars, conferences, travel and credit (where credit is not suggested by the granting institution):

A written proposal of activities must be presented by the Faculty Member for prior approval via the Faculty Committee for Alternative Credit (FCAC) Application Form. This application must be accompanied by a proposal in narrative outline form which must include the following information:

- a. Title of the project.
- b. Hours of involvement (contact hours, preparation time, travel, etc.).
- c. Description of the proposed project.
- d. Relationship of this experience to professional growth.
- e. New or unique material expected to result from this experience.
- f. Demonstration or proof that the project was completed.

If the external institution suggests credit for a workshop or seminar, the FCAC may honor the suggested number of semester hours. ***In all such instances, the burden of proof in the form of satisfactory documentation is on the Faculty Member.***

Credit may be cumulative. For each group of forty (40) contact hours accumulated, one semester hour of credit may be granted.

Appeals of any decision of the Faculty Committee for Alternative Credit (FCAC) shall be referred to the Faculty Administrative Review Board (FARB) as described in Section E 3, FACULTY ADMINISTRATIVE REVIEW BOARD, in this Contractual Agreement, and not subject to the Grievance Procedure as described in Section E 1, GRIEVANCE PROCEDURE, of this Contractual Agreement.

Option 2:

Research, independent study, publications, development of instructional materials, new courses, or major revisions of existing courses:

A written proposal of activities must be presented by the Faculty Member for prior approval via the FCAC Application Form. This proposal must include the following information:

- a. Title of the project.
- b. Hours of involvement (contact hours, preparation time, travel, etc.).
- c. Description of the proposed project.
- d. Relationship of this experience to professional growth.
- e. Development of a bibliography.
- f. Demonstration or proof that the project was completed.

Option 3:

Work experience outside the College of DuPage:

This area includes work at times other than when employed full time at the College and must contribute substantially to the professional growth and development of the Faculty Member. A written proposal of activities must be presented by the Faculty Member for prior approval via the FCAC Application Form. This proposal must include the following information:

- a. Location of employment.
- b. Time spent on the job.
- c. Goals of the experience.
- d. Relationship of the work experience to the Faculty Member's teaching assignment.
- e. Benefit of experience to the Faculty Member and students.
- f. Demonstration or proof that the work experience was completed.

J 2 TUITION WAIVER

Full-time Faculty and their income tax dependents, shall be eligible for two thirds tuition waivers at College of DuPage. Course fees will be paid by the employee. The registration calendar will be published annually listing the date for faculty/dependent registration as forty (40) days prior to the beginning of the semester.

Retired Faculty and their income tax dependents shall be eligible for one half tuition waivers at College of DuPage. Course fees will be paid by the retiree. The registration calendar will be published annually.

J 3 FACULTY DEVELOPMENT FUND

Each Faculty Member can use up to \$1,850 Development and Renewal Funds for professional growth for each year of this Contractual Agreement for job related professional development that improves or develops their job related skills including professional memberships and associations, and professionally related periodical subscriptions, (excluding collective bargaining memberships and associations).

With prior approval of the Dean or designee, the Faculty Development and Renewal Funds may be used for:

- reimbursement of tuition* and fees,
- conference registrations,
- COD Business Solutions seminars,
- other professional growth activities, and/or
- effective August 2012, up to \$600 per year (of the \$1850) to reimburse pre-approved travel related expenses in accordance with College travel policies.

*If faculty Development and Renewal Funds are used for tuition and course related fees, the course(s) cannot be used to meet range change eligibility requirements.

For any Faculty Member who terminates employment during the life of this Contractual Agreement, the total available allocation will be based upon the length of service by the Faculty Member during the Contractual Agreement. Any excess of funds used, minus those allocated, will be deducted on the Faculty Member's final paycheck(s).

K OBLIGATIONS AND SPECIAL CLAUSES

K 1 BINDING OBLIGATION

The provisions of this Contractual Agreement will constitute a binding obligation of the parties for the duration hereof or until changed by written, mutual consent.

K 2 PRECEDENCE

This Contractual Agreement shall supersede any policies, procedures, rules, regulations, or practices of the College which shall be contrary to or inconsistent with the terms of this Contractual Agreement and shall constitute the entire Contractual Agreement between the parties. The attached appendices and referenced documents, whether attached or not, including those Board Policies and committee reports which have been referenced, are integral parts of this Contractual Agreement. All Faculty Members' appointments for the duration of this Contractual Agreement shall be made expressly subject to the terms of this Contractual Agreement. The provisions of this Contractual Agreement shall be incorporated into and be considered part of the individual Faculty Member's appointment. The Board reserves the right to amend its policies from time to time as long as the policy to be changed is not referenced in this Contractual Agreement and does not directly or indirectly modify or limit the salary, terms, or conditions contained in this Contractual Agreement.

K 3 SAVINGS CLAUSE

If any provision of this Contractual Agreement or any application of this Contractual Agreement to any Faculty Member or group of Faculty Members, Board, College, or Administration shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions and applications shall continue in full force and effect.

If any provision of this Contractual Agreement is found contrary to law, within ten (10) working days of receipt of notification of such findings by any court of competent jurisdiction, negotiations shall commence for the purpose of reaching agreement on the affected matter.

If within twenty (20) working days after negotiations have begun no agreement has been reached both parties shall, unless otherwise mutually agreed upon, seek mediation under the rules and regulations of the American Arbitration Association.

K 4 EMPLOYEE GUIDEBOOK

The Employee Guidebook serves as a handbook for procedures and information only. If there is any conflict between the written terms of this Contractual Agreement and the Employee Guidebook, the written terms of this Contractual Agreement shall be controlling. Nothing in the Employee Guidebook shall be interpreted or implied so as to modify by alteration, change, addition to, or deletion from, the written terms of this Contractual Agreement except through the voluntary, mutual consent of the parties by written amendment.

K 5 INTERRUPTION OF SERVICE

The Association agrees that during the term of this Contractual Agreement and any extension thereof, it will not engage in or authorize any strike.

K 6 RESERVE CLAUSE

The College and the Association acknowledge that during the negotiations which resulted in this Contractual Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or by specific agreement by the parties. There shall be no unilateral reopening of this Contractual Agreement by the College or the Association during the life of this Contractual Agreement of matters covered or not covered in this Contractual Agreement.

Any item contained in this Contractual Agreement which has been indicated as a problem due to the excessive filing of grievances (3 or more, one of which has been to arbitration during the term of this Contractual Agreement), may be reopened for negotiations by mutual consent of both parties.

K 7 DISTRIBUTION OF CONTRACTUAL AGREEMENT

Copies of this signed Contractual Agreement shall be printed and distributed to all presently employed, regularly employed, full-time Faculty within fifteen (15) working days after formal ratification and signing by both parties. Copies of this Contractual Agreement will also be included with offers of employment to those employed subsequent to this Contractual Agreement.

Specific information in regard to insurance programs will be distributed through the Human Resources Office. The Human Resources Office shall distribute a concise current summary of insurance practices within sixty (60) days of the signing of this Contractual Agreement. A copy of the insurance contract will be made available for review and copying purposes in the Human Resources Office.

The College will provide a free identification system which includes insurance identification, access to the PE building, library check out, Faculty identification, etc.

K 8 DURATION OF THE CONTRACTUAL AGREEMENT

The term of the Contractual Agreement shall be June 18, 2012 (the "Effective Date") through the calendar day immediately before Fall Term 2015. The parties agree to use their best effort to begin formal negotiations of a successor agreement no later than March 1st preceding the expiration of this agreement.

This Contractual Agreement is signed this 18th day of June, 2012.

In witness thereof:

Board of Trustees



David Carlin
Chairperson, College of
DuPage Board of Trustees
Community College #502



Erin Birt
Vice Chairperson, College of
DuPage Board of Trustees
Community College District #502

Faculty Association IEA/NEA



Glenn A. Hansen
President, College of
DuPage Faculty Association,
IEA/NEA



Robert Hazard
Vice President, College of
DuPage Faculty Association,
IEA/NEA



Ben Whisenhunt
Chairperson, Faculty Welfare
Committee, College of DuPage
Faculty Association, IEA/NEA



Thomas Tipton
Co-Spokesperson, Negotiations
Committee, College of DuPage
Faculty Association, IEA/NEA



Nancy Payne
Co-Spokesperson, Negotiations
Committee, College of DuPage
Faculty Association, IEA/NEA

APPENDIX A - EVALUATION FORMS

All forms will also be available electronically to facilitate expanded text and ease of use.

ASSESSMENT & EVALUATION FORMS

Full-Time Tenured Faculty

[Phase I/Planning Document](#)
[Phase II/Faculty Self-Evaluation Report](#)
[Phase II/Formal Evaluation Report](#)
[Phase III/Faculty Update Conference \(Optional Form\)](#)
[Phase III/Update Conference Report](#)

Full-Time Non-Tenured Faculty

[Phase I/Record of Agreement Non-Tenured Faculty](#)
[Non-Tenured Faculty Classroom Observation Plan](#)
[Non-Tenured Faculty Classroom Observation Report](#)

Counseling Faculty

[Phase I/Planning Document - Counseling Faculty Member](#)
[Phase I/Record of Agreement Non-Tenured Counseling Faculty](#)
[Counselor Evaluation Form](#)

Library Faculty

[Library Faculty Self-Evaluation Report](#)
[Formal Evaluation Report](#)
[Informal Conference Report](#)
[Evaluation Survey for Library Faculty](#)
[Library Faculty Informal Self-Evaluation Report](#)
[Supervisor Performance Evaluation](#)

PHASE I

PLANNING DOCUMENT

(To Be Completed By Faculty Member)

The Planning Conference will be held approximately one year before the Formal Evaluation Conference. A statement written by the Faculty Member addressing achievements and goals in areas of teaching, advising, curriculum development, institutional committee work and other relevant activities should be returned to the Associate Dean one week before the conference.

1. **TEACHING**

Goals:

Strategies to achieve goals:

*Achievements:

2. **ADVISING**

Goals:

Strategies to achieve goals:

*Achievements:

*Include achievements related to goals defined in previous conferences/discussions.

3. **CURRICULUM DEVELOPMENT**

Goals:

Strategies to achieve goals:

*Achievements:

4. **INSTITUTIONAL COMMITTEE WORK**

Goals:

Strategies to achieve goals:

*Achievements:

*Include achievements related to goals defined in previous conferences/discussions.

5. **OTHER RELEVANT ACTIVITIES**

Goals:

Strategies to achieve goals:

*Achievements:

Faculty Member Signature

Date

Evaluator Signature

Date

*Include achievements related to goals defined in previous conferences/discussions.

PHASE II

FACULTY SELF-EVALUATION REPORT

(To Be Completed By Faculty Member)

A statement written by the Faculty Member **updating the achievements and goals** in areas of teaching, advising, curriculum development, institutional committee work and other relevant activities should be returned to the Associate Dean one week before the conference.

1. TEACHING

Goals:

Strategies to achieve goals:

*Achievements:

2. ADVISING

Goals:

Strategies to achieve goals:

*Achievements:

*Include in future write-ups in Phase III.

3. **CURRICULUM DEVELOPMENT**

Goals:

Strategies to achieve goals:

*Achievements:

4. **INSTITUTIONAL COMMITTEE WORK**

Goals:

Strategies to achieve goals:

*Achievements:

*Include in future write-ups in Phase III.

5. **OTHER RELEVANT ACTIVITIES**

Goals:

Strategies to achieve goals:

*Achievements:

Name

Date

*Include in future write-ups in Phase III.

PHASE II

FORMAL EVALUATION REPORT

Name_____ Date_____

Evaluation Period_____ Conference Date_____

Sources of Evaluation Information:

☐ Student Evaluations

☐ Self Evaluation

☐ Other

TEACHING:

☐ Satisfactory

☐ Needs Improvement (In areas detailed below)

☐ Unsatisfactory (In areas detailed below)

Evaluator Comments:

Faculty Comments:

ADVISING:

☐ Satisfactory

☐ Needs Improvement (In areas detailed below)

☐ Unsatisfactory (In areas detailed below)

Evaluator Comments:

Faculty Comments:

CURRICULUM DEVELOPMENT:

☐ Satisfactory

☐ Needs Improvement (In areas detailed below)

☐ Unsatisfactory (In areas detailed below)

Evaluator Comments:

Faculty Comments:

INSTITUTIONAL COMMITTEE WORK:

- ☐ Satisfactory
- ☐ Needs Improvement (In areas detailed below)
- ☐ Unsatisfactory (In areas detailed below)

Evaluator Comments:

Faculty Comments:

OTHER RELEVANT ACTIVITIES:

SUMMARY: This instructor receives an overall evaluation of:

- ☐ Satisfactory
- ☐ Needs Improvement (In areas detailed below)
- ☐ Unsatisfactory (In areas detailed below)

Evaluator

Date

Dean

Date

I have read the above and understand that I may add written comments in the spaces provided and/or on additional pages which will be attached to this Formal Evaluation.

Faculty

Date

PHASE III

FACULTY UPDATE CONFERENCE (OPTIONAL FORM)

(To Be Completed By Faculty Member)

If there is a need to update the achievements and goals in areas of teaching, advising, curriculum development, institutional committee work and/or other relevant activities, the Faculty Member should return this form to the Associate Dean one week before the conference.

1. TEACHING

Goals:

Strategies to achieve goals:

*Achievements:

2. ADVISING

Goals:

Strategies to achieve goals:

*Achievements:

*Include achievements related to goals defined in previous conferences/discussions.

3. **CURRICULUM DEVELOPMENT**

Goals:

Strategies to achieve goals:

*Achievements:

4. **INSTITUTIONAL COMMITTEE WORK**

Goals:

Strategies to achieve goals:

*Achievements:

*Include achievements related to goals defined in previous conferences/discussions.

5. **OTHER RELEVANT ACTIVITIES**

Goals:

Strategies to achieve goals:

*Achievements:

Name

Date

*Include achievements related to goals defined in previous conferences/discussions.

PHASE III
UPDATE CONFERENCE REPORT

Faculty Member _____ Evaluator _____

The Update Conference was held on _____

Comments by Faculty Member:

Comments by Evaluator:

Faculty Member	Date
----------------	------

Evaluator	Date
-----------	------

Evaluator's Supervisor	Date
------------------------	------

PHASE I

RECORD OF AGREEMENT NON-TENURED FACULTY

TO: _____ DATE _____

FROM: _____

SUBJECT: Planning Conference - Record-of-Agreement

You will recall that on _____ we held a planning conference, and it was agreed that you would be evaluated in the following areas by the method(s) prescribed:

AREA

METHOD(S)

Teaching

Advising

Curriculum Development

Institutional Committee Work

Other Relevant Activities

Although all five areas will be addressed in your evaluation, primary emphasis will be placed on teaching related activities.

Faculty Member Signature

Date

Evaluator's Signature

Date

Evaluator's Supervisor Signature

Date

NON-TENURED FACULTY
CLASSROOM OBSERVATION PLAN

Faculty Member _____ Class: _____

Date of Observation _____

In preparation for my visit to your class next week, please send me a **short** description of the following **prior to my class visit**:

1. Describe the overall purpose and description of the lesson/topic for the day.

2. What objectives should the students be able to accomplish from this lesson? (i.e. What will the student be able to do/understand after this lesson?)

3. What teaching methodology do you plan to use for this lesson (i.e. lecture, discussion, case study)?

4. What assessment tools do you use to measure your students' comprehension of your objectives for this lesson (i.e. quiz/exam, asking students to answer questions, making the students present views from a case study discussion, homework assignment)?

5. Are there special circumstances impairing teaching and learning in this class?

NON-TENURED FACULTY
CLASSROOM OBSERVATION REPORT

Faculty Name _____

Date _____

Observer: _____

Time: _____

Location _____

Course _____

The information provided in advance by the Faculty Member is attached:

1. Were the purpose and instructional objectives for the lesson clearly articulated by the Faculty Member?

2. Was the material presented by the Faculty Member related to the course description and instructional objectives for the lesson?

3. Did the Faculty Member present the class material in a clear and logical manner?

4. Were the teaching method(s) used for the lesson effective?

5. Was the Faculty Member able to develop and maintain appropriate student interest?

6. Did the Faculty Member create opportunities for the students to actively engage with the content?
7. Was the Faculty Member able to respond to questions?
8. Did the Faculty Member use an assessment tool to make sure that students comprehended the learning objectives for this lesson?
9. Did the Faculty Member give constructive feedback during the lesson? Yes/No
If no, explain why not.
10. Did the classroom environment appear to be well managed by the Faculty Member? Yes/No
If no, explain why not.
11. Did the Faculty Member make good use of audio/visual or computer aids? Yes/No/Not applicable
If no, explain why not.

PHASE I

PLANNING DOCUMENT-COUNSELING FACULTY MEMBER

(To Be Completed By Counseling Faculty Member)

The Planning Conference will be held approximately one year before the Formal Evaluation Conference. A statement written by the Counseling Faculty Member addressing achievements and goals in areas of counseling/teaching, advising, student services development/curriculum development, institutional committee work and other relevant activities consistent with DUTIES OF COUNSELING FACULTY as set forth in Section D 6.2, DUTIES OF COUNSELING FACULTY, of the Contractual Agreement should be returned to the Associate Dean one week before the conference.

1. **COUNSELING/TEACHING**

Goals:

Strategies to achieve goals:

*Achievements:

2. **ADVISING**

Goals:

Strategies to achieve goals:

*Achievements:

*Include achievements related to goals defined in previous conferences/discussions.

3. **STUDENT SERVICES DEVELOPMENT/CURRICULUM DEVELOPMENT**

Goals:

Strategies to achieve goals:

*Achievements:

4. **INSTITUTIONAL COMMITTEE WORK**

Goals:

Strategies to achieve goals:

*Achievements:

*Include achievements related to goals defined in previous conferences/discussions.

5. **OTHER RELEVANT ACTIVITIES CONSISTENT WITH DUTIES OF COUNSELING FACULTY
AS SET FORTH IN SECTION D 6.2 OF THE CONTRACTUAL AGREEMENT**

Goals:

Strategies to achieve goals:

*Achievements:

Counseling Faculty Member Signature

Date

Evaluator's Signature

Date

*Include achievements related to goals defined in previous conferences/discussions.

PHASE I

RECORD OF AGREEMENT NON-TENURED COUNSELING FACULTY

TO _____ DATE _____

FROM _____

SUBJECT: Planning Conference - Record-of-Agreement

You will recall that on _____ we held a planning conference, and it was agreed that you would be evaluated in the following areas by the method(s) prescribed:

AREA

METHOD(S)

Counseling/Teaching

Advising

Student Services Development/Curriculum Development

Institutional Committee Work

Other Relevant Activities

Although all five areas will be addressed in your evaluation, primary emphasis will be placed on counseling/teaching related activities.

Faculty Member Signature Date

Evaluator's Signature Date

Evaluator's Supervisor Signature Date

COUNSELOR EVALUATION FORM

Counselor's Name _____

COLLEGE OF DUPAGE COUNSELING SERVICES

Dear Student:

Here is a survey of counseling services which will help us determine how well we are meeting your expectations. We use this information to improve our counseling services. Please take a few minutes and complete this survey. Your comments are very important to us! For your convenience, a business reply envelope is enclosed.

Sincerely,

Associate Dean, Counseling and Career Services

Rate each statement using this scale:

[A] = Strongly Agree [B] = Agree [C] = Neutral [D] = Disagree [E] = Strongly Disagree [F] = Not Applicable						
	A	B	C	D	E	F
You counselor						
Greeted you in a way that made you feel welcome						
Conveyed a willingness to talk about your concerns						
Was sensitive and concerned with the topics you expressed						
Helped you toward resolution of the topics you expressed						
Helped you become more aware of your feelings						
Helped you become more aware of your interests						
Helped you become more aware of your attitudes						
Helped you become more aware of your values and goals						
Helped you become more aware of your abilities						
Helped you discover new opportunities or directions						
Provided or referred you to all the information you wanted						
Trusted and encouraged you to make your own decisions						
Treated you in a friendly, courteous and caring way						
Is the kind of person you would seek out again to discuss personal, academic, or career concerns						

In conclusion your counselor (please check one):

- ☐ Exceeded your expectations.
- ☐ Met your expectations to a high degree.
- ☐ Met your expectations.
- ☐ Did not meet your expectations. Please explain.

On the back of this sheet, please write any suggestions you may have for improvement.

THANK YOU!

LIBRARY FACULTY SELF - EVALUATION REPORT

Library Faculty Member _____ Date _____

1. **Please discuss principal accomplishments of this past year, including self-evaluative comments related to your knowledge and use of principles, technologies, and techniques.**

2. **Accomplishments related to provision of instruction and Faculty liaison.** Please discuss principal accomplishments and provide basic instruction statistics since the last self-evaluation, including self-evaluative comments related to your knowledge and use of instruction and assessment principles (such as student learning outcomes), technologies and techniques, and your working relationships with divisional Faculty.

3. **Accomplishments related to the provision of cataloging (applicable to Library Technical Services Faculty).** Please describe principal accomplishments and provide basic statistics for this past year, including self-evaluative comments related to your knowledge of cataloging standards and practices.

4. **Accomplishments related to your specific areas of responsibility in the Library.** Please describe personal as well as departmental achievements: e.g., new services provided by the department, improvements in operations and processes, supervisory activities including hiring or revising position descriptions, etc. Include self-evaluative comments about your supervisory and coordination activities.

5. **Activities and accomplishments related to collection development and management.** Briefly describe any projects or grants in this area. Include self-evaluative comments.

6. **Service to the Library, the College and the community.** Include information about the nature and value of your contributions to committees, task forces, and other groups in the Library, the College, and the community (if applicable).

7. **Other accomplishments.** Include information about special assignments or projects (e.g., teleconferences, TLC teaching, etc.); teaching in another division or program; publications; service in professional organizations, etc. Include self-evaluative comments related to these activities, including information about the value and outcomes of the particular activities described.

8. **Working relationships.** Please provide self-evaluative comments about your effectiveness in gaining the respect and confidence of others; approachability, tact in dealing with coworkers; and responsiveness to requests and questions of colleagues and clients. Please provide examples to illustrate your points.

9. **Planning and decision making.** Please evaluate yourself on the following: outlook and ability to research potential new resources, services, and processes; adaptability (objective and constructive response to changing conditions); judgment, decision making and problem solving; demonstration of initiative. Please provide examples to illustrate your points.

10. **Goal related performance.** Please report on the status of your goals for the period since your last evaluation. Include personal professional goals as well as your contribution to departmental and divisional goals.

11. **Goals for the future**

FORMAL EVALUATION REPORT – LIBRARY FACULTY

The following signatures indicate that the non-tenured semi-annual review or tenured evaluation conference has been conducted. The signatures do not necessarily indicate agreement with all the comments by either the Library Faculty Member or the Administrator.

Signature of Administrator

Date

Signature of Faculty

Date

COMMENTS (OPTIONAL):

Administrator:

Faculty:

Signature of Dean of Library

Date

INFORMAL CONFERENCE REPORT – LIBRARY FACULTY

The following signatures indicate that an Oral Conference has been conducted. The signatures do not necessarily indicate agreement with all the comments by either the Library Faculty Member or the Administrator.

Signature of Administrator

Date

Signature of Faculty

Date

COMMENTS (OPTIONAL):

Administrator:

Faculty:

Signature of Dean of Library

Date

EVALUATION SURVEY FOR LIBRARY FACULTY

As part of the Faculty Evaluation process, Library Faculty who have divisional liaison responsibilities conduct a survey to determine how well we meet the informational and instructional needs of colleagues in our assigned academic divisions. I would appreciate your participation in this process.

Please return by _____ to Associate Dean, Library. *Thank you!*

Librarian _____ Date _____

1. Please check the appropriate line for each item below:

	Excellent	Very Good	Good	Fair	Needs Improvement	Didn't Need	Unaware of
Library Instruction / Information Literacy:							
Collaborating with you to develop assignments for your courses:							
Purchasing books and AV materials to support your curriculum and research needs:							
Providing research and reference assistance for your curriculum:							
Developing print and web-based subject guides/tools which support classroom activity and assignments							
Notification of new materials purchased in your subject area:							
Informing you of online resources and library services that benefit your students:							
Reference and research assistance:							
My availability to your students for individual research assistance:							

2. Have I been available to assist you via telephone, e-mail or in person?

☐ always ☐ usually ☐ sometimes ☐ rarely

3. Did I respond to your requests within the time you expected?

☐ always ☐ usually ☐ sometimes ☐ rarely

4. Please use the reverse side to provide any additional written comments.

LIBRARY FACULTY INFORMAL SELF-EVALUATION REPORT

Librarian _____

Date _____

Personal Accomplishments:

Accomplishments in area(s) for which you are responsible:

Professional growth activities during the year (courses taken, workshops, conferences, etc.):

Committees:

Status of current year's goals:

Goals for coming year(s):

SUPERVISOR PERFORMANCE EVALUATION

As part of their evaluation process, Library Faculty who supervise more than two Library employees are evaluated by the people they supervise on their performance as supervisors. This survey is confidential and will be shared only in summary form with the supervisor.

Please return by _____ to Associate Dean, Library. *Thank you!*

Librarian _____ Date _____

Circle the number that best represents your opinion.

1. **Communication Skills**

Communicates clearly and effectively most of the time, and encourages feedback, input, and suggestions.

1	2	3	4	5	6
Strongly Disagree				Strongly Agree	No Opinion

Comments:

2. **Planning**

Generally plans and organizes work for the staff effectively.

1	2	3	4	5	6
Strongly Disagree				Strongly Agree	No Opinion

Comments:

Makes appropriate decisions regarding what will be done, when it will be done, and who will do it.

1	2	3	4	5	6
Strongly Disagree				Strongly Agree	No Opinion

Comments:

3. **Leadership**

Provides effective guidance for me to carry out my job duties.

1	2	3	4	5	6
Strongly Disagree				Strongly Agree	No Opinion

Comments:

Is effective in providing the necessary equipment and training for me to accomplish my job duties.

1
Strongly
Disagree

2

3

4

5
Strongly
Agree

6
No
Opinion

Comments:

4. **Motivation**

Motivates me to do my best work.

1
Strongly
Disagree

2

3

4

5
Strongly
Agree

6
No
Opinion

Comments:

5. **Evaluation**

Provides fair and appropriate evaluations of my job performance.

1
Strongly
Disagree

2

3

4

5
Strongly
Agree

6
No
Opinion

Comments:

6. **Overall**

Overall, I rate this supervisor as:

1
Unacceptable

2

3

4

5
Exceptional

6
No
Opinion

7. **Written Comments**

Please use this space to provide any additional written comments.

APPENDIX B
Other Agreements

FACULTY EVALUATION

The College of DuPage (“the “College”) and the College of DuPage Faculty Association, IEA/NEA (the “Association”), as a result of contract negotiations related to a successor contract for the current 2007-2011 Faculty Collective Bargaining Agreement, decided to delegate specific responsibility to a joint committee to review Faculty evaluation procedures and instruments and submit recommendations for improvement of the Faculty evaluation process. This Memorandum of Understanding reflects the tentative agreements reached by the College and Association negotiation teams regarding the scope of authority, responsibilities and procedures of the joint committee.

1. Composition and Procedures for Joint Evaluation Committee

The Joint Evaluation Committee will be comprised of four (4) Faculty and four (4) administration representatives appointed by the Association and College, respectively. The College’s Vice President of Academic Affairs the Association President will be responsible for providing leadership and direction to the committee, and monitoring the committee’s progress in reviewing the current Faculty evaluation procedures and instruments. The Joint Evaluation Committee will be formed and commence meeting within sixty (60) days after ratification of the successor contract to the 2007-2011 Faculty Collective Bargaining Agreement. The Committee will meet periodically as necessary to review and discuss the Faculty evaluation procedures and instruments as specified in this Memorandum of Understanding, and will submit a committee recommendation to the Faculty and Board of Trustees for approval within one (1) year after the Committee’s initial meeting. After approval by the Association and Board vote, any contractual changes will be included in the Contractual Agreement. These votes must be held within six (6) months of the submission of the committee’s recommendation.

2. Joint Evaluation Committee - Items for Review and Recommendation

The Joint Evaluation Committee will review the following items related to the current Faculty evaluation procedures and instruments, explore and discuss various options for improvement, and submit recommendations to the Faculty and Board of Trustees:

1. Nationally-normed student evaluation form for use in the Faculty evaluation process.
2. Student rating questionnaire that provides adequate opportunity for the evaluator and Faculty Member to submit additional questions by mutual agreement related to the Faculty Member’s instructional assignment. The Joint Evaluation Committee will decide the maximum number of additional questions by mutual agreement (e.g. a maximum of five questions each). The committee will develop a process to be utilized if there is no mutual agreement between the Faculty Member and Evaluator on the additional questions.
3. Student evaluations administered for all classes taught in all delivery modes (e.g. online classes).
4. Nationally-normed classroom observation form for use in the Faculty evaluation process.

5. One (1) in-class observation for full-time tenured Faculty each semester that evaluations are administered. (Determine the appropriate process for selection of the particular section and the mutually agreed date for the observation.)
6. Requirement that the Faculty Member's classroom observation be scheduled for the same section in which the student evaluations were administered.
7. Realignment of the current 3-year evaluation process to provide:
 - a. First year: classroom observation, student evaluation and assessment, development of plan;
 - b. Second year*: implementation of plan;
 - c. Third year*: assess Faculty Member's progress on plan.

* may include second student evaluation

3. **Procedural Changes for Implementation**

In addition, the Joint Evaluation Committee will implement appropriate procedures for the following mutually agreed changes to the Faculty evaluation process:

- Student evaluations will be administered in two-semesters during each 3-year evaluation cycle.
- Sufficient space on the student questionnaire form will be available for written student comments.

This Appendix confirms the parties' agreement regarding the Faculty evaluation issue, and the College and Association agree that the Appendix shall not be subject to the provisions of Section E, Grievance and Appeals Procedures in the Faculty Collective Bargaining Agreement.

LETTER OF AGREEMENT
DOMESTIC PARTNER COVERAGE

Effective November 1, 2008, the College will add domestic partner coverage to all Health Insurance Plans, including dental and vision plans. The extension of domestic partner coverage is limited to Health Insurance Benefits as provided in Section G of the Contractual Agreement and is not applicable to any other benefits in the Agreement. The qualifications will be determined by the College based upon the following standards and criteria for domestic partner recognition.

- the partners are of the same sex and for this reason are unable to marry under Illinois law
- the partner must be at least 18 years of age
- the partner cannot be related by blood
- the partner cannot be legally married to anyone else or in a domestic partnership with another individual, nor can they have had another domestic partner in the last twelve months
- the partners must share the same permanent address
- the partners must share joint financial responsibility for basic living expenses including food, shelter and medical expenses
- the partners must be financially interdependent which must be demonstrated by at least four of the following:
 1. ownership of a joint bank account
 2. ownership of a joint credit account
 3. evidence of a joint mortgage or lease
 4. evidence of joint obligation or a loan
 5. joint ownership of a residence
 6. evidence of common household expenses such as utility and telephone bills
 7. execution of wills naming each other as executor and/or beneficiary
 8. granting each other durable powers of attorney
 9. granting each other health care powers of attorney
 10. designation of each other as beneficiary under a retirement benefit account
 11. evidence of other joint financial responsibility

Eligibility for Children of Domestic Partners

The children of a domestic partner are eligible for coverage under the same terms and conditions that the children of an enrolled employee must meet.

MEMORANDUM OF UNDERSTANDING
Successor Agreement Negotiations

The Board of Trustees of College of DuPage (COD) and College of DuPage Faculty Association IEA/NEA (Association) during the negotiations of the collective bargaining agreement currently effective through the start of the Fall semester, 2015, desired to memorialize some guidelines for the negotiations of successor agreements.

It is the intent of the parties to commence bargaining of a successor agreement at a time early enough as to increase the likelihood of reaching a tentative agreement on a successor contract before the expiration of the current agreement.

Therefore, the parties intend to begin preparations for the process during the Fall Term preceding the expiration of the current agreement.

At that time the parties will identify negotiations team members, meet to discuss and agree upon a negotiation process, and set ground rules for the successor contract negotiations.

The parties agree to use their best effort to begin successor contract negotiations no later than March 1st preceding the expiration of the current agreement.

This Memorandum codifies the intent of the parties at the time of the negotiations of the current agreement and the parties agree that this Memorandum shall not be subject to the provisions of Section E, GRIEVANCE AND APPEALS PROCEDURES in the Contractual Agreement.

LETTER OF AGREEMENT
ONLINE COURSE DEVELOPMENT

CONTRACTUAL AGREEMENT BETWEEN
THE BOARD OF TRUSTEES OF COLLEGE OF DuPAGE
and
COLLEGE OF DuPAGE FACULTY ASSOCIATION IEA/NEA
2007 – 2011 (renewed with current contract)

F. PROFESSIONAL COMPENSATION

ONLINE COURSE DEVELOPMENT

Full-time Faculty shall be given first consideration for the development of new online courses. The Dean or Associate Dean retains full authority to make or withhold the online course development assignment. A Faculty Member who requests but is denied an online course development opportunity will be given in writing by the appropriate administrator, upon request, the reason he or she was denied and a method for appealing the decision. The appeal will be limited to the Dean and the Vice-President for Academic Affairs. Faculty assigned to develop new online courses will be paid a stipend of \$2,000.

The call for online course development opportunities will go out from the Dean of the Learning Resources Division to full-time Faculty and will include the opportunity for input from full-time Faculty in the discipline. The Deans of the academic divisions will prioritize the courses to be developed. Courses approved for online development by the divisions will be forwarded to the Learning Resources Division for support. As part of the approval process, the College may require faculty members to attend structured work sessions to aid course development. The dates, time and number of sessions will be available with the proposal form, along with a list of acceptable reasons that would exempt faculty from attending the structured work sessions. Faculty will use the form to either select sessions or indicate why they should be exempt from attending these work sessions. The work sessions will be offered on one or more of the contractual days of the academic calendar and/or during a regular summer session.

In order to maintain curricular quality, part of the development process for online courses shall be the opportunity for full-time Faculty Members within the appropriate discipline to review the course and make recommendations for changes. This review shall take place no later than two weeks prior to the end of the development term.

Pursuant to Section F.11. of the Contractual Agreement between the Board and the Association, this Letter of Agreement will become a part of the current Collective Bargaining Agreement upon execution by both parties.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding reflects the College's intent as it relates to faculty load for Combined Lecture/Double Lab (CLDL) courses and class size for English Composition courses.

Combined Lecture/Double Lab (CLDL): The College agrees to the following load practice.

- If a combined lecture has between 37 up to and including 43 students, one additional hour of load will be added.
- If the combined lecture exceeds 43 students, then a second hour of load (2 hours total) will be added.


Example 1: a CLDL class with a 4-hour lecture and two 3-hour labs (37 students).

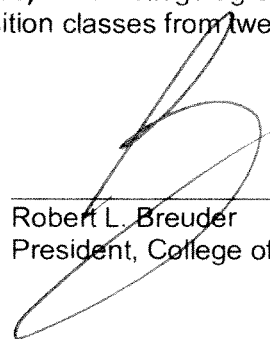
If the number of students is 37, one additional hour of load is added to the base load. The total lecture assignment would be $4 + 1 = 5$. The total lab assignment would be $2 \times 3 = 6$.


Example 2: a CLDL class with a 4-hour lecture and two 3-hour labs (44 students).

If the number of students is 44, two additional hours of load is added to the base load. The total lecture assignment would be $4 + 2 = 6$. The total lab assignment would be $2 \times 3 = 6$.

English Composition Class Size (traditional class): The College agrees to reduce the maximum class size for traditional English Composition classes from twenty-five (25) to twenty-two (22) effective the Fall semester 2012.


Glenn Hansen Date
CODFA President

 6/26/12
Robert L. Breuder Date
President, College of DuPage


William Whisenhunt Date
Chair, Welfare Committee

MEMORANDUM OF UNDERSTANDING

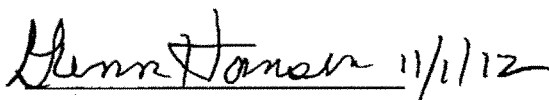
This Memorandum of Understanding reflects the College's intent as it relates to the administration of Section D.7.1.a. Teaching Faculty Workload (page 19-20) in the 2012-2015 Collective Bargaining Agreement. Specifically, this section states:

"Overload and summer assignments are available, but in no case will the total load for consecutive fall, spring and summer terms in one academic year exceed 54 contact hours without the approval of the Vice President of Academic Affairs."

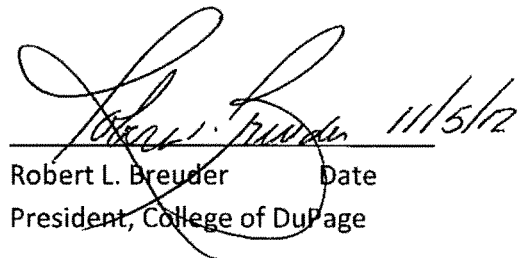
This language assumes the faculty member teaches a base load of fifteen (15) contact hours per semester or thirty (30) contact hours per academic year. The calculation is based on a total available load of $1.5 \times \text{base load}$ ($1.5 \times 30 = 45$ hours) plus nine (9) hours in the summer term for a total of fifty-four (54) hours. Thus, faculty teaching a base load of fifteen (15) hours per semester may teach 54 contact hours annually without the approval of the Vice President of Academic Affairs.

In order to be consistent, the comparable calculation for those individuals who teach a base load of sixteen (16) contact hours per semester or thirty-two (32) contact hours per academic year will be $1.5 \times 32 = 48$. Adding nine (9) hours in the summer term, results in a value of fifty-seven (57) contact hours per year without the approval of the Vice President of Academic Affairs.


Summer hours (9) are consistent across all disciplines because the pay is standardized at two times the overload pay rate per contact hour and is not adjusted based on the teaching discipline.

 11/1/12


Glenn Hansen Date
CODFA President

 11/5/12

Robert L. Breuder Date
President, College of DuPage

 11/1/12

Christine Monnier Date
Chair, Welfare Committee

 11/2/12

Joseph E. Collins Date
Executive Vice President
College of DuPage

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding reflects the College's intent as it relates to large class instruction in traditional classrooms.

A large class is defined as a section or combination of sections in a course in which more than a full single section plus the number of students necessary to run an additional section(s) are taught in the same lecture room at the same time. Large classes would be scheduled based on:

- a) Pedagogical appropriateness of instruction/learning (generally intended for courses where lectures are the appropriate mode of instructional delivery)
- b) Students' needs
- c) Program needs

Load is based on the number of contact hours per section and the enrollment required for individual sections as defined below to account for efficiencies of scale:


- a) Enrollments up to 45 define one section.
- b) Enrollments of 46 to 74 define two sections.
- c) Enrollments of 75 to 100 define three sections.

All overload hours accumulated from large class instruction will count toward the annual maximum overload hours permissible per College of DuPage Faculty Association IEA/NEA contract.


Large class-size assignments shall be within the sole discretion of the College Administration in agreement with the faculty member per section D2 of the Board- Full-time Faculty Association contract.

This document replaces previous large class instruction procedural memos and is effective Spring semester 2013.

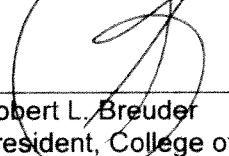
This document does not replace the Memorandum of Understanding for faculty load for Combined Lecture/Double Lab courses found on page 110 of the 2012-2015 Contractual Agreement between the College of DuPage and College of DuPage Faculty Association IEA/NEA.

 2/28/13

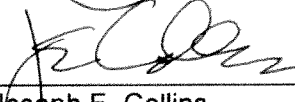
Glenn Hansen Date
CODFA President

 2/28/2013

Christine Monnier Date
Chair, Welfare Committee

 2/28/13

Robert L. Breuder Date
President, College of DuPage

 2/28/13

Joseph E. Collins Date
Executive Vice-President


MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding reflects the mutual agreement between the College and the College of DuPage Faculty Association IEA/NEA (CODFA) related to the agreed upon process for faculty to apply for promotion to E Range (Section F.2 in the 2011- 2015 Collective Bargaining Agreement (CBA)). This process was developed in accordance with the process defined in the CBA and is effective immediately.

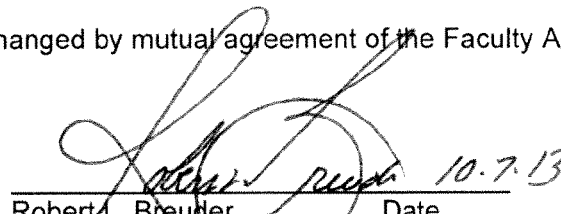
Movement to E-Range represents a significant milestone in a faculty member's career and is intended to recognize faculty for excellence in teaching/counseling/librarianship and for significant and sustained contributions to the College over time. Faculty will be eligible to apply for movement to E-Range seven (7) years after earning placement on D-Range. Further educational credit beyond D Range is not required. The new process is as follows:

- The faculty member who meets the eligibility requirement for E-Range submits to the Division Dean a "Notice of Intent to Apply for E-Range" by October 15. Notification is required but is intended as "information only."
- The faculty member prepares an E-Range Portfolio and submits it to the Academic Affairs Office by February 15th. *Note: The percentages allocated in the Contributions section of the E-Range Portfolio Rubric are for illustrative purposes only and the relative weights for each category may be modified by the faculty member.*
- The Associate Dean submits a letter of support/non-support for the faculty member's application for E-Range. (A letter of non-support does not preclude the portfolio from moving forward to Faculty Administrator Committee on E-Range (FACE).)
- The E-Range Portfolio is reviewed by each member of FACE and evaluated using a standard rubric.
- After all members of FACE have reviewed the portfolio, the committee convenes to discuss the applicant's qualifications for E-Range.
- Applicants have the option of attending a portion of the review meeting for the purpose of responding to questions from FACE or providing additional information. The decision not to attend the meeting will not negatively impact the applicant. The applicant will not be present during the deliberation/discussion phase of the portfolio review, and all discussions will be confidential.
- Under certain circumstances, FACE will have the option of returning the portfolio to the applicant for additional information and further review by the committee.
- Approval of faculty for E-Range will be determined by a majority vote of FACE.
- Faculty who are not recommended for E-Range will receive written notification and feedback from FACE and will be eligible to submit a revised E-Range Portfolio the following year.
- A favorable recommendation for movement to E-Range will be forwarded to the President for approval and recommendation to the Board.

The process as described above can only be changed by mutual agreement of the Faculty Association and the Administration.


Glenn Hansen
CODFA President


Date


Robert L. Breuder
President, College of DuPage

Date


Christine Monnier
Chair, Welfare Committee

Date


Joseph E. Collins
Executive Vice-President

Date

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding reflects the mutual agreement between the College and the College of DuPage Faculty Association IEA/NEA (CODFA) related to the calculation of Program Coordination hours. This agreement shall be implemented with Program Coordinator assignments for Academic Year 2015 and run concurrently with the 2012-2015 Collective Bargaining Agreement (CBA).

In accordance with Section D.7.5 Faculty Coordinator/Chair Assignments, the Administration determines the need and assignment for Program Coordinators. If it is determined that a Coordinator will be assigned, the following applies:


1. A minimum of three hours will be assigned to:
 - a. A course of study culminating in an AAS degree,
 - b. A course of study culminating in a certificate where no AAS is available.
2. Programs may only be combined by the mutual agreement of the College and CODFA. If there is no agreement, the College may assign 3 hours per semester of release time to each program or not assign a coordinator to one, some or all of the programs.
3. A committee comprised of three representatives appointed by CODFA and three appointed by the College may be convened to consider the following issues:
 - a. Whether multiple programs may be combined to be for less than 3 hours per program per semester release time
 - b. Whether a program may have fewer than 3 hours of release time per semester
 - c. Whether a program may have more than 3 hours of release time per semester (if the originally assigned hours are disputed by CODFA)


Use of the committee should be reserved for consideration of exceptional circumstances only.
4. For individuals who previously agreed to serve as Spring 2014 Program Coordinators and would have received more release time under the above parameters than originally agreed, the Program will receive an additional two hours of coordination release time. The affected programs are:


Heating, A/C, refrigeration	Electro-mechanical technology
Architecture / Facility Management	Fashion
CIS	Hospitality Management / Travel
CIT	Human Services
Criminal Justice	Manufacturing
Culinary Arts	MPTV
Electronic Technology	OFTI


5. There will be no reduction of agreed upon release time for any Program Coordinator for academic year 2014.

Any disputes arising under this Memorandum of Understanding are subject to the CBA.


Glenn Hansen Date
CODFA President


Robert L. Breuder Date
President, College of DuPage


Christine Monnier Date
Chair, Welfare Committee


Joseph E. Collins Date
Executive Vice-President

Addendum to 2012-2015 College of DuPage Faculty Association IEA/NEA Agreement

The Board of Trustees and the College of DuPage Faculty Association IEA/NEA (CODFA) agree to extend the current (2012-2015) Agreement through academic years 2016 and 2017 with the following changes effective Fall 2015:

Section D.6 DUTIES OF FACULTY MEMBERS Addition:

13. The College may assign the Faculty to teach in various delivery formats (for example face-to-face, on-line or hybrid).

Sections D.7.1.b TEACHING FACULTY WORKLOAD – ALTERNATIVE DELIVERY FORMATS, F. 12 CENTER FOR INDEPENDENT LEARNING (C.I.L.) / ONLINE COURSE REVISION CONVERSION COMPENSATION and LETTER OF AGREEMENT ONLINE COURSE DEVELOPMENT:

Provisions sunset end of Summer 2015. On-line classes will be developed, modified, scheduled and compensated in the same manner as face-to-face classes.

Section F.1 FACULTY REMUNERATION SCHEDULE

FACULTY STEP LANE SCHEDULE FOR 2015-16

Step Experience Factor	Range Index	A Master's Degree	B Master's Plus 20	C Master's Plus 40	D PhD or Master's Plus 75	E
1	1.00	48,124	51,974	55,824	60,636	65,449
2	1.05	50,530	54,573	58,615	63,668	68,721
3	1.10	52,936	57,172	61,406	66,700	71,993
4	1.16	55,824	60,290	64,755	70,338	75,920
5	1.22	58,711	63,409	68,105	73,976	79,847
6	1.28	61,599	66,527	71,454	77,614	83,774
7	1.34	64,486	69,646	74,804	81,252	87,701
8	1.40	67,374	72,764	78,153	84,891	91,628
9	1.45	69,780	75,363	80,944	87,922	94,900
10	1.50	72,186	77,962	83,736	90,954	98,173
11	1.55	74,592	80,560	86,527	93,986	101,445
12	1.60	76,998	83,159	89,318	97,018	104,718
13	1.65	79,405	85,758	92,109	100,050	107,990
14	1.70		88,356	94,900	103,081	111,262
15	1.75		90,955	97,691	106,113	114,535
16	1.80			100,483	109,145	117,807
17	1.85				112,177	121,080
18	1.90					124,352
19	1.95					127,625
20	2.00					130,897

FACULTY STEP LANE SCHEDULE FOR 2016-17

Step Experience Factor	Range Index	A Master's Degree	B Master's Plus 20	C Master's Plus 40	D PhD or Master's Plus 75	E
1	1.00	48,851	52,759	56,667	61,552	66,437
2	1.05	51,293	55,397	59,500	64,629	69,759
3	1.10	53,736	58,035	62,333	67,707	73,080
4	1.16	56,667	61,201	65,733	71,400	77,067
5	1.22	59,598	64,366	69,133	75,093	81,053
6	1.28	62,529	67,532	72,533	78,786	85,039
7	1.34	65,460	70,697	75,933	82,479	89,025
8	1.40	68,391	73,863	79,333	86,172	93,011
9	1.45	70,834	76,501	82,167	89,250	96,333
10	1.50	73,276	79,139	85,000	92,328	99,655
11	1.55	75,719	81,777	87,833	95,405	102,977
12	1.60	78,161	84,415	90,667	98,483	106,299
13	1.65	80,604	87,053	93,500	101,560	109,621
14	1.70		89,691	96,333	104,638	112,943
15	1.75		92,329	99,167	107,715	116,264
16	1.80			102,000	110,793	119,586
17	1.85				113,871	122,908
18	1.90					126,230
19	1.95					129,552
20	2.00					132,874

Section F.2.2.d E-RANGE REQUIREMENTS TRANSITION PERIOD Addition:

All existing D to E Personal Education Plans must be completed no later than May 31, 2016.


Section J.3 FACULTY DEVELOPMENT FUND Addition:

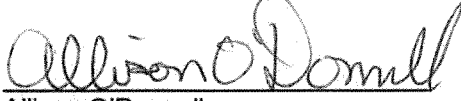
- Up to \$100 per year for work-related books (not available through other sources such as publishers, library or division offices) to the list of eligible items considered for funds.
- One graduate class may be used to meet range change eligibility requirements.
- Prior to the rejection of any Professional Development fund request the request will be reviewed by the Deans and the Vice-President Academic Affairs.
- Up to \$30,000 per year of unused Faculty Professional Development funds will be made available to supplement individual Professional Development funding, as approved by the Vice-President Academic Affairs.

This Addendum is an extension of the 2012-2015 Agreement, (including the provisions above), which shall continue in full force and effect through the calendar day immediately before the Fall Term 2017.


In witness thereof:

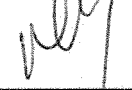
Board of Trustees



Erin Birt
Chairperson, College of
DuPage Board of Trustees
Community College #502


Allison O'Donnell
Secretary, College of
DuPage Board of Trustees
Community College District #502

Faculty Association IEA/NEA


Glenn A. Hansen
President, College of
DuPage Faculty Association,
IEA/NEA


Richard Jarman
Vice President, College of
DuPage Faculty Association,
IEA/NEA


Christine Monnier
Chairperson, Faculty Welfare
Committee, College of DuPage
Faculty Association, IEA/NEA

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