AGREEMENT
BETWEEN THE BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT
NO. 530, COUNTIES OF WILLIAMSON, JACKSON, FRANKLIN,
RANDOLPH, AND PERRY
AND
JOHN A. LOGAN ILLINOIS EDUCATION ASSOCIATION

FOR FALL 2023 THROUGH SUMMER 2027
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AGREEMENT

THIS AGREEMENT is entered into this August 16, 2023, by and between the BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 530, COUNTIES OF WILLIAMSON, JACKSON, FRANKLIN, RANDOLPH, AND PERRY, AND STATE OF ILLINOIS (hereinafter referred to as the "Board") and the JOHN A. LOGAN IEA ASSOCIATION, affiliated with the ILLINOIS EDUCATION ASSOCIATION AND THE NATIONAL EDUCATION ASSOCIATION (hereinafter referred to as the "Association") and only applies to said parties.

WITNESSETH:

WHEREAS, the Board has voluntarily endorsed the practices and procedures of collective negotiations as a fair and orderly way of conducting its relations with its full-time teaching faculty members insofar as such practices and procedures are appropriate to the functions and obligations of the Board to retain the right to operate JOHN A. LOGAN COLLEGE effectively in a responsible and efficient manner and insofar as such practices and procedures are consonant with the paramount interests of the District and its residents;

WHEREAS, the Association has been chosen by a majority of the full-time teaching faculty members in the appropriate bargaining unit set forth in the Recognition Agreement as the bargaining representative in an election held on April 25, 1972.

WHEREAS, it is the intention of the parties to the Agreement to provide, where not otherwise mandated by statute, for the salary schedule, fringe benefits, and conditions of employment of the full-time faculty members covered by this Agreement to prevent interruptions of work and interference with the efficient operation of JOHN A. LOGAN COLLEGE, and to provide an orderly and prompt method of handling and processing grievances;

NOW, THEREFORE, the parties agree with each other as follows:
ARTICLE I Recognition and Representation

Section 1.1. Recognition and Representation Agreement.
The Board has recognized the Association as the sole and exclusive bargaining agent for all faculty holding full-time contracts and has entered into a Recognition Agreement with the Association under the date of April 18, 1972, and amended on December 6, 2007, a copy of which is attached hereto as Appendix A and A-1, which said revised Recognition Agreement shall be part of every agreement which may be in effect after December 6, 2007, between the Board and the Association.

Section 1.1-1. Definition of Faculty.
Faculty, as used hereinafter in this contract, refers to full-time teaching faculty covered by this agreement. Reference to other faculty not covered by this agreement will be specified explicitly or qualify as faculty not covered by this agreement. These definitions are for use solely in this contract to determine benefits eligibility.

Section 1.2. Meeting with Other Faculty Organizations.
This Agreement shall not be construed to prevent the Board or any administrator from meeting with any employee or employee organizations, including Shared Governance, representing members for the purpose of hearing the views and proposals of such employee or such employee organization, provided that as to those matters covered by this Agreement, no change or modification shall be made except through negotiation and agreement with the Association.

Section 1.3. Non-Discrimination.
The Board and the Association agree to continue their established policies of prohibiting all forms of illegal discrimination. Neither the Board nor the union shall discriminate against any member of the bargaining unit because of membership in, or lack of membership in, or their participation in, or refusal to participate in the activities of the Association or its state or national affiliates.
ARTICLE II Grievance Procedure

Section 2.1. Definition.
A grievance is a difference of opinion with respect to the meaning or application of the specific terms of this Agreement. Faculty may use this grievance procedure. All members covered under this agreement shall be referred to as the grievant in this Article II of this contract.

Section 2.2. Procedures.
It is desirable for an employee and the employee's supervisor to resolve problems through informal discussions. If, however, the informal process fails to resolve the issue, a grievance shall be processed as follows:

STEP 1: Any member covered by this Agreement who has a grievance shall submit it in writing to the Immediate Supervisor or other person designated by the Board for this purpose. The grievance shall set forth in detail all relevant facts upon which it is based, the provision or provisions of the Agreement allegedly violated, and the relief requested.

The Immediate Supervisor or other person designated will discuss the grievance with the member at a time mutually agreeable within fifteen (15) calendar days of receipt of the written grievance. A representative of the Association will be given the opportunity to be present at such meeting and, if requested by the member, may represent the member at the meeting. If no settlement is reached, the Immediate Supervisor or other person designated by the Board for this purpose shall give a written answer within fifteen (15) calendar days following their meeting.

STEP 2: If the grievance is not settled at Step 1 and the member wishes to appeal the grievance, it shall be referred in writing within fifteen (15) calendar days after receipt of the answer at Step 1 to the Provost or his/her designee. The Provost or his/her designee shall discuss the grievance with the member at a time mutually agreeable within fifteen (15) calendar days of receipt of the written grievance. A representative of the Association will be given the opportunity to be present at such meeting and, if requested by the member, may represent the member at the meeting. If no settlement is reached, the Provost or his/her designee shall give a written answer within fifteen (15) calendar days following their meeting.
**STEP 3:** If the grievance is not settled at Step 2 and the member wishes to appeal the grievance, it shall be referred in writing within fifteen (15) calendar days after receipt of the answer at Step 2 to the President. The President or his/her designee (provided he/she has not been previously involved in Step 1 or Step 2) shall discuss the grievance with the member at a time mutually agreeable within fifteen (15) calendar days after receipt of the written grievance. A representative of the Association will be given the opportunity to be present at such meeting and, if requested by the member, may represent the member at the meeting. If no settlement is reached, the President or his/her designee shall give a written answer within fifteen (15) calendar days following their meeting.

**Section 2.3. Appeal to Board.**

If the grievance is not settled in Step 3, it may be referred in writing by the member or the Association within fifteen (15) calendar days after the receipt of the answer in Step 3 to the Board for possible review. Should the Board decide to hear the grievance, the member, at his or her discretion, may also present the grievance orally at the next regularly scheduled Board meeting. A representative of the Association will be given the opportunity to be present at such meeting and, if requested by the member, may represent the member at the meeting. After the receipt of the written grievance, the Board shall give the grievant its answer within thirty (30) calendar days after the next regularly scheduled Board meeting.

**Section 2.4. Binding Arbitration.**

Grievances not settled after being appealed by the member or the Association through all steps provided by the grievance procedure may be submitted for binding arbitration as provided for in the 115 ILCS 5/10, from Ch. 48. Par. 1710.

A. If the Association or grievant is not satisfied with the disposition of the grievance, the Association may submit the grievance to final and binding arbitration under the [Voluntary Labor Arbitration Rules of the American Arbitration Association](https://www.adr.org/voluntary), which shall act as administrator of the proceedings; such submission must occur within fifteen (15) calendar days of the Board of Trustees written decision, or within fifteen (15) calendar days that the written decision is due, whichever is earliest. By mutual agreement, the parties may request the Expedited Rules of the American Arbitration Association be used instead of the Voluntary Labor Arbitration Rules.
B. The College and the Association agree to attempt to arrive at a joint stipulation of facts and issues as outlined for the purpose of submission to the arbitrator.

C. The arbitrator shall neither amend, modify, nullify, ignore, add nor subtract from the provisions of the Agreement.

D. The expenses and fees of the arbitrator and the cost of the hearing room shall be shared equally by the parties. Nothing in this Article shall preclude the parties from agreeing to the appointment of a permanent arbitrator(s) during the term of this Agreement.

E. The decision and award of the arbitrator shall be final and binding on the College, the Association, and the employee or employees involved, except that either party is entitled to file an appeal pursuant to law.

F. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy, it shall pay for the cost of the same.

Section 2.5. Association Grievance.

The Association shall have the right to file grievances as defined in Section 2.1.

Section 2.6. Time Limits.

Regardless of informal discussions that may transpire, no grievance shall be entertained or processed unless it is submitted by the beginning of the next academic term (excluding summer) or within thirty (30) calendar days after the first occurrence giving rise to the grievance, whichever is longer. A grievance must be filed or appealed within the time limits set forth in this Article, or the grievance shall be considered settled on the basis of the last answer given. If the Board representative fails to give its answer within the limits provided above, the grievance shall be considered settled in favor of the grievant. Time limits may be extended by written agreement between the parties.

Section 2.7. Withdrawal of Grievance.

A grievance may be withdrawn with mutual consent of the parties at any level without establishing precedent. Through Step 2 of the Grievance Procedure, a grievance may be withdrawn by the grievant or the Association without establishing precedent.
Section 2.8. Filing of Materials.

All records relative to the filing of and resolution of a grievance shall be filed separately from the personnel files of the grieving faculty. This does not mean that materials already included in the faculty member’s personnel file shall be removed unless these records are the focus of the grievance and the grievance is resolved in favor of the faculty member.
ARTICLE III Duties and Responsibilities, Assignment, Salary, and Rates of Pay

Section 3.1 Duties and Responsibilities.

Each full-time teaching faculty member covered by this Agreement shall have the duty and the responsibility to:

A. Provide instruction at scheduled class times, as assigned by the Administration.
B. Be available on campus during scheduled final exams.*
C. Post and maintain (8) office hours each week. If a faculty member teaches two or more classes with a lab component, office hours may be reduced by (1) hour each week. Office hours should be served in the faculty’s office or other designated location on campus. All office hours should be included on the Office and Teaching Schedule and the course syllabi.
D. Attend* scheduled department meetings.
E. Use the College’s LMS to document student attendance, grades, course materials, etc., and utilize it to continue instruction in case of emergency or College closures.
F. Serve on and attend* various standing and ad hoc committees and task forces.
G. Represent the College’s Core Values.
H. Assist in the creation and achievement of strategic goals and tactics for the College.
I. Observe, support, and enforce the regulations and policies of the College, consistent with his/her rights as a private citizen.
J. Assist in the promotion of student activities and clubs, as well as voluntarily sponsor clubs.
K. Participate in the development, implementation, and documentation of appropriate assessment activities. Utilize assessment results to improve teaching and learning in the classroom.
L. Assist in the recruitment of students.
M. Assist in the design and development of curriculum, including designing program improvement activities and program reviews.
N. Maintain personal and master syllabi in accordance with current guidelines.
O. Prepare textbook recommendations and submit those as needed each semester.
P. Assist in activities related to maintaining ICCB and HLC guidelines, including program review and evidence collection.
Q. Complete professional development activities prescribed by the College. Activities may include Vector Training (up to a maximum of ten hours per academic year unless required by an accrediting body), training sessions on campus, conferences &/or training occurring off campus, or a combination of the above. One day of mandatory professional development will occur prior to the start of each spring semester. Faculty are expected to attend and must use vacation or sick time if unable to attend. In addition, some training must be made up in an alternate format. If faculty make up training, the time off will be credited back. In addition, Professional Development opportunities offered periodically throughout the semester will be optional.
R. Attend convocation days in Fall, as outlined in Section 3.3-3 Faculty must use vacation or sick time if unable to attend.
S. Attend commencement.
T. Strive to substitute for colleagues.
U. Assist with the administration of proficiency exams.
V. Fulfill all terms of this contract unless, through mutual agreement between the College and the individual, an exception is arranged.

Failure to meet these obligations may result in the creation of a remediation plan and a corrective action plan.

*Flexibility in scheduling does NOT excuse attendance at required department meetings, committee or taskforce meetings, or other related duties. Failure to attend may necessitate the use of vacation or sick time. Pre-arranged exceptions may be possible for classes taught off campus and must be approved by the Provost.

Section 3.1-1. Remediation and Progressive Discipline.

Remediation

Remediation will be employed when a member is not meeting Duties & Responsibilities, as stated in Section 3.1 of this Agreement, and/or after receiving an evaluation that indicates remediation is needed. The purpose of remediation is to improve the performance of the faculty and to allow for professional growth.

The Remediation Plan shall be developed by the Administration in consultation with the member's department chair and the Association. The Plan will include targeted performance goals, strategies, and means of measuring success along specific timelines.

If the member successfully completes the remediation plan in the time designated, the plan will be expunged from the member’s personnel file/record after 365 days.

Progressive Discipline

The Board endorses the concept of corrective, progressive discipline and shall employ the use of it except in extenuating circumstances, justifying more immediate and serious discipline.

Progressive discipline shall generally mean:

a. Verbal reprimands or warnings
b. Written reprimands or warnings
c. Suspension with pay
d. Suspension without pay; and
e. Termination of employment
No disciplinary action shall be instituted against any member without just cause. Any disciplinary action beyond oral reprimand shall be predicated upon written charges directly related to the member's employment or fitness to perform his/her duties.

Prior to imposing disciplinary action beyond a verbal warning, the appropriate member of the Administration will meet with that person and provide them with an opportunity to present his/her case. The member will be given the opportunity to be accompanied by an Association representative. Whenever possible, advanced verbal and written notice of the purpose of the meeting will be provided, and such notice will include a statement advising the member of his/her right to Association representation.

If, subsequent to the meeting, the College decides to impose further discipline, the member shall be sent a written statement of the charges and the discipline imposed. A copy will also be provided to the Association.

If the member disagrees with the disciplinary decision, he/she may initiate a grievance in accordance with the grievance process outlined in Article II of this agreement.

The Administration shall make every effort for discipline or remediation to be timely in its administration and resolution. As a result, the Administration and the Association agree that recommendations for discipline or remediation will be made, barring extenuating circumstances, within 30 days of the Administration becoming aware of an alleged violation by the employee.

Section 3.1-2. Evaluation of Full-Time Faculty.

The procedure for the evaluation of members covered by this Agreement is included below. Evaluation methods will be reviewed jointly by the Administration and Association prior to the expiration of this agreement. This evaluation will include component(s) for evaluating faculty teaching on-line and hybrid courses.

FACULTY EVALUATION PROCEDURES

NON-TENURED FACULTY

Purpose:

1. Improvement of instruction
2. Basis for retention of instructors
3. Basis for awarding tenure
Administrative Evaluations
All non-tenured instructors shall be evaluated a minimum of two times each year. The Department Chair will conduct one announced evaluation, and the Assistant Provost or Dean will conduct one unannounced faculty evaluation during the fall semester of each year.

Only faculty who are determined to have problems as a result of the fall evaluations will be evaluated in the spring. This will be determined by a consultation of the Department Chair and Assistant Provost or Dean.

Assessment Conference
Upon completion of each faculty evaluation, the evaluator will schedule a conference with the instructor to review the evaluation.

Student Evaluations
All non-tenured faculty shall distribute student evaluations to all classes each semester.

Evaluations shall be sent to the Office of the Assistant Provost of Academic Affairs. Each set of student evaluations will be summarized by the Assistant Provost’s Office.

The Assistant Provost of Academic Affairs and the Department Chair or Director of Nursing will review and sign off on the evaluations. After this, the Assistant Provost will send a copy to the faculty’s personnel file, and then the student evaluations will be returned to the faculty.

TENURED FACULTY
Purpose:
The primary objective for assessment of tenured instructors is for the improvement of instruction.

Administrative Evaluation
Each tenured faculty member will be evaluated once every three years. The evaluation process will consist of an announced teacher evaluation in a class of the instructor’s choice conducted by the Assistant Provost or Dean.

Assessment Conference
Upon completion of each faculty evaluation, the evaluator will schedule a conference with the instructor to review the evaluation.
Student Evaluations

All tenured faculty shall distribute student evaluations to all classes each semester.

Evaluations shall be sent to the Office of the Assistant Provost of Academic Affairs. Each set of student evaluations will be summarized by the Assistant Provost’s Office. The Assistant Provost of Academic Affairs and the Department Chair or Director of Nursing will review and sign off on the evaluations. After this, the Assistant Provost will send a copy to the faculty’s personnel file, and then the student evaluations will be returned to the faculty.

Section 3.1-3. Online Assessment.

The Provost will select members of an Online Assessment Team (OAT). This committee will be responsible for the evaluation of all online and hybrid courses taught at the College. Courses will be evaluated once every three years. The committee will complete a report which will be shared with the course instructor, Department Chair and Administration. This online evaluation shall be considered in the overall evaluation process for all non-tenured and tenured faculty.

Section 3.1-4. Faculty Office Assignment and Reassignment.

Faculty office assignments and reassignments will be made by the Administration in cooperation with all Department Chairs. Priority for private offices will be given first to Department Chairs, followed by faculty with advisement responsibilities. The Administration will attempt to provide private office space for all full-time faculty members.

Section 3.1-5. Office Space for IEA President.

A room is assigned as office space for IEA Faculty President as long as the office is utilized on a regular basis and not used as a storage room only.

Section 3.2. Faculty Assignment.

The assignment of a full-time teaching faculty member covered by this Agreement shall consist of thirty (30) equated hours over two (2) semesters. Class assignments will not be made more than five (5) consecutive days per week except by mutual consent of the faculty member and the administration. The administration will attempt to avoid class assignments involving consecutive late night and early morning classes for faculty members. For the purpose of determining teaching load, laboratory or other comparable teaching arrangements will be equated to three-fourths (3/4) of a lecture hour.
In fall and spring semesters, the placement and supervision of student work experience will be equated as follows, so long as it is not a specific duty of a coordinator who receives a stipend or release time for such activities. In a summer semester, the placement and supervision of student work experience will be equated as follows for all faculty who oversee placement and supervision.

Placement:

A. Secure site(s) for student rotation and obtain contract or affiliation agreement with each site.

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Supervision:

A. Instructor must have scheduled contact with the student at the placement site for mentoring and evaluation.

B. Evaluation tool utilized must be clear to provide feedback to the student.

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Section 3.2-1. Overload Courses.

Participation in overload courses is at the option of the members covered by this Agreement. Those choosing to participate will be compensated in accordance with Appendix B-4. The maximum load for all full-time faculty shall be forty-two (42) equated hours per academic year (excluding summers). If the assignment of an overload class causes the faculty member’s assignment to exceed twenty-five (25) equated hours in any one semester, the overload assignment will not be made. Overload courses will be offered to faculty on an equal basis before they will be offered to faculty not covered by this agreement, with the exception of Advanced Placement/Dual Credit course classes taught during the normal school day (8:00 a.m. - 4:00 p.m.) on the high school premises taught by certified instructors who are covered by a negotiated contract with the local board of education. Full-time faculty wishing to teach overload classes will be given priority over other faculty not covered by this agreement through the first three (3) scheduled class sessions of any term in instances where an extra credit class is cancelled due to low enrollment. In extreme cases, a faculty member may exceed the forty-two (42) equated hour maximum up to two (2) credit hours per academic year with approval from the Provost when provided with evidence supporting the need for the course offering and documentation that no other staffing options are available. In such cases, Association approval is not needed.

Faculty are permitted to teach one section of ORI 100 or SCI 100 per semester without it counting as part of their academic load of 42 credit hours.

Section 3.2-2. Minimum and Maximum Class Size.

The College recognizes the importance of class size in providing the highest quality educational service and instruction to students. Therefore, the faculty member, the Department Chair, and the Administration should make every effort to maintain a reasonable class size consistent with the nature of the course offering and the financial resources of the College. Minimum & maximum class sizes apply to both face-to-face and online courses.

Minimum Class Size

A. The College will have a minimum class size of eleven (11) or 50% of the maximum enrollment, whichever is less, for a class to proceed as a regular class. This will apply to overload and summer classes and excludes the Winter Session.
B. The following exceptions/guidelines for minimum sizes will be considered to either option when a course or courses is stated in a curriculum guide and required for a specific semester:

- There are full sections, and one additional section is needed to serve students
- Second year with high attrition (attrition and controlling it should be addressed by the program lead and evidence shown)
- Only section of course
- Courses not offered yearly

C. The last day of late registration will be used to determine class size.

D. Courses compensated as modified courses, which add students following the last date of late registration to exceed ten (10), will become part of the faculty member’s load unless it would cause the faculty member to exceed the total forty-two (42) equated credit hour limit. Faculty close to the 42- equated hour limit shall work with the appropriate Department Chair and Administration to cap the class at ten (10) students for the class to be compensated as a modified class or assigned to another faculty member, as needed.

Maximum Class Size

A. The maximum enrollment target for all classes (i.e., sections of classes) taught in an academic semester shall not exceed the available work stations or the amount of equipment or resources, in the room.

B. With classes having external mandates, such as from accrediting bodies, the external mandate will be followed.

C. The maximum enrollment for online courses shall be capped at 25 students, except for the Winter Session.

Section 3.2-3. Online and Hybrid Course Development.

The opportunity to develop and teach any online or hybrid course offered for an online degree, transfer credit, or as part of a certificate or degree program will be given to qualified faculty members before those not covered by this agreement. Faculty members, however, shall not be required to teach online and/or hybrid courses unless it was a specific job requirement in the position advertisement/description.
Requests to initiate an online and/or hybrid course shall first go to the appropriate Department Chair or Administrator, who will announce at departmental meetings the desire for a specific online or hybrid course to be developed and taught at the College. Faculty qualified to develop and teach the course(s) will either accept or decline the offer, which will be recorded in department minutes. Courses that are accepted by the faculty members shall then be approved by the appropriate department and Department Chair, the Curriculum and Instruction Committee, and the Administration. If the qualified faculty members decline the offer to develop and teach the online or hybrid course, the Department Chair or Administrator will notify the College so it can offer the opportunity to develop and teach the desired course to others not covered by this agreement.

After offering a right of first refusal to qualified faculty and after presentation to the department, the Provost may ensure the course offering in online and/or hybrid format.

Section 3.2-4. Supplemental LMS Course Material Ownership.

Supplemental course material posted to the College’s LMS for face-to-face courses is owned by the faculty who created that material. Course materials and resources cannot be copied and/or shared without the written permission of that faculty each semester.

Section 3.2-5. Dual Credit and Early College.

Dual Credit and Early College are defined in Board Policy 8239 and 8243 (see ICCB Rule 1501.507(b) (11)-Credit Hour Claims).

Dual Credit courses shall not be used for the purpose of reducing the number of, consolidating, or eliminating bargaining unit positions at the College, nor shall a full-time instructor be required to teach a dual credit course off campus or at a district high school, unless it would be needed to make load or is a last resort due to a lack of other qualified instructors.

Section 3.2-6. Winter Session.

Winter session courses will be considered in addition to the (42) credit hour maximum for the academic year. Instructors will not use vacation or sick leave during the Winter Session; if an instructor is unable to fulfill the contract for the entire Winter Session, then a substitute instructor, who was previously identified and given access to the course content, will be assigned, and pay will be prorated accordingly. Pay shall be the equivalent to the Summer Session pay rate, found in Appendix B-4 of the IEA collective bargaining

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agreement. Instructors shall receive one (1) payment for the Winter Session, with said payment occurring after the session is complete on their February paycheck.

A Winter Session class shall have a minimum of ten (10) students by the close of registration and have a maximum of twenty (20) students in total, with no modified sections permitted. Registration for Winter Session shall close on the first-day classes are to begin, and communication from the instructor to the students shall occur on the Friday before classes begin outlining the class and time commitment expectations.

All courses shall follow a "right of assignment" for staffing, which involves the administration selecting instructors who demonstrate the following:

a. A successful track record of online teaching.
b. Effective communication with students.
c. Prompt grading of assignments.
d. Positive online retention rate history.

Instructors may teach only one (1) section per Winter Session. All courses (including syllabi) must be 100% pre-built and assessed for substance and rigor by the OAT at least four (4) weeks prior to the start of the Winter Session.

Instructors are required to respond to students within 24 hours or less (even on weekends), with the exceptions being Christmas Day & New Year's Day. Assignments must be graded and returned with feedback within 48 hours of the due date. Winter Session courses must use an online textbook.

Section 3.2-7. Summer Session.

Members covered by this Agreement will be compensated for summer credit courses in accordance with Appendix B-4. The maximum load for faculty shall be twelve (12) equated hours for each summer term. If the assignment of a summer class causes the faculty member’s assignment to exceed twelve (12) equated hours, the overload summer assignment will not be made.

Summer teaching assignments will be at the faculty member’s option, but will be offered to faculty covered by this agreement before they will be offered to faculty not covered by this Agreement through the second regularly scheduled class session in instances where a class is cancelled due to low enrollment. Classes will be offered on an equal basis to faculty electing to teach summer school. For pay rate refer to the salary schedule in Appendix B-4.
Section 3.2-8. Employment Wage Notification and Verification.

Faculty will receive electronic notification of salary placement by July 1 of each year. Notification will include education (including hours applicable for graduate work) and years of experience for the upcoming fiscal year.

Section 3.3. Salary Schedule.

The salary schedules are set forth in Appendices B, B-1, B-2, and B-3. Increases in individual annual base salaries shall not exceed 6.0% in any year covered under this agreement. This limitation shall apply only to base salary compensation as determined by the base salary schedules in Appendices B, B-1, B-2, and B-3. Increases associated with educational attainment are not subject to this limitation.

Section 3.3-1. Initial Placement on Salary Schedule.

Initial placement on the salary scale shall be done by the assigned faculty hiring committee, using guidelines and a rubric from Administrative Procedure 502A. This rubric and procedure will be jointly developed by administration and faculty and reviewed annually, if needed.

Throughout the length of this contract, the maximum experience will include a maximum combined 15 years of teaching and specific professional experience for initial salary scale placement.

There will be no changes after the initial placement on the salary schedule.

Section 3.3-2. Horizontal Salary Increments.

All hours credited for horizontal salary increments through the master's degree, including the BS +15 horizontal increment, must be in the teaching faculty member's field of study, occupational/vocational education (career faculty only), or in secondary education with a concentration in that field of study. In that case, the following guidelines used for "hours earned after obtaining a master's degree" will be followed.

Hours earned after obtaining a master's degree, which will be credited for horizontal salary increments, must be in the faculty member's teaching field or in one of the following programs of study.

(1) Higher Education
(2) Secondary Education
(3) Curriculum and Instruction
(4) Occupational Education
(5) Other Areas approved by the Provost
To receive credit for hours taken and/or degrees earned in one of these programs of study, the program must be approved by the Provost in advance of courses being taken. The Provost will use the following guidelines in approving a faculty’s participation in one of the above programs of study which may be outside the faculty member’s teaching field:

1. The faculty member must be accepted into an advanced degree program of study at an accredited university or college.

2. All hours for which credit is received must come from courses in the proposed program.

3. All courses approved within the program of study for which salary credit will be received must be directly applicable to the improvement of the teaching act.

Courses taken prior to employment at John A. Logan College will not be considered for salary purposes after initial placement on the salary schedule has been established. Hours must be completed and transcripts submitted to the office of the Provost for approval by the beginning of the fall semester in order to be eligible for horizontal increment for the academic year in operation. If the coursework has been successfully completed, but transcripts are not yet available, a letter from the approved institution verifying completion of hours may be provided to initiate the horizontal movement, and followed with official transcripts to finalize the new salary placement.

Approved Work Experience after Earned Master’s Degree

1. Approved work experience will be accumulated for credit after the master’s degree has been earned. Approved work experience earned before the master's degree has been earned will be accumulated and held in escrow until the master's degree has been earned at which time it will be applied for credit.

2. A written proposal outlining the work experience and requesting conditional approval must be submitted prior to the beginning of the work experience.

3. Distribution of Approved Work Experience
   A. New experiences in teaching specialty (Maximum - 7 equated hours)
   B. Experiences in deficient areas (Maximum - 21 equated hours)
   C. New related occupational experiences (Maximum - 28 equated hours)

4. A written summary of completed work experience must be submitted when requesting final approval.
   A. Verification of hours by employer or faculty member if self-employed
   B. List work experience
   C. Description of work experience
Section 3.3-3. Salary Period.

The attached salary schedule for the fall and spring semesters is not to exceed one hundred seventy (170) working days.

Included in the days above, faculty are required to be present on campus for Convocation Days and Professional Development Days. Convocation Days will be conducted for two (2) days prior to each fall semester. Professional Development will be conducted for one (1) day prior to the start of each spring semester. In addition, a prep day will be designated for faculty prior to each semester. This prep day can be conducted at a location on or off campus. Each said academic term shall not exceed eighty-two (82) instructional days, inclusive of final exams. Faculty members covered by this Agreement will not be required to be on campus when classes are not in session during the Thanksgiving break, between fall and spring semesters, except as indicated above and spring breaks.

If events should occur, such as snow or other acts of God, which cause the College to not hold classes as scheduled, faculty members will follow the guidelines outlined in Board Policy 3250, Academic Continuity Plan.

Section 3.3-4. Cost of Living.

If the Consumer Price Index exceeds 5 ¼% for the preceding twelve (12) month period ending in June, a one-time stipend will be paid to each member. The stipend amount will be ¼% for each ½% the CPI exceeds the above-referenced percent and is calculated on the member’s current base salary.

The Consumer Price Index to be used will be for the Greater Chicago Metropolitan Area (1982-1984 equals 100 index, All Urban Consumers, Series Id: CUURA207SA0) obtained from the U.S. Department of Labor, Bureau of Labor Statistics. The cost of living adjustment will be awarded in increments of not less than one-fourth (1/4) of a percentage point.

Section 3.3-5. Modified and Independent Instruction.

Consistent with administration of College policy, members covered by this Agreement will be compensated at a rate of $70 for each equated hour generated. One of two options will be selected based on the student(s) need.

1. Modified Instruction assignments will be at the member’s option and will not be included in the faculty member’s annual forty-two (42) equated hour load, if the modified instruction assignment would cause the member to exceed the forty-two (42) hour maximum. Pay will be based on 11th day enrollment.
2. Independent Study assignments will be at the member’s option and will not be included in the faculty member’s annual forty-two (42) equated hour load. All requests require submission of the Independent Study packet and approvals two weeks prior to the course offering.

Section 3.3-6. Modified Instruction Converted to Equated Load.
In the case when the administration is unable to provide minimum load requirement at the discretion of the Administration, modified instruction may be converted to equated load. For any specific class section, the following formula will be used to equate modified hours to load:

$$\text{Equated hours} = (\text{course credit hours}) \times (\text{number of students enrolled}/11^*)$$

*or $50\%$ of the maximum enrollment, rounded up to the next whole person.

Section 3.3-7. New Course Development and Course Updating.
Release time and stipends may be awarded in special cases for course development and revision. Proposals for release time and/or stipends should be submitted to the appropriate Department Chair, Administrator, and to the Provost for approval.

Section 3.3-8. Online and Hybrid Instruction.
The College and the Association acknowledge the importance of providing adequate technical support and training for the development and offering of online and hybrid courses. These courses are defined as follows:

A. **Online Course**: Instruction occurs exclusively online – through the learning management system – for the duration of the course. Online courses are delivered in a synchronous/asynchronous manner, meaning students learn from instruction that is not delivered in-person or in real time. Some courses require proctored exams. Proctors do not need to be in the southern Illinois region but must be approved by the end of the first week. The Learning Lab at JALC is already an approved proctoring center.

B. **Hybrid Course**: Classes meet in a traditional in-person classroom setting and instruction also occurs online through the learning management system. Required in-person class session days and dates are identified in the course schedule and syllabus.
Both the College and the Association acknowledge the desirability to redefine these course types as the need arises. The College reserves the right to change these definitions as necessary and will provide updated definitions to the Association.

Section 3.3-9. Online and Hybrid Teaching Load.
Faculty members are limited to teaching twelve (12) hours of online courses per semester. If the faculty member is teaching hybrid courses, at least 20% of his/her load must be face-to-face delivery of instruction. If the faculty member is teaching one or more overload courses during a regular semester, no more than 80% of his/her load may be online and/or hybrid courses. Online and/or hybrid courses are included in the forty-two (42) equated hour maximum load for each faculty member per academic year.

Section 3.3-10. Online and Hybrid Course Compensation and Ownership.
All faculty members will be paid a first-time development stipend in the amount of $600 for developing an online or hybrid course. This stipend is paid to the faculty member for learning to use the online platform and will be paid only once per faculty member. In addition, faculty members who were hired without specific requirements in their job advertisements/descriptions to develop and teach online courses (hired prior to December 17, 2008) are eligible to receive an additional $1,100 stipend compensation for the development and teaching of online courses. The stipend will be made available for hybrid course development and teaching if the online format is not permitted due to IAI, accreditation requirements, or if determined in the best interest of students by the Provost. A faculty member may choose to accept the $1,100 stipend compensation and enter into joint ownership with the College. Joint ownership between the College and faculty member means if and when the faculty member leaves the College, he/she may take the course to another institution and teach said course online at that institution. The College retains the rights to assign the online course materials and can assign another faculty member to teach the previously developed course. However, the College shall only provide this online course material for the same online or hybrid course, not for face-to-face courses. Alternatively, the faculty member may choose to receive no stipend compensation for developing and teaching the online and/or hybrid course and retain personal ownership of the course. Personal ownership of the course means that if and when a faculty member goes to another institution, the College shall not utilize the faculty member’s online course materials in any manner.
Each time a faculty member develops an online or hybrid course, stipend compensation will be awarded according to the aforementioned guidelines for joint or personal ownership. In addition, faculty members may be awarded a stipend in the amount of $500 to revise an existing online, jointly-owned course following the same guidelines as provided in this section; however, prior approval from the Administration must be obtained.

Section 3.3-11. Dual Credit Liaison

Faculty members who accept an assignment to provide mentoring and instructional assistance as a liaison to dual-credit instructors will receive a $350 stipend per course while serving in this capacity.

Section 3.3-12. Substitute Compensation.

A faculty member who substitutes for another faculty member in a class(es) who is absent because of illness or vacation leave day shall be compensated at a rate of $30 per lecture hour and $25 per lab hour. Substitutes for hospital clinical supervision in the area of clinical nursing will be compensated at a rate of $45 per hour. The administration will strive to utilize full-time teaching faculty for substitute teaching assignments.

In case of a long-term absence, the substituting faculty member will have the remaining compensation calculated by prorating his/her current overload rate for the remaining period of time he/she is serving as a substitute. A long-term absence occurs when a substituting individual consecutively teaches more than three (3) weeks. Substitute pay for a long-term absence will be paid as prorated overload at the earliest of the date the absent instructor submits an approved notification of leave described in Article IV of this Agreement or three (3) weeks of substitution. The substitute load will not be included in the full-time faculty member’s 42-hour maximum academic year course load.

Section 3.3-13. Policy Governing Compensation for Career and Technical Education Faculty.

A. After being granted the master’s degree, the faculty member may advance horizontally on the salary schedule by receiving additional college credit or by obtaining additional approved work experience. Additional approved work experience is limited by, and must conform to, the provisions in Section 3.3-2. A faculty member may earn a maximum of fifty-six (56) semester hours beyond the master’s degree through college credit and/or approved work experience.
B. Sixty (60) hours of approved work experience will be equated to one semester hour of college credit. Eight (8) semester hours of equated college credit will award the faculty member one (1) horizontal increment on the salary schedule.

C. Work experience will be approved prior to the faculty member beginning this experience by the Administration.

D. Written verification of approved work experience must be on file in the Office of the Provost by the beginning of the fall semester in order to be eligible for a horizontal increment for the academic year in operation.

Section 3.3-14. Payroll.
The treasurer of the Board of Trustees shall make regular payroll disbursements and issue the payroll for the members covered by this Agreement on the seventh (7th) day of each month, with the cut-off date for the payroll being the last day of each month, provided the treasurer has the discretion, if the need arises, to change the foregoing date. Members may elect to receive their annual pay over ten (10) pay periods provided that formal written notice of such election shall be filed with the Office of Compensation and Benefits prior to August 24. This election shall remain in effect until formal, written notice of a change is filed with the Office of Compensation and Benefits prior to August 24 of any year.

Section 3.3-15. Electronic Direct Deposit.
All members will have an electronic direct deposit as the only payroll option.

Section 3.3-16. Payroll Deduction of Association Dues.
The member may authorize dues deduction by presenting an authorization card to the Office of Compensation and Benefits on or before September 15. The amount of the Association dues will be prorated and deducted from the paychecks during the academic year in October through June. Such authorization shall remain in effect until such time as written notification is received to terminate the deduction. The Association shall reserve the right to change the number of months over which the dues are to be prorated and deducted. Any change in these months shall be provided to the Office of Compensation and Benefits on or before September 1.
Section 3.17. Stipends.
Stipends for members covered by this agreement who perform duties outside of those outlined in Section 3.1 (Duties and Responsibilities) are listed in Appendix B-5. This appendix will be updated annually or as changes are made, and a copy of the updated list will be provided to the Association President. Inclusion of the release time and stipends in the appendix does not constitute right of faculty assignment or preference for assignment. The College retains the right of assignment to those outside the bargaining unit for the assignments that have not been historically given to faculty.

Section 3.18. Academic Rank.
John A. Logan College is dedicated to supporting the professional growth and success of its faculty. Progression in academic rank is awarded to faculty who achieve excellence in work that directly benefits students.

Progression in rank will be granted to full-time faculty members who achieve the levels of excellence described below in the “Criteria for Promotion” and who are approved by the President and Board of Trustees.

Academic rank at John A. Logan College includes the following designations: Instructor, Assistant Professor, Associate Professor, Professor, and Professor Emeritus. Rank designations above the instructor level require full-time employment & the faculty member to be on a tenured appointment by the College.

**Faculty Rank Designations**

**Instructor** – The title given to all tenure-track faculty members upon initial employment.

**Assistant Professor** – The title given to a faculty member who has earned tenure status.

**Associate Professor** – The title given to a tenured faculty member after completion and committee review and approval of promotion criteria and subsequent Presidential and Board approval.

**Professor** – The title given to a tenured faculty member after completion and committee review and approval of promotion criteria and subsequent Presidential and Board approval.

**Professor Emeritus** – The title given to those who have retired from the College with a minimum of fifteen years of honorable service.
Criteria for Promotion

To be considered eligible for promotion in academic rank, faculty must display the following:

A. A positive attitude toward the College and students.
B. Enthusiasm for their primary professional responsibilities.
C. Behavior consistent with the Core Values of the College.
D. Availability to students.
E. Responsiveness to student needs.
F. A consistent record of positive student evaluations.
G. A willingness to incorporate learning measures & assessment into their classroom.
H. A positive working relationship with faculty, staff, and administration.
I. Participation in department, college, and community activities.
J. Adherence with contractual obligations and board policy.

In addition to the above criteria, a faculty member shall accomplish the following specific criteria for promotion to the next faculty rank:

Associate Professor

A. Exhibits specific, measurable activities and efforts to develop courses, improve program curricula, and enhance the academic environment of John A. Logan College while still continuing to stay abreast of, and gaining new knowledge, within one’s own discipline.

B. Demonstrates involvement in the functioning of the College through various committees, community relations, and processes. Demonstrates participation in appropriate professional development activities, continuing education, and participation in appropriate professional organizations.

Professor

A. Teaches or mentors other colleagues on good teaching techniques, classroom assessment techniques, philosophy of teaching, and student relations/motivation.
B. Demonstrates continued knowledge and study within their discipline.
C. Demonstrates leadership among the College community for the benefit of all students by specific involvement in College committees and projects. Participates in professional growth activities such as publications, conferences, and workshops.
D. Demonstrates a high level of professional respect for students, colleagues, and the John A. Logan College culture.
**Promotion Process**

A Faculty Rank Promotion Committee shall review all applications for rank promotion. The committee will review the application for promotion and make a recommendation to the Provost for approval. The Provost shall then seek the approval of the President and Board of Trustees.

A. All tenure-track faculty shall be placed at the instructor rank upon hiring.

B. Upon tenure, faculty will be promoted to Assistant Professor.

C. After five years at the Assistant Professor rank, a faculty member is eligible to apply for promotion to Associate Professor. The faculty member must demonstrate and provide evidence of the eligibility criteria above for consideration of promotion to Associate Professor and complete the application and approval process. All current tenured faculty at the time of contract adoption may apply for the rank of Associate Professor if they have held tenure for at least five years.

D. After five years at the Associate Professor rank, a faculty member may be eligible to apply for promotion to professor. The faculty member must demonstrate the eligibility criteria above for consideration for promotion to professor.

E. All promotions will become effective upon approval by the Board of Trustees, and stipends will be paid each June.

**Rank Stipend**

Faculty members who have attained the promotion criteria and are recommended and promoted to the next higher rank will receive a one-time $500 stipend that will be paid after their promotion is approved by the Board of Trustees. This stipend will not become part of the faculty member’s base pay. There is no stipend given for a change in rank to Assistant Professor nor to Professor Emeritus.

If a current faculty member already has academic rank above Assistant Professor and goes through the process outlined herein, he/she will receive a $1,000 as a Professor, or $500 as an Associate Professor, upon determination of eligibility by the Promotion Committee, the President, and the Board of Trustees. Faculty who currently have rank will retain their rank without compensation unless they go through the approval process.

**Faculty Rank Promotion Committee**

The Faculty Rank Promotion Committee shall consist of one member from each of the five instructional departments and the nursing division, for a total of six members. The Administration will break any tie
but otherwise does not serve on the committee as a regular member. Each member of the Promotion Committee shall be selected by the members of the department and serve for a period of two years. Each member of the committee shall be paid a stipend of $250 per year of service.

The committee shall select a chairperson to be responsible for calling and conducting meetings, managing the application process, and forwarding committee decisions to the Provost. The committee chair will be paid a stipend of $500 per year of service.

The Promotion Committee will be responsible for the development of necessary forms, guidelines, and procedures for the implementation of the academic rank system. Upon the completion of these materials and guidelines, they will be submitted to the President for approval. It is expected the stipend awards will be issued each June.
ARTICLE IV Insurance, Fringe Benefits, and Other Conditions of Employment

Section 4.1. Group Health Insurance.

The College will provide group health insurance (including dental and vision) for members covered by this agreement. The cost of such shall be shared 60% by the College and 40% by the member.

It is mutually agreed the Health Insurance Committee, which includes representation from the Association, will recommend changes to coverage and other means at their disposal that will have the effect of reducing, if not eliminating, cost increases for the term of this agreement.

Section 4.1-1. Group Health Insurance for Retiring Faculty.

Following the COBRA period, retirees receiving a retirement annuity through SURS may participate in the College Insurance Program (CIP) for retirees, currently administered by Illinois Central Management System (CMS).

Members hired after August 1, 2005, who retire from active full-time employment at the College and have been employed full time for twenty (20) years, or members hired prior to August 1, 2005, who have been employed full time for ten (10) years or more are eligible for partial premium refunds for the member and spouse if participating in the College Insurance Program (CIP). Those eligible will receive a premium reimbursement equal to the difference between the rates within the retirees’ College Insurance Program and the John A. Logan insurance plan. No reimbursement will occur unless the retiree’s cost is higher than current employee share of comparable coverage under the John A. Logan College plan. Payments will begin upon receipt of a written request of such, which must be accompanied by verification of coverage. At the death of a retired employee, coverage will be extended to a spouse if previously covered.

Upon eligibility for Medicare benefits, retirees must enroll for Medicare coverage to cause the retiree plan to become secondary coverage. Failure to do so will result in the retiree being solely responsible for any additional increase to the cost of insurance coverage. In addition, the College will not take into consideration Medicare premiums paid when calculating potential reimbursement.

Employees hired after August 28, 2012 are ineligible for the partial premium refund benefits in paragraph 2 of this section 4.1-1.
Section 4.2. Group Life Insurance.

The Board will pay the cost of the premium for each member in an amount equivalent to the base salary, rounded up to the nearest ten thousand dollars ($10,000). Each member shall have a coverage of a minimum of fifty thousand dollars ($50,000). The amount of life insurance shall be calculated in January based upon the then current academic year base salary. Members hired after the date of this agreement shall have the life insurance value determined by the base salary in the year in which he/she begins employment. The amount of life insurance provided is subject to the specific carriers benefit reduction schedule. Changes in the benefit reduction schedule will be communicated to the Association.

Section 4.3. Tuition Waiver.

Tuition waivers shall be given to the following groups:

1) Persons pursuant to Section 4 of Public Act 99-143, "Senior Citizens and Persons with Disabilities Property Tax Relief Act."

2) Full-time John A. Logan College employees, including retired full-time employees with ten (10) years or more of continuous service, their spouse, and dependent children. In the event of the death of a current full-time employee with ten (10) years or more of continuous service, spouse and dependent children at the time of death are extended this benefit.

3) Part-time employees covered under collectively bargained contracts in accordance with the provisions of the contracts;

4) Board of Trustees members, their spouses, and dependent children if they have completed one full term of service (6 years) and are no longer serving as a member of the Board of Trustees (post-service). This benefit shall be in effect as long as the use of said waiver is not in conjunction with active service on the Board of Trustees.

5) Student representative to the Board of Trustees, during their term of service, will receive a tuition-only waiver for a maximum of fifteen (15) hours per semester;

6) General institutional tuition waivers will not exceed fifteen (15) hours per semester for a lifetime maximum of 75 hours per eligible individual.

7) Part-time professional or executive support employees working in a regular (non-temporary) position a minimum of 20 hours per week who have worked for the College for a minimum of nine (9) months and their spouse and dependent children. Stipend positions are evaluated on a case-by-case basis to determine if the criteria are met.

8) The President may also waive tuition in special cases when it is in the best interest of the College or to serve a special need within the College district.
For the purposes of this policy, a dependent is defined in the Free Application for Federal Student Aid (FAFSA). Tuition is defined as money collected for the general support of the College's instructional operation; fees are defined as money collected by the College that is designated as a charge to an individual class. Tuition for special programs (i.e., community education and workforce development) cannot be waived because they do not reflect the normal or traditional tuition.

Those individuals allowed tuition waivers shall be required to pay appropriate fees except in such cases where the intent of the tuition waiver, as determined by the President, is to provide a total waiver of tuition and fees. No release time from a person's job responsibilities shall be awarded to attend class or classes unless provided in Board Policy 5250 – Professional Growth for Professional and Executive Support Staff or a collectively bargained agreement.

Section 4.4. Vacation Leave.

Each member covered by this Agreement shall be entitled to five (5) full days or ten (10) half days of vacation leave per academic year upon notifying the Administration at least twenty-four (24) hours in advance, if possible. Vacation leave will be credited to each member at the beginning of each fiscal year. One (1) vacation day may be used for summer semester for teaching faculty. Vacation days will be used for personal business and are not subject to scrutiny.

Vacation leave not used shall accumulate from one academic year to the next to a maximum of twenty-one (21) days. Vacation leave accumulated beyond the maximum will convert to sick leave. Members who have been employed full time for ten (10) years or more may be paid for a maximum of twenty-one (21) unused vacation leave. This payment will be made on the member’s final paycheck. The faculty member must notify the President in writing one hundred-twenty (120) days before the retirement date to be eligible for the benefit. It is understood this agreement exceeds the minimum requirements of the Illinois Paid Leave for All Workers Act, which becomes effective January 1, 2024.

Section 4.5. Sick Leave.

Each member covered by this Agreement shall be entitled to sixteen (16) days per year. Sick leave may accumulate up to the maximum allowed by the State Universities Retirement System (SURS). Sick leave may be used for personal illness, quarantine at home, or serious illness or death in the immediate family. Immediate members of a family shall mean husband, wife, a party to a civil union with the member, son, daughter, mother, father, grandparents, grandchildren, brother, sister, or corresponding in-law.
Sick leave will be credited to a member at the beginning of each fiscal year. If employment begins on a date other than the start of the fiscal year, a prorated amount will be credited. Sick leave will be charged at five (5) days per week for long-term illness to exceed three (3) weeks, during which time the member will be paid for all contractual services to include regular teaching load. However, payment for overload courses and stipends will not extend beyond the current academic semester.

Members hired after July 1, 2005, who have been employed full time for twenty (20) years or more or members hired prior to July 1, 2005, who have been employed for ten (10) years or more may elect to be paid for a maximum of fifty-five (55) days of sick leave. If the member elects this option, these days will not count as extended service credit with SURS. A member may elect to notify the President of his/her retirement up to two (2) years in advance and, in doing so, will receive payment as part of the member’s regular monthly salary during the last two (2) years prior to retirement.

Calculation of absences will be based on all teaching and office hours listed on the Office and Teaching Schedule in accordance with the following:

A. Faculty, who are scheduled for a period of eight (8) hours or less, including teaching hours, office hours, and overload, will be charged at a rate of ½ day per four-hour increment. If office hours make up one hour or less, that office hour may be made up in the manner prescribed below.

B. Faculty who are scheduled for more than 8 hours, but less than 12 hours, will be charged in the following manner:
   1. Missing 50% of the day or less will constitute a ½ day's absence.
   2. Missing more than 50% of the day will constitute a one-day absence.

C. Faculty who are scheduled for more than 12 hours for one full day will be charged one full day and an additional half day for missing an entire day. If office hours constitute 2 hours or less, office hours may be made up in the manner prescribed below and the absence will be recorded as one full day.

Office hours may be made up under the following conditions:

A. For sick leave, a written request for approval to make up office hours must be submitted to the appropriate Department Chair and Administrator within five (5) days of returning from sick leave.

B. For vacation leave, a written request to make up office hours must be submitted to the appropriate Department Chair and/or Administrator two (2) days in advance of vacation leave.

C. The following activities may be approved for the makeup of office hours: off-campus recruiting visits, off-campus visits to local industries and advisory committee members, additional meetings scheduled outside of regular office hours, and other activities approved by the Administration.
D. All approvals of requests to make up office hours must be on file with the Administration within one week of the absence.

E. Department Chairs who miss administrative office hours may make up said office hours by rescheduling and serving at a time mutually agreed upon between the Chair and the Administration.

For non-paid substitution, prior written approval must be given by the Department Chair and/or Administration no less than two days in advance of the absence. If an instructor engages another full-time, qualified instructor as a substitute, no absence will be charged. Evidence of written approval must be filed with the Office of Academic Affairs within one week of returning from the absence.

Any office hours missed must be made up as indicated above. Office hours must be scheduled within one week of returning from the absence and must be posted on the instructor’s door.

Section 4.5-1. Reporting of Sick Leave.

A member shall notify the Office of Academic Affairs as soon as possible when needing to use sick leave. The member may report sick leave in the following ways: call the Office of Academic Affairs and speak with someone, call the office and leave a voicemail message, or send an email to sick@jalc.edu. Failure to report sick leave in a timely and appropriate manner may result in denial of sick leave usage.

Section 4.6. Sick Bank.

If a member has exhausted his/her accumulated sick leave, all other members covered by the terms of this Agreement shall contribute one (1) day of his/her sick leave allowance to a common bank to be administered by the association.

Members who have exhausted their accumulated personal sick leave allowance may make reasonable withdrawals subject to the following restrictions:

A. The Association shall retain the power to determine the validity of any requests for withdrawals from the bank and to reject any such requests. The Association shall require medical certification from a competent physician prior to awarding any withdrawals from the bank and a copy of such shall be placed in his/her payroll file.

B. No individual shall be allowed to withdraw in excess of thirty (30) days from the bank during any one (1) academic year.

C. No more than one hundred (100) days will be used in this manner by all members during any one (1) academic year. Unused sick days will remain in the bank, and no additional sick days will be contributed to the sick bank until all remaining days are utilized.
Section 4.6-1. Repayment of Used Sick Bank Days.
Upon returning to full-time work, the member shall be required to repay the sick bank at a rate of four (4) days per year for all borrowed days or until he/she severs employment with the institution.

Section 4.6-2. Calculation of Value of Sick Leave, Vacation Leave, and Work Required Outside of Salary Period.
For purposes of calculating the value of sick leave and vacation leave paid at retirement in accordance with the provisions of this agreement, the faculty member’s base salary shall be divided by the number of working days in Section 3.3-3. Salary Period, then multiplied by 0.92. Work required outside of the salary period and outside the summer semester will be compensated using the formula in this section, but at the same rate for all faculty using the base salary for MS+0 with five (5) years’ experience.

Section 4.7. Parental Leave.
Upon request to the President, certifying pregnancy, a member covered by this Agreement shall be granted parental leave. Parental leave shall be treated as any other illness. All other time granted for parental leave shall be without pay for a period not to exceed one (1) year. The length of such leave shall be established with the mutual agreement of the administration and the member requesting such leave. Other types of parental leave mandated by the Family Medical Leave Act will be also granted.

Section 4.8. Sabbatical Leave.
A sabbatical leave for planned study and research, faculty exchange leaves, or other approved purposes may be granted by the Board of Trustees, on the recommendation of the President, to a full-time faculty member covered by this Agreement who has completed seven (7) years of full-time, continuous service with the College. This sabbatical leave shall be in recognition of significant service to the College and will be granted for one (1) semester at full salary or for two (2) consecutive semesters at one-half (1/2) salary. There will be a maximum of two (2) faculty members on sabbatical leave at any given time. After a faculty member has received a sabbatical leave, six (6) years of full-time, continuous employment status should be completed before another sabbatical leave can be awarded. A maximum of three (3) sabbaticals will be awarded per year, one (1) for career faculty, one (1) for transfer faculty and one (1) for Illinois Consortium for International Studies and Programs (ICISP) participation. In the event there is no qualified applicant for sabbatical leave in one (1) of the categories, more than one (1) sabbatical may be awarded to the remaining categories of applicants.
GUIDELINES

The following guidelines will be used in administering Sabbatical Leave:

A. Any applicant interested in taking advantage of this section of the contract must make application in writing to the Administration no later than December 15 of the academic year preceding the year in which the leave is desired. Faculty members may apply for mini-sabbaticals at any time during the academic year, as long as sabbatical leave funds are available. The application in writing must include:
   1. The applicant's past service to the College.
   2. What the applicant proposes to do while on sabbatical.
   3. How the proposed project will benefit the College.

B. Because the institution is making an investment in the person, the person will be expected to return to John A. Logan College to work for two (2) years. If the person should leave the College before the two-year period is over, he/she will be expected to return a proportionate amount of money the person was paid while on sabbatical to the institution (i.e., if the person worked one (1) year, he/she would repay one-half the amount).

C. A faculty member awarded a sabbatical leave will be entitled to at least one step advancement upon return, if available. If at least one (1) horizontal step is not achieved, a vertical step on the salary schedule will be awarded. An individual will not be entitled to both a horizontal and vertical advancement as a result of a sabbatical leave.

D. After applications for sabbaticals are received from the faculty, they will be processed by a committee that will make its recommendations to the President of the College who will then make recommendations to the Board of Trustees. This committee shall be composed of two non-teaching professional employees from the Instructional Division, one faculty member from Baccalaureate Transfer, and one faculty member from Career Education as selected by the Logan IEA Chapter, and the current President of the Logan IEA chapter. This committee will be chaired by the Provost.

E. A full-time teaching contract will be awarded to faculty members while on sabbatical.

F. Mini-sabbatical
   1. In lieu of awarding full sabbaticals, the sabbatical committee may recommend that a like amount of funds be used for programs such as mini-sabbaticals for which faculty members may apply.
   2. Mini-sabbaticals may be granted by the President of the College on the recommendation of the sabbatical committee.
G. Strong consideration will be given to a faculty member to receive a sabbatical leave for the purpose of retraining to become qualified to teach in another area when his/her present position is subject to retrenchment.

**Section 4.9. Other Leaves.**

Request for military leave shall be granted in accordance with the terms of the Uniformed Services Employment and Reemployment Rights Act (USERRA) and the Illinois Military Leave of Absence Act. Other leaves focusing on national service such as Peace Corps, public service, or missionary work shall also be considered. A member covered by this Agreement with a minimum of four (4) years continuous service may be granted a leave of absence without salary or credit for experience for a period not to exceed one (1) year. Such a leave of absence is subject to the approval of the President.

**Section 4.10. Insurance During Leave.**

The Board will continue to pay its proportionate share of group hospitalization, dental and vision insurance, and/or group life insurance for any member covered by this Agreement during the term of an authorized leave of absence or sabbatical leave in accordance with plan eligibility requirements if the said member was enrolled in any or all of these insurance programs prior to leave.

The College will continue to pay its proportionate share of group hospitalization insurance and/or group life insurance and/or group dental insurance for any member covered by this Agreement during the term of an authorized leave if the said full-time employee was enrolled in any or all of these insurance programs prior to the leave. For purposes of this section “authorized leave” is defined as a leave granted by the College in accordance with this agreement and specifically excludes the SURS disability leave. The time limit for continued payment of group insurance does not apply when the employee’s cause of absence is determined by the College’s workers’ compensation carrier to be a work-related injury or illness.

**Section 4.11. Professional Development Funds.**

Professional development funds may be used for travel to conferences, seminars, workshops and/or coursework, professional books, journals, professional memberships, subscriptions, personally assigned technology of less than $500, and computer software or software subscriptions of a job-related nature. Any software or computer device purchased through professional development funds must be purchased in concert with the Information Technology Department. It is acknowledged that all books, journals, personally assigned technology, etc., are the possession of the faculty.
Any activity of a job-related nature that enhances professional development may qualify. Requests for professional development funds are subject to the approval of the appropriate Department Chair and Administration. All requests for travel pay must be consistent with budgeted funds for travel purposes.

Professional development funds for each faculty member will be set at $1,150 per academic year. Faculty members not intending to use funds budgeted must agree in writing to the use of such funds by other faculty before they will be released. Unused amounts may be allocated to other teaching faculty for professional development. Professional development travel expenses shall be paid or reimbursed consistent with the College travel policy.

Established holidays of the College are provided in Board Policy 5130.

Section 4.13. Board Paid Retirement.
The Board agrees to pick up the normal, additional and survivors insurance contributions required by the Illinois Pension Code. The contributions so picked up shall be treated as employer contributions in determining tax treatment under the United States Internal Revenue Code.

In accordance with the Illinois Pension Code, the Board will pick up these contributions by a reduction in the contract salary as shown in Appendices B, B-1, B-2, B-3, B-4, and B-5 for the term of this Agreement.

Should any court of competent jurisdiction rule, or the Internal Revenue Service or the State Universities Retirement System rule that said contributions picked up by the Board are taxable and/or prohibited, then any money due, including interest and penalties, should be the responsibility of the individual employee and/or John A. Logan IEA Association and/or the IEA Association.

Eligible members will receive the retirement enhancement incentive as per current Board Policy 5141.

Section 4.15. Determination of Retirement Benefits.
Retirement benefits for which a faculty member is eligible are determined by the contract in force on the date an irrevocable, written retirement notice is given to the College. Should benefits be revised, added, or deleted in a subsequent agreement in force on the actual date of retirement, such changes would not be attributable to the retiree unless specifically agreed upon in the subsequent collective bargaining agreement.
Should a faculty member covered under the current bargaining agreement notify the College of his/her intent to retire, in accordance with the provisions of the current agreement, the College commits that a retiring faculty member(s) retains eligibility for the specific benefits for which he/she would be otherwise eligible beyond the term of the current collective bargaining agreement, not to exceed a date three (3) calendar years beyond the expiration date of the agreement.

**Section 4.16. Return to Full-Time Faculty Status.**

In regard to the employment and/or termination of SURS annuitants, the Board of Trustees of John A. Logan College reserves the right to take actions to avoid a financial penalty under Public Act 97-0968, the Return to Work Act (40 ILCS 5/5-139).

If a faculty member, after being granted retirement benefits by SURS, is re-employed by John A. Logan College as a full-time faculty member, that person must repay all college-provided retirement incentives, including sick leave and vacation leave payments, etc., suspend his or her SURS annuity, and shall return on the salary schedule at the same position as his/her last full year of teaching.

**Section 4.17. Miscellaneous.**

Association members shall be allowed to take one Logan Fitness class per semester at no charge and continue the practice of free membership to Logan Fitness. The class, nor use of membership at Logan Fitness, cannot interfere with the member’s teaching schedule or office hours.
ARTICLE V General Provisions

Section 5.1. Authorization to Bind Board.

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

Section 5.2. Access to Information.

The Board shall make available to the Association President or his/her designee of the Association upon its reasonable request and within a reasonable time thereafter, information concerning the professional staffing and financial resources of the institution, including but not limited to annual financial reports and audits; budget; agendas and minutes of all public Board meetings and all attachments thereto at the time of distribution to the Board; treasurer's reports; and names and addresses and position on salary schedule of all professional personnel in the bargaining unit. It is understood this shall not be construed to require the Board to compile information and statistics in the form requested not already compiled in that form, unless mutually agreeable, and that no information will be made available that would violate an individual's right to privacy.

Section 5.3. Meeting with Administration.

At the request of either party, the College President or his/her designee and the Association President or his/her designee shall meet at a mutually agreed upon time and place to discuss matters of mutual interest.

Section 5.4. Academic Freedom.

Within the scope of his/her duties and responsibilities, the John A. Logan College faculty member, as a citizen and member of a learned profession, has both the right and obligation to adequately investigate and present to his/her students the available information pertaining to a given question. It is the responsibility of the faculty member to identify his/her own personal persuasion on controversial issues, should they arise in the course of relevant discussion.

Outside the college realm, faculty members speak and write as citizens and should be free from institutional censorship or discipline. The faculty member recognizes, however, that the public may judge his/her profession and institution by his/her remarks, both oral and written. Therefore, he/she should at
all times be accurate, should show respect for the opinion of others, and should make every effort to indicate that he/she communicates as an individual citizen, not as an institutional spokesperson. The Board of Trustees recognizes its responsibility to encourage the search for and analysis of knowledge and to protect the academic freedom of its faculty and students to pursue such search and analysis.

Section 5.5. Development of Policies and Procedures.
Policies and procedures that affect members’ wages and working conditions will be developed and written cooperatively with the Association. Any review of existing policies will also be done in cooperation with the Association. However, it is understood that the Board of Trustees has the sole and final responsibility for the formulation and adoption of College policy and may do so as it sees fit, so long as it does not violate the specific terms and conditions of this contract.

Section 5.6. Notification of Student Complaints.
The purpose of this section is to provide for a fair and thorough review of complaints by students against members, both tenured and non-tenured. The section recognizes that potential complaints may be essentially academic in nature, involving the professional duties of the member or they may be civil/criminal in nature, involving the civil rights of students as specified in applicable state and federal law. In either case, the College agrees to abide by the principle of due process in its investigation and disposition of such complaints. Members shall not be warned, reprimanded, suspended, or otherwise disciplined in any way as a result of a student complaint without due process.

The specific policies and procedures detailing the steps and timelines for the informal and formal complaint process are contained in John A. Logan College’s Student Guidebook. These policies and procedures shall be reviewed annually by the representatives of the Association and the Administration. While the Association shall have the opportunity to review and recommend changes in the policies, the Board of Trustees reserves the exclusive right to adopt or amend the same.
ARTICLE VI Terms of Appointment

Section 6.1. Non-Tenured Appointments.

A. **Definition.** A non-tenured appointment is defined as an appointment to the faculty for one (1) year or until the end of the academic year in which the appointment is made. Non-tenured appointments are subject to renewal by the Board on a year-to-year basis.

B. **Terms and Conditions.** A non-tenured faculty member will be notified annually in writing sixty (60) days prior to the end of the school year or its equivalent of whether his/her appointment has been renewed, unless budgetary considerations beyond the control of the institution preclude such notice. If his/her appointment is renewed, a non-tenured faculty member will be notified annually in writing of the terms and conditions of employment, unless budgetary considerations beyond the control of the institution preclude such notice. Any non-tenured faculty member whose appointment has been renewed and who does not signify in writing his/her acceptance of the notice of the terms and conditions of employment within thirty (30) days following receipt of same shall be deemed to have refused said appointment.

C. **Non-Renewal of Appointment.** Non-tenured appointments are for one (1) year and place no obligation on the Board for renewal. Upon request, a non-tenured faculty member will be informed of the reasons for non-renewal. If the Board terminates a non-tenured appointment, any salary payment or adjustment extending beyond the date on which the Board terminates such appointment shall be at the sole discretion of the Board.

D. **Dismissal.** Non-tenured faculty members are subject to dismissal for adequate cause during the term of their appointment. Upon request, a non-tenured faculty member will be informed of the reason or reasons for dismissal. If the Board terminates a non-tenured appointment, any salary payment or adjustment extending beyond the date on which the Board terminates such appointment shall be at the sole discretion of the Board. Any faculty member being terminated will be provided due process to which they are entitled under the current Illinois law.
Section 6.2. Tenured Appointments.

A. Definitions.

1. Tenure. Tenure is defined as continuous contractual employment granted a faculty member, as provided in 110 ILCS 805/3B-2.

2. Faculty Member. Faculty member is a full-time employee of the District (hired by the Board) regularly engaged in teaching, but excluding supervisors, administrators, and clerical employees. No person employed by the Board shall be considered as being "regularly engaged in teaching" whose salary is derived from a private, state or federal grant or contract.

   a. Regularly Engaged – at John A. Logan College is defined as a professional employee engaged by contract on a full-time basis for a minimum term of the school year. No person employed by the Board shall be considered as being "regularly engaged in teaching" whose salary is derived from a private, state, or federal grant or contract.

   b. School Year – shall mean a regular academic year or its equivalent, excluding summer school. School year is synonymous with the academic calendar of the College.

   c. Term – academic semester at John A. Logan College, as required by ICCB.

   d. Notice – means a written notice delivered in person or deposited in the U.S. mail by certified or registered mail, postage prepaid, addressed to the faculty member's last known address.

      (1) All faculty members are required to notify the College of any change in their address.

      (2) Notices, when required, should be given in person whenever possible.


   f. Competent to Render – John A. Logan College will follow the minimum guidelines set forth by ICCB and the Higher Learning Commission (HLC). The College may choose to establish criteria that exceed those minimum criteria based on industry standards.
B. **Eligibility.** Any faculty member who has been employed full time in the District as a faculty member, as defined in Board Policy 5112, for a period of three (3) consecutive school years shall enter upon tenure unless dismissed as lawfully provided. However, the Board may, at its option, extend the period for one (1) additional school year by giving the faculty member lawful notice not later than sixty (60) days before the end of the school year in which tenure would otherwise be conferred.

C. **Procedure.** Tenure recommendations shall be initiated by the Administration and shall be submitted in writing to the Provost, who, in turn, shall make his/her recommendations to the President for his/her review and recommendation to the Board.

D. **Terms and Conditions.** Full-time faculty on tenure enjoy continuous employment subject to dismissal for adequate cause. Tenured faculty members will be notified annually, in writing, sixty (60) days prior to the end of the school year or its equivalent of the terms and conditions of employment for the next academic year unless budgetary considerations beyond the control of the institution preclude such notice. Any faculty member who does not signify in writing his/her acceptance of the notice of the terms and conditions of employment within thirty (30) days following receipt of same shall be deemed to have resigned, and his/her tenure shall expire automatically and without notice.

A complete list of full-time faculty members showing those whose contracts have been signed and returned and those who have not will be maintained in the office of the Provost. A copy of the list will be sent to the President and Vice President of the Association one week prior to the deadline for returning the contract.

E. **Dismissal.** Tenured faculty members are subject to dismissal for just cause or retrenchment as provided in [110 ILCS 805/3B-4](https://www.illinoislegislature.com/).  

F. **Dismissal Procedures.** Dismissal of tenured faculty members shall be in accordance with existing tenure law. A tenured faculty member is entitled to all due process provided under the Illinois Tenure Act. Dismissal is not grievable under Article II Grievance Procedures of the contract.

G. **Retrenchment.** Notwithstanding anything to the contrary, if the dismissal results from the decision of the Board to decrease the number of teaching faculty members employed by the Board or to discontinue some particular type of academic service, notice shall be given the faculty member as soon as practicable, but at least sixty (60) days before the end of the school term,
together with a statement of honorable dismissal and the reason therefore, and in all such cases the Board shall first dismiss all teaching faculty members who have not entered into continued contractual service before dismissing any teaching faculty member who has entered into continued contractual service and who is competent to render services currently being rendered by a teaching faculty member who has not entered into continued contractual service.

If all teaching faculty members who have not entered into a continued employment contract who are competent to render the services in question have been dismissed, the following criteria in the order stated shall be used in determining which teaching faculty member holding a continuing employment contract shall be dismissed by the Board for retrenchment purposes.

1. The full-time teaching faculty member with the fewest number of years of full-time experience at John A. Logan College.

2. The full-time teaching faculty member having signed his/her initial full-time contract with John A. Logan College at the latest date.

If the Board, within two (2) calendar years thereafter, increases the number of full-time teaching faculty or reinstates the position so discontinued, the position thereby becoming available shall be tendered to the full-time teaching faculty so removed or dismissed so far as he/she is qualified to hold such a position.
ARTICLE VII Board Rights

Section 7.1. Board Authority.
The Board, on behalf of the electors of the district, retains and reserves the ultimate responsibilities for proper management of the College District conferred upon and vested in it by the Statutes and the Constitution of the State of Illinois, and the United States, including, but not limited to, the responsibilities for and the right:

1. To maintain executive management and administrative control of the College District and its properties and facilities and the professional activities of its employees as related to the conduct of college affairs;

2. To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, and to promote and transfer all such employees;

3. To establish courses of instruction, including special programs, and to provide for athletic, recreational, and social events for students, all as deemed necessary or advisable by the Board;

4. To delegate authority through recognized administrative channels for the development and organization of the means and methods of instruction according to current written Board policy or as the same may from time to time be amended, so long as said policies do not violate the terms of Section 5.4 Academic Freedom, of the contract;

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

Section 7.2. Board Responsibilities.
The exercise of the foregoing powers, rights, authorities, duties, and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Illinois and the Constitution and laws of the United States.
ARTICLE VIII Entire Agreement

This Agreement supersedes and cancels all previous agreements (except the Recognition Agreement entered into by the Parties on April 18, 1972), verbal or written or based on alleged past practices between the Board and the Association, and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

The parties acknowledge during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.

The parties agree that any implementation of the Teaching and Engagement Model (TEM) during the term of this contract will involve the Faculty Association and entitle them to the right to impact bargain the implementation of TEM.
ARTICLE IX Savings

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.
ARTICLE X Term of Agreement

This agreement shall be effective on the 16th day of August, 2023, and shall remain in full force and effect until the completion of the summer term for the 2026-2027 academic year.

IN WITNESS OF, the parties have hereunto set their hands this 27th day of June.

BOARD OF TRUSTEES
COMMUNITY COLLEGE DISTRICT NO. 530
COMMUNITIES OF WILLIAMSON, JACKSON, FRANKLIN, PERRY, RANDOLPH, AND STATE OF ILLINOIS

BY
William J. Kilquist, Chair
Board of Trustees

BY
Jake Rendleman, Secretary
Board of Trustees

JOHN A. LOGAN COLLEGE IEA ASSOCIATION

BY
Jane Bryant, President

BY
Secretary
APPENDIX A Recognition Agreement

AND

APPENDIX A-1 Agreement to Amend Recognition Agreement

RECOGNITION AGREEMENT AND
AGREEMENT TO AMEND RECOGNITION AGREEMENT

(The Recognition Agreement and the Agreement to Amend Recognition Agreement is on file at the offices of the Board of Trustees of John A. Logan College District No. 530, Counties of Williamson, Jackson, Franklin, Perry, and State of Illinois.)
**Faculty with more than 30 years of experience will receive a fixed increase of $1550.**
**Faculty with more than 30 years of experience will receive a fixed increase of $1573.**
APPENDIX B-2 2025-2026 Salary Schedule

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**Faculty with more than 30 years of experience will receive a fixed increase of $1593.**
APPENDIX B-3 2026-2027 Salary Schedule

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**Faculty with more than 30 years of experience will receive a fixed increase of $1614.**
APPENDIX B-4 Overload and Summer

Academic Years 2023-2024; 2024-2025; 2025-2026; and 2026-2027
and
Summers 2024, 2025, 2026, and 2027

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APPENDIX B-5 Release Time and Stipends

**Academic Years 2023-2024, 2024-2025, 2025-2026 and 2026-2027**

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<td>Coordinator of Certified Medical Assistant Program</td>
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<td>$1,000 (chair)</td>
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