CONTRACT

BETWEEN THE OAKTON COMMUNITY COLLEGE FACULTY ASSOCIATION (OCCFA-IEA-NEA)

AND
THE BOARD OF TRUSTEES
OF COMMUNITY COLLEGE DISTRICT 535
OAKTON COMMUNITY COLLEGE

FOR
2012 through 2016
PREAMBLE

The Board of Trustees, Administration, and Faculty of Oakton Community College District 535, having negotiated this contract through a process of interest based bargaining, recognize that:

a. reasonable people acting in all good faith, may disagree as to the precise meaning and/or application of the terms of this contract, and

b. under such circumstances the grievance procedure maybe the only way that such differences can be resolved.

The Board and the Association recognize our shared, responsibility for the well-being of Oakton Community College. In the spirit of collegiality and collaboration, we affirm these words taken from Our Vision, Mission, and Values

*We promote a caring community of staff and faculty members, students, administrators, and trustees, who, in keeping with our values, work together, to fulfill our mission.*

To put into practice this vision, the Board and the Association pledge our commitment to engage in constructive communication on institutional initiatives. As initiatives are begun, we agree to identify the participants and their respective roles and define the process by which they will complete their charge and communicate decisions and outcomes. This collaborative process is documented in Oakton’s Procedure Manual, both in the Preamble, which defines it, and in P1105, Template for Decision Making, which also provides for regular review of the effectiveness of the process.

Further, when changes in accepted practices are needed or differences of interpretation may arise, in good faith and with mutual respect, we agree to employ the practices of interest-based bargaining to make needed changes and resolve any differences.

Committing ourselves to deal with one another in such a manner during the life of this contract, we hereby sign our names to it.

George Alexopoulos _____________________________ Holly Graff________________________
Paul Boisvert______________________________ Eric Staley___________________________
Carl Costanza_______________________________ Teresa Bashiri-Remetio______________
John D’Anca_______________________________ Bob Sompolski_______________________
Joan DiLeonardi___________________________ Tracy Fulce__________________________
Cecelia Hutchcraft________________________ Craig Ahrendt_______________________
William Stafford__________________________ Patricia Harada_______________________
John Stryker______________________________ Ann E. Tennes________________________
Majid Ghadiri____________________________ Kathleen Carot_____________________
Jody Wadhwa____________________________ Peg Lee_____________________________
Linda Korbel____________________________ Arnie Oudenhoven____________________
Brad Wooten______________________________
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ARTICLE I: RECOGNITION

1.1 Recognition and Representation: The Board of Trustees (Board) recognizes the Oakton Community College Faculty Association/Illinois Education Association/National Education Association (OCCFA/IEA-NEA), hereinafter the "Association," as the sole and exclusive bargaining agent for all full-time faculty at Oakton Community College in matters of wages, hours and terms and conditions of employment. Nothing contained herein shall require the Board of Trustees to bargain over matters of inherent managerial policy, which includes such areas of discretion or policy as the functions of the employer as defined through the Illinois Educational Labor Relations Act. However, the Board shall be required to bargain collectively with regard to policy matters directly affecting wages, hours and terms and conditions of employment as well as the impact thereof upon request by the Association. "Faculty" or "faculty member" as used herein refers to full-time teaching personnel, student development faculty members, and library faculty members employed by Oakton Community College. "Full-time" as used herein shall be defined as being under contract as either tenured, tenure-track, or one-year, and assigned a workload of 30 LHEs for the academic year.

1.2 Good Faith Provision: The Board and the Association recognize each other for the purposes of good faith negotiations as interpreted by the Illinois Educational Labor Relations Act.

1.3 Check-Off of OCCFA Membership Dues: Upon receipt of written authorization by a full-time faculty member to withhold from the compensation of such employee any dues payments or contributions payable by such employee to OCCFA, there shall be withheld by the Board from such employee's compensation for each of the regular payroll periods during the academic year, an amount equal to such employee's pro-rata share of the annual dues payments and contributions due from such employee to OCCFA. The amount so withheld shall be transmitted by the College to OCCFA within ten college days from the time of the withholding. This authorization shall remain in effect according to its terms; provided such may be revoked by giving fifteen calendar days written notice to the Board. Such authorization shall be deemed to be automatically revoked upon termination of employment. All such dues authorizations shall be effective no later than fifteen calendar days following their receipt by the Board. The Board shall not be responsible for the failure or refusal of any full-time faculty member to furnish such written authorization. The Association shall, in accepting such dues, agree to hold harmless and indemnify the Board for all actions taken pursuant to this article, provided the Board shall have complied therewith.

1.4 Fair Share: Employees covered by this Agreement shall be required to maintain membership in the Association or to pay, in lieu of dues, a fair share consisting of their proportionate share of the costs of the collective bargaining process, contract administration and pursuit of matters affecting wages, hours and other conditions of employment. The amount of the fee shall be certified to the Board by the Association, and
fair share deductions shall be made at the same time and in the same manner as dues checkoff deductions under Section 1.3.

Should any employee object to paying a fair share to the Association based upon bona-fide religious tenets or teaching of a church or religious body of which such employee is a member, an amount equal to the employee's fair share shall be paid to a non-religious charitable organization from a list of charitable organizations approved by the Illinois State Educational Labor Relations Board. The Association shall certify to the Board the charitable organization to which such payments are to be made, or the employee may elect to make such payments directly to the designated organization, provided that written receipts evidencing payments are supplied to the Association on a monthly basis.

## ARTICLE II: NEGOTIATIONS AND IMPASSE PROCEDURES

2.1 **Procedures for Negotiations:** Procedures for negotiations and for resolving impasses shall proceed according to the Illinois Educational Labor Relations Act (IELRA). Normally the parties agree to use the Federal Mediation and Conciliation Service as mediators of any negotiations impasse, or if a mediator is deemed necessary by either side, or if mediation is invoked by the Illinois Educational Labor Relations Board (IELRB). Should a Federal mediator not be readily available, or if the parties mutually agree, a third party not in the Federal Mediation and Conciliation Service may be sought as mediator as allowed under the IELRB using its roster or others such as ones provided by the American Arbitration Association or using an appropriately acceptable person as mediator within the scope of the IELRB.

2.2 **Costs of Mediation:** Costs of mediation, if any, shall be equally borne by the parties.

2.3 **Work Stoppage/Good Faith:** The Association recognizes and acknowledges that the Board of Trustees is entrusted by law with managerial responsibility of administering the affairs and operation of Oakton Community College and of making and adopting Board policies relating to the operation of the College. Both the Board of Trustees and Association affirm and accept the principle of good faith collective bargaining. The Association agrees that it will not during the term of this Agreement, initiate, sanction or encourage its members to engage in any unlawful strike or work stoppage on the part of its members.
ARTICLE III: ASSOCIATION RIGHTS

3.1 **Agenda Items for Board Meetings:** The Association may suggest items for inclusion on the agenda of regular meetings of the Board of Trustees by submitting the same in writing to the President at least one (1) week prior to such meeting.

3.2 **Schedule of Board Meetings:** The Board shall make available to the Association President or designee a schedule of its regular meetings and any amendment thereof and a copy of any notice of a special meeting of the Board of Trustees as soon as feasible following the posting of the notice of such special meeting.

3.3 **Copy of Board Agenda:** The Board shall make available to the Association President or designee a copy of its agenda, if any, for regular meetings at the same time that such is made available to the media. Typically this transmittal shall occur at least twenty-four hours in advance of the regular Board meeting.

3.4 **Board Minutes:** A copy of the Board minutes shall be made available to the Association President or designee.

3.5 **Proposals to Alter Conditions of Employment:** Proposals to alter wages, hours or terms and conditions of employment of faculty shall be made known in writing to the Association President, or designee, who shall promptly acknowledge whether the Association acquiesces to such changes.

3.6 **Access to Public Financial Records:** The Board shall make available to the Association President or designee current public financial and other data necessary for the Association to negotiate on behalf of faculty.

3.7 **Association Office:** The Board shall provide the Association with an office at least equivalent to room 2532.

3.8 **Access to Meeting Rooms:** The Board shall allow the Association to use meeting rooms for the conducting of Association business as long as such use is not otherwise required for other College activities. Such use shall not be pursuant to this paragraph but shall be pursuant to other appropriate Board policies if more than twenty-five percent of those attending shall be non-College employees or their spouses.

3.9 **Mail Access:** The Board shall allow the Association to use inter-campus and electronic mail. The Association shall reimburse the Board for the costs which may be assessed by the United States Postal Service or other delivery services for Association mailings.

3.10 **Bulletin Boards:** The Board shall allow the Association to display a bulletin board outside its office for Association announcements, providing such announcements are identified as originating with the Association.

3.11 **Duplicating Equipment:** The Board shall permit the Association to utilize for appropriate faculty business College duplicating equipment if such is not otherwise required for the conducting of College business affairs, provided the College may direct that such equipment be operated by a qualified employee, and provided further that the Association shall reimburse the College for any supplies furnished or machine damages, if such equipment is operated directly by the Association, and to reimburse the College for any damage done thereby and not caused by normal wear and tear.
3.12 **Leave for Association President:** The Board shall grant a leave of absence without loss of salary or benefits to the Association President or designee to attend the annual convention of an Association affiliated with OCCFA. Such leave shall not exceed four days in any fiscal year. Leave shall be requested in writing of the College President or designee at least ten college days in advance, and shall not conflict with any obligations to students, such as mid-term or final examinations or the timely submission of grades.

3.13 **Association LHEs:** The Board shall grant the Association thirty LHEs per college year, commencing with the fall semester, to attend to Association and Council of Chairs and Coordinators responsibilities.

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**ARTICLE IV: GRIEVANCE PROCEDURE**

4.1 **Definitions:** Any claim by the Association or a full-time faculty member that there has been a violation, misinterpretation, misapplication, or misconstruction of the terms of the Collective Bargaining Agreement, shall be a grievance.

4.2 **Procedures:** The parties acknowledge that it is usually most desirable for a faculty member and a faculty member's immediately involved supervisor to resolve problems through free and informal communications. When requested by the faculty member, an Association representative may accompany the faculty member to assist in the informal resolution of the grievance. If, however, the informal process fails to satisfy the faculty member or the Association, a grievance may be processed as follows:

**A. Step One:** The faculty member or the Association may present the grievance in writing to the immediately involved supervisor, who will arrange for a meeting to take place within ten college days after receipt of the grievance. The grievance shall be submitted within fifteen college days of when the occurrence might reasonably have been ascertained. If the grievant requests, he/she may be accompanied to the meeting by a member of the full-time faculty. If the Association is not the grievant, and if the faculty member accompanying the grievant is not a full member of the Association, the Association may have one of its full members as a representative at the meeting. Within ten college days of the meeting, the grievant and the Association shall be provided with the supervisor's written response, including the reason(s) for the decision.

**B. Step Two:** If the grievance is not resolved at Step One, then the Association may refer the grievance to the President of the College or designee within five college days after receipt of the Step One answer. The President, or his/her designee, shall arrange with the Association representative for a meeting to take place within ten college days of receipt of the appeal. Within ten college days of the meeting, the Association shall be provided with a written response from the President or designee, including the reason(s) for the decision.

**C. Step Three:** If the Association is not satisfied with the disposition of the grievance at Step Two or the time limits expire without the issuance of the President's or designee's written reply, the Association may submit the grievance to binding arbitration. The arbitrator shall be selected from a panel or panels to be secured from the American Arbitration Association (AAA). The arbitrator's award shall be binding. If a demand
for arbitration is not filed within twenty college days after the date for the Step Two answer, then the grievance shall be considered withdrawn.

In connection with any such arbitration, it is agreed as follows:

1. That the arbitrator shall have no power to alter or enlarge the terms of this Agreement;

2. Each party shall bear the full costs for its representation in the arbitration. The cost of the arbitrator and the AAA shall be divided equally between the parties;

3. If either party requests a transcript of the proceedings that party shall bear the full costs of that transcript. If both parties order a transcript the cost shall be divided equally between the parties.

### 4.3 General Provisions

A. If the Association and the President of the College agree, Step One of the grievance procedure may be bypassed and the grievance brought directly to Step Two.

B. A faculty member may elect to be represented at any step of the grievance procedure according to the terms specified in Sections 4.1 and 4.2. If the Association is neither the grievant nor the grievant's representative, the Association shall have the right to be represented at all formal steps of the grievance procedure.

C. No reprisals shall be taken by the Board against any faculty member because of the faculty member's participation in a grievance.

D. If a grievance meeting is scheduled at a time when the faculty member or his/her representative, or the Association representative, is otherwise assigned, such faculty member and/or representative shall be permitted to attend such meeting without loss of pay or benefits.

E. All records relating to a grievance shall be filed separately from the personnel file of the faculty member.

F. A grievance may be withdrawn at any level without establishing precedent, provided that, if withdrawn, the grievance shall be treated as though never filed.

G. Time limits may be extended upon written mutual consent.

H. Upon failure of the grievant or the Association, where appropriate, to file an appeal within the time limits provided in this Article, the grievance shall be deemed to have been resolved by the decision at the prior step.

I. Upon the failure of the grievant’s supervisor to meet the time limits as prescribed in any given step, the grievance shall be advanced to the next step, short of arbitration.
ARTICLE V: PERSONNEL FILES

5.1 Maintenance of Files

The Administration shall keep one official personnel file in the Office of Academic Affairs for each faculty member. No other official file shall be kept on faculty members except records relating to grievances, medical documentation, and discrimination complaints or for affirmative action complaints.

5.2 Placing Materials in the Permanent File

A. No material may become a part of a faculty member's personnel file until the faculty member has been sent a copy of the material and had the opportunity to sign a form acknowledging receipt of it.

B. Materials of a negative nature may be placed in the file by the appropriate supervisor whose name shall be noted on the material placed in the file.

C. Materials of a negative nature or adverse material placed in a faculty member's file may be responded to, in writing, within ten working days of its being placed in the file. Such written responses will be placed in the faculty member's file.

5.3 Viewing the File

A. A faculty member shall have the right to inspect his/her personnel, medical, and/or grievance file by appointment at any reasonable time. Requests to review these files are to be made through the Human Resources office.

B. The faculty member may be accompanied by an Association representative when reviewing his/her file.

C. An Association representative shall have the right, with the written consent of the faculty member, to inspect the faculty member's personnel, and/or grievance file.

D. A Board employee may be present during such review.

E. A faculty member shall be able to copy materials from his/her personnel and/or grievance file.

5.4 Removing Materials from the File

A. Nothing shall be permanently removed from the personnel file except by mutual consent of the Board and the faculty member, by grievance resolution, and/or as a result of a legal action.

B. Documentation of a negative nature shall be removed from the file four years after placement in the file, unless material placed in the file within the prior four years refers to the same incident or pattern of behavior referenced in the earlier documentation.
ARTICLE VI: PROFESSIONAL RESPONSIBILITY

6.1 Instructional Responsibility: The primary role of faculty is to meet their teaching obligations in a professional manner, with integrity and respect. Faculty is appointed to one or more departments. (See Deans’ guidelines on dual appointments for more information.) Faculty shall be qualified to teach their particular subject matter. They shall satisfy the requirements of the appropriate generic course syllabi, meet scheduled classes, keep posted office hours, conduct classroom, course, program and, when applicable, general education assessment activities, and fulfill scholarly obligations. Faculty will submit enrollment and grade reports to the office of Registration and Records by the established deadlines. Faculty will be informed of these deadlines at the start of each semester. Student Development and Library and Television Services faculty will also carry out the professional duties and responsibilities assigned to them.

6.2 Institutional Responsibility:

Faculty responsibility for curriculum development is a collaborative process involving departmental faculty and approval by the appropriate dean. New and revised curriculum must be approved by the Curriculum Committee, a standing committee of the Faculty Senate, chaired by a full-time faculty member.

Faculty will comply with institutional and external reporting requirements.

In order to ensure an equitable distribution of institutional service, all full-time faculty members are expected to participate in department and division activities during each academic year. This includes participation on appropriate standing and/or ad hoc committees within their department and division.

Faculty members in their first year will not be asked to serve on college-wide committees unless they have expertise that no other faculty member possesses. If the administration is interested in assigning a faculty member to a college-wide committee in his/her first year, the Association will be consulted and its views considered before making the assignment. Faculty members in their first year may volunteer for college-wide committees, but they will ordinarily be expected to focus only upon divisional and departmental responsibilities.

In each year after the first year, each faculty member is normally expected to provide other service to the institution, in addition to fulfilling divisional and departmental responsibilities. This service can be fulfilled by participating in one or more college-wide activities. These activities include, but are not limited to:

- A College-wide committee or task force. Unless performing substantive institutional service by other means below, faculty members will ordinarily serve on one or more such committees during each 5-year evaluation period. To ensure an equitable distribution of institutional service, faculty members should try to avoid serving in more than one major committee position at a time. Exceptions may be made if the faculty member is invited to serve on more than one such committee because of individual skill or knowledge.
- Faculty governance
- Accreditation studies
- Student activities, including advising student clubs and organizations
- College-related community activities, as mutually agreed upon by the faculty member and dean
- Planning and/or implementation of College-wide professional development activities, including workshops, conferences, courses, seminars, etc.
- College-related external professional meetings and activities, as mutually agreed upon by the faculty member and dean
- Search committees outside of the faculty member’s department or field of expertise
- Planning and/or implementation of College-related social or fund-raising functions
- Other activities related to the educational process that are of substantive benefit to constituencies within the College community

Participation in institutional service activities shall be documented for purposes of evaluation.

6.3 Outside Commitments: Full-time employment by the College requires professional commitment from faculty members. Therefore, although outside employment and other outside commitments are at the discretion of the faculty member, such employment or commitments must not interfere or conflict with a faculty member's performance of contractual obligations.

6.4 Faculty Office Hours: Deans shall be notified of faculty office hours before the end of the first instructional week of each term and shall make arrangements so that office hours and class schedules are on the appropriate office doors before the end of the second teaching week. Faculty members will notify their dean of any subsequent modifications to this schedule and post the corrected version on their office door. It is understood that an office hour is the 50-minute academic hour. Faculty members are not expected to hold office hours on days when they have no instructional responsibilities.

A. Academic Year:
Teaching faculty members, including Student Development Faculty, will maintain ten regular office hours per week, primarily so that they may be available to students. Up to five of those office hours can be accounted for by regularly scheduled college activities, such as division, department, and committee meetings, voluntary study groups, task forces, institutional committees, or professional development workshops.

Normally, at least five office hours will be maintained in the office and posted for meeting with students. However, faculty members teaching Internet/Web-based courses may schedule some of these office hours to be spent on-line for students enrolled in these courses, with the number to be proportional to the percent of teaching load that is on-line. Instructional time on-line may not be counted as on-line office hours. Faculty who do not teach on-line may schedule one or two of their office hours on-line to provide additional options for students.

If a faculty member’s teaching load includes courses that do not meet over the full semester, the actual number of office hours may vary in some weeks, but will average out to ten per week over the course of the semester.
The work week for library and media services faculty is defined in the Workload Policy (4107); their scheduled hours include office hours.

When student demand permits, scheduled office hours may also be used by the faculty member for teaching preparation, evaluation of students’ work, review and development of instructional methodology, and professional reading.

B. **Summer Office Hours:**
Office hours for faculty members teaching during the summer term(s) will be 3 hours per instructional LHE. For example, a faculty member teaching 6 LHEs is responsible for a total of 18 office hours for the summer term. Office hours are to be scheduled primarily so that faculty members will be available to students. When student demand permits, scheduled office hours can be used for other on-campus activities as agreed upon by the faculty member and the appropriate dean. Based upon institutional need, a faculty member may request to schedule some hours outside the term of instruction. All such requests must be approved by the appropriate dean. (See also Section 10.2 C)

6.5 **Professional Development**

It is understood that full-time faculty members engage in professional development activities that enable them to maintain their professional skills and currency in their fields, consistent with the standards of their disciplines and of the academic profession. Faculty members are expected to engage in professional development activities that are intended to improve the quality of their students’ learning. These activities may include using technology in discipline-appropriate ways, focusing on teaching methodology to facilitate the learning process, and/or working with a diverse and multi-cultural student population. The organizational structure of faculty development at Oakton and a list of faculty development options supported by the College and procedures associated with them is compiled in the report, Faculty Development Program Activities March 22, 2011, which may be accessed through myOakton.

In keeping with their commitment to ongoing professional development, faculty members will submit a portfolio to their dean of their professional development activities by May 1 of each academic year.

A. **Oakton Courses/Workshops:** Faculty members participating in Oakton courses/workshops that meet on a regular basis for the equivalent of .5 or more lecture hour equivalents (LHEs) may be compensated with stipends for a maximum of 2.5 LHEs of overload pay per fiscal year, with the following stipulations.

- Faculty who have announced their retirements shall not receive compensation for participating in such courses/workshops.
- Faculty on one-year contracts shall not receive compensation for participating in such courses/workshops.

The limitations shall not apply to the **New Faculty Seminar**, in which new tenure-track and one-year contract faculty members may participate with compensation.
B. **Instructional Professional Competence:** In order to maintain currency in all fields and/or to update certification in certain fields (such as health career and technology programs), full-time faculty are eligible and may apply to Academic Council for up to 3 LHEs of released time from their teaching duties during one semester (including summer) every other year of service in order to enroll in graduate level courses in their fields or special certification training. Approval of such released time is subject to budgetary considerations and institutional need.

C. **Required Certifications/Licensures:** Faculty members who are required by the College to acquire or to maintain a current license and/or certification in order to perform their responsibilities at the College (including Nursing, Cisco Certification, Counseling, Accounting, Microsoft, ASE, ASHRAE, Paramedic, or any new required certifications) shall be reimbursed by the College for the full cost related to the license or certification (i.e., license fees, testing fees), not from the faculty member’s individual professional development funds. Reimbursement will be requested by the faculty member and the Dean with approval from the Vice President for Academic Affairs.

D. **Funding for approved professional development activities:** Oakton provides financial support for professional travel, memberships in professional organizations, books, periodicals, and instructional materials. Over a two-year period, each faculty member may be reimbursed for a total pool of $5400 for Years 1 and 2 of the contract, and $5500 for Years 3 and 4, for approved professional development activities relevant to his/her area of teaching. Faculty members may use this 2-year pool of professional development funds in ways that are appropriate for their disciplines and best support their teaching and other institutional responsibilities.

1. Faculty members may choose to spend up to the entire $5400 for Years 1 and 2, and $5500 for Years 3 and 4 on graduate tuition and fees.
2. Faculty members may choose to spend up to $1500 of their total pool on conference registrations.
3. Faculty members may choose to spend up to $2000 of their total pool on travel expenses for approved conferences.
4. Faculty members may choose to spend up to $600 for Years 1 and 2, and $700 for Years 3 and 4, of their total pool on books, software, or other instructional materials that support teaching or on non-required memberships in professional organizations.
5. The first two-year period will begin August 13, 2012.
6. New faculty hired after the start of a two-year period will be eligible for a pro-rated pool.

E. **Procedures:** The approval process for reimbursement will be as follows:

1. Faculty members will submit requests for professional development support and their deans will respond in a timely manner. Requests for travel, tuition reimbursement, and professional materials/memberships shall be submitted in writing to the appropriate Dean following College procedures and deadlines.
2. In the event a faculty member’s request is denied, upon request, the dean will provide a written explanation detailing the basis for the denial.
3. Upon request, faculty members will be provided a statement indicating what has been disbursed and what remains in their professional development fund.
F. **Professional Development Portfolio:** Faculty members will track their professional development activities in a portfolio on a yearly basis. Portfolio contents will reference the professional development activities in which they have participated at Oakton and outside Oakton and document the activities as follows:

1. A listing of professional development sessions attended or presented during Orientation Week and sessions sponsored by Oakton’s CPD during the year, as well as Oakton classes and seminars. It may also include other Oakton opportunities such as cultural events or public forums.
2. Reports on any conference for which Oakton funding was provided.
3. Projects that faculty members submit upon completing professional development seminars, faculty fellows, and sabbaticals.
4. Transcripts or certificates of completion for course work.
5. Publications and other relevant documents related to professional development activities.
6. A listing of additional conferences, public presentations, performances, exhibits, or other relevant professional work.

6.6 **Academic Rank**

The criteria and procedures for designation of academic rank for new full-time faculty members and for promotion of current faculty are detailed in Procedure P4108, Academic Rank. Professional Advancement Credits are the units used in this process and documented each year through faculty submission of a portfolio of their professional development activities. All full-time faculty are required to submit this portfolio, regardless of their academic rank, as documentation of their institutional service and professional development activities during the preceding year.

6.7 **Faculty Evaluation:**

All full-time faculty members, both non-tenured and tenured, will be formally evaluated as mandated by and in accordance with Board Policy 4113 and Procedure P4113, and Policy 4115 (which governs the related area of Probation, Job Security and Non-Retention) as they are currently constituted at the time this contract is signed or as they may be amended or revised thereafter. The Board and Association agree that Board Policies 4113 and 4115 and Procedure P4113 shall not be changed during the contract without mutual agreement. They also agree that Procedure P4113 is the document referred to in Policy 4113 as the “evaluation procedure manual.”

The Board and Association agree that, if Policies 4113 and 4115 and Procedure P4113 have been properly followed and executed, the supervisor’s final judgment of the faculty member’s performance rating resulting from the evaluation is not subject to the grievance procedures in Article IV of this agreement. Violations of Policies 4115 or 4113 or Procedure P4113 that are made during the process of making the evaluation are subject to the grievance procedures in Article IV of this agreement.

6.8 **Administrative Interventions:**

The Faculty Association will be notified when an administrative intervention occurs.

A. **Skills and/or Subject Knowledge – Remediation**

If the dean determines, as a result of either a full evaluation or an administrative intervention as provided for in the current Board Policy 4115, that a faculty member’s skills and/or subject knowledge is deficient, and paragraph B below
does not apply, the dean, in consultation with the faculty member, will prepare a plan and a timetable for remediation.

In those cases where the skills in question are classroom/teaching skills, the dean and the faculty member can immediately develop a remediation plan that may include working with a mentor, sitting in on classes to observe the teaching techniques of veteran faculty members, and/or registering for classes and/or staff development workshops that focus on teaching skills.

In those cases where the skills in question relate to subject knowledge and/or skills, within the first ten college days of the faculty member’s being notified that remediation is required, the dean or faculty member may request the department/program chair or a mutually agreeable outside consultant appointed by the dean, after consultation with the department chair, to participate in the formulation of the plan. If the dean and the faculty member cannot agree on a consultant, the dean will provide the faculty member with a list of three acceptable consultants, from which the faculty member shall choose one. Consultant fees and expenses will be paid by the institution at no cost to the faculty member or the Association.

The plan will be presented by the dean, in writing, to the faculty member within six instructional weeks of the faculty member's being notified that remediation is necessary. The faculty member will not be required to begin implementation fewer than sixty calendar days after receiving the plan but must begin implementation within ninety calendar days after receiving the plan. The faculty member may not be required to engage in the remediation plan during the summer. However, should a faculty member who has been notified of the need to remediate request a summer load, such load, if assigned, will involve in part or in whole remediation activities.

If the dean and the faculty member mutually agree that extraordinary circumstances require deferral of implementation, the conditions of such deferral and a new date for implementation must be recorded in writing. Should a faculty member request a deferral and the dean not agree, the faculty member may appeal to the appropriate vice president.

Courses will be taken at state colleges and universities, unless it can be proven that appropriate remediation courses are available only at a private institution or the faculty member requests otherwise. Remediation activities requiring travel shall take place at locations within a radius of 75 miles from his/her assigned campus. Online courses may be used as a part of the remediation process. Exceptions must be mutually agreed upon by the dean and the faculty member. Remediation activities will be assigned as part of load, but not as overload.

The institution will provide support for the faculty member through tuition reimbursement, professional development and professional travel monies available to the faculty, providing the College procedures for allocating such monies are observed.

The faculty member has the right to refuse the remediation plan. In this case, or should subsequent evaluation reveal continuing deficiency, the dean may initiate
probation procedures, according to the Probation, Job Security and Non Retention Policy (4115). However, as long as the faculty member is actively carrying out the remediation plan according to the established schedule, he/she may not be placed on probation.

B. **Personal and/or Professional Behavior – Diminished Capacity**

In instances where there are compelling indications of diminished capacity of a faculty member in one or more areas of professional responsibility, as evidenced by personal and/or professional behavior, the administrator/supervisor will intervene.

The primary goals of the intervention will be to assure the continued, ongoing delivery of high quality instructional service to students and the recovery of the faculty member to the fullest extent possible.

The initial intervention will occur in a meeting with the faculty member. In advance of that meeting, the administrator will inform the faculty member of the reason for the meeting and of the faculty member’s right to choose a personal advisor. When mutually agreed upon, an additional advisor may also be present during that and subsequent joint meetings. In all cases the individuals involved will maintain the confidentiality of the persons, processes, and plans discussed in this and in all subsequent meetings.

The purpose of the meeting will be to discuss with the faculty member the circumstances and concerns that have prompted the intervention. In addition, the administrator will describe the behaviors that have been documented, review and clarify administrative expectations, and provide the faculty member and personal advisor(s) with an opportunity to respond and offer additional information.

Based on the discussion, the administrator, in collaboration with the faculty member and the personal advisor(s), will develop a written plan for addressing/managing the situation. Nothing in that plan may conflict with the provisions of this contract. The faculty member has the right to decline participation in the development of the plan, in which case the administrator will develop the plan independently. In any case, the faculty member will be provided with the plan and a copy will be placed in the faculty member’s personnel file. The plan shall be unique in its responsiveness to the circumstances of the individual situation, but consistent in its fairness, sensitivity, and recognition and protection of faculty and administrative rights and responsibilities. In addition, the plan will be consistent with the provisions of the Americans with Disabilities Act and other applicable laws, regulations and college policies.

The plan may include, but will not necessarily be limited to the following components: follow-up discussions; continuing involvement, at the option of the faculty member, of a personal advisor(s); procedures for monitoring the situation for a specified period of time; temporary modification in and/or reassignment of duties, and referral (with the cost of this initial referral to be paid by the College) to a mutually agreed upon external consultant / physician / expert. In case the administrator and the faculty member can’t agree on that person, the Vice President for Academic Affairs and the President of the Faculty Association will make the selection according to Board Policy 4106. Reports from the
consultant/physician/expert of a medical nature will be retained in a confidential file separate from the faculty member’s personnel file in the office of the Associate Vice President for Human Resources.

The faculty member has the right to decline to participate in the plan for addressing/managing the situation. In this case, or should subsequent evaluation confirm continuing failure to function effectively in one or more areas of professional responsibility, the administrator may initiate the probation procedures associated with Board Policy 4115.

ARTICLE VII: ACADEMIC FREEDOM

7.1 **Statement of Principles:** Each faculty member shall meet generally accepted standards of professional conduct. Academic Freedom as defined in the following Statement of Principles is derived largely from those established by the American Association of University Professors. It is an expression with which the parties agree as a statement of general objectives and guidelines.

A. Faculty members are entitled to full freedom in research and in the publication of the results, subject to the adequate performance of other duties; but research for pecuniary return should be based upon an understanding with the Board of Trustees. [See also Article XII]

B. Faculty members are entitled to freedom in the classroom in discussing their subjects but should be careful not to introduce into their teaching controversial subjects which have no relation to their subject. Limitations of academic freedom because of other aims of the College should be clearly stated in writing at the time of appointment.

C. Faculty members are citizens, members of a learned profession, and officers of an educational institution. When they speak or write as citizens, they should be free from institutional censorship or discipline, but their special positions in the community impose special obligations. As people of learning and educational officers, they should remember that the public may judge their profession and their institution by their utterances. Hence, they should at all times be accurate, should exercise appropriate restraint, should show respect for the opinion of others, and should make every effort to indicate that they are not institutional spokespersons.

7.2 **Instructional Materials:** Faculty members shall be free to present instructional materials which are pertinent to the subject and level taught and shall make every effort to present all facets of controversial issues in an unbiased manner. Selection of materials based on methodology is at the discretion of the individual faculty member. Selection of materials based on course content and learning objectives must be the result of departmental consensus. Consistency in course content and learning objectives is required both for compliance with Illinois Community College Board (ICCB) regulations and for appropriate communications in college documents.
ARTICLE VIII: COLLEGE YEAR AND FACULTY ATTENDANCE

8.1 College Calendar: The work year for the faculty consists of 169 days during which faculty are expected to be on campus. The work year is allocated as follows:

A. 153 instructional days (not all faculty members will be teaching a class on each instructional day);

B. 4 days (2 each semester) to be used for instruction or final student evaluations or culminating course activities. Classes not scheduled to meet on these days and classes which do not meet for the duration of a semester will ordinarily use the last class session(s) for instruction or final student evaluations or culminating course activities;

C. 2 grading days (1 each semester);

D. Commencement (1);

E. 9 designated days for such activities as professional development, course preparation, student orientation/assessment/advising/registration, and college/department activities.

8.2 Holidays:

A. The following holidays shall be scheduled in the College calendar, on which days the faculty is not required to work:

- Martin Luther King Day: Third Monday in January
- Presidents' Day: Third Monday in February
- Independence Day: July 4
- Labor Day: First Monday in September
- Veterans' Day: November 11
- Thanksgiving Recess: Fourth Thursday, Friday, Saturday and Sunday in November

When Independence Day or Veterans’ Day falls on a Saturday or Sunday, the administration shall determine whether it will be observed on the Friday before or the Monday after; if there is no school on Friday, the Board will select Monday. When July 4th falls on a Friday, Saturday, or Sunday, it shall be celebrated on the following Monday.

B. Faculty members wishing to fulfill religious observances will request personal days to do so. In this case, a day may be defined as a 24 hour period, such as from sundown on one day to sundown on the next day. [See also Section 9.1 C]

8.3 Faculty Work Week:

A. Standard Work Week: The work of the College takes place seven days a week. Normally, faculty members work five days a week. Faculty members are expected to be on campus the days their classes meet, as well as the days they have institutional commitments, such as Student Development assignments, Library/Media Services assignments, or college meetings and committee work, in addition to the days specified contractually for activities such as orientation week, commencement, and evaluation/grading days, as defined in Section 8.1. It is recognized that faculty
members’ professional responsibilities may also require them to work off-campus as well as on-campus for class preparation, grading of student work, and/or other professional activities. To meet their committee responsibilities, faculty may need to be on campus on days they are not otherwise scheduled.

8.4 Faculty Attendance: Exceptions to on-campus attendance may be made by the dean after consultation with the faculty member. Class cancellation shall require approval by the appropriate dean.

A. Should a faculty member not be present on one of their scheduled working days, and should such absence not have received prior approval of the dean, the faculty member is responsible for notifying the appropriate division/area office of his or her absence. An exception is an absence associated with a bereavement leave. [See Section 9.1 B]

B. A faculty member who does not self-report an absence will be considered on unauthorized leave. The following sequence of sanctions may be initiated:

1. Upon the first instance of failure to self-report, a letter will be sent to the faculty member by the dean notifying him/her of the responsibility to report all absences and declare whether sick or personal days should be assessed for this instance. The faculty member will be told that any further unreported absences will be treated as unauthorized leave. The faculty member will then be assessed sick/personal time commensurate with the unauthorized leave.

2. Upon the second instance of failure to self-report, the dean will authorize the deduction of wages from the faculty member’s pay commensurate with the length of the unauthorized leave. A second letter will be sent to the faculty member notifying him/her of this action and the reasons for it.

3. A third instance of failure to self-report will be considered to constitute a deliberate disregard for College policy and will be judged sufficient cause for initiating disciplinary probation.

ARTICLE IX: LEAVES

9.1 Paid Leaves

A. Sick Leave: At the beginning of each academic year, each faculty member shall be credited with fifteen days of leave for full service for the academic year. Sick leave shall not accumulate to more than 390 days (3120 hours).

Employment for less than the full academic year shall entitle the faculty member to pro rata credit. Sick leave for summer employment will be credited at the rate of .5 sick days per LHE, with a limit of six LHEs. Sick days taken in the summer will be deducted as one sick day for each day used.
Sick leave may be taken for: (1) personal illness; (2) medical treatment or examination which cannot reasonably be scheduled during a faculty member's non-working hours; (3) quarantine at home; (4) serious illness of spouse, domestic partner, or legal dependents; (5) child birth.

Sick leave may be taken in half-day increments. Occasionally, with the approval of the appropriate dean, on those times when a full-/or half-day assessment may not be warranted, one quarter sick/personal day may be assessed a faculty member who is unable to attend a scheduled meeting.

Sick pay will be paid at a rate of one hundred percent of base pay at time of illness for the first 180 working days for any one illness. After 180 working days, sick pay will be paid at a rate of eighty percent of base pay.

Absence due to injury or illness incurred in the course of the faculty member's employment shall not be charged against the bargaining unit member's sick leave days provided the faculty member shall receive the insurance authorized under the Illinois Workers' Compensation Act for the duration of such absence instead of his/her regular salary.

No one shall collect worker’s compensation and sick leave for the same day.

B. **Bereavement:** In the event of a death in the faculty member's immediate family (spouse, domestic partner, or child), the faculty member shall be entitled to up to five consecutive college days' leave without loss of salary. A faculty member shall be entitled to three days' leave without loss of salary to attend the funeral of his/her parents, or those of his/her spouse, domestic partner, brother, sister, grandparents, step-parents, or a relative living in the faculty member's household. If more days are needed, a faculty member may use any unused personal leave days to which he/she is entitled. If more days are needed, the faculty member's dean, or appropriate administrator, may allow a faculty member to use accumulated sick leave. Personal leave day(s) may be taken to attend other funerals. In the event that a faculty member has previously used his/her personal leave days, or if additional day(s) are needed, the faculty member's dean, or appropriate administrator may allow a faculty member to use accumulated sick leave.

C. **Personal Days:** Each faculty member is entitled to five College days for personal business, including the observance of religious holidays during each academic year, including summer. Personal days taken will be deducted from sick leave. Personal days may be taken in half-day increments. Faculty members will notify their dean no later than 48 hours in advance of the use of personal days and will assure proper arrangements have been made concerning classes for the day. In an emergency, notice shall be given as soon as possible to the appropriate dean. No approval or justification is required except in the following periods, when approval must be obtained from the appropriate dean or administrator:

1. Orientation week(s)
2. The first week of classes of a new semester
3. The College day before and the first College day after a scheduled holiday period
4. Evaluation days at the end of the semester

5. Two or more consecutive days

D. **Witness and Jury Duty**: A faculty member may be absent to appear in court as a jury member or as a witness in a criminal court action.

A faculty member who anticipates such an absence shall inform the dean immediately and, while on leave, keep the school informed as to possible length of absence.

E. **Temporary Leaves--Professional Purposes**: The Board recognizes the importance of the continued professional growth of its faculty members. Therefore it may, within budgetary limits, provide for substitute teachers, expenses, and paid leaves of absence, not deducted from sick leave, for attendance at such workshops and professional meetings as the administration determines will further the goals of the College. The granting or denial of any such leave shall be at the sole discretion of the Board and shall be non-precedential.

F. **Sabbatical Leaves**:

Normally, sabbatical leaves shall number five each academic year. At any time during or after the sixth consecutive year of full-time teaching at Oakton Community College (all FMLA leaves and/or any parental leave are excluded from the count of consecutive years), any faculty member may apply for a sabbatical leave. Such a leave may be for one semester at full pay, one year at half pay, or for the summer session at a flat rate equal to current summer school contractual salary. The Board of Trustees will set aside funds to provide for such sabbatical leaves, subject to budgetary considerations.

The purpose of a sabbatical is to improve the quality of the faculty member’s services so that both the faculty member and the institution benefit from the sabbatical experience. Such leave is not intended to provide opportunities for financial gain. Thus, if a faculty member receives income in connection with the work for which he or she is granted the sabbatical, the school’s contribution will be reduced and/or refunded if that income, coupled with sabbatical pay, exceeds his or her contracted College salary for that academic period.

The purpose of the sabbatical may be accomplished in any number of ways, singly or in combination, including but not limited to advanced study at an accredited institution in a major or cognate field, professional research and/or writing, development of materials pertinent to a field of study, or academic- or subject-related travel.

The benefit of granted sabbaticals should extend to all areas of Oakton Community College--its procedures and organization, its students, and the community it serves.

Any faculty member who receives a sabbatical leave shall:

1. Return to Oakton Community College for at least one year or repay the money received while on sabbatical leave;

2. Retain all rights and privileges of faculty members, including retirement contributions and insurance, and receive salary increments;

3. Report documenting progress toward fulfilling the requirements of the sabbatical project; and
4. Submit a report to the President within sixty calendar days of returning to work, verifying full compliance with the terms of the sabbatical contract and shall submit a duplicate of this report to the Library. If the report is accepted by the President, salary increments shall be awarded.

Applications are to be made by a date in March, to be designated by the Committee, for any sabbatical leave that is to occur during the following fall, spring, or summer semesters. Reasonable exceptions to this deadline may be made by the joint Administrative-Faculty Sabbatical Leave Committee to which the application is made. Applicants will receive written notification of the acceptance or denial of their sabbatical proposal no later than the last day of the semester in which it was submitted.

The joint Administrative-Faculty Sabbatical Leave Committee shall be composed of two faculty members elected from each division and one administrator appointed by the President. The terms of faculty membership on the committee shall be staggered two-year terms. None of the members of the committee shall themselves be applicants for a sabbatical leave. This committee shall:

1. Choose its own faculty chairperson from among those who have already served a one-year term;
2. Disseminate the established criteria that will be used by the committee in the awarding of sabbatical leaves;
3. Disseminate the established procedure for sabbatical leave proposal applications;
4. Hold informational meetings for prospective applicants/candidates;
5. Receive and review applications;
6. Seek clarification from faculty applicants if their applications are unclear or incomplete;
7. Make recommendations to the President;
8. Provide written notification to those who were denied leave as to the reasons for the committee's decision; the committee chairman will then submit approved sabbatical proposals to the Library.

The following criteria will be used to rate proposals:

1. Benefit to the institution
2. Benefit to the professional development of the individual
3. Completeness and thoroughness of the proposal, including appropriate support from within and/or outside the College. If the proposal requires administrative commitment (e.g., large expenditures, new programs, etc.), support from the appropriate administrator must accompany the proposal.
4. Realistic possibility for completion of stated goals

The joint Administrative-Faculty Sabbatical Leave Committee shall make its recommendations to the President of the College by April 15th for all sabbatical leaves to
occur during the following fall, spring, or summer semesters. The President will report his/her final decision to the Board of Trustees and the successful applicants within thirty calendar days.

9.2 Unpaid Leave

A. Parental Leave: Any full-time faculty member shall be eligible for an unpaid parental leave for the purpose of rearing a child under five years of age.

1. The request for parental leave shall be made, in writing, to the appropriate Vice President or designee, with copies to the Associate Vice President for Human Resources no less than ninety calendar days before the estimated onset of the leave. If the faculty member is bearing a child, the leave request shall include appropriate supporting medical documentation, including anticipated date of delivery.

   If the faculty member is not bearing a child, the faculty member shall provide the name and age of the child to be cared for.

2. Providing the provisions of Section A of this article have been met, the beginning date of the parental leave shall be at the faculty member's choice, either:

   a. The end of the College semester preceding the estimated leave day; or

   b. The estimated date of delivery or the actual date of delivery; or

   c. The day immediately following the date at which the faculty member's physician indicates that she is no longer sick and, therefore, no longer eligible to use accumulated sick leave; or

   d. The estimated day or actual date of the onset of parental care, or

   e. The date the faculty member has exhausted accumulated sick leave if it is prior to the date determined under item c above.

3. The ending date of the parental leave shall coincide with the start of a College semester.

4. The parental leave shall not exceed two consecutive academic semesters excluding summer. The faculty member would be entitled to a leave under the provisions of FMLA preceding any parental leave.

5. The faculty member may continue employee benefit coverage at no cost to the College by applying to Human Resources thirty calendar days prior to the requested leave and by paying for the first month of elected coverage. Continued coverage is available upon paying the monthly payment at the start of the month for which coverage is requested.

B. Long Term Personal or Professional Leaves: Long term personal or professional leaves of absence without pay of one to two semesters' duration may be granted to faculty members when submitted through the appropriate administrative office to the President of the College and approved by the Board of Trustees. Except under extraordinary circumstances, no extension of leave beyond two semesters will be considered.
1. During the last semester of their leave, by March 1st of the spring semester or by October 1st of the fall semester, faculty members on long-term leave will be required to notify the appropriate vice president of their intention to return the following semester.

2. Persons on long-term leave may be permitted to teach on a part-time basis at rates for overload salary.

3. Faculty members on personal leave for two semesters of an academic year shall not advance a step. Faculty members on personal leave for one semester will advance when appropriate by other provisions of the contract.

4. Faculty members on professional leave will advance one step in their lane upon submission, in writing, of a report of their activities to the President verifying compliance with the conditions of their leave. Such faculty members who do not submit this report shall stay in the same step in their lane. This provision will apply only in those years when all faculty members advance a step.

5. The faculty member will be eligible for fringe benefit coverage at no cost to the College by applying to the Human Resources office, thirty calendar days prior to the requested leave and by paying for the first month of elected coverage. Continued coverage is available upon paying the monthly payment at the start of the month for which coverage is requested.

6. A faculty member on professional leave shall be eligible for tuition reimbursement. A faculty member on personal leave shall not be eligible for tuition reimbursement. Any faculty member who receives tuition reimbursement while on professional leave shall return to the College for at least one year or repay the school the tuition reimbursement received while on professional leave.

7. Nothing herein shall be construed as denying the Board the right to grant an unpaid leave of absence to a faculty member for any purpose or duration.

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**ARTICLE X: CONDITIONS OF EMPLOYMENT**

**10.1 Class Size:**

A. The Board acknowledges the desirability of limiting the enrollment of students in order to promote effective teaching methodologies and student learning. In addition, a reasonable capacity afforded by the physical facilities and safety limitations will be considered. On occasion, a department/program may recommend and the Council of Deans may approve a smaller class size for an instructor or section to encourage the use of new technologies and/or pedagogically appropriate teaching methods. The Board further acknowledges that where practice has dictated the closure of a class to additional enrollment, the affected faculty member should be contacted and his/her approval sought before admitting any additional students to the class. The Deans’ Guideline on Reduced Class Size provides examples of projects and courses for which class size may be reduced and defines the process for requesting such reduction.
B. For some lab courses, where student enrollment and the nature of the course warrants, the dean, after consulting with the department/program chair and/or appropriate faculty member, may authorize a lecture section with a larger-than-usual allocation requiring two companion laboratory sections. Each laboratory section will carry its own LHEs for the faculty member assigned, even if the same faculty member teaches the lecture and both lab sections.

10.2 Teaching Load: [See also Appendix A: Workload Policy 4107].

A. Full-Load and Overloads: Definitions

1. Lecture Hour Equivalents (hereinafter LHEs or LHE) determine how loads are calculated.

2. Ordinarily, an individual faculty member’s full load shall be thirty LHEs during the regular academic year, which consists of the fall and spring Semesters. The portion of the full load that occurs in (or is assigned to, in the case of interim terms) each semester is called the base load for that semester. Spring Base Load is 30 LHE's minus Fall Base Load. For example, a Fall Base Load of 17 LHE's might be assigned, making the Spring Base Load 13 LHE's.

An individual faculty member who is required by the College to acquire or maintain a license and/or certification in order to perform their responsibilities at the College (e.g., Nursing) may distribute the thirty (30) LHEs of base load among the fall, spring, and summer semesters. Such a distribution will be requested by the faculty member and the Dean at the start of the fall term, specifying the base load in each of the three semesters, with approval from the Vice President for Academic Affairs.

3. Ordinarily, Fall Base Load is 15 LHEs, and, therefore, Spring Base Load is also 15 LHEs. When the needs of the College warrant, a different Fall Base Load, ordinarily consisting of from 12 to 18 LHEs, may be recommended by the Dean and the faculty member for approval by the Vice President for Academic Affairs, in accordance with the Workload Policy in Appendix A.

During their first semester of full-time employment, the base load of newly hired faculty will include 3LHEs to accommodate participation in required new faculty orientation activities.

4. Faculty overload, other than summer overload is defined as any LHE or portion thereof, occurring in (or assigned to, in the case of interim terms) the fall or spring semester, beyond the full load of thirty LHEs. Faculty overload as defined above does not include summer overload, which is defined in section 10.2 B3 and 10.2 C4E.

Any portion of the fall faculty load beyond the Fall Base Load is faculty overload. Any portion of the spring faculty load beyond the Spring Base Load is faculty overload. For example, in spring, if a faculty member’s Spring Base Load is 13 LHE’s, and she has a total load of 20.5 LHE’s, her faculty overload is 7.5 LHE’s. Overload assignments are voluntary on the part of faculty, except for built-in overload, as described in section 10.4 B. 5.
5. Deans have responsibility and authority for assigning faculty schedules. Ordinarily, this will be accomplished in consultation with department/program chairs/coordinator.

B. Conditions for Full-Loads, Overloads and LHEs

1. Full-time faculty members shall have first preference of classes to teach. If any faculty member’s class has insufficient enrollment resulting in a load that does not meet base load obligations for the term, the affected faculty member shall be assigned a class of an adjunct or part-time faculty member that the full-time faculty member is appropriately qualified to teach.

2. As part of base load or overload, a full-time faculty member who is qualified, with the concurrence of the dean(s) and chairs of the affected departments or programs, may teach a specific course or courses requested by the faculty member, outside their appointed department. These courses will be selected from among those that would be available to a part-time faculty member. Institutional benefit will be the main criterion according to which the decision will be made.

3. In the fall or spring term, providing all full-time faculty members who are appointed to a department have base loads, faculty members desiring overloads may be assigned up to nine (9) instructional LHEs per term, which, when added to summer overload not to exceed eighteen (18) total instructional LHEs for the academic year and summer. For faculty members having both instructional and institutional overload assignments, other than department/program chairs and coordinators, the total number of overload LHEs may not exceed twenty for the academic year and summer.

4. Overload assignments are voluntary on the part of the faculty. No faculty member within a discipline will receive two overload courses before other faculty members who want them have one course, in consistency with contractual agreements on departmental seniority. Overload assignments may not conflict with a faculty member’s other responsibilities. During their first semester of employment, newly hired faculty may be assigned no more than 19 LHE’s total load.

5. Overload assignments consist of class hours, office hours, and preparation time in addition to a faculty member’s base load. Faculty members who are assigned instructional overload courses totaling less than three LHEs will observe one additional office hour per week. For each overload course that carries three or more LHEs, faculty members will observe one additional office hour per week. This provision does not apply to built-in overload. [In some cases, no schedule can be assigned a faculty member that achieves his or her minimal base load for the spring term without exceeding the LHE’s of that base load. In such cases, the required overload is called built-in overload.]

6. During the semester in which the overload is taught, the faculty member receives compensation above that for the base load for the number of LHEs assigned to the overload course(s).
7. A faculty member may agree to teach courses compensated on a headcount basis in order to maintain the viability of a program or to allow students to complete their degree or certificate program in a reasonable period of time. If this faculty member comes within one LHE of full load, but does not reach 30 LHEs, the dean may assign the faculty member to an alternate institutional assignment to make up the deficit.

8. If 75% of a faculty member’s load consists of courses that are near or at full allocation in a given semester, the deans may allow one section to be taught at full LHE allocation, if it has a pedagogically sound minimum number of students (ordinarily, at least 7-9).

9. The deans, in consultation with the faculty member and department chair/coordinator, may allow the first time offering of a new course to be taught at full LHE allocation, if it has a pedagogically sound minimum number of students (ordinarily, at least 7-9).

10. Late-start classes may be used as base load provided that when load is assigned, the faculty member and the dean in consultation with the chair approve a plan to be implemented if the late-start class has insufficient enrollment resulting in a load that does not meet base load obligations for the term,

   a. If a base load late-start fall semester class has insufficient enrollment, the affected faculty member shall be assigned the late-start class of an adjunct or part-time faculty member that the instructor is appropriately qualified to teach, or section 10.2.A.3 can be used.

   b. If a base load late-start spring semester class has insufficient enrollment, the affected faculty member shall be assigned a class of an adjunct or part-time faculty member that the instructor is appropriately qualified to teach, or the faculty member may be given tutoring responsibilities, departmental projects, or another alternate assignment that would satisfy the base load requirements.

C. Summer Teaching Load:

   1. Schedule of Classes:

      a. The regular summer term is seven weeks. The summer class schedule will allow for the proper number of minutes for instruction, especially as this applies to classes scheduled to occur on the July 4 holiday.

      b. Any department can make a recommendation to the appropriate dean for an eight-week course to be scheduled. The eight-week term will begin one week before the beginning of the seven-week term. The eight-week term will be scheduled so as not to reduce the availability of classrooms for the other scheduled terms.

   2. Office Hours: [See Section 6.4B]

   3. Sick Leave: [See Section 9.1A]
4. **Assignment:**
   
a. Where enough sections exist, each faculty member choosing to teach summer school shall be assigned up to six LHEs. Where enough sections do not exist, faculty members choosing to teach summer school shall be assigned six LHEs on a departmental seniority list. No faculty member within a discipline will receive two courses before other faculty members who want them have one course, in consistency with contractual agreements on seniority. When an assignment is complete, the faculty member goes to the bottom of the list to ensure rotation.

b. Seniority is defined, in section 11.1. Where disputes may occur in cases between faculty members with the same departmental seniority, the decision on who shall have priority in assignment shall be determined by the drawing of lots in the presence of the appropriate dean and chairperson. Dual appointed faculty will work collaboratively with Chair/Coordinator and Dean of their department to construct a summer load.

c. If any faculty member with dual appointment has selected a portion of their summer load in one department and is unable to be assigned up to six LHEs from all of their appointed departments, the faculty member’s load can be completed in the first department from amongst the courses yet to be assigned to an adjunct or part-time faculty member that the instructor is appropriately qualified to teach.

d. If any faculty member’s class has insufficient enrollment and the class is withdrawn, the affected faculty member shall be assigned another class of any adjunct or part-time faculty member that the instructor is appropriately qualified to teach. This provision does not apply to summer overload classes, as defined in the following section.

e. If classes remain after all who wish classes have been assigned up to six LHE’s, those wishing more LHE’s shall be assigned additional instructional LHE’s, providing they do not cause the Faculty member to exceed the annual overload totals described in section 10.4.B.3 and reviewed below. All summer LHE’s over 6 shall be considered to be summer overload assignments. No faculty member within a discipline will receive two summer overload courses before other faculty members who want them have one such course, in consistency with contractual agreements on seniority. The sum of instructional summer overload LHE’s and instructional faculty overload LHE’s from the fall and spring semesters shall not exceed 18 LHE’s for the academic year and summer, in accordance with section 10.2 B. 3.

D. **Interim Classes**
   
Faculty who teach during an interim term (Winterim, Summer Interim I, or Summer Interim II) may attribute the teaching load as either base load or overload in the following term. If the faculty member decides to count the interim LHEs as overload, the overload pay will be paid in full in the first regular pay period after it has been processed.

Given the intensity of the schedule, faculty may normally be assigned only one course in a given interim term. For the Summer Interim II or Winterim, if any overlap into Orientation Week is necessary, at the time a faculty member selects an interim class, the faculty member must submit a plan for Orientation Week to the
dean and department chair that demonstrates how he/she will fulfill Orientation Week obligations.

E. Courses Which Do Not Meet for the Duration of a Regular Semester or Term:
In most cases, instruction will occur and students in a course will have contact with the instructor (as a group or individually) for at least a portion of one calendar week for each credit hour earned by students in the class. For example, a two-credit hour course will meet at least some portion of two calendar weeks. Any exceptions to this general rule must be recommended by the involved department/program, which will submit a proposal to the dean. The rationale must include an explanation about:

1. Why the exception is instructionally valid; and
2. How the scheduling of the course will affect room availability for courses scheduled during the regular semester or term.

The proposal and recommendations of the department and the dean will be presented to the Academic Council for approval.

10.3 Reduced Load:

There may be times when it is necessary for a faculty member to reduce his/her work load temporarily.

A. Procedures and Provisions: Ordinarily, the following will apply:
1. Prior to February 1st, a tenured faculty member may request in writing a Reduced Load Appointment for the following academic year.
2. The request shall include the reasons such an appointment is being sought, and must be submitted to the Vice President for Academic Affairs.
3. The vice president shall review all requests and make recommendations as appropriate to the President, who shall in turn recommend appointments to the Board.
4. A Reduced Load appointment will be for the following academic year.
5. The faculty member’s reduced load shall be at least twenty-four LHEs during the regular academic year.
6. No more than five such appointments will be recommended for any given year.
7. Appointments are for one year only and not renewable.

B. Benefits
A faculty member with a Reduced Load Appointment shall receive pro-rata pay and pro-rata benefits. The faculty member may continue full employee benefit coverage at no cost to the College by applying to Human Resources thirty calendar days prior to the beginning of the semester in which the Reduced Load is to begin, and by paying for the first month of elected coverage. The amount to be paid is the difference between cost of full coverage, and the pro-rata cost of benefits guaranteed by this provision. Continued coverage is available upon paying the monthly payment at the start of the month for which coverage is requested.
The faculty member approved for a Reduced Load Appointment will be eligible for full SURS service credit providing all other SURS criteria are met. A faculty member approved for a Reduced Load Appointment will be eligible for whatever salary increase/step movement is contractually provided to other faculty members covered by this agreement in the year of, and subsequent year(s) of the appointment, all things being equal.

10.4 Deferred Time:

When the needs of the institution warrant, faculty members, with the approval of their dean, may work on a day when they are not normally scheduled. They will be compensated with a day of deferred time which may be taken when it does not conflict with other assigned responsibilities. The specific details of the deferred time arrangement must be agreed upon in writing by both the dean and the faculty member. Faculty members will not be required to accept a deferred time assignment, nor does a faculty member have a right to demand a deferred time assignment.

10.5 Alternate Time:

A. Alternate time assignments may be granted to faculty members for the purpose of performing duties beyond the areas of instructional and institutional responsibilities defined in the Workload Policy (4107). Such duties may include, but are not limited to, administration, coordination of faculty or student activities, special teaching, coaching, special projects, work during vacation periods, chairing/coordinating the College’s academic programs and departments, and extraordinary curriculum development.

B. The development of new courses and programs, as well as the modification of existing ones, is normally considered to be the responsibility of the full-time faculty. As a general rule, alternate time or overload is not assigned for these tasks. However, when one or more of the following extraordinary conditions is present, a faculty member may submit a request to the appropriate dean for additional compensation based on the standard formula of 1 LHE per 45 academic hours of work, up to a maximum of the number of LHEs assigned to the course.

1. Extensive transformation to adapt a traditional course to an innovative delivery mode

2. Course development that necessitates preparation of detailed lesson plans and/or instructional materials to meet accreditation or certification requirements

3. Course development that requires special training or research for the faculty member

4. Development of teaching materials to be used by other faculty in the department/program

5. Difficulty of obtaining necessary background to develop the course

6. Development of a new degree or certificate program.

7. Extraordinary modification of an existing degree or certificate program.
C. When a vacancy occurs in the coordination of a new or continuing College-wide project (e.g., Professional Development, OPAL, etc.), the administrator in charge of the project will notify, in writing, all faculty members of the position's availability and the amount of alternate time to be awarded. Any interested faculty member may apply. This paragraph does not apply to projects conceived and initiated by faculty members who agree to coordinate them. In extraordinary circumstances the appropriate Vice President and the OCCFA President may agree to waive this notification so that an immediate appointment may be made.

Alternate time awarded for the position will remain constant as long as the responsibilities do not demonstrably change.

10.6 Assignment of Full-time Faculty Members to the Ray Hartstein Campus:

A. If sufficient load is available, and if students at the Ray Hartstein Campus are afforded a choice of instructors proportionate to the extent of choice afforded students at the Des Plaines Campus, some full-time faculty members may request a full-time assignment to the Ray Hartstein Campus. Such faculty members may be assigned for a period ordinarily not to exceed two years. It is understood that faculty members who are assigned their full load at the Ray Hartstein Campus will:

1. Attend all scheduled department/division meetings;
2. Continue to participate in the life of the College;
3. Teach whatever sections are necessary to make a full load should insufficient sections be available at the Ray Hartstein Campus.

B. A faculty member who is assigned full-time to the Ray Hartstein Campus will be reimbursed for one-way mileage expenses incurred in attending scheduled department/division meetings at the Des Plaines Campus. Should a faculty member be scheduled to teach classes (excluding overload) at the Ray Hartstein Campus prior to and following a department/division meeting, the faculty member will be reimbursed for round trip mileage expenses. Normally, other obligations that require the faculty member's attendance at the Des Plaines Campus will not be eligible for reimbursement; exceptions may be approved by the appropriate dean or designee in advance.

10.7 Department/Program Chairs and Coordinators:

The responsibilities of chairs and coordinators vary depending on department or program needs. A full list of tasks that may be associated with the position are in the most recent issue of the Deans’ Guideline: Alternate Time for Program/Department Management. The chair and/or coordinator(s) is responsible for the work of the department, including supervision of adjunct faculty; however, deans are responsible for supervision of full-time faculty.

The Council of Chairs and Coordinators (COCAC), a committee of the Faculty Senate is the shared governance body that represents the interests of chairs and coordinators. All department/program chairs and coordinators, including the chair of the library faculty and student development coordinator are members of the Council and are expected to attend COCAC meetings and participate in its work.
One responsibility of COCAC is participation in the full-time faculty hiring process. For detailed information on the hiring process, see the current version of the Deans Guideline - Full-time Faculty Hiring Process.

A. Selection, Appointment, and Resignation of Chairs and Coordinators

Every two years, the deans will invite faculty members to apply in writing for the positions of department/program chair and coordinator(s), in those departments where coordinators manage designated sub-units of the program.

After applications have been submitted, the deans will invite comments from the faculty in the department/program concerning those who have applied to serve as chair or coordinator.

Following a review of all applications, the deans will forward their recommendations to the appropriate vice president, who will appoint the chairs and coordinators. Written notification of appointment will be given by March 1 and will specify the number of LHEs per year assigned to the department/program.

Should no faculty member be willing to voluntarily accept the responsibilities of chair/coordinator, the appropriate vice president, in consultation with the dean and the department/program faculty members, may appoint a chair/coordinator for one academic year. Under such circumstances, the alternate time given to the chair/coordinator will be no less than was assigned to the previous chair/coordinator.

Chairs/coordinators may resign the chair/coordinator position by giving due notice to the dean, according to this timetable: for the summer or fall semester, by the prior March 15 and for the spring semester, by the prior October 15.

B. Allocation of LHEs for Department Management

Alternate time for departments/programs is awarded to the department/programs and may be assigned to one or more of its faculty members. The dean and the prospective chair/coordinator will review the duties required to manage a given department/program and will agree on the alternate time and college support required per academic year and in the summer to carry out the duties of managing the department/program. The guiding principle of this review will be that chairs/coordinators should focus on those tasks that demand their academic expertise and that every effort will be made to provide adequate clerical/office, web, and event coordination support for departments/programs. Criteria to be used in determining the alternate time allocation for department/program management are set forth in the Deans Guideline: Assigning Alternate Time for Program/Department Management.

By April 1, the Vice President for Academic Affairs will send copies of the final approved allocation forms to the chair of the Council of Chairs and Coordinators, who will maintain a reference file for the Council.

Either the chair/coordinator or the dean may request that the alternate time allocations be reviewed/revised within the two-year term, if circumstances warrant it. The alternate time stipulated will not be reduced by the administration during the term of appointment unless special circumstances require a change. In such circumstances, the chair/coordinator and the president of OCCFA must be notified.
in writing of such change prior to March 1 for a change scheduled to take effect the following contract year.

The chair’s/coordinator’s alternate time must be taken during the academic year (plus summer) for which it is awarded. Chair/coordinator alternate time is part of the faculty member’s base load.

C. Appeal Process
If the chair/coordinator cannot agree with the dean on the alternate time allocation and college support, the chair/coordinator would take the matter to the Council of Chairs and Coordinators, where a subcommittee of chairs/coordinators chosen by the Council of Chairs and Coordinators will review the allocation and submit a written recommendation to Academic Council. After review, Academic Council will make a decision and provide a written explanation.

D. Summer Schedule
Ordinarily, chairs and coordinators will be expected to work during the summer. However, under special circumstances, should the chair/coordinator choose not to work in the summer, he/she will notify the dean by March 15. Together, the dean and the chair/coordinator will make arrangements for department/program management in the chair’s/coordinator’s absence.

E. Deferred Time
Chairs/coordinators whose work responsibilities require them to be on campus during vacation periods may use the deferred time provision of Section 10.6 to schedule vacations at other times that do not conflict with other assigned responsibilities.

10.8 Workload Policy Guarantee: The Board and Association agree that the Workload Policy 4107 shall not be changed during the contract without mutual agreement.

ARTICLE XI: SENIORITY AND REDUCTION IN FORCE

11.1 Seniority: Faculty members shall continue to accrue institutional and departmental seniority as defined below. During such time that the faculty members are on unpaid leaves of absence for professional reasons of at least more than one semester in duration, faculty members shall continue to accrue institutional and departmental seniority, provided that such faculty members submit, in writing, a report of their activities to the President verifying compliance with the conditions of their leave.

A. Institutional Seniority: Institutional seniority is defined as priority based upon length of service as a full-time faculty member at Oakton not interrupted by resignation or dismissal.

B. Department Seniority: Departmental seniority is defined as priority based upon length of service not interrupted by resignation or dismissal, within the department(s) of appointment.

Departmental seniority accrues from the date of departmental appointment(s).
Teaching within a department is not the same as being appointed to a department and does not result in accrual of departmental seniority. In cases of, alternative institutional appointment where the faculty member has not previously taught in the department departmental seniority is maintained in the faculty member’s original department where provided that the original department continues to exist is not eliminated. If the faculty member is reappointed to his or her original department the faculty member’s departmental seniority will be the same seniority they had previously accrued in their original department (e.g., if the faculty member is appointed to department B after teaching 10 years in their original department of appointment A, teaches 5 years in department B, and then is reappointed to department A, his/her departmental seniority in department A is 10 years) that which maintained from when they were last in that department.

When departments merge, a faculty member’s department seniority within the merged department will equal the years of institutional service during which the faculty member held an appointment in any of the merged departments. If a faculty member’s discipline is moved from one department to another, multi-discipline department the faculty member’s existing department seniority will be maintained in retained and transferred to the new department.

11.2 Reduction in Force: If the Board determines that it is necessary to decrease the number of tenured faculty members employed by the Board or to discontinue or reduce some particular type of teaching service or programs, written notices of termination of employment by personal service or by certified mail honorable dismissal and the reason for dismissal shall be given to all affected faculty members and the Association no later than ninety calendar days before the end of the preceding school academic year semester, to be effective at the close of that semester.

In instances where a reduction in force is necessary the Board shall first terminate non-tenured faculty and then tenured faculty members with less seniority in the affected department(s) prior to terminating any tenured faculty member with more seniority in the affected department(s) who is competent to render teaching services assigned to a non-tenured or less senior faculty member as provided in Section 805/3B-5 of the Illinois Public Community College Act and paragraph A below. Tenured faculty members on leave of absence at the time a reduction in force is effected implemented shall be treated no differently than other faculty members subject to layoff in the same manner as other tenured faculty members.

If no alternate assignment can be found, and the faculty member’s position is terminated, the faculty member will have the right to appointment to a faculty position which may become available and for which the faculty member is qualified, pursuant to policy. In this case, the faculty member will be notified of the position in accordance with the provisions of law.

A. Retention Layoff Sequence: For the purpose of retention of employment, in the event of a reduction in the number of tenured full-time faculty members, the faculty member in the affected department with the least amount of departmental seniority shall be the first to be dismissed. For the purposes of this clause, a department shall be defined in accordance with the list of academic departments and their disciplines (i.e. three letter prefixes); Lists of departments departmental faculty members’ institutional seniority list and departmental seniority will be maintained and updated regularly by the Human Resources Department.

In the event departmental seniority is equal, between two or more the faculty members in the department subject to the reduction-in-force, the faculty member with the least
amount of institutional seniority shall be the first to be dismissed. Where departmental and institutional seniority are equal, lots will be drawn.

Tenured faculty members in an affected department shall not be released subject to layoff if part-time and/or overload assignments in the affected department are being retained which could constitute a full-time load which the released faculty member is fully qualified and competent to teach.

B. Alternate Institutional Appointment: In the case of a faculty member whose program is terminated or whose position within a department is scheduled to be eliminated as a result of a reduction in force, the College will consider alternate institutional appointments, based on institutional need. This consideration will occur in consultation with the appropriate administrator(s), and department chair(s), and coordinator(s) in consultation with department faculty. If no alternate institutional appointment can be found occurs, and the faculty member’s position is terminated, the faculty member will have the preferred right to appointment to a faculty position vacancy which becomes available within 24 months from the beginning of the school academic year in which the faculty member was dismissed pursuant to a reduction-in-force and for which the faculty member is qualified, pursuant to Section 805/3B-5 of the Illinois Public Community College Act. In this case, the faculty member will be notified of the faculty position vacancy in accordance with the provisions of the law.

C. Retraining: If provisions can be made for an alternate faculty appointment for a tenured faculty member and retraining is required, the College will provide reasonable support as follows:

1. In those cases where two years' notice is being served, in addition to the support provided through tuition reimbursement, staff development and professional travel monies, a faculty member may include retraining activities as part of load to the extent possible given institutional need, and not to exceed nine LHEs per semester and six LHEs per summer term. This alternate assignment of load is with respect to instructional responsibilities only.

2. Should only one year's notice be given, consequent to program termination the institution will provide up to a maximum of one full year and full tuition/fee support.

3. Each year of the retraining leave shall carry a full year of service credit. During the time of the leave, full health benefits shall be maintained for the faculty member taking a retraining leave. Other compensation shall be negotiated including reimbursement to the College if the conditions of the leave are not fulfilled.

4. Retraining activities shall be carried through completion based upon the collective bargaining agreement in force at the time that such activities are first defined and agreed upon.

D. Summer Employment: Terminated faculty members shall have rights to summer school employment in the year of their termination. In all cases, the rates of summer compensation shall be commensurate with those of continuing faculty.

E. Voluntary Reduced Load: On a voluntary basis to avoid a reduction-in-force, faculty members not scheduled for any reduction-in-force may volunteer to work a reduced load with pro-rata benefits and salary.
Such voluntary lessening of loads can be made only in disciplines where they could save a faculty member from an unavoidable dismissal and shall be effective at the discretion of the Board in consultation with the chairperson, dean and Academic Vice President. Notwithstanding, the Board may grant other requests for partial or full unpaid leave, as stated in Article IX.

ARTICLE XII: INTELLECTUAL PROPERTY

12.1 Statement of Principles: The relationship faculty members have with Oakton Community College may, in some cases, involve questions about ownership of intellectual properties or about reasonable shares of income accruing from those properties. The Board of Trustees not only recognizes the value of professional development—which may or may not result in the creation of intellectual properties—but also encourages and supports such development, because of its inherent benefits both to the faculty members and the institution. At the same time, pursuit of professional development in no instance diminishes the responsibilities or commitment faculty members have to the College.

Creating copyrightable works as “works for hire” is not a specific employment obligation for faculty. However, faculty members often create copyrightable scholarly and artistic works; create and use copyrightable teaching materials; and disseminate and distribute such works. Examples of teaching materials are text, images, diagrams, graphs, multimedia presentations, instructors’ notes, exercises, quizzes and tests, Internet-ready content, musical materials, computer programs, visual art, multimedia developed for Internet distribution, readings, bibliographies, lectures, exercises, simulations, and group projects. Examples of scholarly works include, but are not limited to: results of scholarly research, journal articles, scholarly presentations, books, reviews, works of art including paintings, sculpture, and musical compositions. The copyright and all other intellectual property rights in copyrightable works created by faculty members with support not exceeding that stipulated in Workload Policy (4107) and relating to their teaching responsibilities shall be owned by the faculty members unless there is a copyright agreement as described in section 12.4 below.

12.2 Definition of Intellectual Properties: Intellectual properties may include but are not limited to inventions, software, written materials, techniques, and processes. For exemplification purposes only, the Board provides the following list of definitions of intellectual properties in which questions about ownership or reasonable share of income may exist:

Inventions
- Devices, discoveries, processes, methods, uses, products, or combinations of any of these, whether or not patented or patentable at any time under the Federal Patent Act (Act 35 U.S.C. Sec. 1 et. seq.) as now existing or hereafter amended or supplemented;

Written/Graphic Materials
- Instructional, literary, graphic/visual art, dramatic, and musical materials or works, computer programs, and all other materials, published or unpublished, whether or not copyrighted or copyrightable;
12.3 Faculty Member's Ownership Rights to Intellectual Property: As between Oakton Community College and the creator(s), ownership rights to all intellectual properties produced by Oakton faculty members without support from the College beyond that routinely provided by the Board in accordance with this agreement will belong to the creator(s) of those properties.

12.4 College and Faculty Member’s Ownership Rights to Intellectual Properties in Works Made for Hire: As between Oakton Community College and the creator(s), Oakton will retain ownership rights to any intellectual properties produced and/or developed by any Oakton faculty member(s) when the College has provided their creator(s) with extra-routine support to develop those properties (works for hire). Oakton's ownership rights are limited to the particular intellectual properties receiving support beyond that stipulated in Policy 4107. Such extra-routine support, without limitation, may consist of released time assignments, paid leaves of absence, stipends, expenses, and such College resources as financial, materials, facilities, and personnel assistance beyond that routinely provided by the Board.

The details of such ownership (description of materials and extra-routine support) will be negotiated to the best common interest of the college and the creator.

As both the college and the creator have an interest in offering appropriately current classes and materials in those classes, the creator or the college may initiate the creation of a derivative work as defined in the Intellectual Property agreement described below in Section 12.5 D. Such derivative work should be done in consultation with the creator. Normally the creator would initiate such derivative works and be the appropriate author of such. If appropriate, the Intellectual Property agreement will be amended to reflect that derivative work.

If at any time, there is a wish to transfer ownership rights and copyright to the creator, that request shall not be denied, provided that the cost of the extra-routine support is recovered by the college and that the college retains license to continue to use the IP in its programs and other operations. If the creator wishes, to have his/her name removed from the IP as used under this license that shall not be denied.

12.5 Revenue:

A. Faculty Members' Rights to Revenue from Intellectual Properties to Which Faculty Members Retain Ownership Rights: Revenue from all intellectual properties to which Oakton faculty members retain full ownership rights will belong to the creator(s). The creator(s) will make arrangements independent from the College to collect these revenues directly from the agency providing them, and will be responsible for tax liabilities associated with them. The creator(s) will also assume all copyright and/or patent costs.
B. Faculty Member's Rights to Reasonable Shares of Income from Intellectual Properties to Which the College Retains Ownership Rights:

Shares in income, if any, from intellectual properties to which the College retains ownership rights in whole or in part will be negotiated as part of the assignment agreement in accordance with the following procedures relating to intellectual properties. College costs will be recovered for the College's shares of income, unless negotiated otherwise.

If the College discontinues use, for more than thirteen consecutive months, of intellectual properties to which it retains ownership rights, the creator(s) may ask the College to relinquish all rights (ownership rights and income) to the creator(s), provided that the creator(s) pays all costs of transfer.

C. College Income Collection and Distribution

In order to minimize bookkeeping questions or accounting problems or both, the Vice President for Business and Finance will be the collection agent for the creator(s) and the College of all income for all intellectual properties to which the College retains ownership rights. Promptly following receipt of income, the Vice President (or his or her designee) will disburse it according to the income shares negotiated under provisions of this agreement. This arrangement will free the creator(s) of paying taxes on the portion of income belonging to the College. The creator(s) shall have the rights to full disclosure on all aspects of accounting relating to income from a work-made-for-hire, including but not limited to a right to have an independent audit of the records of income and distribution.

D. Procedures: Ordinarily, before extra-routine support is awarded or used for the purpose of developing, producing and/or marketing intellectual property, the Vice President for Academic Affairs (or his/her designee) will meet with the creator(s) and if the creator desires, a representative of OCCFA to negotiate the development, production, marketing and the reasonable division of income resulting from the sale of intellectual properties. Normally, the College will use a standard template developed by the administration and OCCFA for all intellectual property agreements, applying standard optional clauses where appropriate and agreed upon.

The Vice President and/or designee and the creator(s) will consider the following conditions in arriving at a reasonable division of income.

1. The origins of the idea(s) upon which the intellectual properties are based.

2. The expertise and investment (time and money) involved in conceptualization and development of the intellectual properties.

3. The extent to which the College supported the development and production of the intellectual properties.

4. Costs that may be incurred in the production, marketing and sale of intellectual property. The parties will pay particular attention to avoid negotiating agreements in which the cost of processing and administering the agreements to the College and the creator(s) may be disproportionate to the proceeds obtained. Furthermore, the parties must include in the agreement specific information about the costs which will be incurred by the College and which must be repaid out of the College's share of revenue, the ways the cost of copyright/patent/licensing of the
intellectual property will be shared by the parties involved, and the specific terms under which revenue will be distributed between/among the parties.

The Vice President and creator(s) may consult and involve such experts as they deem necessary in arriving at agreement.

To maintain consistency in negotiations, the agreements that are negotiated should be available for public information.

Unless otherwise mutually agreed, negotiations should be concluded within sixty calendar days from the initial meeting. In the event a satisfactory conclusion cannot be reached, the inquiry will be submitted to a Resolution Committee of three members, one member selected by the President of the College; one, by the President of the Faculty Association; and one by mutual agreement between the two presidents. The resolution Committee will use established mutual gains principles to decide reasonable income division within sixty calendar days from the day of their first meeting. The Resolution Committee will submit their decision in writing, along with the rationale for that decision, to the President of the College. This decision and the accompanying rationale should also be made available for public information.

ARTICLE XIII: COMPENSATION

13.1 **Step System:** Vertical (step) movement on the salary schedule shall occur at the rate of one step per year up to the maximum step, except as provided in Article IX of this contract.

13.2 **Salary Schedule**
   A. All full-time faculty members shall be paid according to the salary schedules that follow. (See 13.1 for details on step movement)

   B. **FY 16 Increase** The overall salary schedule increase in FY 16 will be 3.2% subject to an adjustment as follows: The average salary raise can range from 2.60% to 3.90% based upon the annual rate of increase in the CPI-U from December 2013 to December 2014. The value of this inflation rate will be rounded to the nearest tenth of a percent. If the rate is above 3.0%, one half (50%) of the difference between the rate and 3.0%, to a maximum of 0.7% (when the rate = 4.4%), will be added to the 3.2%. If the rate is below 3.0%, one half (50%) of the difference between the rate and 3.0%, to a maximum of 0.6% (when the rate = 1.8%), will be subtracted from the 3.2%.

   Example: If the inflation rate is 3.5%, the difference between the rate and 3.0% is 0.5%, and the amount to be added would be half of 0.5%, which is 0.25%. So the average salary schedule raise would be 3.45% (3.2% plus 0.25%).

   C. **Top-Step Stipend Pool.** The College will contribute $90,000 to a pool out of which Top-Step Stipends will be paid, as follows. In each year of Years 1(FY 13), 2 (FY14) and 3 (FY14) of this contract, a faculty member on the top step of the Salary Schedule, and who was on the top step of the Schedule in the immediate preceding year, will be
given a Top Step Stipend. In each of the first three years the top step stipend will equal 1.25% of the top step base salary from the preceding year and the amount will be added to the faculty member’s top step base salary.

In Year 4 of this contract, a faculty member on the top step of the Salary Schedule, and who was in the top step of the Schedule in Year 3 as well, will receive a sum of from 1 to 1.03 times (the sum of her Base Salary in Year 3 plus her Top-Step Stipend in Year 3.) The Year 4 sum, and its allocation between Base Salary and Top-Step Stipend, will be mutually determined by OCCFA and the College by March 1, 2015, subject to all other provisions of this contract.

By September (30), 2013, the College and OCCFA will meet to determine if additional money is needed in the Pool to fund Top-Step Stipends as described above. Amounts up to an additional $36,000 may be funded by setting overload rates in Year 3 and Year 4 at a value within the range listed in the overload compensation contractual provision. Any other additional money shall be funded in a manner to be mutually agreed upon by the College and OCCFA at that time.

### 2012-13 Salary Schedule

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<tr>
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Top Step Stipend (+ Salary) Yr 1  114,499  118,213  125,401  133,093

Faculty continuing in Step 24 from the 2011-12 year will receive an additional stipend. These stipends are as follows in 2012-13:

## 2013-14 Salary Schedule

<table>
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<tr>
<th>Step</th>
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Top Step Stipend (+Salary) Yr 1: 111,499 118,213 125,401 133,093
Top Step Stipend (+Salary) Yr 2: 112,893 119,691 126,969 134,757

Faculty continuing in Step 24 from the 2012-13 year will receive an additional stipend. These stipends are as follows in 2013-14:
- Step C-24: $1,377
- Step D-24: $1,459
- Step E-24: $1,548
- Step M-24: $1,643

Faculty continuing in Step 24 from the 2011-2012 and 2012-13 years will receive an additional stipend. These stipends are as follows in 2013-14:
- Step C-24: $2,771
- Step D-24: $2,937
- Step E-24: $3,116
- Step M-24: $3,307
## 2014-15 Salary Schedule

<table>
<thead>
<tr>
<th>Step</th>
<th>A</th>
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<th>C</th>
<th>D</th>
<th>E</th>
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Top Step Stipend (+Salary) Yr 1 111,499 118,213 125,401 133,093
Top Step Stipend (+Salary) Yr 2 112,893 119,691 126,969 134,757
Top Step Stipend (+Salary) Yr 3 114,304 121,187 128,556 136,441

Faculty continuing in Step 24 from the 2013-14 year will receive an additional stipend. These stipends are as follows in 2014-15:
- Step C-24: $1,377
- Step D-24: $1,459
- Step E-24: $1,548
- Step M-24: $1,643

Faculty continuing in Step 24 from the 2012-2013 and the 2013-14 year will receive an additional stipend. These stipends are as follows in 2014-15:
- Step C-24: $2,771
- Step D-24: $2,937
- Step E-24: $3,116
- Step M-24: $3,307

Faculty continuing in Step 24 from the 2011-2012, 2012-13 and 2013-14 years will receive an additional stipend. These stipends are as follows in 2014-15:
- Step C-24: $4,182
- Step D-24: $4,433
- Step E-24: $4,703
- Step M-24: $4,991
2015-16 Minimum Salary Schedule

Salaries may be increased as described in Section 13.2.B.

Steps are renumbered to be 2 steps lower than in 2014-15.
All faculty, except those in step 24 in 2014-15, and unless otherwise provided in this contract, move up a step, which puts them into a renumbered step in 2015-16 that is 1 step lower than in 2014-15.

Example: A faculty member who was in step C5 in 2014-15 and received a salary of $57,491 in 2014-15, will be in renumbered step C4 in 2015-16 and will receive a minimum salary of $59,958 in 2015-16.

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<td>131,450</td>
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</table>

If a faculty member was in step 24 in 2014-15, he or she will be in step 22 in 2015-16, and may receive a stipend whose value will be mutually determined by OCCFA and the College as described in Section 13.2.C.
13.3 Qualifications for Horizontal Lane Placement and Lane Movement:

A. Baccalaureate

- **Lane A** Master's degree in subject area.
- **Lane B** Master’s degree in subject area plus fifteen additional graduate credit hours (up to 40% of which may be earned through alternate credit).
- **Lane C** Master’s degree in subject area plus thirty additional graduate credit hours (up to 40% of which may be earned through alternate credit).
- **Lane D** Master’s degree in subject area plus forty-five additional graduate credit hours (up to 40% of which may be earned through alternate credit).
- **Lane E** Master’s degree in subject area plus sixty additional graduate credit hours (up to 40% of which may be earned through alternate credit), or earned doctorate with at least thirty credit hours in subject area.

- **Lane M** Shall be a select lane to be entered from Lane E with the minimum qualifications stipulated in Section 13.6 below.

B. Career Program

- **Lane A** Appropriate degrees license, certification, and/or technical experience in subject area plus bachelor’s degree.
- **Lane B** Lane A plus: fifteen graduate credits (up to 40% of which can be earned through alternate credit).
- **Lane C** Lane A plus: thirty graduate credits (up to 40% of which can be earned through alternate credit), or master’s degree.
- **Lane D** Lane A plus: forty-five graduate credits (up to 40% of which can be earned through alternate credit), or master’s degree plus fifteen additional graduate credits (up to 40% of which can be earned through alternate credit).
- **Lane E** Lane A plus: sixty graduate credits (up to 40% of which can be earned through alternate credit), or master’s degree plus thirty additional graduate credits (up to 40% of which can be earned through alternate credit) or earned doctorate.

- **Lane M** Shall be a select lane to be entered from Lane E with the minimum qualifications stipulated in Section 13.6 below.

C. Two Master’s Degrees: A faculty member who has two earned master’s degrees, at least one of which is in the subject area, which are of unequal graduate semester credit hours (or the equivalent) shall have, upon the faculty member’s request, the master’s degree with the lesser number of credits counted as the first master’s degree. All credits within the second master’s shall be counted as credits beyond the master’s for the purpose of lane placement or lane advancement. Credits earned outside either master’s shall continue to be counted for lane placement and lane advancement consistent with provisions in this section of the contract. Faculty members seeking to qualify for the F-
lane should refer to the F-lane criteria regarding credits being in the subject or related areas.

D. General Criteria and Equivalencies for Lane and Step Placement and Movement:

1. Beyond the entry level degree, any additional degrees earned shall be converted to credit hours for the purpose of appropriate placement on the salary schedule.

2. As used in this Article, "course" and "graduate" credit hours shall apply only to instruction received at regionally accredited institutions of higher education. Courses must be completed with a grade of "C" or better. “Graduate hours” refers to graduate semester hours.

3. Undergraduate credits earned after the date of initial placement, and contributing directly to the faculty member's professional qualifications, will be counted as two-thirds of a graduate semester credit hour. Such credits will only be awarded when prior approval for the course is granted by the Vice-President for Academic Affairs. Prior approval is not required for College sponsored faculty seminars or topics classes.

4. Graduate credit hours earned on the quarter system will be counted as two-thirds of a graduate credit hour earned on the semester system.

5. For purposes of initial lane and step placement it should be noted that years of experience are not directly equivalent to steps on the salary schedule.

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

7. Courses Eligible for Lane Changes: Courses that have been approved for tuition reimbursement can be used for lane changes providing they meet the stipulations noted above. Courses for which tuition reimbursement is provided may not automatically be used for merit-lane eligibility. [See Section 13.4]

8. For initial lane placement, a new faculty member who holds certification or a license in an area directly related to the program or department of hire may be credited with the equivalent of up to 5 graduate credits toward lane placement. The appropriate vice president will determine the applicability of the certification and the graduate credit equivalency.

9. When a new faculty member is hired to teach/work in (a) department(s) that offer(s) both baccalaureate and career courses, and is qualified to teach/work in both, the faculty member will be placed in the higher of the two lanes, using the Qualifications tables detailed in Sections 13.3 A and B.

10. Granting of dual appointment after initial hire does not affect lane status.
E. **Reconsideration of Initial Placement**: A newly hired faculty member may seek reconsideration of initial lane or step placement within 2 months of his or her official beginning date at the college. Reconsideration may be based on additional credentials or certifications which may not have been considered in the initial lane and step placement. Ordinarily the faculty member will appeal to the dean, who will in turn consult with the Vice President for Academic Affairs.

F. **Lane Change Committee**: The Vice President for Academic Affairs and a faculty member elected by the Committee shall co-chair a Lane Change Committee comprised of an elected representative from each division, a Library and Media Services faculty, or Student Development faculty, elected on alternating terms, and a sixth faculty member elected from among the faculty at-large. Every effort will be made to ensure the Committee includes both transfer and career program faculty. Faculty members of the Lane Change Committee must be tenured faculty members. No faculty member may serve on this committee who is applying for nomination to the Merit Lane or submitting work that will be evaluated by this committee.

The Lane Change Committee will evaluate and recommend faculty proposals for alternate credit for lane change for pre-approved institutional or professional projects or for teaching innovations in accordance with provisions in Section 13.3 G. The Vice President for Academic Affairs and Lane Change Committee members will create procedures and a timetable to solicit proposals for such alternate credit. Additionally, the Committee will review and make decisions regarding questions of appropriate activities and points values for the Merit Lane Rubric.

The Lane Change Committee will also screen and certify applications and rank order applicants qualified for the Merit Lane in accordance with provisions in Section 13.5.D. During the term of this bargaining agreement, the Lane Change Committee shall meet annually with representatives of the College and OCCFA to make recommendations for changes to Merit Lane process, the Merit Lane Rubric, and the threshold points total in accordance with section 13.5.F.

G. **Alternate Credits for Lane Change**: Alternate credits to be used for lane changes are contingent upon the recommendation of the dean and prior approval of the appropriate vice president in writing. Faculty proposals for alternate credit for lane change must include information about what evidence the faculty member will provide to demonstrate the activity has been completed. Prior to going to the dean and vice president, alternate credits for pre-approved institutional or professional projects or for teaching innovations must be evaluated and recommended by the Lane Change Committee.

The faculty member must provide the appropriate vice president with evidence of the satisfactory completion of a pre-approved alternate credit for lane change project. The vice president will notify the faculty member, in writing, the number of graduate semester credit hour equivalents awarded for the activity.

Alternate credits can be used in lieu of required graduate study for up to forty percent of the additional credit hours required for lane movement. Alternate credit may not be used to replace a required graduate degree.
Except for those alternate credit activities where the contract requires prior approval, alternate credits will be awarded for eligible publications, exhibits, performances, workshops, seminars, and audited courses that were published or engaged in beginning with the fall term of 1989. Activities or publications prior to the fall of 1989 will not be used for alternate credit.

In all cases of alternate credit, the content must be in the faculty member's subject area or related field, except as noted in the description of pre-approved institutional or professional projects. Alternate credit will be awarded on this scale:

<table>
<thead>
<tr>
<th>Alternate Activity</th>
<th>Equals</th>
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<tbody>
<tr>
<td>(Numbers relate to subsequent numbered paragraphs that describe each alternate activity.)</td>
<td></td>
</tr>
<tr>
<td>1. Authorship of a book</td>
<td>9 graduate semester credits</td>
</tr>
<tr>
<td>1. Co-authorship of a book</td>
<td>5 graduate semester credits</td>
</tr>
<tr>
<td>2. Authorship of an article</td>
<td>3 graduate semester credits</td>
</tr>
<tr>
<td>2. Co-authorship of an article</td>
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</tr>
<tr>
<td>3. Exhibit/performance, etc.</td>
<td>5 graduate semester credits</td>
</tr>
<tr>
<td>4. Workshop, seminar, audit course</td>
<td>1 graduate semester credit</td>
</tr>
<tr>
<td>5. Editing a book</td>
<td>5 graduate semester credits</td>
</tr>
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<td>5. Co-editing a book</td>
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</tr>
<tr>
<td>6. Authorship of a chapter in book</td>
<td>2 graduate semester credits</td>
</tr>
<tr>
<td>6. Co-authorship of chapter in book</td>
<td>1 graduate semester credit</td>
</tr>
<tr>
<td>7. Pre-approved institutional or professional Project</td>
<td>variable graduate semester credits *</td>
</tr>
<tr>
<td>8. Program, course, seminar or workshop For CEU credit</td>
<td>4.5 CEU or 45 contact hours = 2/3 graduate semester credit</td>
</tr>
<tr>
<td>9. Master class</td>
<td>45 contact hours = 2/3 graduate semester credit</td>
</tr>
<tr>
<td>10. Professional certification program approved or sanctioned by a recognized professional organization</td>
<td>45 documented contact hours = 2/3 graduate semester credit</td>
</tr>
<tr>
<td>10. Third party certification or licensure Credits</td>
<td>1-5 graduate semester credits**</td>
</tr>
<tr>
<td>11. Teaching Innovation</td>
<td>Variable graduate semester credits ***</td>
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</table>

* The determination of the number of graduate semester credits will be made by the appropriate vice president, based on the recommendation of the dean and the Lane Change Committee. Examples of criteria to be used include: length and number of sessions of professional development presentations; complexity of project; length of term and level of responsibility for office or chairmanship; and professional skills and time devoted to design and execution of project.

** The determination of the number of graduate semester credit hour equivalents will be made by the appropriate vice president, based on the recommendation of the dean and faculty member. Examples of criteria to be used include length and number of non-credit, workshop, practicum or other learning experiences for attaining the certification or licensure. Alternate credits for third party certification or licensure shall not duplicate alternate credits already awarded for workshops, seminars, audited courses, pre-approved institutional or professional projects, program, course, seminar
or workshops for CEU credits, specialist certification within a specific occupation, or for undergraduate or graduate credit courses. An individual who receives or has received lane advancement credit for credit, non-credit and/or other activities related to preparing for the examination or meeting third party criteria may be awarded one additional graduate semester credit equivalency upon the award of the certification or license.

***The determination of the number of graduate semester credit hour equivalents will be made by the appropriate vice president, based on the recommendation of the dean and the Lane Change committee.

Alternate credit will be awarded for:

1. Authorship or co-authorship of a book in the faculty member's subject field or a related field. The book cannot be published by a vanity press.

2. Authorship or co-authorship of an article, story, or poetic work in the faculty member's subject field or a related field. The piece must appear in a refereed journal.

3. Exhibit/performance/recital/directing for faculty members in fine or performing arts. Such activities must be subject to evaluation or review by outside experts in the field, who validate that the activity has artistic merit; require substantial individual efforts; and be recognized as demonstrating professional competence according to the accepted standards of the discipline. Examples of qualified activities include a juried, one-person exhibit at an art gallery or a solo performance with a recognized symphony that is reviewed by a music critic. Examples of activities that are not qualified include playing an instrument as background music at a conference or exhibiting and selling paintings at a community art fair. A publication, exhibit, performance, etc. may count only once for alternate credit.

4. Participation in professional workshops, seminars, non-credit courses, and audited courses. Such workshops, seminars, and courses will be used as alternate credit contingent upon both:
   a. prior approval of the dean and the appropriate vice-president, and
   b. demonstration after the workshop, seminar, course of its applicability to instruction or other institutional responsibilities of the faculty member. The method of demonstration is at the discretion of the faculty member with the approval of suitability and adequacy by the dean and the appropriate vice-president. Demonstration could occur through such means as incorporation of subject matter into an existing course, development of a new course based all or in substantial part on the contents of the workshop, conduct of an in-house professional development workshop based upon the subject, or use of knowledge and skills gained through the workshop in the performance of duties.

5. Editing or co-editing a book. Editing and co-editing refer to selecting articles for inclusion in a book, writing introductory and transition sections, working with the publisher on issues affecting the publication. Editing and co-editing for alternate credit do not refer to proofreading, correction of grammar, etc.
6. Authorship or co-authorship of a chapter in a book. If the chapter comprises a new addition to an existing book that is being revised, then the chapter will be treated as if it were appearing for the first time.

7. Pre-approved institutional or professional projects related to the faculty member's discipline, to the improvement of teaching and learning in and for community college students or the community at large, or to the development of professional skills and knowledge. Approval of suitability and adequacy is by the dean and the appropriate vice president in writing, after being evaluated and recommended by the Lane Change Committee. Examples of institutional or professional projects that may be considered for alternate credit are:
   
a. preparation and presentation of a professional development seminar or workshop, preparation or development of instructional software,
b. committee chair or office or board position held at local, state, national or international level,
c. principal investigator developing and/or implementing externally funded grant project,
d. presentation of scholarly paper (the paper must be provided as evidence).

To be considered for lane advancement (other than merit-lane) the pre-approved project may not be considered part of the faculty member's regular load or compensated for through alternate time, overload pay, other stipends, or other means of compensation. Credit for lane advancement can normally be awarded only once for a given institutional or professional project, i.e., multiple presentations of a professional development program will not be credited toward lane advancement after the initial presentation.

8. Enrollment and participation in a course, program, seminar or workshop for which Continuing Education Units (CEUs) are awarded. The CEUs must be recognized or awarded by a professional association or state licensing or credentialing agency.

9. Participation as a student in a master class taught by a recognized professional or master in the faculty member’s discipline; ordinarily master classes are appropriate for faculty members in fine and performing arts disciplines such as music, art, and theater.

10. Acceptable certifications or licenses are those provided through a process in which competency is examined directly by an external body or third party, not a college, university or other postsecondary institution. Examples of external bodies or third party certification processes include vendor-specific or industry-recognized examinations, or meeting licensure requirements from professional licensing bodies or professional associations. Such certifications or licenses must exceed minimum requirements or qualifications for the Oakton faculty position.

Examples of acceptable certifications or licenses include, but are not limited to:
   
a. Microsoft Certified Information Technology Professional - (MCITP®)
b. CISCO Certification
c. i-NET+™
d. Certification as an Alcohol and Other Drug Abuse Counselor (CADC) by the Illinois Alcohol and Other Drug Abuse Professional Certification Association (IAODAPCA)
e. National Board Certified Teacher credential from the National Board for Professional Teaching Standards

11. Teaching innovation. A teaching innovation appropriate for lane change must be a substantial change in the way in which the instructor organizes and/or delivers the class, or the way in which students are evaluated. The innovation must account for a significant portion of the class or classes in which it is being used. A teaching innovation proposal must include instructional goals and a description of how the innovation will be assessed in terms of its impact on students and achievement of instructional goals. It is recognized that not every innovation will necessarily be successful, and that awarding of alternate credit is not dependent on success.

Alternate credit will be awarded upon the submission of acceptable evidence that the teaching innovation was implemented and the assessment has been completed. The appropriate vice president will review and determine the acceptability of this evidence and approve the actual awarding of alternate credit.

13.4 Lane Movement: Horizontal movement shall take place in the academic year following the successful completion of the course work/alternate credit requirements for the next horizontal lane, provided that:

A. proof of registration has been submitted to the Office of Human Resources by June 30th; and

B. an official transcript showing successful completion of courses (or documentation showing successful completion of alternate credit activities) has been submitted to the Office of Human Resources no later than July 1st for courses or activities completed in the preceding fall and spring semesters. For summer courses, an official notification of completion shall be submitted no later than August 31st. The faculty member shall exercise due diligence in obtaining transcripts or documentation of alternate credit activities within a ninety (90) calendar day period thereafter. After receipt of the transcript or documentation, the movement and compensation shall be retroactive to the start of the academic year.

13.5 Merit Lane Qualifications and Procedures

A. Faculty currently in E Lane, who meet agreed upon academic and length of service requirements, and who establish a clear pattern of excellence in teaching and exemplary service to the College and community, may qualify for admittance into the Merit Lane.

The Merit Lane program sunsets and is discontinued upon expiration of this collective bargaining agreement.

The qualifications and procedures for admittance to the Merit Lane are described below.
B. Baccalaureate Qualifications for Merit Lane

1. Doctor's degree in the subject field and the completion of at least 10 years of experience as a full-time faculty member at Oakton and demonstrated institutional/instructional leadership as evidenced by attaining a threshold minimum number of points on the Merit Lane Rubric as specified below;

OR

2. Master’s degree (i.e., MBA or MFA) in subject field requiring a minimum of 90 graduate semester hours and the completion of at least 10 years of experience as a full-time faculty member at Oakton and demonstrated institutional/instructional leadership as evidenced by attaining a threshold minimum number of points on the Merit Lane Rubric as specified below;

OR

3. Master's degree in subject field and sixty graduate semester hours beyond the master’s degree, of which a minimum of 40 must in the subject or related field and the completion of at least 10 years of experience as a full-time faculty member at Oakton and demonstrated institutional/instructional leadership as evidenced by attaining a threshold minimum number of points on the Merit Lane Rubric as specified below. Up to one-third of the sixty hours beyond the Master’s degree may be from undergraduate credits earned after the date of initial placement, to be counted at two-thirds of a graduate semester hour.

C. Career Program Qualifications for Merit Lane

1. Doctor's degree in the subject field and the completion of at least 10 years of experience as a full-time faculty member at Oakton and demonstrated institutional/instructional leadership as evidenced by attaining threshold minimum number of points on the Merit Lane Rubric as specified below;

OR

2. Master’s degree (i.e., MBA or MFA) in subject field requiring a minimum of 90 graduate semester hours and the completion of at least 10 years of experience as a full-time faculty member at Oakton and demonstrated institutional/instructional leadership as evidenced by attaining threshold minimum number of points on the Merit Lane Rubric as specified below;

OR

3. Master's degree in subject field and thirty graduate semester hours beyond the master's degree, of which a minimum of 20 must in the subject or related field and at least 5 years of full-time professional work experience outside of academia and the completion of at least 10 years of experience as a full-time faculty member at Oakton and demonstrated institutional/instructional leadership as evidenced by attaining a threshold minimum number of points on the Merit Lane Rubric as specified below. Up to one-third of the thirty hours beyond the Master’s degree may be from undergraduate credits earned after the date of initial placement, to be counted at two-thirds of a graduate semester hour;
D. **Procedures for Merit-Lane:** Each September, all faculty members who meet the academic and length of service qualifications Merit Lane as described above in 13.5.B and 13.5.C may give notice of how they meet these qualifications, verified by the Department of Human Resources. This notice shall be sent to the Vice-President for Academic Affairs, who shall oversee the Lane Change Committee described in Section 13.3 F.

In addition to minimum educational and length of service requirements, applicants shall qualify for Merit Lane on the basis of providing evidence of exemplary service through the completion of the Merit Lane Rubric that measures both the quantity and consistency of service and its quality. The rubric documents excellence in each of four categories: Service to Students, Service to the College, Service to the Community and Professional Development. In order to be considered for Merit Lane appointment, applicants must show evidence that a minimum of 15% of the total number of points appear in each category, as well as evidence of annual contributions to each of the categories. A threshold minimum final point total for the entire Rubric will also be established annually. Requirements for threshold points for the Rubric will be announced with the call for Merit Lane applications.

The Lane Change Committee shall convene in both the fall and spring semesters. In the fall semester their charge shall be to review questions from eligible faculty regarding their Merit Lane applications and to resolve potential disputes regarding the appropriateness and/or weight of rubric items. In the spring semester, eligible faculty shall submit their completed application forms and rubrics to the Lane Change Committee. The Committee shall carefully review all submissions, certify those applications that meet the requirements for Merit Lane as outlined above and then rank order the applicants based on their final threshold points scores, with the applicant with the highest total points ranked number one, the next highest total points ranked two, etc. The Committee will release this rank ordering to the President only at such time as the Board has determined the number of positions to be endowed. Ordinarily the Board will endow at least three positions. It is agreed that a minimum of 10 qualified applicants shall be admitted to the Merit Lane over the term of this bargaining agreement. Merit Lane appointments go into effect the following fall semester. Faculty admitted to Merit Lane shall receive the title of Distinguished Professor.

It is expected that a periodic verification of credentials between a faculty member and a faculty member’s Dean shall be a part of the Merit Lane process. Records of the faculty member’s achievements shall be reviewed and recorded through the use a professional portfolio, and certified periodically during the five-year review cycle. At the time of application, the Dean shall sign off on the faculty member’s credentials, verifying that to the best of his/her knowledge, all credentials and support materials are true and accurate.

E. Faculty who were appointed to F-Lane (now Merit Lane) prior to 2013 will automatically become members of Merit Lane.
F. **Continuing Demonstration of Excellence by Faculty Members in the Merit-Lane:** Faculty members in the Merit-Lane will periodically demonstrate, in writing, their continuing excellence in the activities outlined in the Merit-Lane Rubric. Faculty members must present documentation through an agreed upon minimum level of service based on the Merit Lane Rubric and the use of a professional portfolio. Periodic demonstrations of excellence should coincide with regular evaluations of tenured faculty members as provided for in Policy 4113.

G. The Merit Lane Process, along with the Merit Lane Rubric and threshold points total, shall be reviewed annually, and updated as needed, per the approval of both the College and OCCFA.
### 13.6 Summary of E and Merit Lane Eligibility Criteria

<table>
<thead>
<tr>
<th>LANE</th>
<th>BACCALAUREATE</th>
<th>CAREER</th>
</tr>
</thead>
</table>
| E    | 1) Master’s in subject + 60 graduate semester hours in any area (20 of which can be alternate credit)  
2) Earned doctorate with at least 30 graduate semester hours in subject area | 1) Bachelor’s degree + 60 graduate semester hours in any area (20 of which can be alternate credit)  
2) Bachelor’s degree + Master’s + 30 graduate semester hours (10 of which can be alternate credit)  
3) Earned doctorate |
| M    | 1) Doctor's degree in the subject field + the completion of at least 10 years of experience as a full-time faculty member at Oakton + demonstrated institutional/instructional leadership as evidenced by attaining a threshold minimum number of points on the Merit Lane Rubric  
2) Master’s degree (i.e., MBA or MFA) in subject field requiring a minimum of 90 graduate semester hours + the completion of at least 10 years of experience as a full-time faculty member at Oakton + demonstrated institutional/instructional leadership as evidenced by attaining a threshold minimum number of points on the Merit Lane Rubric  
3) Master’s in subject field + 30 graduate semester hours beyond the master’s of which a minimum of 20 must in the subject or related field + the completion of at least 10 years of experience as a full-time faculty member at Oakton + demonstrated institutional/instructional leadership as evidenced by attaining threshold minimum number of points on the Merit Lane Rubric. Up to one-third of the sixty hours beyond the Master’s degree may be from undergraduate credits earned after the date of initial placement, to be counted at two-thirds of a graduate semester hour | 1) Doctor's degree in the subject field + the completion of at least 10 years of experience as a full-time faculty member at Oakton + demonstrated institutional/instructional leadership as evidenced by attaining threshold minimum number of points on the Merit Lane Rubric  
2) Master’s degree (i.e., MBA or MFA) in subject field requiring a minimum of 90 graduate semester hours + the completion of at least 10 years of experience as a full-time faculty member at Oakton + demonstrated institutional/instructional leadership as evidenced by attaining threshold minimum number of points on the Merit Lane Rubric  
3) Master’s in subject field + 30 graduate semester hours beyond the master’s of which a minimum of 20 must in the subject or related field + 5 years of full-time professional work experience outside of academia + the completion of at least 10 years of experience as a full-time faculty member at Oakton + demonstrated institutional/instructional leadership as evidenced by attaining threshold minimum number of points on the Merit Lane Rubric. Up to one-third of the thirty hours beyond the Master’s degree may be from undergraduate credits earned after the date of initial placement, to be counted at two-thirds of a graduate semester hour |
13.7 Other Compensation

A. **Substitute Pay**: A faculty member who substitutes for another faculty member will be compensated at $35.00 per contact hour. The substitute must maintain all his/her regularly scheduled office hours and other institutional obligations. Long term substitution, i.e., for a continuous period of more than four weeks or one quarter of a course, shall be compensated pro-rata at the overload rate based on the proportion of the course for which substitute teaching was done. The faculty member whose class is being covered by a substitute shall be deemed to be on leave of absence.

B. **Overload Pay**: Full-time faculty will be paid overload pay for all LHEs over thirty according to the following schedule:

- $730 effective the beginning of the 2012-13 academic year
- $740 effective the beginning of the 2013-14 academic year
- $740 to $750 to be determined by the College and OCCFA by Nov 1, 2013 effective the beginning of the 2014-15 academic year
- $740-$760 to be determined by the College and OCCFA by Nov 1, 2013 effective the beginning of the 2015-16 academic year

C. **Summer Pay**: A faculty member who has been employed as a full-time faculty member during the preceding spring semester, and who will be employed as a full-time faculty member during the following fall semester, or who will be retiring at the end of the summer term, will be paid 2.667% of the previous year’s contracted salary for teaching each LHE during the intervening summer session, up to a maximum of 6 LHEs. All LHEs over six will be paid at the overload rate of the preceding spring semester. In the event a faculty member is employed as a full-time faculty member for the succeeding semester after the summer session has begun, summer pay will be recalculated according to the above guidelines.

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**ARTICLE XIV: BENEFITS**

14.1 Health Insurance Benefits:

A. **Overview**: During the term of this Agreement, all full-time faculty members shall be entitled to receive a Health Insurance Plan for themselves, their domestic partner, their eligible dependents and/or their domestic partner’s eligible dependents. Insurance plans will also include vision, prescription coverage, and a Dental Insurance Plan, as represented in this Article.

B. **Eligibility**: Eligibility starts on the first day of employment. Insurance coverage shall extend through summer to the first day of the fall-semester for themselves, their domestic partner, their eligible dependents and/or their domestic partner’s eligible dependents, their civil union spouse, their eligible dependents and/or their civil union spouse’s eligible dependents covered by this contractual agreement during the preceding spring semester.
C. The Health Insurance Plan(s).

1. Employees have a choice of the plans in effect on July 1, 2012, unless changes are agreed to by the Board and Association as described in Section 14.1 E.

2. All employees will receive a Master Plan Document (including drug formularies) or have access to a copy of a Master Plan Document describing the coverage of the plans. Updates will be distributed at the start of the College’s Annual open enrollment period.

D. Dental Insurance Plan for faculty members, their domestic partner, their eligible dependents and/or their domestic partner’s eligible dependents with benefits no less than those in effect on July 1, 2012, unless changes are agreed to by the Board and Association as described in Section 14.1 E.

E. Funding and Plan Oversight

1. The College will fund its share of the benefits described above, according to the following cost sharing formula (percentage of total premium):

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<thead>
<tr>
<th></th>
<th>FY13</th>
<th>FY14</th>
<th>FY15</th>
<th>FY16</th>
</tr>
</thead>
<tbody>
<tr>
<td>Individual</td>
<td>85.0%</td>
<td>85.0%</td>
<td>85.0%</td>
<td>85.0%</td>
</tr>
<tr>
<td>Emp + spouse,</td>
<td>80.0%</td>
<td>80.0%</td>
<td>80.0%</td>
<td>80.0%</td>
</tr>
<tr>
<td>Emp + Child,</td>
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<tr>
<td>Family</td>
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<th>FY13</th>
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<tbody>
<tr>
<td>Individual</td>
<td>15.0%</td>
<td>15.0%</td>
<td>15.0%</td>
<td>15.0%</td>
</tr>
<tr>
<td>Emp + spouse,</td>
<td>20%</td>
<td>20%</td>
<td>20%</td>
<td>20%</td>
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<tr>
<td>Emp + Child,</td>
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<tr>
<td>Family</td>
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2. Insurance Committee:

   a. During the term of this Agreement, there shall be a nine-member committee, comprised of an equal number of representatives from the full-time faculty, the classified staff and the administration, to (1) approve health insurance carriers; (2) set coverages; and (3) modify insurance plans to insure optimum coverage from available resources. The President of OCCFA shall appoint the faculty members to the committee, the President of OCCCSA shall appoint the staff members to the committee, and the President of the College shall appoint the administrators to the committee. The consensus of at least seven members of the committee shall be required to approve any action. The committee shall recommend for ratification any alteration in the insurance program provided herein to the boards of their respective groups; any changes to premium costs and plan benefits made by the insurance committee will ordinarily be announced preceding the open enrollment period in June; ratification shall not be withheld unreasonably.

   b. The insurance committee shall meet as often as necessary to review and recommend alterations in insurance coverage, including but not limited to, comparability of costs and benefits between self-insurance, commercial insurance, HMO’s, and other relevant insurance models (e.g., consumer-driven plans).
3. Any faculty member needing assistance with an insurance issue may seek assistance through the Human Resources Office.

14.2 **Life Insurance Benefits:** All full-time faculty members shall be entitled to receive a term life insurance plan during the term of this agreement. The plan will:

A. Provide life insurance coverage to each faculty member in an amount equal (to the nearest thousand) to two (2) times the base salary of the individual faculty member during the term of this Agreement with the full cost of the premium for such insurance to be assumed and paid by the College.

B. Faculty members will have the option to buy additional life insurance, if available and under the terms available, as generally provided during the previous contracts.

14.3 **Disability Benefits:** Disability benefits are available under SURS. Human Resources will work with affected employees to help them understand disability benefits and eligibility and make application, if necessary.

14.4 **Tuition and Fee Waiver:** Members of the full-time faculty and their immediate families (spouse, domestic partner, eligible dependents and/or their domestic partner’s eligible dependents) may enroll in Oakton credit courses at no cost for tuition. The college will also waive up to $100 in fees per academic year to be used by members of the full-time faculty or their immediate families, as long as the aggregate total cost of fees waived does not exceed $100.

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**ARTICLE XV: SENIOR FACULTY STATUS AND RETIREMENT BENEFITS**

15.1 **Senior Faculty Program**

A. **General Provisions:**

1. To be eligible for the Senior Faculty Program benefit, a faculty member must declare intent to retire by July 2, 2015 and retire by August 1, 2017.

2. The Senior Faculty Program benefit will sunset and be discontinued (except for previously approved Senior Faculty Program participants) upon expiration of this Collective Bargaining Agreement on August 12, 2016.

3. An application for the Senior Faculty Program benefit, once approved the Board, is irrevocable after approval by the College’s Board of Trustees.

B. **Eligibility Requirements for Senior Faculty Program Benefits:**

1. A faculty member must have completed 10 years of full-time service to Oakton Community College, no less than 8 years of which are as a full-time faculty member, at the date of notice either as a full-time faculty member or a full-time faculty member and administrator.

2. A faculty member must be eligible to retire under the provisions of the SURS.
3. A faculty member must notify the President/or the Associate Vice President of Human Resources of the intention to retire. Notice shall include the effective date of retirement (month, day, and year).

4. In any of the faculty member’s final four (4) consecutive academic years immediately preceding retirement, the faculty member does not receive an annual earnings increase in excess of the SURS six percent (6%) earnings increase limit.

C. Benefits Notice Dates for Eligible Faculty Electing Senior Faculty Program Benefits.

<table>
<thead>
<tr>
<th>Benefits Start</th>
<th>Notice Date</th>
<th>Retirement By Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fall 2012</td>
<td>September 4, 2012</td>
<td>August 1, 2016</td>
</tr>
<tr>
<td>Fall 2013</td>
<td>July 2, 2013</td>
<td>August 1, 2017</td>
</tr>
<tr>
<td>Fall 2014</td>
<td>July 2, 2014</td>
<td>August 1, 2017</td>
</tr>
<tr>
<td>Fall 2015</td>
<td>July 2, 2015</td>
<td>August 1, 2017</td>
</tr>
</tbody>
</table>

D. Senior Faculty Program Notification

Upon receipt of timely notice, the Associate Vice President of Human Resources will verify eligibility of the faculty member to receive Senior Faculty Program Benefits. Notice of Senior Faculty Program benefits eligibility will be provided to the faculty member within 10 working days of receipt of the faculty member’s written notice of intent to retire.

E. Compensation Under the Senior Faculty Program

1. The faculty member shall receive a salary increase of 6% of the faculty member’s prior year base salary, for each academic year after notice of retirement election as provided in Section 15.1.C., up to a maximum of four consecutive academic years. The base salary increase of 6% of the prior year base salary will begin the first pay period of the new academic year. The faculty member will be removed from the regular faculty salary schedule upon being granted Senior Faculty Program approval.

F. Limitations on Summer and Overload Assignments

1. After the faculty member is approved for Senior Faculty Program benefits participation and removed from the faculty salary schedule, the faculty member’s total annual earnings increases shall be limited to 6.0% per year to comply with the SURS 6.0% earnings increase cap and to prevent the College from incurring any financial penalty payments to SURS for exceeding the annual earnings increase limit.

2. In their first year under the Senior Faculty Program, participating faculty shall not be assigned any additional summer load, overload, or other paid duties which qualify for SURS earnings other than those assignments the faculty member was assigned in the academic year and summer term immediately preceding the faculty member’s notification of retirement in Section 15.1.C. In
any subsequent years prior to retirement, the faculty member will not be assigned any additional summer load, overload, or other paid duties that were not assigned in the preceding year. For any Senior Faculty Program participant in the SURS Self-Managed Program, there is no limit to assignments of summer load, overload, or any other additional paid duties other than as set forth in other provisions of this Agreement.

3. If the faculty member has taught summer load in the year prior to being granted Senior Faculty Program benefits, and is assigned a summer load equal to or less than the preceding summer but, due to illness, is unable to teach the same amount of summer load as in the previous year, the faculty member has the option to use accumulated, paid sick leave for any of the assigned employment days missed due to illness. This will apply in any year of Senior Faculty Program participation. All applicable contractual provisions from Section 9.1.A. (Sick Leave) will apply to the faculty member’s summer assignment, including those regarding documentation of the illness.

15.2 Retirement Health Insurance Benefits

A. Retiree Health Insurance: All retiree health benefits will be administered by the State of Illinois College Insurance Plan.

B. A faculty member who retires with ten (10) or more years of service as a full-time Oakton faculty member may elect to receive a lump sum payment to defray the faculty member’s cost of post-retirement health insurance.

<table>
<thead>
<tr>
<th>Years of Full-Time Faculty Service</th>
<th>Amount of Lump Sum Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>10.0-14.0</td>
<td>$ 6,000</td>
</tr>
<tr>
<td>14.1 or more</td>
<td>$10,000</td>
</tr>
</tbody>
</table>

A faculty member will receive the one-time lump sum payment within six (6) months of the effective date of retirement. A faculty member’s eligibility for the lump sum payment is contingent upon their retirement not resulting in a SURS 6% earnings cap penalty to the College based upon the faculty member’s annual earnings increase in excess of 6.0% during any year of their final rate of earnings (“FRE”) period. If the College receives an invoice from SURS for earnings in excess of the 6.0% earnings cap, the amount of the lump sum payment will be used to offset the amount of the College’s 6.0% cap penalty payment (i.e., if the College receives a SURS penalty payment of $5,000 and the faculty member is eligible for a $10,000 lump sum payment, the faculty member will receive a $5,000 payment).

The lump sum payments set forth above are post-retirement payments and are not subject to SURS contributions and, therefore, will not be included in an employee’s FRE calculation for SURS. Lump sum payments will be eligible for tax-sheltered IRC 403(b) and 457(b) contributions and will be subject to federal and state income tax withholding and Medicare tax when applicable.

C. Emeritus Status: A full-time faculty member who retires from the College after at least ten years of full-time service may request an Emeritus appointment within four years of the effective date of retirement. Applications
are due December 15th of the academic year before the appointment is to be effective. If approved by the Board of Trustees, the appointment is effective the term immediately following the effective date of retirement. Emeritus appointments are effective for ten years, at the end of which application for subsequent re-appointment must be made.

Emeritus faculty members will be entitled to have their names listed in a section of the College catalog, to receive tuition waivers for three courses of their choice taken during a calendar year, to access and check out library materials, to have inter-library loan privileges, and to have Internet access through the College, providing such access does not conflict with the ability of currently enrolled students and currently employed faculty members to access and use the Internet. Such access will be provided the Emeritus faculty member at no cost, except as future costs for Internet access may be assessed to the College. In this case, a portion of such costs may also extend to the Emeritus faculty member.

Emeritus faculty members who retired under any previous collective bargaining agreement will continue to be eligible for tuition waivers in accordance with any maximum course limitations or other restrictions on tuition waivers in the applicable collective bargaining agreement.

Emeritus faculty members who retire under this 2012-2016 Agreement will be entitled to receive tuition waivers for nine credits of their choice taken during a calendar year.

Emeritus faculty members who retire under this 2012-2016 Agreement, and who reside out-of-district, and who have dependent children under the age of 25, will be entitled to have their dependent children pay in-district tuition rates for up to a total of 30 semester credit hours during a calendar year.
ARTICLE XVI: DURATION OF CONTRACT

This Agreement shall be effective as of August 21, 2012 and shall remain in full force and effect through August 16, 2016.

OAKTON COMMUNITY COLLEGE
FACULTY ASSOCIATION

OAKTON COMMUNITY COLLEGE
BOARD OF TRUSTEES

(Signed) Kathleen Carot
President

(Signed) Jody Wadhwa
Chairman

(Signed) John Stryker
Secretary

(Signed) William Stafford
Secretary

Date Executed: August 21, 2012
APPENDIX A: WORKLOAD POLICY

The following policy defines the ways in which LHEs are assigned in the faculty's annual workload and outlines the faculty's professional responsibilities. It is understood that the College encourages and supports an atmosphere of professionalism and of continued development of professional skills, and that the College provides a number of options for professional development.

I. Areas Of Responsibility

Deans have responsibility and authority for assigning faculty schedules. Normally, this will be accomplished in consultation with department/program chairs/coordinators and individual faculty members. In this document, the term dean will include the division deans, the Dean of Library and Media Services (for Library and Media Services faculty members and cooperatively for faculty teaching distance learning courses), and the Dean of Students (for Student Development faculty members.)

Normally, faculty members are expected to be on campus the days their classes meet, as well as the days they have institutional commitments, such as Student Development assignments, Library/Media Services assignments, or college meetings and committee work, in addition to the days specified contractually for activities such as orientation week, commencement, and evaluation/grading days, as defined in Section 8.1, College Calendar. Each faculty member will be expected to maintain a minimum of ten office hours per week. [See Contract Section 6.4.]
The faculty's workload consists of several areas of responsibility, of which the following list is representative:

A. **Instructional Activities**, including but not limited to:
   1. Preparation of assignments and presentations
   2. Delivery of instruction
   3. Evaluation of student performance
   4. Tutorial work with students
   5. Advising and counseling students
   6. Keeping records
   7. Conducting classroom, course, program and, when applicable, general education assessment activities.

B. **Institutional Activities**, including but not limited to:
   1. Planning, developing, and modifying courses and curricula.
   2. Working collaboratively, when applicable, with other faculty members on curriculum issues (such as generic syllabi, catalog course descriptions, text selection, proficiency examinations, assessments, etc.)
   3. Participation in division and department activities (such as meetings, committees/task forces, governance, development and implementation of departmental assessment activities, etc.)
   4. Participation in College-wide activities (such as committees/task forces, governance, accreditation studies, student activities, professional development, etc.)
   5. Participation in College-related community activities.
   6. Participation in professional development activities, including workshops, conferences, courses, seminars, etc.
   7. Participation in College-related external professional meetings.

II. **Full-Time Faculty Load**

The basic unit for determining load is a lecture hour equivalent (LHE), and the load for all full-time faculty is thirty LHEs per academic year. The following sections describe the specific components of load for instructional, Student Development, and Library and Media Services faculty assignments.

A. **Instructional Load**: It is understood that an instructional LHE comprises three elements: course preparation, delivery of instruction, and evaluation of student work. Variations in LHEs assigned to courses reflect the varying proportion of one or more of these elements. Ordinarily, a load will be 15 LHEs each semester but, depending on institutional needs, the total load may be determined on the basis of both semesters in the academic year (30 LHEs). Ordinarily the regular load in any given semester will not be less than 12 LHEs nor more than 18 LHEs. In those cases where a faculty member routinely must teach in excess of base load in the spring term due to built-in overload, at the request of the faculty member, the dean will work with the faculty member in an attempt to find an alternative schedule.

If a load is possible that meets the stipulations below, but the faculty member chooses a load that is inconsistent with them, the faculty member must sign a waiver of the additional LHEs.
1. Every effort will be made to assign a base load to each faculty member that does not require more than three different preparations for courses within a semester (or two preparations for courses of 6 or more LHEs for lecture/standard laboratory faculty members). In those cases when additional preparations must be assigned, each course will be credited with an additional 0.75 LHE (e.g., in such circumstances a faculty member whose usual load is five 3 LHE courses would instead have a load of four 3.75 LHE courses for a total of 15 LHEs). The following guidelines apply:

   a. When multiple preparations are required to construct a full load (e.g., when multiple sections are not available) the premium will not be paid, unless special kinds of courses/circumstances are required (e.g., when new courses are involved).

   b. Classes taught in the same room at the same time by a single instructor (e.g., ART 131 and ART 231) are considered a single preparation.

   c. Modular courses normally taught as a group or sequence by the same instructor (e.g., CAS 111, CAS 112, and CAS 113) are considered a single preparation.

   d. Non-modular courses having fewer than 3 LHEs are counted as fractional preparations (i.e., a 1 LHE course is 1/3 of a preparation; a 2 LHE course is 2/3 of a preparation).

   e. Those practicum courses that involve regularly scheduled lecture/discussion sessions will be assigned fractional preparations for the lecture/discussion sessions as provided in item d., above. However, those without such sessions will not be considered to be additional preparations. (Practicum courses are understood to be those courses that require the instructor to visit students at work/clinical/practicum sites, with payment based on a factor times the number of students.)

   f. In those instances where a faculty member has demonstrated to the appropriate dean that the course materials used for a distance learning or Internet/Web-based class require substantially different preparation than traditional sections of the course, this will be recognized as a course preparation that is separate from the other sections of the course.

   g. When a faculty member is assigned four or more different preparations for courses with different LHE values, the faculty member will be awarded the following additional LHEs:

<table>
<thead>
<tr>
<th>Courses worth 3 LHEs or more</th>
<th>.75 for each course with a separate preparation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Courses worth fewer than 3 LHEs</td>
<td>.25 per LHE for each separate preparation</td>
</tr>
</tbody>
</table>

   h. No preparation premium is paid for overload classes.

   i. In no case will a faculty member receive more than three LHEs per semester for extra preparations.
2. Only under extreme circumstances, when institutional need dictates and all other options have been exhausted, may a faculty member be required to teach a schedule that differs from the schedule approved by the Dean for that semester. When such a situation arises in the week before the class(es) begin, the faculty member will be awarded:

3 LHEs if this results in a fourth preparation (as specified in A. 1, above);
2 LHEs if this results in a new preparation; or
1 LHE if this does not result in a new preparation.

The above provisions do not apply when the change to a faculty member’s schedule was the result of one or more of his or her courses being dropped because of low enrollment.

3. Whenever possible, all teaching assignments considered to be part of a faculty member's regular load will fall within an 8-hour period. When, in extraordinary circumstances, a faculty member is required to teach a schedule that does not allow a twelve-hour break between the end of the last class on one day and the beginning of the first class on the next, the evening course will be assigned an additional .125 LHE for each LHE with which the course is normally credited if the situation occurs once a week, and .25 LHE for each LHE with which it is normally credited if it occurs more than once a week.

4. Insofar as possible, faculty members assigned to weekend classes will have schedules in which the work week will not exceed five (5) days and, if possible, such schedules will provide for two (2) consecutive days off. In any event, the faculty member will be expected to maintain office hours accessible to students. In those instances where it is not possible to avoid a work week of more than five (5) days, the dean will make every effort to group the faculty member's classes relatively close together so as to avoid lengthening the workday as well as the work week, and the faculty member's weekend class with the highest number of LHEs will be credited with an additional 0.25 LHEs for each LHE with which it is normally credited.

5. While a faculty member may be assigned to classes on more than one campus as part of the regular load, the dean will make every effort to avoid assigning classes on more than one campus on the same day. When such an assignment is made, the faculty member will be eligible for local mileage reimbursement for each one-way trip between campuses for classes or meetings on those days when he/she is teaching on more than one campus. In the case of faculty members whose load is calculated in hourly equivalents, commuting time will be counted as part of the workday.

B. **Student Development Assignments**: The full-time faculty assignment for a Student Development faculty member will be 30 LHEs per regular academic year. The usual assignment will be 12 LHEs of instructional load and 18 LHEs of Student Development responsibilities.

1. **Instructional Load**: The basic unit for determining load is a lecture hour equivalent (LHE). A full-time Student Development teaching assignment is 12 LHEs per academic year. Normally, a load will be 6 LHEs per semester, but depending on institutional needs, the total load may be determined on the basis of both semesters. Alternate time assignments may be made based on institutional need and individual
interest and expertise; this may result in fewer than 12 LHEs of instructional assignment. **1 x hours scheduled.**

2. **Office Hours:** Student Development faculty members will observe the same number of office hours and for the same purposes as all faculty members in addition to the hours assigned under 3., below, (e.g., being available to students, preparing for class, evaluation of students’ work, review and development of instructional methodology, division and department meetings, professional reading, doing work related to volunteer service on institutional study groups, task forces, and committees).

3. **Student Development Load:** The 18 LHEs of Student Development load will include the following activities over the regular academic year. Normally, 9 LHEs will be assigned each semester, but depending on institutional needs, the total load may be determined on the basis of both semesters. **.5 x hours scheduled.**

Student Development responsibilities include but are not limited to the following:

a. availability to students through counselor-on-duty hours, evening hours, and outreach activities;

b. providing accurate and current information on Oakton programs, transfer requirements, career opportunities;

c. monitoring student progress, especially those students in academic difficulty;

d. being alert to and communicating student perceptions, needs, and interests to appropriate offices in the College;

e. availability to faculty and staff members, and the dean in the faculty member’s assigned division for support in their assigned functions for interventions.

The particular responsibilities will be assigned each semester after the Student Development faculty members and the Dean of Students have identified the institutional needs that are reasonable for Student Development faculty members to meet. Then a determination will be made about how much time each need and function requires, following which individual assignments will be made. These assignments will be discussed by the Student Development faculty as a group. The Dean of Students has the responsibility and authority to determine the assignments of the individual faculty member.

**Actual clock hours assigned to an individual Student Development faculty member will be expected to average 35 hours per week.**

C. **Library And Media Services Faculty:**

Full-time faculty assigned to Library and Media Services carry out overall professional operations and have functional responsibility in one of the library’s primary work units, along with instructionally-related assignments (such as selection of curriculum-related materials). Office hours are included in these scheduled work hours.
0.31 X 29 scheduled clock hours = 9 LHEs and 1 instructionally related assignment (optional) = 6 LHEs

III. Load Carryover Provisions

Load and overload will be compensated within the year in which it occurs. However, if a released time assignment extends across academic years, released time earned in one year can be carried forward during the life of the assignment. (For example, the assignment of a Higher Learning Commission visit.)

Up to 2 excess LHEs from the regular load (over 30 hours per year excluding overload courses) may be carried over from the spring semester and credited during the summer term for a faculty member who has regularly assigned alternate time for chair/coordinator responsibilities during the summer term in which the carryover is to be credited.

A faculty member may not teach a load under 30 LHEs during an academic year and owe the College LHEs in the subsequent academic year.

IV. Lecture Hour Equivalent (LHE) Definitions/Formulas

LHE Allocation For Courses: The allocation of LHEs to a particular course is determined at the time a course proceeds through the curriculum approval process. Documentation of the approved LHE allocation may be found in the curriculum files kept in the Office of Academic Affairs. A department seeking to change the current allocation must follow the established process for course revision.

A. Lecture: The instructor spends class time on presentation of the subject matter, discussion, and/or problem solving.

The instructor is required to spend additional out-of-class time, preparing for class, evaluating student work on assignments and exams, and working with students. 1 x hours scheduled.

B. Composition Courses: Provision was made for composition courses prior to the writing of the first faculty contract in 1986. A lecture class in which the instructor is required to spend an extraordinary amount of time outside of class critiquing and evaluating written assignments and examinations, and tutoring students. Such courses include: English 074, 075, 076, 090 (ESL); 096 and 097 (Dev. Comp.); 101 and 102; 111 and 212 (Bus./Tech. Writing); 201 and 202 (Creative Writing); 210 (Expository Writing); and 150 and 152 (Journalism). 1.25 x hours scheduled.

C. Standard Lab:

1. The instructor is required to devote a significant portion of the lab time to lecturing and preparing students for the experiments and/or activity, and to spend the remainder of the time supervising and assisting students engaged in completing the experiment/activity. The instructor is required to spend a substantial amount of time preparing for the lab and evaluating student work on lab assignments and examinations. 1 x hours scheduled.
2. **Nursing Clinical Practice:** The instructor is required to select from case records patients for individualized assignments for each student, prepare each student for each case assignment, directly supervise and evaluate each student's performance of the assignment, prepare and deliver pre- and post-clinic lectures, and hold weekly individual student conferences. **1 X hours scheduled.**

D. **Open Lab:** Students spend lab time working on assignments stemming from the lecture portion of the course. The instructor:

1. is required to supervise lab activities but the lab does not generate a substantial amount of preparation or evaluation in addition to that required for the lecture portion of the course. **.70 x hours scheduled.**

2. is not required to be present to supervise the lab, but must spend substantial time preparing lab materials and assignments for students and evaluating their lab work.. **.70 x hours scheduled.**

E. **Underenrolled Classes:** Ordinarily, underenrolled classes (on site or Internet/web-based) for which students have options will be canceled before the start of the class. It is understood that the College may elect to offer underenrolled class sections and assign the full LHE value when students do not have other reasonable options. This determination lies solely with the Vice President for Academic Affairs in consultation with Academic Council.

If an underenrolled section for which students do have other options is offered, it will be paid on a pro-rata basis according to the formula below:

\[
\text{Pro-rata LHE} = \frac{\# \text{ of students} \times \text{LHEs, ordinarily assigned}}{10}
\]

In the case of an underenrolled media-based class (enrollment < 15), the pro-rata load assignment will be calculated according to the following formula:

\[
\text{Pro-rata LHE} = \frac{\# \text{ of students} \times \text{LHEs ordinarily assigned}}{15}
\]

Ordinarily, underenrolled sections paid at the pro-rata rate will not be assigned as part of load without the consent of the faculty member, unless this is the only option available for a full load.

F. **Independent Study:** Supervising and instructing students in an existing course on an individual basis, or presenting a special topics course not otherwise offered by the College in a classroom format. All independent study arrangements require the division dean's approval; only in exceptional circumstances will an instructor be assigned more than one INS section.

**Calculation:** 
\[
\text{LHEs} = \frac{\# \text{ students} \times \# \text{ credits}}{10}
\]

(e.g., 1 student, 1 credit = .1 LHE
4 students, 3 credits = 1.2 LHE
3 students, 5 credits = 1.5 LHE)
G. Applied Courses:

1. **Applied Music (Private Lessons):** Maximum number of students per faculty member (sections combined), is 12.

   **Calculation:** 1 student, 2 credits = 0.80 per student for regular load or overload

2. **Fitness Center Courses:** Maximum number of students per section per faculty member is 60.

   **Calculation:** 1 section, 1 credit with 2 hours lab = 1.4 LHEs

H. **Practicum:** Students are involved in practical work experiences which the instructor supervises in conjunction with personnel in the working location. May or may not include lecture time.

   **Calculations:**
   
   1 x credit hours scheduled for lecture
   (if 7 or more students are enrolled in the class)
   
   PLUS
   
   0.33 LHE x number of students

   *(for Health Related and Early Childhood Education Programs)*

   OR

   0.17 LHE x number of students

   *(for other technologies)*

I. **Supervised Work Of Clinical Experience:** A practicum requiring extensive preparation time, contact hours, and/or visits to several sites away from campus several times a week. Up to 0.66 LHE X number of students, upon agreement between the dean and faculty member, with the approval of the Vice President for Academic Affairs.

J. **Nursing Courses:**

For the duration of this contract, nursing courses having both didactic and clinical components that require the instructor to spend an extraordinary amount of time collaborating with the chair person, mentoring adjunct faculty, and serving as a liaison with numerous clinical facilities will be compensated with overload LHEs (See Team Teaching: Nursing Lead below). A list of the duties and responsibilities for the lead instructor are in a document that shall be kept in the Division One (1) office. Faculty will also be compensated with overload LHEs for preparing regularly scheduled
NCLEX Review sessions (See NCLEX Review: Nursing below).

<table>
<thead>
<tr>
<th>OVERLOAD LHE CALCULATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Team Teaching: Nursing Lead</td>
</tr>
<tr>
<td>Overload LHEs</td>
</tr>
<tr>
<td># of Weeks x # of Sections x .024</td>
</tr>
<tr>
<td>NCLEX Review: Nursing</td>
</tr>
<tr>
<td>Overload LHEs</td>
</tr>
<tr>
<td>(# of Days x # of Hours x # of Weeks) ÷ 16</td>
</tr>
</tbody>
</table>

K. **Multiple Course/Instructor Packages:**
All course packages, including pilots and unique academic projects, require a written proposal to the appropriate dean(s) a semester in advance of the term in which they are to be offered. Approval of Academic Council is required for all such proposals.

1. **Team Teaching:** Two instructors share equally the responsibilities for teaching the same course. The instructors are required to coordinate their efforts and to be present at all class meetings. Each instructor receives half the LHEs allocated to the course and a 1-LHE overload assignment.

2. **Multiple Course/Instructor Packages:** Two or more instructors from different disciplines offer a package of courses in which the instructors integrate the syllabi, work together to plan each class session, attend one another's classes, and meet together with students regularly.

Each instructor will receive the full number of LHEs allocated to his or her own course. Each instructor may receive up to the full number of LHEs allotted to the other course(s). Compensation for the other course(s) will be determined by how thoroughly the courses are integrated based on the information presented in the proposal. Elements to be considered include but are not limited to:

a. Number of classroom hours present and fully participating in the second course (assuming that approximately one third of the LHE load for any course is for in-classroom work)
b. Extent of integration of the various syllabi
c. Extent of assigned reading and background reading and research for the other course(s)
d. Amount of student evaluation (reading papers, etc.) that requires the full attention of every faculty member in the package.
e. Level of revision of integration required every time the package is taught

The basis for such allocations of LHE will be primarily the proportion of time and effort required as compared with the 45 academic hours (37.5 clock hours) per LHE of work in preparation, delivery and assessment of a normal course.

During the first-time offering of each multiple course package and in subsequent terms, as warranted, the instructors and appropriate dean(s) will assess the effectiveness of the courses and instructors and review the appropriateness of the LHE allocation.
L. Intercollegiate Coaching Compensation: Physical Education faculty members who are assigned intercollegiate coaching or assistant coaching responsibilities shall have the following LHEs as part of their load. Other qualified full-time faculty members engaged in coaching shall receive the following LHEs as overload pay. Other qualified full-time faculty members may be assigned intercollegiate coaching as part of base load if approved by the Vice President for Academic Affairs provided such shall be in the sole discretion of the Vice President and non-precedential.

<table>
<thead>
<tr>
<th>Workload Guide for Coaching Assignments</th>
<th>LHEs for Head Coach</th>
<th>LHEs for Assistant Coach</th>
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<tr>
<td>Baseball</td>
<td>11</td>
<td>7</td>
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<tr>
<td>Men’s Basketball</td>
<td>11</td>
<td>7</td>
</tr>
<tr>
<td>Women’s Basketball</td>
<td>11</td>
<td>7</td>
</tr>
<tr>
<td>Bowling</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>Cheerleading</td>
<td>6</td>
<td></td>
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<tr>
<td>Cross-country</td>
<td>5</td>
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<tr>
<td>Golf</td>
<td>5</td>
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<tr>
<td>Gymnastics</td>
<td>9</td>
<td></td>
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<tr>
<td>Marathon</td>
<td>2</td>
<td></td>
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<tr>
<td>Soccer</td>
<td>6</td>
<td>4</td>
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<tr>
<td>Softball</td>
<td>6</td>
<td>4</td>
</tr>
<tr>
<td>Men’s Tennis</td>
<td>5</td>
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<tr>
<td>Women’s Tennis</td>
<td>5</td>
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<tr>
<td>Indoor Track</td>
<td>5</td>
<td></td>
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<tr>
<td>Outdoor Track</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>Volleyball</td>
<td>6</td>
<td></td>
</tr>
<tr>
<td>Wrestling</td>
<td>7</td>
<td></td>
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<tr>
<td>Pom Pon</td>
<td>6</td>
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</tr>
</tbody>
</table>

M. Other Faculty Assignments: Assignments related to and supportive of instruction, curriculum, and learning. Examples include curriculum development, sponsorship of activities, chairing career programs and baccalaureate departments, directing theater productions. These assignments may carry varying LHE value according to the classroom-equivalent time they require. The dean and faculty member will make arrangements appropriate to the particular assignments.

In the case of Department/Program chairs/coordinators, responsibilities include such tasks as curriculum planning, faculty recruitment, liaison with industry, and other appropriate tasks as determined by the dean in consultation with the chair, in a manner consistent with the chair’s job description. The chair will be accountable to the dean for the use of this alternate time. [See also Contract Sections 10.7 Alternate Time and 10.9 Department/Program Chairs and Coordinators.]

V. Distance Learning Courses

A. Media-Based Courses: This provision is specific to courses taught primarily using the following media: audio tapes, video tapes, DVD’s, and/or CD’s. The standard allocation (class size) for a media-based course is ten students above the allocation for on-campus sections of the course. If the media-based course enrollment exceeds
this number the faculty member will be paid the normal LHE value plus an additional pro-rata LHE based on the following formula for up to 15 additional students.

\[
\frac{\text{# of students in excess of standard allocation for the media-based course}}{15} \times \text{LHEs for the course}
\]

If the media-based course enrollment exceeds the normal media-based course enrollment plus 15, the faculty member will receive twice the LHEs normally assigned to the course.

Media-based course enrollment will be limited to twice the sum of the allocation for an on-campus section of the course plus 10. The following example is given to illustrate these points.

PSY 101 - on campus class size is 35; media-based course class size is 45.

Enrollment is less than 15 - pro-rata according to the formula in Section IV. 5 (Underenrolled Classes).

Enrollment is between 15 and 45 - normal LHE assignment.

Enrollment is between 46 and 59 - normal LHE assignment plus pro-rata for students in excess of 45 according to the formula above.

Enrollment is between 60 and 90 - twice the normal LHE assignment.

B. Interactive Video Courses: This provision is specific to courses taught via live, interactive video broadcasts over a T-1 line to students at off-campus sites. Students may also be present at the delivery site, in which case that site is counted towards the maximum (see #5 below).

Stipulations:
1. Participation in any distance learning course is voluntary on the part of the faculty.

2. Faculty members who request and are assigned a distance learning course as part of load or overload, will be compensated for training time at the rate of $20 per hour, not to exceed 20 hours.

3. The first time a faculty member teaches a specific distance learning course, an additional $500 compensation will be paid. The second time the same faculty member teaches the same course, there is no additional compensation.

4. A distance learning section is credited to a faculty member's total load the same as any non-distance learning section of the same course.

5. The maximum number of receiving sites, including the site of origin if students are present there, is three.
6. Class size shall be limited to the customary maximum class size for the course taught on campus. Compensation for additional enrollees will be provided for according to this formula.

\[
\text{# of students in excess of standard allocation for the media-based course} \times \text{LHE for the course} / 15
\]

7. Media recorded for/from a distance learning course are for student use, and may not be used for any commercial purpose. Media of a distance learning course may not be used in the evaluation of a faculty member without the faculty member's consent. Unless there is an extraordinary reason for preserving the media, all media of a given distance learning course will be destroyed within two weeks of the course completion. In such case, the faculty member must be consulted and a new deadline mutually agreed upon by which the media will be destroyed. Media may also be retained if the right and title to ownership of the tapes has been negotiated in advance by the faculty member and the College.

C. **Internet/Web-Based Courses**: This provision applies to courses taught in part or entirely via an asynchronous, interactive, Internet/Web-based medium.

**Stipulations:**

1. Participation in any Internet/Web-based course is voluntary on the part of the faculty.

2. A faculty member who wants to develop and/or teach an Internet/Web-based course will first discuss the proposed course with the appropriate dean. The dean and the faculty member, in conjunction with the department chair and the Director of Software and User Services, or designee, will evaluate the proposal and make recommendations about appropriate institutional support, including released time, to the Vice-President for Academic Affairs. Deans have responsibility and authority for assigning faculty schedules. Normally, this will be accomplished in consultation with the appropriate department/program chair and the faculty member who developed the course.

3. If a faculty member agrees to develop and/or teach an Internet/Web-based course, the OCCFA president shall be notified in writing by Academic Council of the details of the assignment and the LHEs assigned.

4. Ordinarily, the maximum number of students enrolled in any Internet/Web-based class shall not exceed 20. Compensation for enrollments above 20 will be calculated using the pro rata formula in Contract Section IV. E.

5. A faculty member who is developing and/or teaching an Internet/Web-based course will have reasonable support to do so, including where necessary a dedicated office computer.

6. An Internet/Web-based course is credited to a faculty member’s total load the same as any other section of the same course.
7. The first time a faculty member offers an Internet/Web-based section, this section will be treated as a preparation separate from other non-Internet/Web-based sections of the same course. Subsequent offerings of the same Internet/Web-based course will not be treated as a separate preparation unless the faculty member petitions and receives approval from the Vice President for Academic Affairs.

8. Course materials published on the Internet/Web shall not be used in the evaluation of a faculty member without that faculty member’s consent.

VI. Credit/Non-Credit Continuing Education and Training Courses Assigned as Part of Load

Recognizing that there may be times when it may be mutually beneficial to assign to a full-time faculty member as part of load or overload a credit or non-credit Continuing Education and Training (CET) course, the following provisions shall apply:

A. When such an opportunity arises, the Executive Director of CET (or designee) shall notify the respective dean and department chair who, in turn, shall notify qualified faculty members of the potential assignment. In those instances when a faculty member initiates the process, the faculty member shall notify his/her department chair and dean before consulting with the Executive Director of CET about the need for or appropriateness of such training.

B. Should a number of faculty members express interest in the potential assignment, the Executive Director, in consultation with the dean and chair, will determine which, if any, faculty members’ qualifications and skills best match the prospective course and audience.

C. Before a load assignment is made, the faculty member, the department chair and the dean, in consultation with the Executive Director of CET, shall consider the number of LHEs to be recommended to the Vice President for Academic Affairs for approval. This process does not constitute assignment of load; such assignment remains the responsibility of the appropriate dean.

1. LHE equivalencies will take into account the amount of time needed for preparation, delivery and evaluation of instruction, assuming that all three components are present in the assignment.

2. Ordinarily, credit courses offered through the Institute or ALL will carry at least the same number of LHEs as any other section of the course offered on campus.

3. LHEs for non-credit courses will be determined on the basis of criteria specified in section C. 1 above.

4. Only ICCB-reimbursable courses will be eligible for assignment as part of load.

D. Should a faculty member be scheduled to teach CET courses off-site prior to and following a department/division meeting, the faculty member will be reimbursed for round trip mileage expenses. Normally, other obligations that require the faculty
member’s attendance on campus will not be eligible for reimbursement; exceptions may be recommended for approval to the Vice President for Academic Affairs.

E. If a faculty member agrees to accept as part of load a CET credit or non-credit course, the OCCFA president shall be notified in writing by Academic Council of the details of the assignment and the LHEs assigned.

F. Ordinarily, a faculty member shall not be assigned more than four LHEs for CET contract course work in a given semester.

G. A faculty member shall not be required to take a credit or non-credit CET course as part of load.

H. Class size for contract credit and non-credit courses shall not exceed the norms for the course/discipline involved.

I. On rare occasions, on a case-by-case basis, a faculty member may request that the LHEs associated with teaching contract credit and non-credit courses through the Continuing Education and Training Division be carried forward from spring semester to the following fall semester.
<table>
<thead>
<tr>
<th>Formula</th>
<th>Class Scenario</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td><strong>UNDERENROLLED CLASSES (on site and Internet/Web based):</strong> Ordinarily, underenrolled classes for which students have options will be canceled before the start of the class. It is understood that the College may elect to offer underenrolled class sections and assign the full LHE value when students do not have other reasonable options. This determination lies solely with the Vice President for Academic Affairs in consultation with Academic Council. If an underenrolled section for which students do have other options is offered, it will be paid on a pro-rata basis according to formula #1.</td>
</tr>
<tr>
<td>2.</td>
<td><strong>UNDERENROLLED CLASSES (media based):</strong> Ordinarily, underenrolled classes for which students have options will be canceled before the start of the class. It is understood that the College may elect to offer underenrolled class sections and assign the full LHE value when students do not have other reasonable options. This determination lies solely with the Vice President for Academic Affairs in consultation with Academic Council. If an underenrolled section for which students do have other options is offered, it will be paid on a pro-rata basis according to formula #2.</td>
</tr>
<tr>
<td>3.</td>
<td><strong>OVERENROLLED MEDIA-BASED COURSES:</strong> The standard allocation (class size) for a media-based course is ten students above the allocation for on-campus sections of the course. If the media-based course enrollment exceeds this number, the faculty member will be paid the normal LHE value plus an additional pro-rata LHE based on the following formula for up to 15 additional students. If the media-based course enrollment exceeds the normal media-based course enrollment plus 15, the faculty member will receive twice the LHEs normally assigned to the course.</td>
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<td>4.</td>
<td><strong>INDEPENDENT STUDY:</strong> Supervising and instructing students in an existing course on an individual basis, or presenting a special topics course not otherwise offered by the College in a classroom format. All independent study arrangements require the division dean's approval; only in exceptional circumstances will an instructor be assigned more than one INS section.</td>
</tr>
<tr>
<td>5.</td>
<td><strong>APPLIED COURSES: APPLIED MUSIC (Private Lessons):</strong> Maximum number of students per faculty member (sections combined), is 12.</td>
</tr>
<tr>
<td>6.</td>
<td><strong>APPLIED COURSES: FITNESS CENTER COURSE:</strong> Maximum number of students per section per faculty member is 60.</td>
</tr>
<tr>
<td>7.</td>
<td><strong>PRACTICUM: (for Health Related and Early Childhood Education Programs)</strong> Students are involved in practical work experiences which the instructor supervises in conjunction with personnel in the working location. May or may not include lecture time.</td>
</tr>
<tr>
<td>8.</td>
<td><strong>PRACTICUM: (for other technologies)</strong> Students are involved in practical work experiences which the instructor supervises in conjunction with personnel in the working location. May or may not include lecture time.</td>
</tr>
<tr>
<td>9.</td>
<td><strong>SUPERVISED WORK OF CLINICAL EXPERIENCE:</strong> A practicum requiring extensive preparation time, contact hours, and/or visits to several sites away from campus several times a week.</td>
</tr>
<tr>
<td>Scenario</td>
<td>Formula</td>
</tr>
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<td>---------</td>
</tr>
<tr>
<td><strong>1. UNDERENROLLED CLASSES (on site and Internet/Web based):</strong></td>
<td>Pro-rata LHE = ( \frac{\text{# students} \times \text{LHEs ordinarily assigned}}{10} )</td>
</tr>
<tr>
<td><strong>2. UNDERENROLLED CLASSES (media based):</strong></td>
<td>Pro-rata LHE = ( \frac{\text{# students} \times \text{LHEs ordinarily assigned}}{15} )</td>
</tr>
<tr>
<td><strong>3. OVERENROLLED MEDIA-BASED COURSES:</strong></td>
<td>Pro-rata LHE = ( \frac{\text{# students in excess of standard allocation} \times \text{LHEs for the course}}{15} )</td>
</tr>
<tr>
<td><strong>4. INDEPENDENT STUDY:</strong></td>
<td>Pro-rata LHE = ( \frac{\text{# students} \times \text{credit hours}}{10} )</td>
</tr>
<tr>
<td><strong>5. APPLIED COURSES: APPLIED MUSIC (Private Lessons):</strong></td>
<td>Pro-rata LHE = ( \text{# students in 2 credit courses} \times 0.8 )</td>
</tr>
<tr>
<td><strong>6. APPLIED COURSES: FITNESS CENTER COURSE:</strong></td>
<td>Pro-rata LHE = ( \text{# sections of 1 credit, 2 hour lab} \times 1.4 )</td>
</tr>
<tr>
<td><strong>7. PRACTICUM: (for Health Related and Child Care technologies)</strong></td>
<td>Pro-rata LHE = ( \frac{\text{# credit hours scheduled for lecture} + \text{# students} \times 0.33}{*\text{If 7 or more students are enrolled}} )</td>
</tr>
<tr>
<td><strong>8. PRACTICUM: (for other technologies)</strong></td>
<td>Pro-rata LHE = ( \text{# hours scheduled for lecture} + \text{# students} \times 0.17 )</td>
</tr>
<tr>
<td><strong>9. SUPERVISED WORK OF CLINICAL EXPERIENCE:</strong></td>
<td>Pro-rata LHE = ( \text{# students} \times 0.66 )</td>
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</table>
GLOSSARY OF TERMS

Alternate Institutional Appointment

- Faculty member’s base load assignment may be allocated, in whole or in part, to another department or other educational and/or institutional activities on a temporary, term or permanent basis.

Assessment

- Assessment is the ongoing systematic collection, review, and use of information about educational programs undertaken for the purpose of improving student learning and development. The ultimate goal is to obtain valid and reliable information on which to base educational decisions.

  - Classroom Assessment: Faculty use informal classroom assessment techniques to gather information from an individual course section about whether students are learning what faculty have been teaching. The purpose is to improve teaching and learning while a course is still in progress.

  - Course Assessment: Course assessment allows us to determine how well students across all sections are learning what the course learning outcomes say they will.

  - General Education Assessment: General education assessment allows us to determine how well students across the College are achieving the general education competencies identified by the College.

  - Program Assessment: Every career degree and certificate program, along with specialized transfer degrees, has a statement of purpose and learning outcomes. Program assessment verifies that the program is designed to foster this learning.

Calendar Terminology

- The academic hour = 50 minutes.
- The academic year: the fall and spring semesters.
- College day: any weekday (Monday through Friday) that the College is open for business
- The college year: the twelve month period including fall, spring, and summer terms.
- The contract year: the twelve month period running from the first day of the fall semester through the end of the following summer session.
- The fiscal year: the twelve month period running from July 1 through June 30.
- Instructional day: any weekday scheduled in the College calendar for classes
- Instructional week: any week or portion of a week in which classes are scheduled
- Interim may be used to refer to any of the periods of time between semesters: fall to spring, spring to summer, or summer to fall.
- One office hour = a 50-minute academic hour.
- The summer session covers the period from the day after Evaluation Days of the spring semester through the date faculty return for fall semester orientation. Courses scheduled wholly or primarily in this period are considered to be summer courses.
- Sick/Personal Day – 8 hour per day, can be taken ¼ day increments (2 hour block) or ½ day increments (4 hour block).
- **Work(ing) Day**: Any day that a faculty member’s classes meet, as well as the days faculty have institutional commitments, such as Student Development assignments, Library/Media Services Assignments, or college meeting and committee work, in addition to the days specified contractually for activities such as orientation week, commencement and evaluation/grading days as defined in Section 8.1
- The **work year**: the 169 days during which faculty are expected to be on campus.

**Civil Union (CU)**

- A civil union is a legal relationship granted to unmarried adult partners by the State of Illinois. The Civil Union Law ensures that civil unions and marriage are treated identically under Illinois Law. A Civil Union relationship can be established by completing the CU license either through the State of IL or Cook County. This license would then need to be submitted to Oakton Community College for the civil union spouse to be placed onto the employee's benefits.

**Committees**

- **College-wide Committee**: A committee composed of individuals from more than one division or unit of the college.

**Coordinator**

- A faculty member who oversees a sub unit of an academic department or a special program and receives a portion of the alternate time allocated for management of that department;

  or

- A faculty member who receives an alternate time assignment to oversee a college-wide function, program, or event (e.g., the Honors Program, Global Studies, Women’s and Gender Studies, the WSAT program).

**Department**

- an organization of faculty administered by a chair or coordinator(s) to assist with the efficiency of planning and program development activities.

**Discipline**

- a set of related courses, most often identified by a particular three-letter prefix in the College catalog.

**Domestic Partnership (DP)**

- a domestic partnership is a legal or personal relationship between two individuals who live together and share a common domestic life but are neither joined by marriage nor a civil union. Domestic Partners are also individuals who are jointly responsible for each other’s common welfare and can demonstrate this by providing proof of at least 3 of the following: A DP Affidavit (received in the HR office); a joint mortgage or lease; beneficiary designation on life, retirement plan or a will; power of attorney for property or health care; or joint ownership of banking account or motor vehicles.
Faculty
- Faculty refers to all faculty members collectively. It does not refer to individual faculty members.
- Faculty member is used to refer to an individual member of the faculty.
- Full-time faculty are those who are under contract as either tenured, tenure-track, or one-year, and whose workload consists of 30 LHEs for the academic year.

Field
- Related Field: An academic discipline closely related to another discipline
- Subject Field: An academic discipline within a particular department
  Subject Field also includes areas related to the subject field as approved by the Vice-President for Academic Affairs or designee. Education courses submitted as related to the subject field must be demonstrably in the area of instructional methodology and curriculum in the field, not in educational administration.

General
- Normally, usually, generally, typically, and ordinarily are interchangeable.

Load
- Base Load: 30 LHEs per academic year (fall and spring)
- LHE: Lecture Hour Equivalent
- Instructional Overload: class contact hours, office hours (at least one hour per week for each requested overload class), and preparation time in addition to a faculty member’s regular load. Overload assignments may not conflict with a faculty member’s other responsibilities. During the semester in which an overload course is taught, the faculty member receives compensation above that for the regular load (above 15 LHEs) for the number of LHEs assigned to the course.
- Variable Load: Upon agreement between a faculty member and the dean, and in consistency with institutional needs, the faculty member will have a load above 15 LHEs in the fall or spring semester, and the load is reduced in the other semester for a total of 30 LHEs for the academic year. As stipulated in the Workload Policy, ordinarily, base load in a given semester will not be less than 12 LHEs nor more than 18 LHEs.

Merged Department
- a one time administrative unification of two or more department(s) and/or discipline(s) into a single department led by a chair or coordinator. Merged departments change the assignment (appointments) of the faculty therein from their original, separate or multi-disciplined departments to the newly created department.

Multi-Discipline Department
- an organization of faculty in 2 or more distinct academic or subject disciplines, administered by a single chair and/or coordinator(s) who assists the Dean in planning and program development activities.
Non-traditional Course Delivery

- **Distance Learning**: The umbrella category for courses taught primarily outside of the standard classroom environment. At Oakton, three types of distance learning courses are offered.
  - **Interactive Video Courses**: courses taught via live, interactive video broadcasts over a T-1 line to students at off-campus sites
  - **Internet/Web-based Courses**: courses taught in part or entirely via an asynchronous, interactive, Internet/Web-based medium
  - **Media-based Courses**: courses taught primarily using the following media: audio tapes, video tapes, DVD’s, and/or CD’s

Program

- a set of required and elective courses designed to meet specific career or transfer goals, and leading to a degree or certificate upon successful completion of catalog requirements that may be administered by a chair or coordinator.
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