

SAUK VALLEY COLLEGE BOARD OF TRUSTEES ADJOURNED MEETING

October 8, 1973

The Board of Trustees of Sauk Valley College met in an adjourned meeting at 8:00 p.m. on October 8, 1973 in the Board Room of Sauk Valley College, Rural Route #1, Dixon, Illinois.

Call to Order: Chairman Perkins called the meeting to order at 8:03 p.m. and the following members answered roll call:

Ronald Coplan	Arman Gaulrapp
William Reigle	Catherine Perkins

Absent: Henry Kobbeman Peter Gray
Thomas Walter

Minutes: It was moved and seconded that the minutes of the September 24 meeting be approved as presented. Motion voted and carried.

Grievance Hearing: Mrs. Perkins indicated that the Grievance Hearing for Mohan Malhotra would now be held.

Mr. Frank Rausa, representative of the faculty grievance committee, presented evidence to the Board on behalf of the grievant, Mohan Malhotra.

Arrival: Member Henry Kobbeman arrived at 8:11 p.m.

After discussion and questions on grievance #8, the Board agreed to take the matter under consideration and return to the Faculty Association with a decision.

Faculty Contract: It was moved and seconded that the Board approve the attached contract for the 1973-74 fiscal year with the Faculty Association and authorize the Chairman and Secretary of the Board to execute same. In a roll call vote, the following was recorded: Ayes Members Coplan, Gaulrapp, Kobbeman, Reigle and Perkins. Nays-0. Motion carried.

Tuition Waivers: Discussion was held on a new ruling on community college tuition waivers. It was the consensus of the Board that all implications of this matter should be studied before the Board takes action on waiving tuition for any group.

Meeting Time: Discussion on the matter of holding two board meetings per month was delayed at this time due to the absence of two members.

1975 Legislation: Mrs. Perkins presented a list of priorities for community colleges for the 1975 legislature, prepared by the Ill. Community College Trustees Association. It was moved and seconded that the Board of Trustees of Sauk Valley College approve this list and instruct Mrs. Perkins to notify the association accordingly. Motion voted and carried.

Assignment of Rank to Counselors and Audio Visual Personnel: It was moved and seconded that the Board assign the following rank and 10 month salaries:

Richard Holtam	Asst. Prof. Step II	\$11, 375
David Zindel	Asst. Prof. Step II	11, 375
Michael Meyer	Asst. Prof. Step III	11, 800
Noel Adams	Asst. Prof. Step VII	13, 650
Ann Johnson	Assoc. Prof. Step V	14, 725

In a roll call vote, the following was recorded: Ayes Members Coplan, Gaulrapp, Kobbeman, Reigle and Perkins. Nays-0. Motion carried.

ADN Director: It was moved and seconded that the Board appoint Esther Appler to replace Adelaide Fritz as Director of the ADN program effective January 1, 1974 at an annual salary of \$17, 000. In a roll call vote, all voted aye. Motion carried.

LPN Director: It was moved and seconded that the Board approve the temporary appointment of Joan Melvin as Acting Coordinator of the LPN program at a salary increase of \$200 per month. In a roll call vote, all voted aye, motion carried.

Coordinator of Institutional Research: It was moved and seconded that the Board approve a \$1, 350 overload for Michael Meyer for the academic year July 1, 1973 thru June 30, 1974 to coordinate Institutional Research. In a roll call vote, all voted aye. Motion carried.

Clerical Salaries: It was moved and seconded that the Board increase the clerical budget for salaries from \$161,705 to \$175,000. In a roll call vote, all voted aye. Motion carried.

Building & Grounds: It was moved and seconded that the Board increase the Building and Grounds salary budget from \$209,645 to \$224,930. In a roll call vote, all voted aye. Motion carried,

Administrators: It was moved and seconded that the Board approve the following administrative salaries for the 1973-74 academic year:

Harriet Hastings	\$13,000
Richard Doolen	14,215
Michael Seguin	16,000
Ronald Schilling	17,000
Ralph Gelander	16,395
Ronald Marlier	16,750
Walter Clevenger	16,760
LPN Coordinator (est. 1-1-74)	7,000
Mack Warren	17,880
Adelaide Fritz (6 months)	9,730
Esther Appler (6 months)	8,500
Duane Paulsen	20,525
Robert Edison	27,500
John Sagmoe	21,000
Noah Bunch	22,500
Elmer Rice	21,500

In a roll call vote, all voted aye. Motion carried.

Executive Session: At 10:30 p.m. it was moved and seconded that the Board adjourn to executive session to discuss the grievance of Mr. Malhotra. In a roll call vote, all voted aye. Motion carried.

Regular Session: At 11:10 p.m. it was moved and seconded that the Board return to regular session. In a roll call vote, all voted aye. Motion carried.

Grievance: In regard to the exhibits submitted by Mr. Malhotra the chairman ruled on the following:

Grievance:

Exhibit A is not admitted
Exhibit B is admitted
Exhibit C is admitted with the exception of the graph (p. 18)
Exhibit D is admitted with the exception of pages 5, 11, 12, 13.

It was then moved and seconded that the grievance of Mohan Malhotra be denied. It was noted that the determination of placement on the salary schedule is a task that should be accomplished by reference to administrative evaluation and recommendation. The administration has functioned adequately and no recommendation has been forthcoming. No abuse of administrative prerogative has been found. In a roll call vote, the following was recorded: Ayes Members Coplan, Gaulrapp, Kobbeman, Reigle and Perkins. Nays-0. Motion carried.

It was moved and seconded that the Chairman of the Board of Trustees advise the grievant and the Faculty Association in writing of the Board's decision regarding Mr. Malhotra. In a roll call vote, all voted aye. Motion carried.

Adjournment:

Since there was no further business, it was moved and seconded that the Board adjourn. In a roll call vote, all voted aye. Motion carried.

The next meeting of the Board of Trustees will be held on Tuesday, October 23, 1973 at 8:00 p.m., since the regular meeting date of October 22 is a holiday.

The meeting adjourned at 11:20 p.m.



Henry Kobbeman, Secretary

October 8, 1973

MEMORANDUM

TO: SVC Board of Trustees

FROM: Dr. George E. Cole
President

RE: RECOMMENDED ACTIONS

- 1) A.D.N. PROGRAM - It is recommended that Esther Appler replace Adelaide Fritz as of January 1, 1974, when Miss Fritz's resignation becomes effective. Mrs. Appler has been approved by the Department of Registration & Education and has agreed to assume the position at a salary of \$17,000 (120% of her current 10 month base).
- 2) L.P.N. PROGRAM - It is recommended that Joan Melvin act as Coordinator of the L.P.N. Program at a salary of \$200.00 a month until the College selects a new Coordinator. This course of action has been approved by the Department of Registration and Education. It is estimated that a salary of \$13,000 - \$14,000 will be required to find a suitable replacement.
- 3) INSTITUTIONAL RESEARCH - I recommend \$1,350.00 overload pay for Michael Meyer to coordinate Institutional Research. Current planning at the State level requires a specific person at each college to assume this responsibility. There will be required meetings to attend and reports to complete.

GEC/bg

October 8, 1973

MEMORANDUM

TO: SVC Board of Trustees

FROM: Dr. George E. Cole
President

The following salary raises are recommended for administrators. It is the opinion of the President that the following rationale be used in the awarding of administrative salaries:

All administrators will receive \$1,000 increases with the exception of five individuals. Those exceptions to the \$1,000 increase are supported by a narrative from the individual's supervisor.

NAME	CURRENT SALARY	RECOMMENDED SALARY	INCREASE
Hastings, Harriet	\$10,430	\$13,000	\$2,570
Doolen, Richard	13,215	14,215	1,000
Seguin, Michael	14,315	16,000	1,685
Schilling, Ronald	14,705	17,000	2,295
Gelander, Ralph	15,395	16,395	1,000
Marlier, Ronald	15,750	16,750	1,000
Clevenger, Wally	15,760	16,760	1,000
L.P.N. Coordinator (To be named)		7,000 (est. starting date 1-1-74)	
Warren, Mack	16,880	17,880	1,000
Fritz, Adelaide	18,460	9,730 (6 months)	500
Appler, Esther		8,500 (6 months)	-230
Paulsen, Duane	19,525	20,525	1,000
Edison, Robert	25,325	27,500	2,175
Sagmoe, John	19,000	21,000	2,000
Bunch, Noah	22,500	22,500	-0-
Rice, Elmer	21,500	21,500	-0-
Cole, George	26,000	28,000	2,000
TOTALS	\$268,760	\$294,255	\$18,995

October 8, 1973

MEMORANDUM

TO: SVC Board of Trustees
FROM: Dr. George E. Cole
President
RE: ASSIGNMENT OF RANK TO COUNSELORS AND AUDIO-VISUAL PERSONNEL

The new Contract states:

"The current Counselors and Audio-Visual personnel shall be granted Academic Rank." (P. 13, Article VI, Section C)

If we use their current salary as a guide and place them according to the minimum qualifications for Academic Rank, the following placement is minimal:

NAME	CURRENT SALARY	RECOMMENDED	SALARY
Holtam, Richard	\$10,250	Assistant Professor	Step I \$10,975
Zindel, David	10,250	Assistant Professor	Step I 10,975
Meyer, Michael	10,625	Assistant Professor	Step II 11,375
Adams, Noel	12,300	Assistant Professor	Step VI 13,175
Johnson, Ann	13,225	Associate Professor	Step IV 14,175

Although this grants them the normal increase provided other members of the Bargaining Unit, it ignores some of the basic points mentioned in Dean Sagmoe's memorandum. I feel special consideration should be given for the counselors who have never been given the opportunity for promotion.

October 8, 1973

MEMORANDUM

TO: SVC Board of Trustees
FROM: Dr. George E. Cole
President
RE: CLERICAL RAISES

I would like to recommend a 7% increase as a guideline for clerical employee raises with \$2,000 additional provided for merit increases and individual salary adjustments based on supervisor recommendations.

<u>1972-73 TOTAL</u>	<u>1973-74 TOTAL</u>
\$161,705	\$175,000

GEC/bg

SAUK VALLEY COLLEGE

RURAL ROUTE ONE,

DIXON, ILLINOIS 61021

DATE 10-4-73

MEMORANDUM

O: President Cole

Brd

OM: Robert Edison

Current Building Staff of 29 Employees \$ 209,645 *

Minimum salary increase 10,485 **
of 5% since we now have no building
employees that we would "prefer" to
be employed elsewhere.

I currently have 11 family men employed at
an average salary of \$6563 with this amount
being considerably lower than other
comparable jobs in other school districts.
I would like to establish a minimum base
salary of \$7,000 per year after a
probationary period. This procedure would
cost -

4,800 **

Recommended Salary Level, 1973-74 \$ 224,930

* I now have one vacant position in the
building staff valued in the above at
\$7500. Some day we must fill this
difficult position but it might not be
necessary for many months.

** It is recognized that there would be
some overlapping in these two figures. I
contemplate utilizing the "overlapped"
amount as an incentive increase for the
more deserving members of the staff.

RE:fsb

CONTRACTUAL AGREEMENT
BETWEEN
THE BOARD OF JUNIOR COLLEGE DISTRICT NO. 506
AND
SAUK VALLEY COLLEGE FACULTY ASSOCIATION

APPROVED: October 8, 1973

CONTENTS

PREAMBLE	1
ARTICLE I	
Recognition	2
ARTICLE II	
Procedures.	3
ARTICLE III	
Agreement	7
ARTICLE IV	
Appeal Procedures	8
ARTICLE V	
No-Strike Clause.	10
ARTICLE VI	
Faculty Personnel Policies.	10
ARTICLE VII	
Faculty Tenure Policy	13
ARTICLE VIII	
Academic Freedom.	16
ARTICLE IX	
Criteria for Selection and Promotion of Professional Staff.	17
ARTICLE X	
Types of Appointments	19
ARTICLE XI	
Evaluation Policies	21
ARTICLE XII	
Evaluation Procedures	21
ARTICLE XIII	
Change in Status.	22

ARTICLE XIV	
Termination: Term Appointments	24
ARTICLE XV	
Termination: Continuing Appointments.	24
ARTICLE XVI	
Cancellation of Classes and/or Duties	26
ARTICLE XVII	
Professional Grievance Procedure.	27
ARTICLE XVIII	
Resignations by Advance Notice.	33
ARTICLE XIX	
Leaves of Absence	33
ARTICLE XX	
Fringe Benefits	37
ARTICLE XXI	
Association and Professional Instructional Staff Rights.	39
ARTICLE XXII	
Professional Compensation	40
1973-74 Instructional Salary Schedule	42
ARTICLE XXIII	
Effect of This Agreement.	43
ARTICLE XXIV	
Duration of Agreement	43

PREAMBLE

The Board of Junior College District Number 506, Counties of Whiteside, Lee, Ogle, Henry and Bureau, State of Illinois, commonly known as the Board of Trustees of Sauk Valley Junior College, hereinafter referred to as the "Board", and the Sauk Valley College Faculty Association, hereinafter referred to as the "Association", recognizes that the aim of Sauk Valley College is to provide the best education and training possible for the residents of the Junior College District and that the achievement of these educational objectives is a matter of mutual concern to the Board and the professional staff.

Mutual understanding and cooperation between the Board and the professional instructional staff are required and the free and open exchange of views, as evidenced in good faith negotiations, is both necessary and desirable.

The Board recognizes that teaching is a profession requiring specialized educational qualifications and both parties acknowledge the fact that the success of the educational program in the District depends in part upon the maximum utilization of the abilities of the professional instructional staff. As evidence of its acceptance of the professional rights and responsibilities of instructors, the Association has endorsed the Code of Ethics of the Education Profession.

ARTICLE I

Recognition

A. The Board recognizes the Sauk Valley College Faculty Association as the sole negotiating agent for the full-time professional staff in matters defined as negotiable in Article II, Section C, of this agreement. The Board agrees that faculty members shall have the right to organize, join, and assist the Association, and to participate in professional negotiations with the Board. It is specifically understood and agreed that the individuals excluded from the bargaining unit are the President, the Deans, the Directors, the Plant Engineer, the Registrar, and their Assistants or Associates.

It is understood and agreed that there shall not be included in the Negotiating Unit any other individual whose duties are primarily administrative in nature or who, as part of his or her official duties, is called upon to evaluate the performance of employees and make recommendations with reference to dismissal, retention or other matters dealing with the employees' continuing status. The Board specifically agrees not to negotiate with any other organization purporting to represent the bargaining unit as defined on page 2 of this agreement for the duration of this Agreement, unless the Association is successfully challenged as provided in Article XXIV - Duration; further, the Board agrees not to negotiate with any member of the Negotiating Unit individually during the duration of this Agreement on matters agreed upon herein.

B. Both parties agree that they shall not discriminate against any employee or Board member for reason of race, creed, color, marital status, sex, age, national origin, or for joining or not joining and/or assisting the Association or the Board. This provision shall not prohibit the enforcement of any policy with reference to "nepotism" as the Board may adopt.

C. This recognition shall entitle the Association to organizational use of staff bulletin boards in the Faculty Lounge and Library, payroll deduction of membership dues, if requested, intra-school mail service and the use of College facilities for meetings, as governed by current Board policies.

D. Nothing herein shall require any member of the professional instructional staff or counselor to be a member of the Association.

E. It is recognized that the legal responsibility for the College is vested in the Board of Trustees. However, the Board agrees to participate in good faith negotiations as provided herein.

F. Nothing contained herein shall limit or restrict the Board's responsibility and authority to amend or adopt Board policy as the Board in its discretion deems necessary, except that no Board policy shall be amended where the subject matter of such policy is the product of specific agreement between the parties hereto after negotiation and upon inclusion in this Agreement. Further, nothing contained herein shall prevent the Board from executing the legal responsibilities imposed upon it by law.

G. The faculty shall have made available to them through the Registrar's Office, a copy of the official college calendar within 10 days after it has been approved by the Board.

ARTICLE II

Procedures

A. Obtaining Objectives:

1. The process provided for in this Agreement is dependent upon mutual understanding and cooperation. Representatives of the parties shall meet at reasonable times and places and negotiate

in good faith to reach agreements on matters defined as negotiable in this Agreement.

2. The following concepts are inherent in the phrase, "good faith negotiations":
 - (a) Each group will deal with the chosen representatives of the other
 - (b) Each group will deal with the other honestly and in a bona-fide effort to reach agreement
 - (c) Each group will meet at reasonable times and places in order to facilitate negotiation
 - (d) A representative of each group will carry the necessary authority to make proposals and counter-proposals, to compromise and to make agreements subject to final ratification
3. The Board agrees that it will not knowingly deprive any faculty member of his rights under the laws of the State of Illinois or the Constitution of the State of Illinois or of the Constitution of the United States.

B. Representation:

1. Members of the negotiating team shall be three (3) in number for each team unless the number is changed by mutual consent. Members of the negotiating team for the Board shall be confined to members of the Board of Trustees, or regularly employed members of the professional college staff (excluding the President of the College). Members of the negotiating team for the Association shall be confined to members of the Association. Subject to these limitations, neither party will attempt to exert any control over the other party's selection of its representatives.

2. Negotiating sessions shall be closed; however, the negotiating teams shall have the right to utilize the services of consultants in the deliberations and may call upon competent professional and lay representatives to consider the matter under discussion and, with the permission of the other group, to make suggestions and observations to the participants assembled.
3. Costs of consultants chosen by either party shall be paid by that party. The costs for the mediator, the fact finder, or any costs incidental to the mediation and fact-finding procedures as hereinafter provided for, shall be shared equally by the Board and the Association.

C. Subject of Negotiations:

1. The Association and the Board agree that negotiations in good faith, will encompass only the following items:
 - (a) Negotiating Procedures
 - (b) Grievance Procedures
 - (c) Salaries
 - (d) Related Economic Conditions of Employment consisting of:
 - (1) Group Insurance
 - (2) Sick Leave
 - (3) Maternity Leave
 - (4) Sabbatical Leave
 - (5) Other Leaves
 - (6) Retirement
 - (7) Work Load
 - (8) Compensation for Overload
 - (9) Summer School Contracts and Compensation

- (10) Reimbursement for Substitute Teaching
- (11) Tenure
- (12) Retrenchment
- (13) Promotional Policy and Academic Rank
- (14) Merit Pay and Overload Pay

(e) Other mutually agreed upon matters

D. Directing Requests:

1. Requests from the Association for meetings of the negotiating teams shall be made in writing directly to the Chairman of the Board. Requests from the Board shall be made in writing directly to the President of the Association. Requests shall be accompanied by an agenda of the items to be considered. Within ten days of the date of mailing the request, a mutually convenient time and place for a meeting shall be established. The meeting shall take place within fifteen (15) days after the mailing of the request.
2. Additional meetings may be agreed upon by the negotiating teams to enable them to complete consideration of agenda items. Every effort shall be made to schedule meetings so as to avoid conflicts with college duties of Association representatives or with the duties or responsibilities of the Board's representatives.

E. Exchange of Information:

The Association shall be furnished, on request of its President or its duly authorized representatives, all regularly and routinely prepared information concerning the financial condition of the College, including annual financial audit and adopted budget. In addition, the Board and Administration will

grant the reasonable requests of the President or of the duly authorized representatives of the Association for any other readily available and pertinent information which may be relevant to negotiations and/or grievances.

Nothing herein shall require the central administrative staff to research and assemble information. The Association shall furnish copies of pertinent information as reasonably requested by the Chairman of the Board or its duly authorized representatives.

ARTICLE III

Agreement

When tentative agreement is reached on all matters being negotiated, it shall be reduced in writing and submitted to the Association membership and the full Board of the College for ratification. Such document, if ratified by both parties, will become a part of the official minutes of the Board and shall be made an appendix to this Agreement. It shall be signed by the Chairman or President and the Secretary of the respective parties. When necessary, provisions in the Agreement shall be reflected in the individual contract or statement of conditions of service as submitted to employees. The Agreement shall not discriminate against any member of the negotiating unit, regardless of membership or non-membership in the Association.

ARTICLE IV

Appeal Procedures

- A. If agreement is not reached on all items within sixty (60) calendar days of commencement of negotiations, either party may declare an impasse has been reached and call for the selection of a mediator. A written request for mediation by one party shall be considered a joint request for mediation and the other party shall join in the request.
- B. **Mediation:**
 - 1. A mediator shall be selected within ten (10) calendar days from the date on which either party declares in writing to the other that an impasse exists. If the parties cannot agree on a mediator, a list of five mediators shall be secured from the Federal Mediation and Conciliation Services. Such a list shall not include a resident of the Junior College District. Final selection of the mediator shall be made by the parties who shall strike a name from the list of five alternately, until one name remains, and this person shall serve as the mediator. The party eligible for the first deletion shall be determined by chance.
 - 2. If the final mediator named is unable to serve, the last name struck from the list shall be the alternate.
 - 3. The total time for the mediation process shall not exceed twenty (20) calendar days from the date of selection of the mediator. The mediator shall meet with the parties or their representatives, either jointly or separately, and shall take such other steps as he may deem appropriate in order to persuade the parties to resolve their differences and effect a mutually

acceptable agreement, provided that the mediator shall not make findings of fact or recommend terms of settlement without the consent of the parties. If findings of fact or recommendations are made, they shall not be made public without the written consent of both parties.

C. Fact Finding:

1. If agreement cannot be reached through deliberations with a mediator within the prescribed time limits, a fact-finder shall be secured from the American Arbitration Association in the same manner as provided for the selection of a mediator, provided that the list submitted from the American Arbitration Association shall not include any person submitted as a possible mediator.
2. The fact-finder shall, within 10 days after his selection, meet with the parties or their representatives, or both, either jointly or separately, make inquiries and investigations, hold hearings, and shall take other steps as he deems appropriate. The Board and Association shall furnish the fact-finder, upon his request, all records, papers, and information in their possession relating to any matter under investigation by or in issue before the fact-finder.
3. If the dispute is not settled prior thereto, the fact-finder shall make findings of fact and recommend terms of settlement, which recommendations shall be advisory only within 30 days after his selection. Any finding of fact and recommended terms of settlement shall be submitted in writing to the parties.

4. Within 10 days after receipt of the written report, both parties must notify the fact-finder, in writing, of their decision. If the written report is not accepted, the reasons for non-acceptance must be included in the response. If no agreement is reached within 10 days after receipt of the written report, the responses will be added to the written report and copies will be released to the public.

ARTICLE V

No-Strike Clause

It is hereby recognized that it is the law of the State of Illinois that no public employee, any organization of employees, nor any person acting on behalf of an employee organization, shall ever at any time engage in or encourage or support any strike, slow down, or other concerted refusal to render full and complete services in a college district. The Association hereby agrees not to strike, or engage in, or support or encourage any concerted refusal to render full and complete services in the Junior College District or to engage in or support any activity whatsoever which would disrupt in any manner the operation of the College during the term of this Agreement.

ARTICLE VI

Faculty Personnel Policies

A. Basis for Personnel Policies:

1. Establishment of these policies is the legal responsibility of the governing Board of Sauk Valley College in accordance with

provisions H.B. 1710, 74th Illinois General Assembly.

2. The intent of these personnel policies is to insure the selection and maintenance of a highly qualified staff capable of conducting a comprehensive community college program which will warrant national recognition and meet the following standards:
 - a. The Standards and Criteria for the Evaluation and Recognition of Illinois Public Junior Colleges and Other Guidelines. Policies and Procedures Approved by the Illinois Junior College Board.
 - b. The regional and national accreditation standards for higher education in general and for community colleges in particular.
 - c. The requirements of such other governing or regulatory agencies from which the college must seek approval for programs and/or funds.

B. Workload: 1973-1974 Academic Year:

1. Workload for the full-time teaching staff for the 1973-74 academic year shall be assigned by the appropriate Dean in accordance with the needs of the college as determined after discussion with concerned individual faculty members and respective departments.

Workloads up to 32 credit hours without overload compensation may be assigned for the academic year. Credit hours for workload will be determined allowing 1 credit hour for each lecture hour and .75 credit hour for each laboratory hour.

Faculty teaching in programs which by their nature, and/or due to facilities available for the educational process, are low enrollment classes may carry loads as follows:

- (a) Industrial and Technical - maximum without overload of 40 credit hours per academic year.
- (b) Medical laboratory - maximum without overload of 40 credit hours per academic year.

Those faculty who have special duties or responsibilities within the college assigned by their respective Deans may be given released time from their workload.

Faculty members shall maintain at least five (5) office hours per week per semester.

Overload will be determined on the basis of the assignment for the academic year, ie., the fall semester plus the spring semester. Any faculty member may have the option of accepting or refusing an overload of more than 1 credit hour. A written agreement stating the conditions of the overload must be presented to the individual faculty member prior to the start of the overload period:

2. Workload for full-time faculty (other than full-time teaching staff) eligible for membership in the SVC Faculty Association shall be 37 hours per week.
Instructional duties for these individuals shall be assigned on the basis of six (6) hours released time for a 3 semester credit hour course taught, or when released time would be detrimental to their department, paid overload compensation at the option of the appropriate dean.
3. Teaching of community service courses will not be considered a part of the faculty member's normal workload. Full-time faculty members may volunteer to teach community service courses with

the selection and assignment of faculty members to be made by the Dean of Community Services. Faculty will be paid for teaching Community Service courses at the same rate as they would receive for overload.

C. The current Counselors and Audio Visual personnel shall be granted Academic Rank.

ARTICLE VII

Faculty Tenure Policy

A. Tenure Definition

Tenure is hereby defined as the continued contractual appointment to a professional position of employment at Sauk Valley College. Tenure, as defined in this Agreement, applies to all full-time professional staff members who are eligible for membership in the bargaining unit. Tenure is not related to a specific position, however, any professional staff member having the status of tenure whose position is changed must be classified and paid for his new position at not less than the highest level of classification commensurate with his academic credentials and experience.

B. Tenure Schedule

Professional staff members shall initially be appointed for no longer than one year. Such appointments must be reviewed annually and eligibility for tenure will be based upon completion of three years of full-time professional service at Sauk Valley College. Service started prior to January 1 will count as a full year; service started subsequent to January 1 will not count toward tenure. Prior to tenure, if the employee is not to be reemployed

at the end of his contract, he shall be given written notice from the President of the Board's decision not to reemploy him not later than March 15 of the contract year.

C. Approval Procedure

Tenure will be granted upon recommendation of the President of the College with specific Board approval required in each individual case. A maximum of one additional probationary year may be approved by the President upon recommendation of the appropriate dean. In such cases, the President shall notify the Board and the individual concerned in writing of the specific reasons for the additional year of probation, as well as the requirements to be fulfilled during that year.

D. Dismissal for Cause

Any one of the following shall be considered adequate cause for suspension and possible termination of tenured staff:

1. Inadequate performance of duties
2. Willful and continuous neglect of duties
3. Unprofessional conduct
4. Violation of official college policies
5. Moral turpitude
6. Unjustifiable insubordination
7. Physical or mental incapacity

E. Other Reasons for Termination

1. Age: Tenure shall expire automatically and without notice upon completion of the contract year in which the 65th birthday of a tenured staff member occurs. Employment after 65, if any, shall be on either a temporary or an annual contract basis.

2. Budget or Program Retrenchment: The services of any member of the professional staff may be terminated in the event of the need for financial or program retrenchment. Notification of termination shall be given as soon as the need for retrenchment is apparent, but in any case, not later than February 1 of the contract year. Such termination shall be made at the close of the contract year. The college will reimburse the individual for expenses incurred to locate and move to a new position up to a sum of \$250 upon presentation of appropriate vouchers to the Dean of Business Services. Positions which have been vacated on such grounds shall not be filled within two years. If the position is to be refilled, it must first be offered to the retrenched person if even only on a part-time basis. The retrenched employee must notify the college of his intent to accept the position within 14 calendar days after the receipt of offer. Members of the division in which the retrenchment is being considered shall be consulted in a division meeting held prior to any Board action on the retrenchment. The opinions of the division must be filed within 14 days after the said meeting by the division chairman with the President who in turn will forward them to the Board prior to any Board action on the matter. In the event that staff retrenchment is indicated by the Board, the following criteria shall be considered the major factors in determining which staff are not to be reemployed: 1) Quality of instruction; 2) Educational background; 3) Seniority within a subject-matter area. Those staff ranking lowest in these attributes should be the first subject to retrenchment.

3. Nepotism: The spouse, parent or child of a member of the professional staff or of the College Board shall not normally be considered eligible for full-time appointment. Should such an individual assume full-time employment, such employment shall not exceed two years, and shall terminate upon employment of a replacement satisfactory to the President. However, the conditions of this statement on nepotism shall not effect the continuing employment of an individual who has attained the status of tenure.

ARTICLE VIII

Academic Freedom

It is the policy of Sauk Valley College to maintain and encourage an atmosphere of freedom in teaching commensurate with the responsibility which each instructor must assume. The College believes that creative scholarship can thrive only in an atmosphere where there is freedom for examination of ideas. Such freedom includes the right to investigate problems, and to evaluate and question accepted theories. It carries with it the responsibility to offer alternative solutions in an unbiased manner and to develop in students the habit of independent investigation.

The protection of the prerogatives of academic freedom requires a conscientious, responsible staff. Specifically, each faculty member should uphold the dignity of the College in all his activities; set for his students an example of integrity, tolerance and decency; and maintain high standards of scholarship and personal conduct.

ARTICLE IX

Criteria for Selection and Promotion of Professional Staff

A. General Requirements

The following general qualifications will be considered in the selection and promotion of teaching staff:

1. Mastery of subject matter
2. Demonstrated teaching capability
3. Interest in students as individuals
4. Understanding of the comprehensive community college program
5. Potential for continued professional growth
6. Meritorious service

B. Specific Minimum Requirements for Selection of Instructional Staff

The instructional staff is classified into five groups:

1. Assistant Instructor
2. Instructor
3. Assistant Professor
4. Associate Professor
5. Professor

Initial appointments are made in accordance with the following guides for employment at the various ranks. Appointments are made on an individual basis and final salary and rank depend upon personal qualifications as well as education and experience. In individual cases outstanding prior achievement may be equated to degree requirements and/or professional experience.

1. Assistant Instructor: A certificate or diploma from a vocational, technical or other training school in the field of specialization. Program of preparation should be the equivalent of two years of post high school education. One year of credit is given for each two years of clinical and work experience in determining placement on the schedule. This rank may also be assigned to an appointee who holds a bachelor's degree

and is working toward a master's degree in the field of teaching specialization or a master's degree with a graduate major in the teaching subject field.

2. Instructor: A master's degree in the field of specialization, or a master's degree with a graduate major in the teaching subject field. In those fields in which a graduate degree is not available, the following alternatives may be considered:
 - a. A bachelor's degree and 30 semester hours of graduate credit, or;
 - b. A total of 150 semester hours of college credit

In all cases, the preparation should include the equivalent of an undergraduate major and appropriate graduate courses in the field of specialization.
3. Assistant Professor: A master's degree in the field of specialization or a master's degree with a graduate major in the teaching subject field and four years of professional experience; or a doctorate degree in the field of specialization and less than four years of professional experience. In those fields in which a graduate degree is not available, the following alternatives may be considered:
 - a. A bachelor's degree and 30 semester hours of graduate credit, or;
 - b. A total of 150 semester hours of college credit

In all cases, the preparation should include the equivalent of an undergraduate major and appropriate graduate courses in the field of specialization.

4. Associate Professor: A master's degree in the field of specialization or a master's degree with a graduate major in the teaching subject field and 30 hours of approved graduate credit, eight years of professional experience, at least two of which shall be successful college teaching, or a doctor's degree in the field of specialization, and six years of professional experience, at least two of which shall be successful college teaching.

In those fields in which a graduate degree is not available, the following alternatives may be considered:

- a. A bachelor's degree and 60 semester hours of graduate credit, or;
- b. A total of 180 semester hours of college credit

In all cases, preparation should include the equivalent of an undergraduate major and appropriate graduate courses in the field of specialization.

5. Professor: A doctor's degree in the field of specialization, or a master's degree in the field of specialization or a master's degree with a graduate major in the teaching subject field, and 60 hours of approved graduate credit. Ten years of experience, at least five of which shall be successful college teaching.

In those fields in which a graduate degree is not available, the following alternatives may be considered:

- a. A bachelor's degree and 80 semester hours of graduate credit, or;
- b. A total of 200 semester hours of college credit

In all cases, preparation should include the equivalent of an undergraduate major and appropriate graduate courses in the field of specialization.

ARTICLE X

Types of Appointments

- A. Appointment to the professional staff shall be in one of three categories: temporary, term or continuing.
 1. A temporary appointment shall be an appointment for an unspecified period and may be terminated at any time. Temporary appointments ordinarily are for part-time service, voluntary service, or for periods of less than one year.
 2. A term appointment shall be an appointment for a specified period of time, normally for one year. Such an appointment shall automatically expire at the end of the agreed term unless terminated earlier in accordance with subsequent provisions of these policies.
 3. A continuing appointment shall be a tenured appointment and shall continue indefinitely unless terminated in accordance with subsequent provisions of these policies. It shall not be affected by change in rank.

ARTICLE XI

Evaluation Policies

A. The evaluation of a professional staff member's performance will be primarily the responsibility of the appropriate dean or other supervisor who is responsible to the President for the preparation of recommendations regarding the status of staff under his supervision. Evaluation will be related to duties and responsibilities as stated in the Faculty Handbook.

ARTICLE XII

Evaluation Procedures

A. The evaluation of a professional staff member's performance will be a cooperative process including, but not limited to, deliberations between the staff member and his immediate supervisor. The areas to be evaluated will include professional and academic growth, college service, instructional service and/or administrative service. The supervisor's annual evaluation will be presented to each staff member for his review and comment and then forwarded to the appropriate dean. A copy will be forwarded to the President for his consideration in preparing his annual recommendations for the Board of Trustees approval.

ARTICLE XIII

Change in Status

A. Annual Review

1. There will be an annual review of the performance and status of each member of the professional staff holding a term or continuing appointment. This shall include a conference between the staff member and the appropriate dean or other immediate supervisor to be followed by recommendations to the President. These recommendations shall be based on the documented evaluation data compiled in accordance with approved procedures for staff evaluation.

B. Results of Review

1. The following actions may be taken as a result of the annual review:

- a. Retention with normal salary increment
- b. Retention with extra salary increment(s)
- c. Promotion to higher rank
- d. Termination of service
- e. Granting of continuing appointment (term appointees only)
- f. Retention without salary increment

If the President recommends a, b or c above, and if the Board's disposition of the recommendation is contrary to such recommendation, the staff member in question shall be given written notice of the Board's final decision concerning the President's recommendation within two weeks following the next regular Board meeting.

When option "f" is exercised for the second time for a tenured staff member, such staff member shall have the right to demand that either dismissal proceedings will be initiated or that he will thereafter receive his normal increment.

C. Notification

1. The division chairman or other immediate supervisor shall notify each staff member of the recommendation that is being made as a result of the annual review. For a term appointee this shall be accomplished by February 15 and for a continuing appointee, January 1. (Note Article VII-B on Tenure for notification procedure on the granting of continuing appointment.) The staff member may then request a meeting with the President, the appropriate dean, and the division chairman or other immediate supervisor, to show cause for any inequity in the recommendation. He may invite up to two observers of his choice to attend the meeting. In any case within two weeks of the above dates, the staff member will be given written notice by the President of his decision regarding the recommendation. If the recommendation is for termination of service or for retention without salary increment, the staff member may request the Board of Trustees to review his case. Such a request must be made within 10 days after the staff member has received written notification of the President's recommendation. The staff member may enlist the assistance of the Association in presenting his case to the Board.

ARTICLE XIV

Termination: Term Appointments

A. Prior to Completion of Agreed Term:

1. If a term appointment is to be terminated prior to completion of agreed term, cause shall be given and procedures will be identical with the provisions for termination of continuing appointments as in Article XV Termination: Continuing Appointments.

ARTICLE XV

Termination: Continuing Appointments

A. Termination for Cause:

1. The services of a faculty member with a continuing appointment may be terminated for any of the causes set forth in Article VII, D, the termination to be in accordance with the following procedures:
2. When the President receives a recommendation for termination, or other information or complaint against a tenured member of the faculty containing allegations which, if true, might serve as a cause for termination and he deems such information to be substantial, he shall discuss it with the individual concerned and shall make such investigation as he considers appropriate, including the review of any written documentation which may be available to him. If the President decides to recommend termination to the Board, the individual concerned shall be formally notified at least 7 days prior to the President's recommendation

being acted upon by the Board, and shall be given the opportunity to be present at the time the recommendation is made to the Board. If the Board accepts the President's recommendation, then the individual and/or the Association may appeal the Board's decision by filing a written notice of appeal, setting forth the basis for the appeal. The notice shall be filed with the Chairman of the Board within 7 days after the individual has been notified of the Board's action on the President's recommendation. The appeal shall then be presented at the first regular Board meeting following receipt of the notice of appeal, provided a meeting is scheduled within two weeks, otherwise a special meeting shall be called. The Board shall have the option of considering the appeal in an executive session. The individual and/or Association shall have the option of requesting a formal hearing before the Board or presenting the case through written briefs. No later than one week after the conclusion of the hearing, the Board of Trustees shall render its decision in writing to the Association and the individual involved. If the Board's decision is unacceptable, the matter may be submitted to arbitration as provided in Step 4 of Paragraph C of Article XVII - Professional Grievance Procedure. The decision of the arbitrator will be accepted as final, and in lieu of any other remedy, by the Board, the Association and the individual member or members of the Association affected thereby.

ARTICLE XVI

Cancellation of Classes and/or Duties

A. If the President (or his representative, if the President is absent from the campus), receives a recommendation or other information regarding a member of the faculty containing allegations which, if true, might serve as a cause for termination and he deems such information to be substantial, and if, in the opinion of the President or his representative, immediate harm to the faculty member, the College or to others may result from his continued presence or acts, the President, or his representative, shall have the right to immediately cancel the classes and/or duties of that faculty member and to cause him to absent himself from the classroom or the campus. In the event of such action, the faculty member shall have the opportunity of following the Professional Grievance Procedure starting at Step 3, by notification to the Chairman of the Board within 7 days after such action by the President or his legal representative. If the matter proceeds to Step 4 of the Professional Grievance Procedure, the decision of the arbitrator will be accepted as final and in lieu of any other remedy by the Board, the Association, and the individual member or members of the Association affected. It is understood that such cancellation of classes or duties will cause no loss of pay or benefits to the faculty member prior to a decision being rendered by the Board.

ARTICLE XVII

Professional Grievance Procedure

WHEREAS, the establishment and maintenance of a harmonious cooperative relationship between the College and the professional instructional staff is essential to the operation of the College, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances free from coercion, interference, restraint, discrimination or reprisal, and by which the College and the staff are afforded adequate opportunity to dispose of their differences without the necessity of time-consuming and costly procedures before administration agencies or in the courts.

A. Definitions:

1. A "grievance" shall mean a claim that there has been an alleged violation, misinterpretation or misapplication of a provision of this Agreement or of any established written College policy as such policy pertains to wages, hours, and terms and conditions of employment.
2. A "grievant" shall be any party to this Agreement or any member of the professional instructional staff who shall submit a grievance.
3. Association representative or grievance committee means a member or members of the Association's grievance committee, which is composed of seven members from the local Association appointed in accordance with the by-laws of the Association.
4. Time limits: All time limits refer to calendar days.

B. General Conditions:

1. The Board acknowledges the right of the Association's grievance committee to participate in the processing of a grievance at any level if the grievant so desires, and that no grievant be required to discuss any grievance if a grievance committee member is not present.
2. At least one member, and not more than three members, of the grievance committee, in addition to the grievant, shall be present for any meeting, hearing, appeals or other proceedings relating to a grievance which has been formally presented, provided it is the wish of the grievant. Nothing contained herein shall be construed as limiting the right of any grievant to have a grievance adjusted without the intervention of the Association, provided that if the grievance has been formally filed with the Association, the Association shall be notified of the final settlement.
3. The parties acknowledge that it is usually most desirable for a grievant and his immediately involved supervisor to resolve problems through free and informal communications. When requested by a grievant, the grievance committee may intervene to assist in this procedure. However, should such informal processes fail to satisfy the grievant, then a grievance may be processed in accordance with the following procedure.
4. If a grievance is to be processed in accordance with "C-Procedures", the grievant shall initiate step one within 90 days from the date he is notified of the occurrences of the event giving rise to the grievance. The failure of the Administrator

or the Board to give a decision within the time limits stated shall permit the grievant to proceed to the next step. The failure of a grievant, or the Association, to take action in accordance with this Agreement within the prescribed time limits shall act as a bar to any further appeal.

5. The number of days indicated at each level shall be considered maximum, and every effort shall be made to expedite the process. The time limits may be extended by mutual consent.
6. All decisions shall be rendered in writing to the grievant and the Association at each step of the grievance procedure setting forth the findings of fact, conclusions and supporting reasons.
7. Either party shall have the right to be represented by representatives of his choice (not to exceed three in number) at any level above step one.
8. Either party shall have the right at all stages of a grievance proceeding to confront and cross-examine all witnesses called against him to testify and to call witnesses on his own behalf.
9. Hearings and conferences under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses entitled to be present, to attend, and will be held, in-so-far as possible, at other than College hours or during non-teaching time of personnel involved. When such hearings and conferences are held, at the option of the Administration, during College hours, all employees whose presence is required shall be excused, with pay, for that purpose.
10. No reprisals of any kind shall be taken against any staff member

for participating in any grievance proceeding. If any staff member for whom a grievance is filed, processed or sustained, shall be found to have been unjustly charged, and if suspension is involved, he shall be restored to his former position.

11. All documents, communications and records dealing with the grievance shall be filed separately from the personnel files of the participants.
12. It is agreed that the grievant shall be furnished with copies of any written information in the possession of the Board and/or the Administration necessary for the processing of any grievance or complaint.
13. A grievance may be withdrawn at any level without establishing a precedent.
14. All communications, notices or decisions required may be personally delivered to the party or parties entitled thereto or may be mailed to them by certified or registered mail to their last address as shown on the College records. Delivery shall be deemed to have been made when the document is deposited in a United States mail box. All communications, notices, or decisions for the Association or the Board shall be delivered or mailed to the respective President or Chairman.

C. Procedures:

All grievances accepted by the Association shall be presented and adjusted in the following manner:

Step #1. The Association shall present the grievance immediately in writing, setting forth the particular provision or provisions of the Agreement or policy involved, to the supervisor who will

arrange for a meeting to take place within 14 days after receipt of the grievance. The grievant, the Association's representative, and the involved supervisor shall be present for the meeting. The supervisor must then submit his decision in writing within 14 days after such meeting. If there is no supervisor applicable, the grievance would start at Step #3.

Step #2. If the grievance is not resolved by Step #1, then the Association shall file a written appeal with the President or his official designee within 14 days after receipt of the Step #1 decision or within 14 days after the Step #1 meeting, whichever is the later, setting forth the basis for the appeal. The President shall arrange for a hearing with the grievant and the representatives of the Association's grievance committee to take place within 14 days of his receipt of the notice of appeal. Upon conclusion of the hearing, the President shall have 14 days in which to provide his written decision to the grievant and the Association.

#3. If the Association is not satisfied with the disposition of the grievance by the President or his designee, or if no disposition has been made within the time limits in Step #2, the grievance shall be transmitted to the Board of Trustees by filing a written notice of appeal, setting forth the basis for the appeal, with the Chairman of the Board within 14 days after receipt of the President's decision, or within 14 days after the hearing. The grievance, together with a record of the prior proceedings, shall be presented at the first regular Board meeting following the decision to appeal, provided the regular meeting is scheduled within two weeks; otherwise, a special Board meeting shall be called.

The Board shall have the option of considering the appeal in an executive session. The Association shall have the option of requesting a formal hearing before the Board or of presenting the case through written briefs. No later than 14 days after the conclusion of the hearing, the Board of Trustees shall render its decision in writing to the Association and the grievant.

Step #4. If the Association is not satisfied with the decision of the Board, or if no decision has been made within the period provided in Step #3, the Association may submit the grievance to arbitration before an impartial arbitrator. The Association must declare in writing to the Board that such arbitration is desired. Such declaration must be made to the Board within 14 days after the Association has received the decision of the Board on their appeal to them. If the parties cannot agree on an arbitrator, a list of five or more arbitrators shall be secured from the American Arbitration Association. The Arbitrator shall be selected within 14 days of the receipt of the list of arbitrators from AAA. Such a list shall not include a resident of the Junior College District. Final selection of the arbitrator shall be made by the parties who shall strike a name from the list of five alternately until one name remains, and this person shall serve as arbitrator. The party eligible for the first deletion shall be determined by chance. The Administration and the Association shall not be permitted to present in such arbitration proceedings any evidence not previously disclosed to the other party at the Board hearing. The arbitrator shall have no power to alter, add to, or subtract from the terms of the Agreement. Both parties agree to be bound by the award of the

arbitrator. The fees and expenses of the arbitrator shall be shared equally by the parties. Should only one party request a transcript of the proceedings, then that party shall bear the full costs of that transcript. Should both parties order a transcript, then the cost of the two transcripts shall be divided equally between the parties.

ARTICLE XVIII

Resignations by Advance Notice

A. If a faculty member is contemplating resignation, it should be discussed with his division chairman or immediate supervisor at the earliest possible time. Normally a resignation will not be accepted after July 1, except in extreme cases, and then subject to the availability of a replacement satisfactory to the President. In any case, the mutual interest of the College and the individual will be considered.

ARTICLE XVIX

Leaves of Absence

A. Sick Leave:

1. Sick leave shall accrue to all full-time staff members at the rate of 15 days the first year and 10 days per year thereafter. Sick leave for the full contract year shall accrue as of the first duty day of employment and shall terminate as of the last duty day of employment.

Sick Leave for those on twelve-month contract shall accrue at the rate of 17 days the first year and 12 days per year thereafter.

2. Sick leave shall be credited to each employee at the beginning of each contract year so that the accumulated unused sick leave from prior periods plus the credit for the current year will be the total amount of sick leave benefits available to that employee through the end of the fiscal year (June 30).
3. This procedure has the effect of crediting the employee with a sick leave advance which must be repaid to the College through full-time employment during the contract year. Should service terminate after this banked credit has been used by the employee, the unearned portion of the sick leave used will be considered as a debt to be repaid to the College by deduction from the final salary payment.
4. Sick leave may be accumulated without limit. Sick leave will be deemed to be the result of the personal sickness of the employee involved. The employee may use up to 10 days of his sick leave in any one contract year for sickness in the immediate family which creates the necessity for the employee to remain away from the place of employment, or for personal bereavement related to a member of the immediate family.
5. Sick leave without salary may be granted to members of the professional staff subject to the discretion of the Board of Trustees. During any such leave, the administrator shall make appropriate arrangements for carrying on the activities of the affected area with due regard to the work load of other members of that area.

6. The immediate supervisor or division chairman shall submit a report to the Business Office of the number of days sick leave taken. The report shall be on forms supplied by the Business Office. A person may only be charged for sick days when he/she would normally be working. The Board reserves the right to require a Physician's Certificate that the individual is incapacitated from performing his or her usual or ordinary duties for any sick leave taken.
7. If a person is sick, he shall notify his immediate supervisor or his division chairman at the earliest possible time, but not later than the time his duties are to begin. If personal leave is to be used, such notice shall be given, whenever possible, not later than 24 hours before duties are to begin.
8. Each member of the professional staff may take three days annually for personal leave. Any days so taken will be charged against the sick leave credit of the individual.
9. No compensation shall be paid for sick leave accrued unless the individual is sick and incapacitated from performing his or her usual and ordinary duties or personal leave taken as in Paragraph 8. Upon termination of service, any accrued but unused sick leave shall be cancelled.

B. Maternity Leave:

1. Members of the professional staff who become pregnant should report this fact to their appropriate Dean not later than the fourth month of pregnancy. The President shall grant a leave of absence without pay upon request of the professional staff member until the beginning of the next semester after the delivery of the child. Return to service may be delayed until the beginning of the second

semester after delivery with the approval of the President and other appropriate administrative officers.

2. On request from the staff member and upon the President's recommendation, the Board may grant an extension of such leaves of absences up to a total of one year with no loss of rank, tenure, placement on the salary schedule or accrued sick leave.
3. Sick leave shall not be granted or used for maternity leave purposes.
4. Not later than one month prior to the approved date for return from pregnancy leave, a physician's certificate indicating that the subject is capable of returning to full-time responsibility shall be furnished by the returnee.

C. The Board shall pay the regular salary to a teacher called to serve as a juror and the teacher shall submit his reimbursement to the college.

D. Other Leaves:

The President, with the approval of the Board of Trustees, may grant other leaves of absence with full pay, reduced salary or without salary for the purpose of professional development, acceptance of professional assignments of limited duration with other colleges, governmental agencies, or with foreign nations. Such leaves shall be for appropriate purposes consistent with the needs and interest of the College. Application for such leaves shall be made, in writing, to the President, and shall state the purpose for which the leave is requested, its anticipated duration, and its value to the College. The terms and conditions of the leave shall be determined at the time the request for leave is acted upon.

E. Retirement Program:

1. All permanent employees, including part-time employees, whose employment is considered as permanent at Sauk Valley College, are required to participate in the State Universities Retirement System, effective with the beginning of the first day of employment. Details concerning retirement allowances, disability benefits, reciprocity and refunds are contained in the System's Handbook issued to every member at the beginning of his employment.

F. Other Employment:

1. Any faculty member who accepts substantial outside employment during the individual contract period without written notification to the appropriate supervisor may be subject to dismissal proceedings.

ARTICLE XX

Fringe Benefits

- A. The College makes available to all members of the Bargaining Unit, at their option, a group hospitalization and major medical insurance program, group life insurance benefits and dependent life insurance on a 50-50 basis, with the College paying half, and the individual paying half.
- B. The College agrees to grant free tuition enrollment at Sauk Valley College for all full-time professional instructional staff, their spouses and their children under 21 years of age. It is also agreed that any portion of institutional charges that are allocated by

Board policy towards financing the Student Activity program is not construed as a part of the tuition waiver as approved in this Agreement.

- C. The College agrees, at the option of the individual, to pro-rate their ten-month salary over a twelve-month period. Once an individual has elected a method of payment, it may not be changed until the beginning of the next college year.
- D. The College agrees to pay the regular expenses for academic robes and regalia required for any Sauk Valley College function.
- E. A separate and private dining area shall be provided for the use of the professional staff.
- F. The Board will pay tuition at the rate not to exceed \$30 per credit hour for the completion of approved courses taken by a member of the full-time professional staff. Approval of these courses must be obtained from the respective Dean or immediate supervisor prior to enrollment by the member of the professional staff and such courses should promote the maintenance or improvement of the professional competence and qualifications of the appropriate staff member. Tuition reimbursement shall be made upon the presentation of a voucher or receipt from the institution where the staff member was enrolled to the Dean of Business Services and should bear the endorsement of the appropriate Dean approving such reimbursement, and upon completion of the course and receipt of transcript. Tuition reimbursement will be limited to 6 semester hours during any fiscal year.

ARTICLE XXI

Association and Professional Instructional Staff Rights

A. Officers and committee chairmen of the Association shall have the right to use College equipment such as typewriters, calculating machines and audio-visual equipment at all reasonable times when such equipment is not otherwise in use, subject to regulations determined by the Dean of Business Services and subject to the approval of the individual who is charged with the responsibility for that piece of equipment.

The Association's Negotiation Committee's expenses for duplicating (with College equipment) material for use of the Board or Board Committee in negotiations shall be paid for by the College out of funds budgeted for the Board.

B. The Board agrees to regularly furnish to the Association two copies of the Agenda and Minutes of all Board meetings.

C. An individual's personnel file shall be open to him upon request, with the exception that any confidential credentials or references submitted by a party outside the College shall not be revealed without the permission of the originator. The Association shall have similar access to an individual's personnel file with the individual's written consent, subject to the same restriction in regard to confidential materials originated outside of the College. Reproduction of materials shall be subject to limitations imposed by law and/or by the originator if the originator is from outside the College. The following material shall be maintained in each professional instructional staff member's file:

1. Application for employment with reference, placement data (if submitted) and complete transcripts of academic credit earned prior to and subsequent to employment by the College.
2. Copy of all evaluation reports and recommendations regarding the staff member's professional performance and competence.
3. Copies of each contract and notification of change of status (promotion, tenure) of the individual.
4. All other correspondence relating to the staff member's professional performance and competence, and to his standing in the community. If correspondence of a derogatory nature is received by the College, and if such correspondence is to become a part of the personnel file, such correspondence shall be reported to the staff member within three weeks of the receipt of such correspondence.

Requests to examine an individual's personnel file should be submitted in writing to the President's office and such examination or the reproduction of any portion of the file shall be conducted in the presence of the President or his designated representative.

D. The Board agrees to set aside a small room or office with table, chairs and one large file cabinet with lock to exclusive Association use.

ARTICLE XXII

Professional Compensation

A. Salary Policy:

1. It is the responsibility of the faculty candidate or the faculty member to present to the proper administrator the following:

undergraduate and graduate credit hours; teaching, industrial, business, military and professional experience; to make available all experience that he wishes to be considered for beginning placement or revised placement on the salary schedule.

2. After the initial presentation of the total experience package, it is the responsibility of the administrator and prospective faculty member to agree upon the total number of hours and years which will be creditable basing their decisions on their applicability to the area in which the candidate would be hired. Once this is agreed upon, the faculty member should be given a statement about years of experience and hours accepted.
3. Any future professional or occupational activity applicable to the instructional assignment may, upon prior approval, be granted creditable hours towards rank or experience advancement.

B. Salary Schedule:

The salaries, increments and all other economic provisions of this contract, shall be retroactive to the beginning of the 1973-74 Academic Year.

1. The Sauk Valley College 1973-74 Instructional Salary Schedule contained herein shall be effective August 27, 1973.

SAUK VALLEY COLLEGE
 1973-74 INSTRUCTIONAL SALARY SCHEDULE
 EFFECTIVE 8-27-73
10 Months Only

Step	Assistant Instructor	Instructor	Assistant Professor	Associate Professor	Professor
1	8,000	9,200	10,975	12,700	14,725
2	8,300	9,525	11,375	13,175	15,275
3	8,600	9,850	11,800	13,650	15,800
4	8,900	10,225	12,250	14,175	16,425
5	9,200	10,600	12,700	14,725	17,050
6	9,525	10,975	13,175	15,250	17,700
7	9,850	11,375	13,650	15,825	18,350
8	10,225	11,800	14,175	16,425	19,050
9	10,600	12,250	14,725	17,050	19,775
10	10,975	12,700	15,250	17,700	20,525
11		13,175	15,825	18,350	21,300
12				19,050	22,100

Twelve month personnel....multiply location on the salary schedule by 1.2 to the nearest \$5.00.

ARTICLE XXIII

Effect of This Agreement

- A. The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the Association and the Board with regard to subjects covered herein.
- B. Should any article, section, or clause of this Agreement be finally declared illegal by a court of competent jurisdiction, or be in conflict with regulations established by the Illinois Junior College Board, said section or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violated the law. The remaining articles, sections and clauses shall remain in full force and effect for the duration of the Agreement if not affected by the deleted article, section or clause.

ARTICLE XXIV

Duration of Agreement

- A. This Agreement shall be effective at such time as it is ratified by both parties and shall continue in effect through the 30th day of June, 1974, provided that Article III, IV and V of this Agreement shall be terminated only by mutual agreement when negotiations for the following year have not been completed. The Board will continue to recognize the Association as the sole bargaining agent through the steps of mediation, fact-finding and release of the fact-finder's report to the public as provided in Article IV, C, 4.

B. Negotiations for a new Agreement shall begin not later than January 15, nor prior to January 1, of the year in which this Agreement is to terminate.

C. Challenge:

Upon the filing of a petition with the Secretary of the Board, signed by not less than 30% of the members of the Negotiating Unit, requesting a referendum for the purpose of challenging the present Negotiating Unit or requesting that no organization represent the full-time professional instructional staff and counselors, the Secretary of the Board shall immediately notify the President of the Faculty Association of the filing of such petition by sending by United States mail a written notification of such filing with a copy of such petition. The Association may file objections to the petition with the Secretary of the Board within 7 days of the receipt of such notification. Within 14 days after receipt of any objections, the Board shall hold a hearing and make a determination as to the validity of the petition. If the Board finds such petition to be valid, the referendum shall be held within 14 days after the determination of validity. A petition requesting a referendum may only be filed between the 15th day of September and the 1st day of November in any year and no more than one petition will be accepted in any calendar year. The cost of conducting any referendum ordered by the Board shall be borne by the Board and the ballots used in any referendum shall include "No Representative" as an alternative choice.

Upon certification of the results of any referendum, the Board of Trustees shall declare the organization receiving the majority

of the votes cast at such referendum as the exclusive representative of the full-time professional staff eligible for membership in a bargaining unit, or if the majority of the votes cast are for "No Representative", the Board shall not recognize any representative for at least 12 months after the termination date of this Agreement.

- D Nothing contained herein shall require duties or attendance at the College beyond the date required in the individual employment agreement.

ARTICLE XXV

Acceptance

This Agreement is signed and adopted this 8th
day of October, 1973

IN WITNESS WHEREOF:

For the SAUK VALLEY COLLEGE FACULTY ASSOCIATION

David L. Beld
President
John D. Thomas, S.
Vice-President
Secretary

For the BOARD OF JUNIOR COLLEGE DISTRICT NO. 506

Catherine R. Perkins
Chairman

Henry J. Hobelman
Secretary

EXHIBIT- A

CASE: MOHAN MALHOTRA

1-14 Pages

CHRONOLOGY OF EVENTS

On May 11, 1973 at 1:30 p.m. I talked to Dr. Cole on the following points:

1. Discrepancies over professional experience and credit hours on the "Preparation Sheet by Osborn reported as:"

Masters + 0 and 6 years of professional experience and 3 years SVC

as against already stated on the "SVC Forms;"

S.V.C. Experience	-	2 years
Teaching Experience	-	2 years
Industrial Experience	-	10½ years

as against my actual academic and professional experience and education:

Experience - Academic	-	3.5 years
Domestic professional	-	6 years
<u>Foreign professional</u>	-	<u>9.4 years</u>
Total professional	-	<u>18.9 years</u>

Education - M.S.EE	The University of Michigan
B.S.EE	The University of Michigan
B.Sc.(Hons)	University of Manchester, England
B.S.(Math.)	University of Panjab, India

National Science Foundation Course of 3 credit hours at Pennsylvania State University "Foundations of Integrated Circuits."

Dr. Cole looked at the SVC Forms and said it is very difficult to correct these at this stage. Also suggested to write to Osborn, indicating your unhappiness over the situation, and supply all the copies to Osborn.

2. Showed Dr. Cole the preparation sheet of Osborn and asked what justification is there for a man with a B.S degree (Oster) to draw the same salary as a man with a Masters degree (Mohan).

Dr. Cole did not give any encouragement and suggested the matter can be taken up at the bargaining table.

I repeatedly pointed out that it is not a bargaining matter, but simply a misplacement. Dr. Cole did not pay any attention.

The Meeting lasted only about 20 - 25 minutes.

However, there is one interesting thing, before I even wrote the May 15th letter, and that is "after meeting Dr. Cole" perhaps in between May 12 and May 13, I met Osborn in the cafeteria and asked how he put my professional experience and my graduate hours on the preparation sheet. He indicated that this is what he has in his files, so he put this down. When I reminded him to look on the SVC-4 forms, signed by him, which clearly reflects my professional experience as 10½ years. He retorted back, saying: "Oh, I will be done, I never knew that." He was playing ignorant and I feel he has done it deliberately. His face was red. I left the room saying that I shall write to you a letter and send a copy to Dr. Cole. He replied back in a harsh tone: "You go ahead."

On my part I feel I made a positive effort to have records corrected by going personally to Dr. Cole and Osborn. I must say, that was all fruitless and in vain.

Finally I wrote the May 15th letter and waited for the answer.

As suggested by Dr. Cole I wrote a letter to Osborn regarding the discrepancies in records on May 15, 1973. Copies of all the papers enclosed (see my file). There was no answer, even no telephone call from him. So I was in a limbo. It was a hard waiting.

I may mention that copies of the same letter were sent to Dr. Cole and Rice for their files.

Things were exactly done in the manner they were suggested by Dr. Cole. There was by no means bypassing of any channel.

During the course of my talk with Dr. Cole I did mention that I had to leave for New York for a NSF course, and that I would like to have things corrected before.

Finally got sick waiting and decided to see the Board Chairman, Mrs. Perkins, on Sunday, May 20, 1973.

Prophets Town Mrs. Catherine Perkins 537-5278 RR#I

Made appointment with Mrs. Perkins on Sunday, May 20, 1973, 5 p.m.

Discussed all the points. Expressed my desire to see on a serious matter. Showed Mrs. Perkins Osborns SV-4 Forms indicating 10½ years of professional experience as against 6 years of Osborns preparation sheet. Also mentioned about the credit hours.

Mentioned about my NSF last year, and then 6 graduate hours which were not reported on the preparation sheet prepared by Osborn.

She was surprised through she never said anything. During the course of our talk she did mention that if the records are corrected "Would you qualify for an Associate Professorship?" and I answered without hesitation "Yes!" I repeated, if a man can become (Chuck Oster) Assistant Professor with one B.S degree, why not a man with 3 Bachelors, 1 Masters plus more, should be an Associate Professor. I made a remark that I have been discriminated and she immediately replied: "I hope not."

In my own mind I felt that she got the message.

She did ask me to send her a copy of 15th May letter. She did not assure much but while leaving she did mention that she is going to see Dr. Cole on Tuesday, i.e. May 22nd and get things expedited. I did mention that I have an NSF scholarship at the NY University and I have to leave on June 3rd, 1973; so I would like to have these corrections done before I leave.

We talked various other things about the curriculum. I mentioned about starting the certificate programs, I mentioned about Laursen's report two years ago. She asked if anything was done. I said no. I mentioned that Osborn has a copy of this report in his files. I also mentioned about my concern regarding the recruitment in the electronics Technology and indicated that I have made serious efforts to-wards recruitment by visiting Whiteside, Rock Fall, and Dixon High; besides teaching 24 contact hours including 3 new preparations.

There was one more thing I siad to Mrs. Perkins. Since I submitted the 15th May letter, I have been getting a visitation from Rice every day and I said I don't understand the purpose of that visitation every day. She did not say anything back.

Meeting lasted about an hour.

I have already provided Mrs. Perkins a copy with the enclosures of May 15th letter the next day, Monday, May 21, 1973.

I am still waiting an explanation from Osborn to my May 15th letter. There was not even a single phone call from him or his secretary for me. It seems there was no action taken by May 22nd. So I decided to go up to his office (Osborn) on May 22nd, 1973 and ask for an answer to my May 15 letter. I had to

try 3-4 times to get him. He was always busy with meetings and apparently not much concerned about answering my letter. I am sure his secretary must have told him about my 3-4 visits in a day. I got a call from the secretary at about 4 o'clock, saying, Mohan, if you still like to see the dean to come up. So I did go up.

May 22nd, 1973 4:00 o'clock

I entered Osborns office and he shouted in a harsh tone
"What am I supposed to do?"

I replied back in a shigh pitch tone too that:

"Haven't you got my letter of May 15, 1973?"

and he said; "Yes." and I said then why didn't you answer. He said that he does not have my records. I suggested that we should open up the files which he did on my insistence. There were all the records. I pointed out to the "qualifications of a Prospective Candidate in his folder" and asked where did he get that 6 years of domestic professional experience plus more then 10 years of foreign professional experience. He looked back and said that Sabol was a show off. I answered back that we should the chair if not the person. Further I said we should honor the records.

Talking about the graduate hours. He thinks he has given me 36 graduate hours for Masters. Because The University of Michigan requires 36 graduate hours. I remembered having talked once to him over the creditonals when he wanted to have a copy of my B.A(Mathematics) from Panjab University. At that time I immediately had a Xerox copy made of the B.A (Maths.) from the Panjab University, India and handed it over to him. I asked at that time as to what had happened to my doing 3 Bachelors. He said back that we have given you 6 credit hours for doing 3 bachelors. I walked out of his room very confused, wondering if he had cut down my credit hours or ignored the Bachelors the same way, he had worked out my professional experience which was decreased from 15 years and 4 months to 10½ years at that time. Though in his recent preparation sheet he had even further reduced my professional experience from 10½ years to merely 6 years. Confused as the Dicken's after seeing the preparation sheet, it seems obvious that someday I shall end up with no experience. ☐

To add on about the graduate credit hours, Osborn indicated that since my NSF certificate from the Pennsylvania State University does not indicate the credit hours, he did not know what to do. I answered back if he did not have any knowledge about the NSF he could at any time have referred back to me while preparing the preparation sheet. He did not answer.

There was one more thing which came up while he was showing me my file, i.e. starting salary, where I was placed when I joined SVC. There was a note from Mr. Wessels indicating that Mr. Malhotra should be given a salary of \$10,850 plus an overload each semester. Salary not to exceed \$12,000 yearly.

(Trying to procure a copy for my file). I asked Phil what does that mean, and he said it can be interpreted any way. (He gave the same answer to Dr. Cole during a meeting at a later date.)

At one time Osborn showed me the salary step sheet and asked where do I think I qualify in the Assistant Professor's lane! I answered back if you think you have misplaced me, I want you to correct the records and place me correctly. At that time I mentioned if a man with one bachelors degree (mentioned by name Oster) can be placed as an Assistant Professor drawing the same salary as I, there is every justification that I should be placed in the Associate Professorship lane. Osborn did not answer.

Finally I walked out of his office with one last comment; and that is: "I like to have these records straightened out before I leave for New York on 3rd of June, because I do not wish to start this matter all over again when a new man comes in your place.

Meeting lasted about 35-40 minutes.

After I finished with Osborn and I came down to my office I found a message that Doc Rice wants to see me. I went down to his office and he asked me that Dean Osborn would like to know as to where do I (Mohan) think I should be placed on the salary step sheet. I answered back that I had just come from Dean Osborn and he knows where to place me and that was it.

The next day, Date 5-24-1973, I went down to Doc Rice's office for evaluation conference and I was handed a note from Doc saying that Dean Osborn would like to have the dates of my experience with the Government of India. I pointed out that he has all the dates and he said, he does not want to get into the matter between Osborn and me.

I got sick of there back and forwards memos when they know that it only takes about 5 minutes to correct these records. I called Dr. Cole in the evening of May 24, 1973 at about 6:30 p.m and asked for a meeting. Time was set at 11 o'clock the next day, May 25, 1973.

May 25, 1973 - Meeting with Dr. Cole

As arranged I went to see Dr. Cole at 11:00 a.m on May 25, 1973. I waited for 2-3 minutes and then Dr. Cole with Dean Osborn showed up. They had handed out a paper dated back to 1970, (Trying to obtain a copy for my file) indicating all the experience and foreign countries, except the Government of India which was 7 years and 10 months and Mono Pumps, Manchester, England, for 6 months. Dr. Cole wanted me to correct the experience and agreed they are going to correct my records, according to the sheet prepared by Dean Osborn. I pointed out that the experience sheet they are asking me to correct bears the 1970 date and it does show my foreing experience, except the two entries as mentioned at the top of this page. How come even this experience was not reflected on Osborn's preparation sheet. Osborn started hashing the question and answered that he picked it from the letter of May 15, 1973. I didn't pursue the matter further, but I am trying to get a copy of that letter to prove that those entries were picked up from my resume I sent to Mr. Wessels when job was offered to me, thus onward transmission to Osborn when Mr. Wessels contacted me for the job several times. I had not applied for the job. I did refuse their first offer, though agreed to take the second offer on certain verbal promise such as overload each semester; which was never fulfilled, except the first semester overload, approved with a lot of difficulty. Dr. Cole asked during the course of our meeting that what right I have to go to the board? I answered back that I am in limbo, and i like to give him the chronology of events. By no means have I tried to bypass you or anybody. I have not heard till today, i.e. May 25, 1973 anything about my letter, and only today after I had made another appointment with you on my own. I feel that it is a 5 minutes job and still not settled. Osborn intervened that he received the letter on May 17, 1973 and gave a very short time. I replied back that if you say so, you still could have called me up on the phone and asked me to come up. At this remark, Osborn said: "I'm sorry, I should have done it."

Several times Dr. Cole spelled out "the collective bargaining, and it is not good to pick one's own colleagues." Every time I answered that we are confusing the issue, I am asking for justice and correct placement. I feel I am discriminated and seeking justice for an act which was committed three years ago. I have mentioned before to you and once again that I hate to pin-point my colleagues but when I have to construct an actual case, I have no other choice.

At one point Dr. Cole said that I am highly qualified for two year institutions and I replied that they should have looked into such matters when they hired me. It was Mr. Wessels who called me up for a job. As to my recollection, Mr. Wessels called me up on the phone several times to ask me to come and teach at Sauk Valley. I never had heard of Sauk Valley before.

I mentioned to Dr. Cole that the contractual agreement clearly shows the qualifications for an Assistant Professor as Masters in the related field. I said I don't understand what do you mean by highly qualified. I further pointed out that contractual agreement does not say hiring a B.S degree person as an Assistant Professor. There was a pause in the meeting and no answer.

At one time Dr. Cole said that if I don't get any freshmen next year what would I do? I answered that you could close the place. To the best of my knowledge I have been making serious efforts towards recruitment by visiting Whiteside, Vocational, Rock Falls and Dixon Highschools, besides teaching 24 contact hours. This is the maximum I could do. I did mention that nothing has been done in regard to the certificate program which we (me and my colleague Laursen) submitted one year ago. (I thought at this point that the administration is trying best to kill the dectronics program, which is very obvious at this point.) Dr. Cole answered back that Doc Rice is the best man, he will look into it. I said, may be, I should mention a few facts at this time. I never came to you to talk about Doc Rice or have I? I don't understand what right Doc Rice had to ignore me deliberately by not taking me to the curriculum committee meetings when my courses were discussed and affected my programs. Don't you think you feel hurt. I said further that I had always helped Doc Rice to the best of my knowledge in making the certificate programs, or whatever help he needed.

Dr. Cole said that we shall correct your records. I answered back that I like to have a copy of the corrected records and I like to have you sent a copy to the negotiation team and I am waiting for the answer to my May 15 letter as to what would be my placement, after the records are corrected.

Dr. Cole mentioned that if I feel that justice is not done he (Cole) did not like to threaten me, but, I can take the matter outside. My answer was that the feelings are mutual. I am not thrying to threaten either. I am just seeking justice and that I feel that we can settle this matter. Cole once again said that this placement can be discussed at the bargaining table and I said back that I am not going to go that route.

May 25, 1973 4:00 p.m.

Marlo Lena, secretary to the Dean of Instruction (Osborn) saw me walking on the corridor outside my office at 4:00 p.m. and shouted: "Mohan, I have been trying to get hold of you. Dean has corrected your papers and he likes to have you come and see them so that he can sign it." I answered, I have to go and I shall catch him after the weekend.

May 29, 1973 9:30 p.m.

At 9:30 p.m Mr. Osborn came to my office (for the first time since I have joined SVC) and wanted me to come up for looking into the papers so that he could sign them. I said, "Dean I have grades to hand in, could you give me a couple of hours." Dean answered back, "Oh yes." His voice was definately low. Maxine Peterson was in her room when he came, and also could not believe his coming to my office.

May 29, 1973 1 p.m.

I went to Dean Osborn's office at 1:00 p.m to look into the papers. He handed me two sheets of paper and said: "How does that sound to you?" I paused and started reading the papers. In fact there was one type-written sheet and one was a copy. The type-written letter had my qualifications and professional experience corrected to 14 years and 10 months, besides 3 years of teaching. I thought there was a discrepancy and said let me check with my records. He (Osborn) asked right away that this is what you gave me yesterday. So I asked him to show me the letter which both Dr. Cole and Osborn had asked me to correct on May 25 meeting. That letter was dating back to 1970, the year I came to work for SVC. There were two entries missing, one was the Government of India experience, 7 years and 10 months, and the second was Mono Pumps, 6 months. Dean Osborn at this point said that he has destroyed that letter. He said that there was no need to keep that letter. I said back I wanted to have a copy of that letter since it was dating back to 1970. He paid no attention and I thought that I would see Dr. Cole on my way back. I did try to see Dr. Cole, but he was not in his office.

Now something else crossed my mind and I asked Osborn that I like to see my file, and he said, "Of course," and then handed me the file. I went through my file and found couple of papers missing. One was the resume I sent to Mr. Wessels, second was this 1970 letter which Osborn admitted he destroyed, third was the letter which stated that I was granted 36 credit hours for doing masters and 3 bachelors - written by him. When asked about this, he said this is all there is. I did ask for a copy of the memo, dated July 23, 1970, written by him to Sabol stating my salary at 10,850 with teaching and one additional math class

each semester, so he can attain the \$12,000 yearly (what was my salary at Micro Switch, Division of Honeywell, at the time Mr. Wessels talked me into taking this job). I believed Mr. Wessels when he told me orally on the phone that that is what we will give you, you will just have to take my word for it, since we can not give this to you on a contract. All I was given was one Math. class for which I had difficulties getting paid at the end of the semester. I had to fight with Osborn to be paid for this overload (copy of this letter is in my records).

Apparently the experience that letter was copied from was my resume which I submitted to Mr. Wessels, who had requested me by calling me on the phone in 1970 at my office at Microswitch, to sent it for his reference. He called in behalf of the College since they had heard about my excellent credentials and would be very interested in my joining the Colleges teaching staff. My records indicate that I had supplied them with my Government of India experience which was deliberately destroyed. All this was left out in the letter, dating back to 1970.

Finally he wanted me to sign both the type-written copies, which I did under protest, since there was no mention about the 36 credit hours, there was also no mention about the equivalent credit hours for doing three bachelors.

Contents of this letter were:

1. Qualifications
2. Teaching Experience 3 years
- Professional Experience 14 years and 10 months.

I also noticed that letter indicating Masters 30 credit hours. I asked what happened to that 36 credit hours (the letter mentioned before missing in records) and Osborn pretended as if he did not hear me. Again I asked about the credit for doing the 3 bachelors. He said "If I were you, I would send my records to some office in New York whose address or name he does not know, so I could have them evaluated for equivalent credit hours." I said, "Don't worry I'm going to New York soon," and the meeting finished.

Meeting lasted for about 25-30 minutes

Note: I forgot to mention one more comment about this letter I signed on May 29, 1973 in Dean Osborn's office. There was a mention that this records change would not effect my salary placement. I questioned Osborn about what that means, and he did again not pay any attention.

May 30, 1973 Wednesday

At 9:00 o'clock I went to see Doc Rice to pick up the work order forms for having the access from Rooms 2F6, 2F4, 2F2 to the electronics equipment room sealed. He was very cross this time and behaved very rudely. We did not talk much, but he asked Mary K., the secretary to give me the forms.

I feel that he was kept abreast of all the happenings.

May 30, 1973

I met Carol Bryan, Dr. Cole's secretary at about 9:00 a.m., coming out of the cafeteria. I asked her when does Dr. Cole come to his office. She answered that he comes between 9:30 and 10:00 o'clock. She asked if I would like to see him and I said yes. She asked if I am going to be in my office and I answered back yes. So she said she would give me a call as soon as Dr. Cole comes in.

I waited for this call till about 9:35 a.m and then thought I should call Carol Bryan which I did. I found Dr. Cole answering the phone. He asked on the phone if this is Mohan and I said yes and I further asked if I could come up to see him. Dr. Cole answered, Mohan could you give me couple of hours to clear my desk and I said, sure. Dr. Cole suggested, how about this after-noon and I said I can't make it since I have to take my wife to the doctor in Freeport for a check-up. I went on saying that there is something I like to talk right now and that is "I am very disturbed and upset to see that some of my records have been destroyed by Mr. Osborn which I noticed yesterday while reviewing my file in Osborn's office. One of the missing documents is the letter about my professional experience which I corrected on May 25, 1973 meeting in front of you, and I said that letter dates back to 1970 and I like to have a copy of that letter (which Osborn said he has destroyed, since he picked up all the entries from there.) At this point Dr. Cole said, I remember that letter and Dr. Cole said further that Osborn can't destroy it. I said, that if he (Osborn) has done it, he has committed a criminal offence. So we finally set the meeting for the next day, i.e., May 31, 1973, at 9:30 a.m.

May 31, 1973

9:30 A.M.

As scheduled, this meeting took place in Dr. Cole's office at 9:30 a.m. Dr. Cole went out to fetch Dean Osborn. Finally Dr. Cole, Dean Osborn and myself started the meeting. Dean Osborn presented the memorandum, dated May 25, 1973 (see file), which I had signed in his office under protest on May 29, 1973. Dr. Cole remarked, Phil has done whatever you wanted and I remarked that here is a letter of protest I am addressing to you (Dr. Cole). This letter, dated May 31, 1973, was not addressed to Dean Osborn. I indicated to Dr. Cole that I signed the paper on May 25, 1973 under protest (see file) and also mentioned that records are not corrected to my satisfaction. Dean Osborn asked for the copy of this protest letter and I handed him the other copy. There was a pause for a while since both, Dr. Cole and Dean Osborn were reading my protest letter I have referred to above. Dean Osborn got very upset at my remark in my protest letter saying: "That my records had been, beyond a doubt, tampered with," and he (Dean Osborn) said immediately that do you (Mohan) mean to say that I have destroyed your records or tampered with. I responded with an immediate "Yes." Dean Osborn then answered back: "Oh no," and I responded with an "Oh yes," both of us in a sort of a hot tone. I told him then that unless he gave me the copy of that document which was a 8byll size paper, type-written, dating back to 1970 and contained the following:

1. Academic Qualifications
2. Professional Experience with two entries missing, i.e.,
Government of India and Mono Pumps, England
3. Qualifications for an Associate Professor

I am not going to change my wording. He was all blushed and red at this time. Dr. Cole was very patient and listening to our exchange of remarks (Mohan - Dean Osborn). Dr. Cole had seen and knowledge of this above mentioned paper and told me over the phone, one day prior to this meeting, after I reported this incidence, that Dean Osborn can not destroy any paper. It was an actual happening and I had hoped that Dr. Cole would ask Dean Osborn to produce that said paper, but Dr. Cole did not request it. Instead Dr. Cole asked us to wait for a few minutes since he wants to get Dean Edison, Dean of Business Affairs, to intervene the meeting. Dean Edison was the fourth person to discover that some papers had been destroyed (of my file). Dean Osborn as well during the meeting told me: "You (Mohan) are telling me (Osborn) that I can't destroy my own papers" and I (Mohan) answered back that he does have no right to do any such thing (the papers belonging to my file). He does not have any right to destroy my papers. That was my paper since I had made corrections on that paper and it was in my files. I as well told Osborn that if he had destroyed that paper that he had committed a criminal offence. Dean Edison asked a couple of questions and after my answers he settled down to listen.

((In my opinion, Dr. Cole brought Dean Edison to this meeting for witnessing the fact that Dean Osborn has destroyed some of my papers.)))

uestions by Dean Edison in Presence of Dr. Cole and Osborn:

Edison - Why do you think the paper are destroyed?

Mohan - Since that was a valuable document "Dr. Cole is aware of the paper I am referring to," I must get a coy of that document (according to the contractual agreement). Unless Mr. Osborn gives me the copy of that document, I am not going to take my statement of my letter of May 31, 1973 back: "Has tampered my records beyond a doubt."

Edison - There was some mention about the money. Something of the nature that a case exists where he has so much and compared the money he makes. (Very irrelevant question in my opinion.)

Mohan I (Mohan) answered back that there may be ten thousand cases of this nature in Dixon, we are not aware off. I don't think we should not make a general issue of it.

Dr. Cole intervened that such things also exist in the Industry. What Dr. Cole was referring to were: salaries, underpaid in Industry, implying discrimination.) I replied that there is a likelihood of these things in the Industry.

The discussion with Dean Edison was finished and he settled down to just listen.

Dean Osborn now asked if I (Mohan) would like him (Osborn) to send a copy of this letter, May 25, 1973, to the Association and I said "Yes," which was interrupted by Dean Edison telling him that he (Osborn) could not send the copy to the Association, that he (Mohan) should send that copy to the Association. I did not like Edison's telling me to send this paper to the Association, since Osborn had send the previous copies. Why should he not do it? Osborn remarked that he was not going to sent the paper to the Association and that it was up to me (Mohan) to send the May 25, 1973 letter to the Association. At that point I remarked "Why are we quibbling about this, I would do it." Since I'm not going the Association route, why should I send a copy of this to the Association? In my mind I knew that I was not going to do it.

Dean Osborn once again said, "My (Only) feeling towards Chuck (Oster) is that he does not have a Master's degree," and I (Mohan) told him, "It is difficult to cook one at this time."

((It is highly questionable in my mind why a man (Osborn) with such a responsible position makes such a ridiculous statement.))

((According to contractual agreement, nobody with a bachelors degree can become Assistant Professor at the time of hiring. It is clearly stated in the contract.))

After finishing with Dean Osborn, Dr. Cole asked when I am leaving for New York, and I answered him, "June 3, 1973, after the commencement." He then asked as to when I would return, and I told him, "Perhaps in 3-4 weeks. That I did not know any definite time as of yet." Dr. Cole then said, "Oh, we can settle when you (Mohan) come back from this NSF course. (This is the first time I heard from Dr. Cole that we can settle it).-----

I told him further that I would like to give a fair chance to the board to look into the matter and settle it before I would go to the discrimination board. I don't want neither the board, nor Dr. Cole find this matter, in case it could not be settled satisfactorily, as a surprise if I have to turn it over to the discrimination board. Dr. Cole did not say a thing though he asked me to show the discrimination EECC form to Dean Edison which I had shown to Dr. Cole at an earlier time, but forgotten to mention in this chronology of events. They looked at the form and I pointed out 3-4 different complaints on that form which would apply to my case. ((I feel that he was stunned at looking at this form. Perhaps he might have until then thought that I am only a paper tiger.))

It was getting pretty late and I departed by saying: "Thank you."

Meeting lasted for about 1 and ½ hour.

Called Mrs. Perkins at her home on May 31, 1973, 11:25 A.M. to report about the destroying of my papers and to make an appointment to fill her in on the matters before my departure for New York. She was not available at that time and I tried to get her again at 1:00 p.m. at which time I got her on the phone. I reported the whole matter and asked if I could see her before leaving since the matter was very important. She asked me to come in the early hours the next day, June 1, 1973.

June 1, 1973 during the morning

I drove to Mrs. Perkins residence, to deliver all the copies of credentials and correspondence letters (see file) and a letter addressed to her, dated May 31, 1973. She seemed very disturbed about the whole matter and promised to look into things. I pointed out that it took me 6 years to do 3 bachelors, referring to anybody or somebody doing 2 bachelors in one or two years.

Meeting with Mrs. Perkins lasted for about 15 minutes.

June 25, 1973

Called Dr. Cole's secretary, Carol Bryan to make an appointment for the following day to see Dr. Cole. Appointment was set for June 26, 1973 at 10:39 A.M.

June 26, 1973 Meeting with Dr. Cole

As scheduled I went to see Dr. Cole at 10:30 a.m., June 26, 1973 and asked as to where matters stand. In answering my question he said that the matter stands at the same place as it was when I left for New York, 3 weeks back. I replied back that I thought that a 3 week period was enough for settling this matter. Dr. Cole then said that if I am referring to the placement to which I replied yes. His answer then was that they (I assume that under they he referred to the board) don't agree over my promotion, since if we (Dr. Cole) do it this way, we shall have to give promotions to others. I answered back that it is a different issue and we are confusing the issue again. Dr. Cole finally said that this is a free country and you (Mohan) have the right to do anything you (Mohan) like to do. Dr. Cole also mentioned then that I (Mohan) can have a board hearing in July and I answered back:

"What good would it do." Lastly I mentioned to Dr. Cole that I have done my best with the board as well as you to get this matter settled, but apparently you (Dr. Cole) have left no choice so you insist my taking the matter outside. Dr. Cole answered back: "YES."

At one point I asked Dr. Cole that he has witnessed some of the facts when the matter is out to the third party, and that he will have to testify. He answered, "YES." Finally else I remarked that there is nothing else left to talk and I left.

There was no discussion or mention or a letter or a response to my letter of May 25, 1973 about the correction of my records.

DATE 15 May 1973

①

10RANPUM

Phil Osborn

Req.: Discrepancies in Records

1-13 PAGES

DM-

Mohan

EXHIBIT - B

1. Professional Experience
2. Credit Hours

Professional Experience

According to my records, copies of which are in your files, however, I am attaching these records for your ready reference, I have already been evaluated for 10½ years of professional experience at the time of recruitment (copies of SV4 - 1971, 1972). Qualifications of Prospective Staff Member, August 19, 1970 (copy enclosed - Page 3) clearly reflects my Academic qualifications and prior experience. It is, however, difficult for me to understand as to why my professional experience which has already been evaluated at 10½ years is decreased to 6 years of professional experience. As per your request I am submitting a complete resume of my professional experience (see Page 1 and 2).

Credit Hours

Records indicate that I was granted 36 credit hours, i.e., Master - 30 plus 6 graduate credit hours for doing two extra Bachelors. To add further, I attended a National Science Foundation Course (Integrated Circuits) at Pennsylvania State University, Pennsylvania (copy of certificate is in your files) and earned 3 credit hours.

You will note on Page 1 that it required 3 years of college work to complete B.Sc. beyond my original bachelors in Mathematics. You also note that it required one more year to do college work to receive my bachelors in EE.

It seems, however, very unrealistic the equivalent of 6 credit hours of doing these two extra bachelors. I personally feel that these two extra bachelors are equivalent to a Masters or 30 credit hours, however, I would like to know as to what are the basis of these equated (6 graduate hours) for doing two extra bachelors. I feel the matter needs consideration, and evaluation. Keeping in view the 6 graduate hours for doing two extra bachelors, plus the 3 credit hours at Pennsylvania State University, I should have been reported according to your records as having Masters plus 9 credit hours, instead of the way it was reported, Masters plus 0 credit hours.

Enclosures

cc: President Cole
Elmer Rice

PERSONAL DATA

Birth Date 3-23-1933 Married 2 Children

EDUCATION

M.S.EE	The University of Michigan	1967-1968
B.S.EE	The University of Michigan	1962-1963
B.Sc.(Hons)	University of Manchester, England	1959-1962
B.S.(Math.)	University of Pnajab, India	1949-1951

National Science Foundation Course: 3 Credit Hours

July 17 to August 4, 1972; Pennsylvania State University, University Park, Pennsylvania: Foundations of Integrated Circuits, consisting of three weeks of lecture and laboratory instruction

ACADEMIC and PROFESSIONAL EXPERIENCE

Sauk Valley College - 3 years to date
September 1970 to date

Northern Illinois University - 5 months
DeKalb, Illinois
January 1972 to May 1972

TOTAL ACADEMIC EXPERIENCE = 3 Years and 5 Months

Honeywell Inc. (Micro Switch) - 2 years
Freeport, Illinois

Commonwealth Associates Inc. - 3-½ years
Jackson, Michigan

Applied Dynamics Inc. - ½ year
Ann Arbor, Michigan

TOTAL UNITED STATES INDUSTRIAL EXPERIENCE = 6 Years

Philips Lts., Netherlands - 6 months
(Nominated under I.A.E.S.T to study
Control Systems, Automatic Signals
Equipment and Application of various
kind of controllers)
June 1961 to December 1961

Government of India, Posts and Telegraphs, New Delhi, India
- 7 Years and 10 Months
Technical Supervisor - Work involved
purchasing of Electrical Equipment and
writing Technical Specifications

July 1951 - July 1959

Mono Pumps, Manchester, England

6 Months

June 1959 to December 1959
Worked in designing the
Mechanical Pumps

Brush Electrical Works, Longborough, England 6 Months

June 1960 to December 1960
Worked in Transformer and
Purchasing Department

TOTAL FOREIGN INDUSTRIAL EXPERIENCE = 9 Years and 4 Months

TOTAL EXPERIENCE

Academic 3 Years 5 Months

Domestic Professional 6 Years 0 Months

Foreign Professional 9 years 4 Months

Total 18 Years 9 Months

QUALIFICATIONS OF PROSPECTIVE STAFF MEMBER
August 10, 1970

MOHANK. MALHOTRA Assistant Professor of Industrial and Technical Occupations (Electronics)

Personal Data: Age 37; married; 1 child

Present Position: Systems engineer, Micro Switch Division of Honeywell, Freeport

Prior Experience: Two years in present position preceded by four years where from all as electrical systems engineer and designer with industrial firms in Ann Arbor, Michigan area. Also more than 19 years of engineering experience in other countries
experience have destroyed typed Resume by my wife, which was x

Educational Qualifications: B. A. Panjab University, Panjab, India (1951); B. S. (Electricity) University of Manchester, Manchester, England (1962); B. S. E. E. (Electrical Engineering) University of Michigan, Ann Arbor, Michigan (1964); M. S. E. E. University of Michigan, (1968)

Comments: Mr. Malhotra has excellent references regarding his extensive background, both academically and industrially. His background should provide a strengthened capability not only for our students in electronics but also for students with related engineering interests.

ems

* submitted along with College form for Employment application. This College Application form does not have all this information.

MUKH/ lwm

(5)

Passed by
Academic Council,
September 10, 1969
SVC EV 4

SAUK VALLEY COLLEGE

ANNUAL RECOMMENDATION

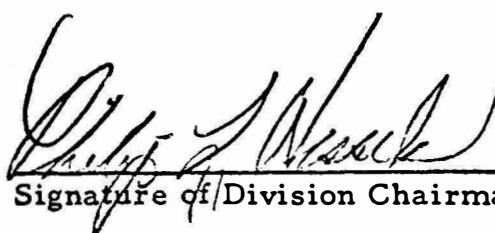
Name Mouan Malhotra Rank Assistant Professor
 Division Industrial-Technical Education S.V.T. Experience .2 years
 Date February 10, 1972 Teaching Experience 2 years
Industrial Experience 10½ years

RECOMMENDATIONS*

It is my recommendation as a result of the annual review that the following action be taken.

Retention with normal salary increment.

2-14-72



Date

Signature of Division Chairman

INSTRUCTOR'S COMMENT:

I have read this report and recognize that I have the privilege of discussing it with the Dean of Instruction and/or submitting a written response.

Feb 11, 1972

Date



Signature of Instructor

2-15-72

Date



Signature of Dean of Instruction

* In all cases the final action rests with the College Board.

Faculty member's copy

Supervisor's copy

Dean's copy

President's copy

(6)

Passed by
 Academic Council,
 September 10, 1969
 SVC EV 4

SAUK VALLEY COLLEGE

ANNUAL RECOMMENDATION

Name Mohan Malhotra Rank Assistant Professor
 Division Industrial & Technical SVC Experience 1 yrs
 Date January 7, 1971 Teaching Experience 1 yrs
Industrial Experience 10½ yrs

RECOMMENDATIONS*

It is my recommendation as a result of the annual review that the following action be taken:

Retention with normal salary increment

1-8-71

Mohan Malhotra
 Signature of Division Chairman

INSTRUCTOR'S COMMENT:

I have read this report and recognize that I have the privilege of discussing it with the Dean of Instruction and/or submitting a written response.

Jan 26, 71

M. Malhotra
 Signature of Instructor

January 29, 1971

P. S. O'Shane
 Signature of Dean of Instruction

In all cases the final action rests with the College Board.

Faculty member's copy

Advisor's copy

Student's copy

B. S. DegreeM. S. Degree ExperienceNo. of Years of
Industrial or Work**HEALTH SCIENCES**

Northern Illinois University
 St. Louis University
 Northern Illinois University

 University of Minnesota
 Indiana University
 University of Chicago

Yale University 10
 St. Louis University 30
 Certified Boston School 21
 of Medical Technology

 2
 1
 University of Chicago 13

Certificates:

Katherine Shaw Bethea
 School of Nursing, Dixon, Illinois

12

Mercy Hospital, Des Moines, Iowa

5

Sterling Public Hospital, Sterling, Illinois

15

INDUSTRIAL AND TECHNICAL OCCUPATIONS

University of Illinois
 University of Minnesota
 Punjab University, India
 University Manchester, England
 University of Michigan
 University of Wisconsin
 Northern Illinois University

)
)
)
)
)
 Northern Ill. University 11
 University of Illinois 5
 University of Michigan $10\frac{1}{2}$
 Northern Illinois University 5

Certificates:

U. S. Army Automotive Mechanic Training

 $15\frac{1}{2}$ **No. Certificates:**

Industrial Employees

19

This page is out of Faculty Handbook under Instruction,
 South Valley College, Dixon, Ill. Approved by the Illinois Board
 of Higher Education, Illinois Junior College Board, and
 North Central Association.

MKH/Wm

Professional Experience Copied from Osborn Sheet

(8)

	months-
Meersonth -	21
Commonwealth -	38
Applied dynamics -	7
Philips Netherlands -	6
* Mono Pumps	6
Brush Electricals -	6
* Govt of India -	94
<hr/>	
Total	178
	14 - 10
<hr/>	

* New entries added on osborn sheet by me in presence of DR. Cole.

There was a spelling mistake in Brush Electricals on Osborn sheet and it was corrected in presence of DR Cole.

furnished to OSBON

Oct 1951 - July 1959

Experience furnished 7 years - 10 months -

Left for England mid or end of
July 1959

Started University - of Manchester -
on Oct, 1959.

for the - of India ⑨

SAUK VALLEY COLLEGE

RURAL ROUTE ONE,

DIXON, ILLINOIS 61021

DATE May 25, 1973

MEMORANDUM

Mohan Malhotra
Assistant Professor - Industrial and Technical Division

TO: Dean Osborn

At your request to accurately evaluate your past academic and professional experience based on all information currently in your file located in my office, the following information is recognized and accepted by Sauk Valley College as a record of past experience only and will not in any way affect salary placement as now defined by the current contract.

Academic Training:

B.A.	September 1951	Panjab University, India
B.Sc.	1962	University of Manchester, England
B.S.E. (E.E.)	May 23, 1964	University of Michigan
M.S.E. (E.E.)	August 17, 1968	University of Michigan

30 Graduate hours for Masters Degree

Transcripts of Bachelor not available to determine undergraduate hours.

Professional Experience:

1970 - 1973	Sauk Valley College	3 yrs.
1968 - 1970	Micro-Switch, Freeport, Il.	21 mo.
1964 - 1967	Commonwealth, Jackson, Mi.	3 yrs. 2 mo.
1963 - 1963	Applied Dynamics (Part-time)	7 mo.
1961 - 1961	Phillips, Lts., Netherlands	6 mo.
1960 - 1960	Brush Electrical, England	6 mo.
1951 - 1959	Govt. of India, New Delhi	7 yrs. 10 mo.
1959 - 1959	Mono Pumps; England	6 mo.

Total 3 years teaching experience

Total 14 years 10 months professional experience

M.K. Malhotra 5/29/73
Mohan Malhotra

P.S. Osborn 5/29/73
P.S. Osborn

George Cole 5/30/73
George Cole

SAUK VALLEY COLLEGE

RURAL ROUTE ONE,

DIXON, ILLINOIS 61021

DATE

May 29, 1973

(11)

MEMORANDUM

TO:

Dr. Cole, President

FROM:

Mohan

Req.: Signing of Papers in Dean Osborn's Office, today, on May 29, 1973

I have signed the papers in Dean Osborn's office, today, on May 29, 1973

UNDESER PROTEST

Indicating to Dean Osborn the following points:

1. Graduate hours shown only 30 instead of 36 credit hours, as previously determined by Dean Osborn (copy of the letter missing in Dean Osborn's records.)

This still does not answer my letter, dated May 15, 1973, addressed to Dean Osborn and copy to you as to how 6 graduate hours were determined for doing two extra bachelors. I would like to know the basis of these equated 6 graduate hours for doing two extra bachelors.

When referred about this to Dean Osborn today, May 29, 1973, during the meeting in his office, he commented the following:

"If I were you, I would send these foreign degrees to some office in New York, whose name and address he does not know, to have them evaluated and determined the credit hours."

National Science Foundation. There is no mention about the 3 graduate credit hours I earned at Penn. State University last year. Such discrepancies should be corrected.

It is difficult to understand if the University of Michigan, one of the top ranking schools in the nation has accepted all my foreign degrees and granted admission, what other office or agency Dean Osborn is referring to? These degrees are from top accredited schools in England and India. However, if there is an office which Dean Osborn is referring to, I would be glad to refer to them. Please furnish the address before Sunday, June 3, 1973.

2. Salary placement. It is highly questionable why my salary placement is not corrected after it was proven, a doubt, that my records had been deliberately tampered with.

SAUK VALLEY COLLEGE

RURAL ROUTE ONE,

DIXON, ILLINOIS 61021

DATE 6-8-73
3:05 p.m.

MEMORANDUM

TO: Dean Osborn

FROM: Barb Graff

Mr. Oliver from the University of Illinois called you this afternoon.

He said that you had asked him to send you the name of an agency to review foreign student transcripts. This agency is:

Institute for International Education
809 United Nations Plaza
New York, New York 10017

He was sure that they would be able to provide you assistance. He didn't know if there would be any charge or just how much assistance they would be able to offer.

My credentials have already been evaluated and accepted at the University of ^{b9}Michigan, Ann Arbor, Michigan. I am not a foreign student, but have already taught successfully since 3 years, why this further harassment?

M/nbm

SAUK VALLEY COLLEGE

RURAL ROUTE ONE,

DIXON ILLINOIS 61021

DATE 31 May 1973

(13)

MEMORANDUM

TO: Mrs. Catherine Perkins
Board Chairman, SVC

FROM: Mohan K. Malhotra

Some of my records have been destroyed by Dean Osborn. The matter was immediately brought to President Cole's attention over the telephone. He agreed that Dean Osborn has no right to destroy any papers (Dr. Cole is aware of one of the documents I am referring to.)

I am submitting all my credentials alongwith other relevant papers for your perusal.

I would, however, point out, that the papers were not corrected to my satisfaction, indicated in my letter to President Cole on May 29, 1973 (see enclosure).

In view of my actual credentials (see enclosures), I feel, that there should be no problem in correcting my rank and salary accordingly.

MKM:hbm

Attached: 3 letters
7 credentials

① May 29th letter - (Under Protest)
② Osborn's correction of credentials 5-25-73
③ Osborn's letter to Sabol, July 23, 1970

① Mohan's Diploma
② " grades
③ B.S U of M Diploma
④ " grades
⑤ U of Haudi. letter

⑥ Panjab Univ.
letters
⑦ Penn State Certif.

IBIT

W

1-19 pag

Hereby it is certified that upon the recommendation of
The Horace H. Rackham School of Graduate Studies
The Regents of The University of Michigan have conferred upon

Mohan

in recognition of the satisfactory fulfillment of the prescribed
requirements the degree of

Master of Science in Engineering

with all the rights, privileges, and honors thereto pertaining
here and elsewhere.

Dated at Ann Arbor, Michigan this seventeenth
day of August, nineteen hundred and sixty-eight

The University of Michigan

to all who may read these letters Greeting:

Hereby it is certified that upon recommendation of the
College of Engineering

The Regents of the University of Michigan have conferred upon
Nolan K. Malhotra

in recognition of the satisfactory fulfillment of the prescribed
requirements the degree of

Bachelor of Science in Engineering

with all the rights, privileges, and honors thereto pertaining
(Electrical Engineering)
here and elsewhere.

Dated at Ann Arbor, Michigan this twenty-third
day of May, nineteen hundred and sixty-four



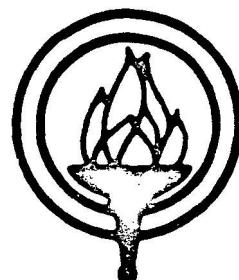
Harlan Hatcher
President

Erich A. Waeter
Secretary

**HORACE H. RACKHAM
SCHOOL OF
GRADUATE STUDIES
1970-71**

**THE UNIVERSITY
OF MICHIGAN**

OFFICIAL PUBLICATION



170 Graduate Studies

adviser, it will be reviewed by the examining committee prior to final approval by the program committee. The examining committee characteristically includes at least one member from education and one from psychology. When the student has met the general Graduate School requirements, finished his course work, predoctoral research, and passed his preliminary examination, he will complete his doctoral requirements with preparation of a dissertation and a final oral examination in its defense.

Electrical Engineering

Professor Rowe; Professors Barton, R. K. Brown, W. M. Brown, Carey, Chu, Chuang, Farris, Garner, Grimes, Haddad, Hiatt, Hok, Irani, Kazda, Lawler, Leith, Lyon, Macnee, McMullen, Mosher, Mouzon, Naylor, Olte, Porter, Senior, Scott, Sharpe, Smith, Tai, Weil, and Yeh; Associate Professors Birdsall, Butler, Calahan, Curtice, Diamond (adjunct), Enns, Getty, Lomax, Martin, Masnari, McMahon, Nagy, Nelson, Porcello, and Williams; Assistant Professors Anderson, BeMent, Khan, Meyer, Owings, Ribbens, Shabde and Volz; Lecturers Fontheim, Hemdal, Orr.

Graduate work in electrical engineering may lead to the degree Master of Science in Engineering—M.S.E., Master of Science in Electrical Science—M.S., Electrical Engineer—E.E., and Doctor Philosophy—Ph.D. Detailed information and requirements for these degrees are outlined on pages 47 to 63 of this *Announcement*.

Requirements for the Degree Master of Science in Engineering

A candidate for this degree shall have satisfactorily completed the undergraduate electrical engineering program of The University of Michigan or its equivalent. Normally, a minimum of thirty credit hours of advanced graduate work is required for this degree, which must include two courses in advanced mathematics. At least fifteen credit hours at the 500 level or above must be in electrical engineering or one of its associated programs. By suitable selection of his remaining courses the student may specialize in any of the following fields: (1) communications engineering, (2) bio-electrical sciences, (3) computer engineering, (4) engineering systems and design, (5) electrical measurements, (6) electric power-systems engineering, (7) electromagnetic field theory, (8) control systems, (9) energy conversion devices, (10) microwave engineering, (11) physical electronics, (12) radio astronomy, (13) integrated circuits and devices, (14) modern optics, (15) quantum electronics, (16) solid-state materials, (17) plasmas.

The general requirements for the degree Master of Science in Engineering are stated on pages 47-48.

Requirements for the Degree Master of Science in Electrical Science

The objective of this program is to permit students whose early training is in disciplines other than electrical engineering and those trained in electrical engineering whose interests are in the scientific aspects to obtain advanced training in electrical science.

An applicant seeking admission to this M.S. program must have obtained the equivalent of a bachelor's degree in engineering, physical science, or mathematics. He must complete a minimum of thirty credit hours, which may be adapted to his individual background and interests, subject to departmental approval. He may choose to specialize in one of the following: plasmas; radiation, propagation and scattering; solid-state materials; microwave and quantum electronic devices; radio astronomy; or modern optics. In general his program will include courses in electrical engineering, mathematics, and physics and selected courses from other departments and programs in the University. He

must include Elec. Eng. 583 and 620 or their equivalent, and a minimum of six hours of mathematics beyond Math. 450 appropriate to his program.

Requirements for the Degree Electrical Engineer

In common with other departments of the College of Engineering, the Department of Electrical Engineering offers a two-year professional degree to replace the previous program which included seven years of professional experience. (See page 48.) A major design project distinguishes this program.

Requirements for the Degree Doctor of Philosophy

The doctor's degree is conferred in recognition of marked scholarship in some relatively broad field of knowledge. A part of the work consists of regularly announced graduate courses in the chosen major field and in such cognate subjects as may be required by the student's doctoral committee. Before being admitted to candidacy, the applicant must have satisfied the language requirement. (pages 51-55). In addition, the student must pursue independent investigation in some subdivision of the selected field and must present the results of his investigation in the form of a dissertation. A qualifying examination is required at the end of the master's program, and a preliminary examination is required prior to thesis initiation.

Computer, Information and Control Engineering

A separate graduate program leading to the degrees M.S., M.S.E., and Ph.D. in computer, information and control Engineering as well as the professional degree Computer, Information, and Control Engineer is offered by an interdepartmental program committee of the same name. See pp. 139-42 for details.

Electrical Engineering Facilities

The educational facilities of the department include teaching and research laboratories in the following areas: optical science, communications, computers, control systems, energy conversion, field mapping, measurements, microwave devices and circuits, radio astronomy, solid-state electronics, plasmas, quantum electronics, and integrated circuits.

Symbols: *By permission of the instructor, Electrical Engineering 430, 433, 444, and 580 may be elected for one credit hour less than listed, the laboratory to be omitted. †May not be applied toward a master's degree in electrical engineering.

- 410. Circuits III. *Elec. Eng. 310. I and II. (3)* Sharpe.
- 412. (Comp. Info. and Cont. Eng. 412). Engineering Probability and Statistics. *Math. 216. (3)*.
- 415. Network Analysis and Synthesis. *Elec. Eng. 310 or 311. I and II. (2)* McMahon.
- 417. Computer-Aided Circuit Design. *Elec. Eng. 310 or 311; preceded or accompanied by Elec. Eng. 330 or 312. (3)* Calahan.
- 421. Electromagnetic Field Laboratory. *Preceded or accompanied by Elec. Eng. 420. (2)*.
- 425. Electrodynamics. *Elec. Eng. 325. (3)*.
- 426. Electrodynamics of Solids and Fluids. *Elec. Eng. 425. (3)*.
- 428. Antenna Theory I. *Elec. Eng. 326. (3)* Lyon.
- 430. Principles of Communication Theory. *Elec. Eng. 330 or 314 or 337. I and II. (4)**.
- 432. Communication Signals and Circuits. *Math. 450 or Elec. Eng. 300. (3)* Birdsall.
- 433. Electroacoustics and Ultrasonics. *Math. 404 or 450 and Elec. Eng. 310, or permission of instructor. II. (3)** R. K. Brown.

172 Graduate Studies

441. Energy Conversion and Control Laboratory. *Preceded or accompanied by Elec. Eng. 444.* (2).

†442. Instrumentation. *Elec. Eng. 314 and 315, or 363.* (3).

444. Control of Electromechanical Systems. *Elec. Eng. 343 or 425.* (3).

448. Electric Power Systems. *Elec. Eng. 210 or 314 or 337.* (3) Enns.

450. (Comp. Info. and Cont. Eng. 450). Feedback Control I. *Preceded or accompanied by Math. 448 or Elec. Eng. 300.* (2).

451. (Comp. Info. and Cont. Eng. 451). Feedback Control Laboratory I. *Preceded or accompanied by Elec. Eng. 350 or 450.* (1).

452. (Comp. Info. and Cont. Eng. 452). Nonlinear and Sampled-Data Control Systems. *Elec. Eng. 350, Aero. Eng. 471, or Comp. Info. and Cont. Eng. 450.* (3).

453. (Comp. Info. and Cont. Eng. 453). Feedback Control Laboratory II. *Elec. Eng. 351 or Comp. Info. and Cont. Eng. 451, and preceded or accompanied by Elec Eng. Comp. Info. and Cont. Eng. 452.* (1).

464. Introduction to Aeronomy (Meteor. and Ocean. 464) (Aero. 464). *Senior or graduate standing in a physical science or engineering.* (3) Nagy.

466. Digital Design Laboratory. *Elec. Eng. 312 and 366.* I and II. (2).

467. (Comp. Info. and Cont. Eng. 467). Introduction to Switching Theory. (3) Lawler.

470. Fundamentals of Electrical Design. *Elec. Eng. 210 and 325.* I and II. (4) Martin.

471. Electrical Biophysics. *Elec. Eng. 311 or 314 or 215.* (3).

472. Electrical Design II. *Elec. Eng. 372.* (3).

473. Analysis and Design Projects. *Senior standing in engineering.* I and II. (4).

475. Coherent Optical Technology. *Preceded or accompanied by Math. 450 or permission of instructor.* I. (3) Leith.

476. Noncoherent Optical Technology. *Senior standing in engineering or physical science.* (3) Zissis.

480. Microwave and Quantum Electronic Devices. *Elec. Eng. 380, 410, or 326.* (3) Curtice.

482. (Comp. Info. and Cont. Eng. 482). Applications of the Analog Computer. *Math. 216, or 316, or 404.* (3).

483. Physical Electronics II. *Elec. Eng. 380 or 383.* (3) Lomax.

484. Solid State Devices Laboratory. *Elec. Eng. 483.* (2) Shabde.

485. Integrated Electronics. *Elec. Eng. 381 and either 330 or 312.* (3) Barton.

486. Integrated Circuits Laboratory. *Elec. Eng. 485.* (2) Shabde.

490. Special Topics in Electrical Engineering. *Senior standing in Electrical Engineering. (to be arranged).*

495. Thermosphere and Ionosphere. *Senior standing in engineering or physical science.* (3) Nagy.

499. Directed Research Problems. *Elec. Eng. 210. (Arr.).*

515. Network Synthesis. *Elec. Eng. 415.* (3) Macnee.

523. Application of Acoustics to Engineering Problems. *Elec. Eng. 433 or senior standing with permission of instructor.* II. (2) Barnett.

528. Antenna Theory II. *Elec. Eng. 428.* II. (3) Tai.

530. Microwaves I. *Elec. Eng. 326.* I. (3) Sharpe.

531. Electromagnetic Wave Propagation. *Elec. Eng. 410, 326, and Math. 450.* I. (3) Smith.

532. Digital Communications. *Elec. Eng. 430.* (3).

533. Pulse Circuits. *Elec. Eng. 330.* I. (3).

534. Noise in Electronic Circuits and Devices. *Elec. Eng. 330 or 312.* (3).

535. Astronomical Radiophysics. *Elec. Eng. 326 or permission of instructor.* I. (3) Haddock.

536. Introduction to Radio Astronomy. *Elec. Eng. 535 or permission of instructor.* II. (3) Haddock.

537. **Microwave Measurements.** *Preceded or accompanied by Elec. Eng. 480 or 530.* (2) Curtice.

539. **Electronic Circuit Design.** *Math. 404 or 450, Elec. Eng. 330, or permission of instructor.* II. (3) Macnee.

541. **Alternating Current Apparatus.** *Elec. Eng. 444.* II. (3) Mosher.

542. **Synchronous Machinery.** *Elec. Eng. 444.* I. (2) Carey.

552. **Electric Rates and Cost Analysis.** *Permission of instructor.* II. (1) Carey.

553. **Power Transmission Lines and Load Flow.** *Elec. Eng. 410.* (3) Mosher.

554. **Load Flow and Economic Operation of Power Systems.** *Elec. Eng. 410.* (3) Carey.

555. **The Integrated Power System.** *Elec. Eng. 410.* (3).

557. **Power System Protection.** *Permission of instructor.* II. (2).

558. **Power System Transients.** *Permission of instructor.* I. (2) Mosher.

559. **Power Systems Laboratory.** *Permission of instructor.* (To be arranged) Carey.

571. **Introduction to Neurophysiological Systems.** *Elec. Eng. 350 and 471.* (3) Williams.

573. **Bioelectrical Measurements. Mathematics, Physics, and Chemistry; graduate standing; and permission of instructor.** (4).

574. **Modern Optics.** *Elec. Eng. 620 and Phys. 402, or permission of instructor.* (3) Senior.

575. **Seminar in Optics of Coherent and Noncoherent Electromagnetic Radiations.** *Elec. Eng. 475 or permission of instructor.* (3) Weil.

580. **Physical Processes in Plasmas.** *Elec. Eng. 380 or 383, or permission of instructor.* II. (4)* Getty.

583. **Quantum and Statistical Electronics.** *Elec. Eng. 326.* (3) Grimes.

595. **Magnetosphere and Solar Wind.** *Elec. Eng. 580.* (3) Nagy.

592. **Vacuum and Material Techniques.** *Elec. Eng. 380.* (2).

595. **Topics in Space Research.** *Permission of instructor.* (3) Nagy.

615. **Topics in Network Theory.** *Elec. Eng. 515.* (Arr.).

617. **Analytical Techniques for Communications Systems.** *Elec. Eng. 515 or permission of instructor.* (3).

620. **Electromagnetic Field Theory III.** *Elec. Eng. 326 and Math. 450.* I and II. (3) Lyon.

626. **Magnetic Materials and Devices.** *Elec. Eng. 583.* (3) Nelson.

630. **Microwaves II.** *Elec. Eng. 530 or permission of instructor.* II. (3) Khan.

647. **Introduction to Navigation Systems.** *Elec. Eng. 546 or permission of instructor.* (2) Kazda.

680. **Wave Propagation in Plasmas.** *Elec. Eng. 580 and 620 or permission of instructor.* (3) Lomax.

683. **Quantum Electronic Devices.** *Elec. Eng. 583.* (3) Grimes.

687. **Nonlinear Interaction Theory for Beams, Waves, and Plasmas.** *Elec. Eng. 480, 580 or permission of instructor.* II. (3) Rowe.

688. **Semiconductor Materials and Devices.** *Elec. Eng. 583.* (3) Haddad.

689. **Noise in Microwave and Quantum Devices.** *Elec. Eng. 534 or permission of instructor.* I. (2) Rowe.

690. **Waves in Solid-State Plasmas.** *Elec. Eng. 480, 583 or permission of instructor.* (3) Rowe.

699. **Research Work in Electrical Engineering.** *Permission of program adviser.* I and II. (To be arranged) Staff.

720. **Electromagnetic Field Theory IV** *Elec. Eng. 620* II. (3) Chu.

725. **Methods of Solving Radiation and Scattering Problems.** *Elec. Eng. 620 or equivalent.* (3).

810. **Advanced Radio Astronomy Seminar.** *Elec. Eng. 536 or permission of instructor.* (2).

815. **Seminar in Network Theory.** *Elec. Eng. 515 or permission of instructor.* II. (2) McMahon.



ELECTRICAL ENGINEERING LABORATORIES
THE UNIVERSITY
MANCHESTER 13

TELEPHONE ARDWICK 3333

PROFESSOR OF ELECTRICAL ENGINEERING

F. C. WILLIAMS, C.B.E., D.Sc., D.Phil., M.I.E.E., F.R.S.

PROFESSOR OF COMPUTER ENGINEERING
T. KILBURN, M.A., PH.D., D.Sc., M.I.E.E.

28th May 1965

TO WHOM IT MAY CONCERN

This is to certify that Mr Mohan K. MALHOTRA son of Mr Har Sukh Rai MALHOTRA of India was an Honours Degree student in this Department from October 1959 to June 1962. He graduated in 1962 with an Honours Degree in Electrical Engineering.

L. S. Piggott
Senior Lecturer and Tutor
Electrical Engineering



University of Manchester
 MANCHESTER, 13
 ENGLAND
 TELEPHONE: ARD 3333

FROM THE REGISTRAR
 VINCENT KNOWLES, M.A.

September 5th, 1973

Dear Mr. Malhotra,

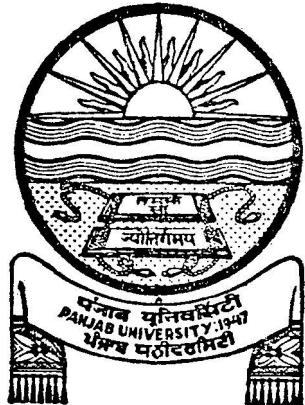
In reply to your enquiry of the 15th August I can certify that students in the Honours School of Engineering (Electrical) are resident full time for three years. They attend about 10 lectures per week and work in laboratories and attend tutorial sessions for a further 10 hours per week. There are some 30 active weeks in the academic year. Students are given the responsibility of organising the remainder of their time to the greatest advantage of their studies.

I think it is internationally accepted that an Honours degree of a British University stands very high in the estimation of the academic world. The contents of such a degree are usually at the higher level initially than American first degrees and the standard throughout the three years is of a very high order.

Yours sincerely

Mohan K. Malhotra, B.Sc.

Dixon
 Illinois 61021



FACULTY OF ARTS

This is to certify

Mohan Krishan Malhotra

Regd. No. 48.k.18

L. Har Sukh Rai Malhotra

and of

Randhir College, Kapurthala

, has

the Degree of

Bachelor of Arts

University on the result of the Examination held
September, 1951 and was placed in the Second Division.

Passed also in Nil Additional Optional Subject.

Countersigned

Mr. Trivedi

Simla Hills).

Op. 11

12

EDUCATION DEPARTMENT

EMBASSY OF INDIA



2107 MASSACHUSETTS AVENUE, N. W.

WASHINGTON, D. C. 20008

13

In reply please quote:
F.19/09/C

August 27th, 1973

Dear Professor Malhotra:

This is to acknowledge your letter dated August 15th, 1973 regarding your educational qualifications.

The Panjab University, Chandigarh is a fully accredited university.

High School leading to Matriculation in the Indian system of education represents 10 years of schooling. To graduate with a Bachelor of Arts degree takes 4 years of study at university level.

I hope the above facts will clarify the position. If further information on any specific points is required by your employer, you may kindly advise him to write to us on the subject.

Yours sincerely,

A handwritten signature in black ink, appearing to read "K. Thairani".

K. Thairani (Miss)
First Secretary

Mr. Mohan K. Malhotra
Assistant Professor
218 North Court
Dixon, Illinois 61021

KT/sa

THE PENNSYLVANIA STATE UNIVERSITY
CONTINUING EDUCATION



This certifies that

MOHAN MALHOTRA

has completed

NSF SHORT COURSE - "FOUNDATIONS OF INTEGRATED CIRCUITS"

consisting of

THREE WEEKS OF LECTURE AND LABORATORY INSTRUCTION

AWARDED:

August 4, 1972
University Park, Pennsylvania

Floyd B. Fischer

VICE PRESIDENT FOR
CONTINUING EDUCATION

THE PENNSYLVANIA STATE UNIVERSITY

121 ELECTRICAL ENGINEERING EAST BUILDING

UNIVERSITY PARK, PENNSYLVANIA 16802

College of Engineering
Department of Electrical EngineeringArea Code 814
865-7668

June 27, 1973

Mr. Mohan Malhotra

Dear Mr. Malhotra:

This is in response to your telephone inquiry of June 27, 1973, concerning the short course "Foundations of Integrated Circuits" which you attended last summer.

The three week course was not offered for academic credit, and the University will not officially certify academic credits for it. However, the course was a substantial one at about the introductory graduate level. After consultation with the course director (Professor Das), it is my opinion that the work in the course was approximately equivalent to four semester credits.

I hope that this assessment will be of value to you.

Sincerely,



W. J. Ross
Professor and Head,
Department of Electrical
Engineering

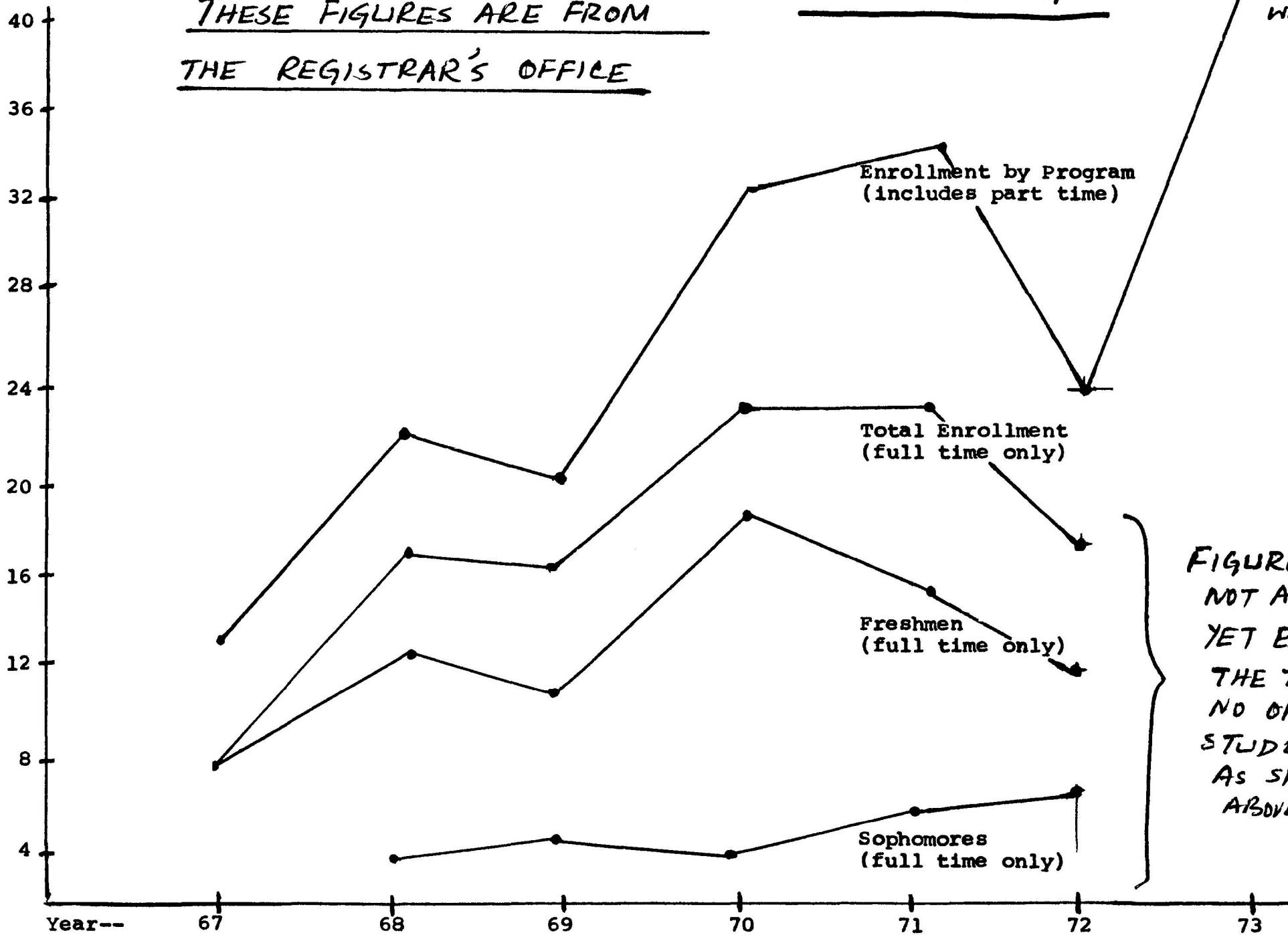
WJR:bz

cc: Professor M. B. Das

THESE FIGURES ARE FROM
THE REGISTRAR'S OFFICE

LANTISI - 4

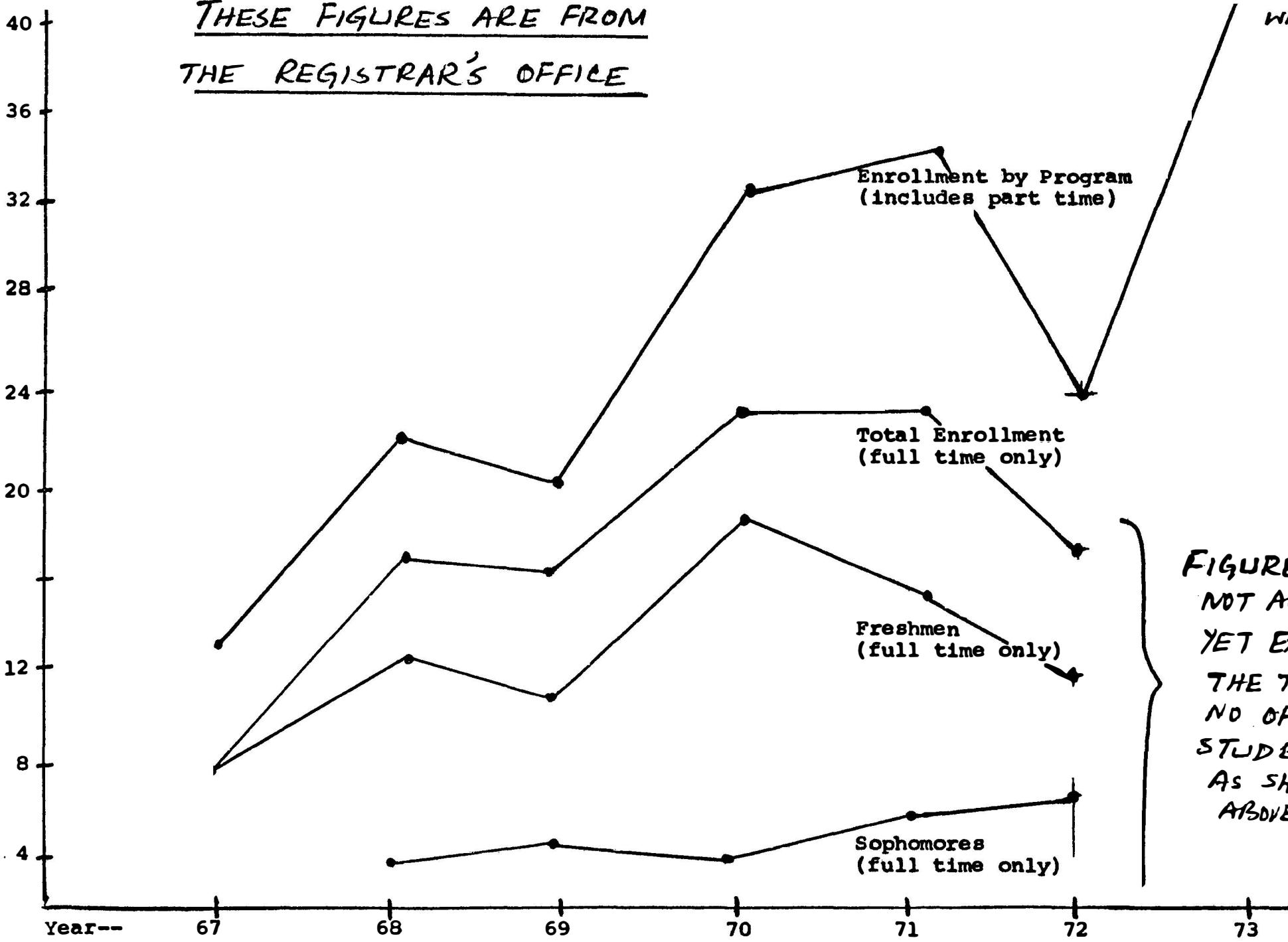
WAY BEYOND



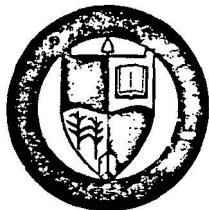
FIGURES
NOT AVAILABLE
YET EXCEPT
THE TOTAL
NO OF 68
STUDENTS
AS SHOWN
ABOVE

THESE FIGURES ARE FROM
THE REGISTRAR'S OFFICE

WAY BEYOND



FIGURES
NOT AVAILABLE
YET EXCEPT
THE TOTAL
NO OF 68
STUDENTS.
AS SHOWN
ABOVE



SAUK VALLEY COLLEGE

R. R. 1 Dixon, Illinois 61021 / Area 815 284-7711

6
OFFICE OF THE PRESIDENT

November 23, 1970

Mr. Mohan Malhotra

Dear Mr. Malhotra:

Your assignment to overload teaching is confirmed for the fall semester of this year as follows:

MAT 121A College Algebra 3 semester hours \$675.00

Payment for this overload will be divided into two checks to be available December 1, 1970 and February 1, 1971.

In order to verify this agreement, please sign the enclosed copy of this letter and return it to my office at your earliest convenience.

Sincerely,

A handwritten signature in black ink that reads "Edward J. Sabol".

Edward J. Sabol
President

lm

cc: P. Osborn
P. Wessels
R. Edison

8

Mohan K. Minhotra

TEACHING SCHEDULE

Code Number	Course Title
EET 106	Circuits II
EET 110	Electronics I
EET 210	Electronics III
EET 251	Computer Systems
EET 252	Industrial Control
IND 112	Technical Math III
MAT 121	College Algebra
EET 111	Electronics II

RECORD OF LEAVE OF ABSENCE

From _____ To _____ Salary _____

Overload
4675.1
MISSING
A
1ST SE

ADDITIONAL COMPENSATION

1966	1967	1968	1969	1970	1971	1972	1973
					x	x	
					x		
					x		
					x	x	
					x	x	
					x		
					x		

Page #3
February 26, 1973

Out of District Policy:

Dr. Cole reported that the college has been receiving requests from students in our district to attend other colleges and take one course. He noted that legislation on this item refers to the student taking "a program" and in the past we have not approved single courses. Discussion followed and the President indicated that he would approve the individuals for the Metal Finishing course and that a policy might later be required.

Wrestling Tournament:

It was moved and seconded that the Board approve the transfer of \$425.36 from the Student Activity Fund Contingency to the Athletic budget to cover the expenses of wrestling Coach Wayne Morris and John O'Brien to attend the national wrestling finals to be held at Worthington, Minnesota. This approval is contingent upon the approval of the ABB Board who will meet on Thursday, March 1. In a roll call vote, all voted aye. Motion carried.

Executive Session:

At 9:05 p.m. it was moved and seconded that the Board adjourn to Executive Session. In a roll call vote, all voted aye. Motion carried.

Regular Session:

At 10:15 p.m. it was moved and seconded that the Board return to regular session. In a roll call vote, all voted aye. Motion carried.

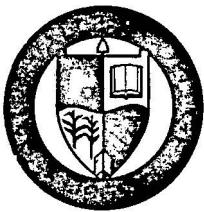
Promotions

It was moved and seconded that the Board approve the following promotions for Sauk Valley faculty

Thomas Harder	to	Instructor
Carol Hain	to	Asst. Professor
Ronald Hartje	to	Associate Professor
Henry Martinis	to	Professor
.....	to	Associate Professor
Robert Newman	to	Associate Professor
Maxine Petersen	to	Professor

It was moved and seconded that the Board approve the following promotions for Sauk Valley faculty

In a roll call vote, all voted aye. Motion carried.



SAUK VALLEY COLLEGE

R. R. 1 Dixon, Illinois / 61021 Area 815 288-5511

10

July 24, 1973

Mr. Mohan K. Malhotra
Sauk Valley College
Route 1
Dixon, Illinois 61021

Dear Mr. Malhotra:

In response to your letter of July 23, 1973 regarding our decision as to your placement on the 1973-74 salary schedule, the Board of Trustees has determined this is an administrative decision and not a prerogative of the Board.

Sincerely yours,

Catherine R. Perkins

Catherine R. Perkins, Chairman
Board of Trustees
Sauk Valley College

cc - Dr. George E. Cole
R. W. Castendyck

SAUK VALLEY COLLEGE

RURAL ROUTE ONE,

DIXON, ILLINOIS 61021

DATE September 24, 1973

MEMORANDUM

TO: Dr. George Cole

FROM: Frank Rausa
Faculty Association Grievance Representative

RE: Request for Materials Pertinent to Grievance of Mohan Malhotra

Pursuant to Article XVIII, B, of the 1972-73 contractual agreement between the Board and the Sauk Valley College Faculty Association, I am requesting the following materials:

1. A list of all staff members from 1970-1973 who have been promoted and/or received additional increments (beyond the normal increment) on the salary schedule.
2. Any and all internal communications, except those transmitted to the Board's attorney, with respect to change in status and/or revised placement and have not been shown to Mr. Malhotra.
3. A list, no names, of all professional staff members indicating their present rank and the number of years at Sauk Valley College and the number of years of professional experience.

Thank you for your attention in this matter.

fr

SAUK VALLEY COLLEGE

12

RURAL ROUTE ONE,

DIXON, ILLINOIS 61021

DATE October 5, 1973

MEMORANDUM

TO: Frank Rausa
Faculty Association Grievance Representative

FROM: Dr. George E. Cole, *GEC*
President

RE: REQUEST FOR MATERIALS PERTINENT TO GRIEVANCE OF MOHAN MALHOTRA

This memo is written in response to your request of September 24, 1973. I am sorry for the delay, but even Presidents are entitled to vacations occasionally.

The list that you requested was discussed at our last Board of Trustees meeting and the College Attorney rendered the opinion that we did not really have to provide you with the requested material, but the Board felt it would continue to show good faith by directing me to respond to your request to the best of my ability.

Dean Edison has compiled Point #1 under your request and this is attached. I can truthfully say that under Point #2, Mr. Malhotra, in my presence, was permitted to examine in detail the file which exists in my office and the file which exists in the Academic Dean's office. He has all communications to him, from him, and I think, about him, that exist within the institution. If you would take the time to examine carefully the package of material that I have provided him copies of which have been sent to both the Grievance Committee and to the Civil Rights Office, I am sure you will agree that he has all the materials.

Point #3 is somewhat more difficult. Two drafts of this were made on earlier occasions. I am not confident that we, at this time, have a totally accurate list available. We are still attempting to purify and update the files on each staff member. At our last meeting you had the same list that I had and we have been advised that it is not proper to release a list with the names of each individual faculty member. The list, which you have, has all the individuals and their salaries and their years of experience, as recorded in the existing institutional files. That list could be provided and has, on several earlier occasions, been given to Officers in the Association. As I mentioned earlier, however, many people feel that this list is not accurate.

It has also been brought to my attention that you were unhappy that you did not know about the continuance of the Board of Trustees meeting to the 8th of October. This was a matter of record in the Board Minutes and I had assumed that in view of the fact that your communication concerning Mr. Malhotra had gone beyond the President directly to the Board of Trustees, that communication on this matter should take place between you and the Board of Trustees.

However, if you have not been formally notified, consider this note as doing just that and please make yourself available, along with Mr. Malhotra, at the Board of Trustees Adjourned Meeting on Monday, October 8, 1973 at 8:00 p.m. in Room 3L14.

It was the opinion of the Board that the urgency of this matter required a Board Meeting before the regularly scheduled meeting on the fourth week of this month. Monday was the only time where a quorum of Board members could be present. This meeting was continued for the specific purpose of hearing Mr. Malhotra's grievance.

GEC/bg

c.c. Catherine Perkins, Chairman SVC Board of Trustees
Robert Castendyck, College Attorney
Robert Edison, Dean of Business Services
David Zindel, President Faculty Association
Dean Elmer Rice
Mohan Malhotra

RECEIVED OCT 4 1973

October 4, 1973

14

To: President Cole

From: Bob Edison

Bob

In accordance with the attached, I am submitting (to the best of my knowledge) the promotion list for the 1971, 1972, and 1973 academic years:

I. 1971-72 Promotions (9-13-71)

Carol Hain
Dave Lovekin
Harold Nelson
John O'Banion
Maxine Petersen
Janice Porath
Frank Rausa
Robert Wharton
James Barber
Donald Foster
Melvin Peterson
Mary Weller
Fred Nesbit

II. 1972-73 Promotions (8-14-72)

William Byar
Edward Beatty
Donald Doyle
Teresa Fennemore

III. 1973-74 Promotions (2-26-73)

Thomas Harder
Carol Hain
Ronald Hartje
Jerry Mathis
Dan Mabee
Robert Thomas
Maxine Petersen

RE/mv
Enc.