



## SAUK VALLEY COLLEGE

R. R. 5, Dixon, Illinois 61021 — Phone 815-288-5511

AUGUST 9, 1984

Office of the Secretary  
to the Board of Trustees

PUBLIC NOTICE

OF

MEETING

This is to provide public notice of the following meeting associated with the Sauk Valley College Board of Trustees:

Who: SAUK VALLEY COLLEGE BOARD OF TRUSTEES

When: AUGUST 13, 1984 ✓

Time: 7:00 P.M.

Where: ROOM 2K2 - SECOND FLOOR DINING ROOM

Type: EXECUTIVE AND OPEN SESSIONS

Purpose: TO RATIFY COLLECTIVE BARGAINING AGREEMENT AND SET 1984-85 SALARIES AND TO SCREEN CANDIDATES FOR BOARD VACANCY.

Agenda: 7:00 P.M. EXECUTIVE SESSION "COLLECTIVE BARGAINING MATTERS"  
OPEN SESSION: RATIFICATION OF COLLECTIVE BARGAINING AGREEMENT AND SALARIES FOR 1984-85

7:30 P.M. EXECUTIVE SESSION: "TO CONSIDER THE APPOINTMENT OF A MEMBER TO FILL A VACANCY" ON THE BOARD OF TRUSTEES

*Marilyn Vinson*  
MARILYN VINSON, SECRETARY TO THE  
BOARD OF TRUSTEES, DISTRICT #506

MINUTES OF THE SAUK VALLEY COLLEGE BOARD OF TRUSTEES MEETING

August 13, 1984

The Board of Trustees of Sauk Valley College met in special meeting at 7:00 p.m. on August 13, 1984 in Room 2K2 of Sauk Valley College, Rural Route #5, Dixon, Illinois.

Call to Order: Chair Fisher called the meeting to order at 7:00 p.m. and the following members answered roll call:

Richard Groharing	Oscar Koenig
Ann Powers	William Simpson
Robert Wolf	Kay Fisher
Linda Hiatt	

Absent: David Mandrgoc

Welcome: Board Chair, Kay Fisher, officially welcomed Student Trustee, Linda Hiatt to her first meeting.

Secretary Pro-tem: Chair Fisher appointed William Simpson as Secretary Pro-tem due to the absence of David Mandrgoc.

Executive Session: At 7:05 p.m. it was moved by Member Groharing and seconded by Member Simpson that the Board adjourn to executive session to discuss collective negotiating matters and the employment, appointment or dismissal of an employee. Motion voted and carried.

Regular Session: The Board returned to regular session at 7:35 p.m.

Contract - SVCFA It was moved by Member Groharing and seconded by Member Koenig that the Board approve the attached contract with the Sauk Valley College Faculty Association. In a roll call vote the following was recorded: Ayes-Members Groharing, Koenig, Powers, Simpson, Wolf, Fisher and Hiatt. Nays-0. Motion carried.

Salaries: It was moved by Member Groharing and seconded by Member Simpson that the Board approve a 3% raise for all classified personnel and all administrators (including the President) for the 1984-85 year, and that appropriate changes be made in all administrators contracts. In a roll call vote, all voted aye. Motion carried.

Negotiations: Chair Fisher said that the Board appreciated the spirit of the negotiations this year and also the sensitivity of the faculty to the financial plight of the college.

Executive Session: At 7:45 p.m. it was moved by Member Powers and seconded by Member Groharing that the Board adjourn to executive session to consider the appointment of a candidate to fill a Board vacancy. Motion voted and carried.

The Board then interviewed five candidates.

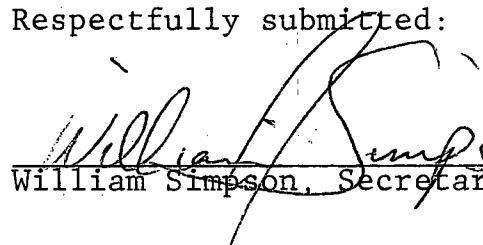
Regular Session: The Board returned to regular session at 11:35 p.m.

Candidate Discussion: The Board discussed the various qualifications of the candidates interviewed. There was no formal vote taken, but in polling the Board it was the consensus that Ed Anderson be appointed to fill the anticipated vacancy of Ann Powers, that Chair Fisher notify all concerned on Tuesday morning, and release the name for publication. This appointment will be officially approved at the September Board meeting.

Adjournment: Since the scheduled business was concluded, it was moved by Member Simpson and seconded by Member Powers that the Board adjourn. The next regular meeting will be 7:30 p.m. on August 27. Motion voted and carried.

The meeting adjourned at 11:36 p.m.

Respectfully submitted:

  
\_\_\_\_\_  
William Simpson, Secretary Pro-tem

1984 AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN  
DR. WILLIAM H. GARNER AND  
THE BOARD OF JUNIOR COLLEGE DISTRICT NO. 506,  
COUNTIES OF WHITESIDE, LEE, OGLE, HENRY, BUREAU AND CARROLL  
STATE OF ILLINOIS

WHEREAS, an Employment Agreement was made in June, 1980 by and between the Board of Trustees of Sauk Valley College (hereinafter "Board"), and Dr. William H. Garner (hereinafter "President"), which has heretofore been amended from time to time; and

WHEREAS, Board at its regularly scheduled meeting on August 13, 1984, negotiated an appropriate amendment to the Agreement with President, and upon roll call vote adopted its resolution authorizing the Chairman and Secretary of the Board to execute on its behalf this Amendment to the Employment Agreement employing the President on the terms and conditions hereinafter set forth, and

WHEREAS, the President is willing to enter into and execute this Amendment to the Employment Agreement,

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Board and President agree that the following amendment to the employment contract is made:

Clause 6 of the contract is amended as follows:

"The Board shall pay President an annual salary of \$54,788.00 for the contract years commencing July 1, 1984 through June 30, 1987. Said annual salary rate shall be paid to the President in installments in accordance with the usual and customary payment practices of the Board. Unless mutually agreed between the Board and President, the Board shall not reduce said annual salary rate below said amount. Nothing herein shall be deemed to prohibit the Board, in its discretion, from increasing the

President's annual salary prospectively at any time during the term of this agreement, or during any extension or renewal hereof."

Except for the amendment herein agreed upon, the Employment Agreement entered into between the President and the Board in June, 1980, as heretofore amended, remains in full force and effect.

Board of Trustees of Junior College District No. 506, Counties of Whiteside, Lee, Ogle, Henry, Bureau and Carroll, State of Illinois

By Kay Fisher  
Chairman

ATTEST:

Daniel W. Mandigo  
Secretary

William H. Garner  
Dr. William H. Garner

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

APPROVED:  
August 13, 1984

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PREAMBLE

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

Because mutual understanding and cooperation between the Board and  
the professional instructional staff are required, 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 as adopted  
by the 1975 Representative Assembly of the National Education  
Association. Both parties agree to comply with the Illinois Educational  
Labor Relations Act (HB-1530).

ARTICLE I

Recognition

1.1 The Board recognizes the Sauk Valley College Faculty Association as the sole negotiating agent for the faculty (Faculty is defined as full-time instructional staff including librarians, counselors, and audio-visual personnel who have regular full-time appointments approved by the Board of Trustees and who hold academic rank), in matters defined as negotiable in Article II, Section 2.3A, 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, and their Assistants or Associates. 1.2 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 whose position requires him/her 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 in Article I 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. 1.3 The prohibition on negotiating with any member of the negotiating unit individually shall in no way be construed to limit the right of the Board, through its administrative offices, to negotiate the initial placement of any individual on the salary schedule. 1.4 Both parties agree that they shall not discriminate against any employee for joining or not joining and/or assisting the Association or the Board. 1.5 This recognition shall entitle the Association to organizational use of staff bulletin boards in the 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. 1.6 Nothing herein shall require any member of the faculty to be a member of the Association. 1.7 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.

1.8	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 or adopted where the subject matter of such policy is the product of specific agreements 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.	1 2 3 4 5 6 7 8
1.9	The faculty shall have made available to them, through the President's Office, a copy of the proposed official calendar prior to Board adoption.	9 10 11

	ARTICLE II	1
	<u>Procedures</u>	2
2.1	Obtaining Objectives:	3
A.	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.	4 5 6 7
B.	The following concepts are inherent in the phrases "good faith negotiations":	8 9
1.	Each group will deal with the chosen representatives of the other.	10 11
2.	Each group will deal with the other honestly and in a bona-fide effort to reach agreement.	12 13
3.	Each group will meet at reasonable times and places in order to facilitate negotiations.	14 15
4.	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.	16 17 18 19
5.	Each party to this agreement recognizes that the making of a proposal does not necessarily require a counter-proposal from the opposite party.	20 21 22
C.	The Board agrees that it will not knowingly deprive any faculty member of his/her 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.	23 24 25 26
2.2	Representation:	27
A.	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 and/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. By mutual agreement other authorized representatives of the Association and the Board may be present at the bargaining table. Subject to these limitations, neither party will attempt to exert any control over the other party's selection of its representatives.	28 29 30 31 32 33 34 35 36 37 38

B. 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.	1 2 3 4 5 6
C. 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.	7 8 9 10 11
2.3 Subject of Negotiations:	12
A. The Association and the Board agree that negotiations in good faith will encompass the following items:	13 14
1. Negotiation Procedures	15
2. Grievance Procedures	16
3. Matters affecting wages, hours and other terms and conditions of employment	17 18
4. Other mutually agreed upon matters	19
2.4 Date for Initiating Negotiations:	20
Negotiations for a new agreement shall begin not later than March 1 nor prior to February 15 the year in which this agreement is to terminate.	21 22 23
2.5 Directing Requests:	24
A. 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.	25 26 27 28 29 30 31 32
B. 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.	33 34 35 36 37

2.6 Exchange of Information: 1

The Association shall be furnished, on request of its President or its  
duly authorized representatives, all regularly and routinely prepared 2  
information concerning the financial condition of the College, 3  
including annual financial audit and tentative adopted budget. In 4  
addition, the Board and Administration will grant the reasonable 5  
requests of the President or of the duly authorized representatives 6  
of the Association for any other readily available and pertinent 7  
information which may be relevant to negotiations and/or grievances. 8  
Nothing herein shall require the central administrative staff or 9  
members of the bargaining unit to research and assemble information. 10  
The Association shall furnish copies of pertinent information as 11  
reasonably requested by the Chairman of the Board or its duly authorized 12  
representatives. 13  
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ARTICLE III

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Agreement

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3.1 When tentative agreement is reached on all matters being negotiated, it 3  
shall be reduced to writing and submitted to the Association membership 4  
and the full Board of the college for ratification. It shall be signed 5  
by the Chairman or President and the Secretary of the respective 6  
parties. This Agreement shall be a part of and incorporated by this 7  
reference in the individual contract or statement of conditions of 8  
service submitted to employees, and said individual contract shall 9  
contain no provisions contrary to the provisions of this Agreement. The 10  
Agreement shall not discriminate against any member of the negotiating 11  
unit, regardless of membership or non-membership in the Association. 12

3.2 Copies of the ratified Agreement shall be available to all members of 13  
the bargaining unit, and one-dozen (12) copies will be delivered to the 14  
President of the Faculty Association. 15

ARTICLE IV

Appeal Procedures

4.1 If agreement is not reached on all items within sixty (60) calendar days of commencement of negotiations, either party may declare that an impasse has been reached and call for the appointment of a mediator, by the Federal Mediation and Conciliation Service. 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. 1  
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4.2 Mediation: 9

The mediator shall meet with the parties or their representatives, either jointly or separately, and shall take such other steps as he/she 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. 10  
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4.3 Fact Finding: 18

A. If agreement cannot be reached through the mediation process within twenty (20) calendar days from the date of selection of a mediator, a fact-finder shall be requested from the American Arbitration Association. The procedures specified in the American Arbitration Association Voluntary Labor Arbitration Rules shall be used to select a fact-finder, provided that the fact-finder shall not be the same person used as a mediator. 19  
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B. Within 10 days after his/her selection the fact-finder shall meet with the parties or their representatives, or both, either jointly or separately, make inquiries and investigations, hold hearings, and take other steps as he/she deems appropriate. The Board and the Association shall furnish the fact-finder, upon request, all records, papers, and information in their possession relating to any matter under investigation by or at issue before the fact-finder. 26  
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C. 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 both parties. 33  
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D. 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. 38  
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ARTICLE V

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No-Strike Clause

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5.1	The Association agrees that neither it nor its members will authorize or take part in any strike against Sauk Valley College during the life of this agreement.	3 4 5
5.2	The Association agrees not to support or encourage any concentrated refusal to render full and complete service to Sauk Valley College in accordance with, and during the life of this agreement.	6 7 8

ARTICLE VI

Faculty Personnel Policies

6.1

Basis for Personnel Policies:

- A. 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. 4  
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- B. 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: 7  
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- 1. Illinois Community College Board, Manual of Policies, Procedures, and Guidelines. 11  
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- 2. The regional and national accreditation standards for higher education in general and for community colleges in particular. 13  
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- 3. The requirements of such other governing or regulatory agencies from which the college must seek approval for programs and/or funds. 15  
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6.2

Workload:

- A. Workload for the full-time teaching staff for the academic year shall be assigned by the appropriate Dean in accordance with the needs of the College. Workloads up through 32 semester 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 will not receive equated credit hours for workload assumed or supervised by para-professionals/instructional aides. Those faculty who have special duties or responsibilities within the College assigned by their respective Deans may be given released time for their workload. Faculty members shall maintain at least five (5) office hours per week per semester. 19  
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- B. Overload will be determined on the basis of the assignment for the academic year, i.e., the fall semester plus the spring semester. Overload compensation shall be paid for all teaching assignments in excess of 32 semester hours for the academic year. Any faculty member may have the option of accepting or refusing an overload of more than 1 semester hour. 31  
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- C. The College will pay a flat \$100.00 per semester for each night on which classes are assigned in excess of two (2) nights per week. Night classes are defined as classes which start at 5:00 p.m. or after. Day classes that begin before 8:00 a.m. and Saturday and Sunday classes shall count the same as night classes for purposes of this calculation. 37  
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- D. Workload for full-time faculty (other than full-time teaching staff) eligible for membership in the Sauk Valley College Faculty Association shall be 37 hours per week. Any instructional duties assigned will be on an overload basis, with the exception of counselors teaching Student Development classes (e.g., Psychology 100), as part of their 37 hours per week. Instructional duties for the counselors shall be assigned on the basis of two (2) hours released time for a one (1) semester credit hour course taught. 1  
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- E. A community service course is defined, for the purposes of this contract to be any course that cannot be used as a transfer course and cannot be applied toward any Associate Degree or Certificate offered by the College. An extension course is defined to be any off campus course that can be used for transfer purposes or can be applied toward an Associate Degree or Certificate. Selection and assignment of faculty members within this program is the responsibility of the Assistant Dean for Community and Extended Services, based upon consultation with the faculty member's appropriate Dean. Teaching assignments of extension courses taught in the community service program may be considered part of the faculty's normal workload. Full-time faculty members may volunteer to teach both community service and extension courses. Those full-time faculty members assigned in the community service program shall accomplish their instruction during the regularly scheduled fall and spring semesters. Faculty teaching community service courses beyond their normal workload shall be reimbursed at the same rate as they would be paid for overload. 9  
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- F. Full-time faculty shall be reimbursed for off-campus travel at the current college rate for travel to and from courses that are taught as part of regular load. 26  
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ARTICLE VII

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Faculty Tenure Policy

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7.1 Tenure Definition: 3

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 faculty members who are eligible for membership in the bargaining unit. Tenure is not related to a specific position; however, any faculty member having the status of tenure whose position is changed must be classified and paid for the new position at not less than the highest level of classification commensurate with his/her academic credentials and experience.

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7.2 Tenure Schedule: 13

Faculty 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 3 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. Tenure is effective with the beginning of the academic year following approval by the Board of Trustees. Prior to tenure, if the employee is not to be re-employed at the end of his/her contract, he/she shall be given, not later than March 15 of the contract year, written notice, from the President, of the Board's decision not to re-employ him/her. If a faculty member is a temporary or term employee and is offered an appointment for the coming academic year, he/she must notify the college of his/her intentions to accept or to reject the offer not later than April 1, or within fourteen (14) days of receiving the offer, whichever is later. A tenured faculty member planning to resign shall notify the college at the earliest possible date, preferably no later than May 31.

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7.3 Approval Procedure: 31

Tenure will be granted upon recommendation of the President of the College with specific Board approval required in each individual case. Additional probationary years may be approved by the President upon recommendation of the appropriate Dean. Such additional probationary years must be based upon the need for the faculty member to complete additional credential requirements related to his/her specific job function, and shall not relate to competency in the classroom. 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.

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7.4 Dismissal for Cause:	1
Any one of the following shall be considered adequate cause for suspension and possible termination of tenured staff:	2
A. Inadequate performance of duties	3
B. Willful and continuous neglect of duties	4
C. Unprofessional conduct	5
D. Violation of official college policies	6
E. Moral turpitude	7
F. Unjustifiable insubordination	8
G. Physical or mental incapacity	9
7.5 Other Reasons for Termination:	10
A. <u>Age</u> : Tenure shall expire automatically and without notice upon completion of the contract year in which the 70th birthday of a tenured staff member occurs. Employment after 70, if any, shall be on either a temporary or an annual contract basis.	11
B. <u>Budget or Program Retrenchment</u> : The services of any member of the faculty may be terminated in the event of the need for financial or program retrenchment.	12
1. Members of the department in which the retrenchment is being considered shall be consulted in a department meeting held no later than 30 days prior to any Board action on the retrenchment.	13
2. Within 14 days after said meeting, representatives elected from the affected department shall file with the President the opinions of said department.	14
3. The President will forward the department's opinion to the Board prior to any Board action on the matter.	15
4. 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. Termination shall be made at the end of the contract year.	16
5. Employees affected shall be given five (5) school days advance notice before the Board acts on administrative recommendations on the above.	17

In the event that staff retrenchment is indicated by the Board, to the maximum extent possible, except where program continuation comes under jeopardy, seniority shall be given the greatest weight in all matters involving a reduction in force. In addition to seniority, the Board shall judge the employees affected on the basis of demonstrated instructional proficiency (including evaluation procedures), and educational training and background. Where these other factors are relatively equal, seniority shall prevail.	1
Seniority shall be defined as years of continuous full-time service (including approved leaves of absence) at Sauk Valley College, beginning with the date of Board approval of initial contract.	9
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7.6 Positions which have been vacated for program or budget retrenchment shall not be filled within two years. Should course offerings become available in the area of retrenchment, said offerings must first be offered to the retrenched person. The retrenched employee must notify the College of his/her intent to accept the position within 14 calendar days after the receipt of offer.	12
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7.7 The College will reimburse the individual for expenses incurred in locating and/or moving to a new position up to the sum of \$500 upon presentation of appropriate vouchers to the Dean of Business Services. Said expenses shall include but not be limited to resume' preparation, telephone, postage and transportation costs directly related to securing and relocating in a new position.	18
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7.8 During his/her final semester of employment, the individual to be retrenched will be provided three hours of released time.	24
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ARTICLE VIII

Academic Freedom

8.1 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 a wholesome atmosphere in which 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. 3  
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8.2 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/her activities; set for students an example of integrity, tolerance and decency; and maintain high standards of scholarship and personal conduct. 12  
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ARTICLE IX

Criteria for Placement and Promotion  
of Professional Staff

9.1 All faculty shall have academic rank. 4

9.2 Specific Minimum Requirements for Placement of Instructional Staff: 5

A. The instructional staff is classified into five groups: 6

1. Assistant Instructor 7
2. Instructor 8
3. Assistant Professor 9
4. Associate Professor 10
5. Professor 11

9.3 Initial appointments are made in accordance with the following guides for employment at the various ranks. Appointments are made on an individual basis and depend upon personal qualifications as well as education and experience. One year of credit is given for each two years of clinical and work experience in determining placement on the schedule. 12

A. 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. 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. 18

B. 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: 25

1. A bachelor's degree and 30 semester hours of graduate credit, or 29
2. A total of 150 semester hours of college credit. 30

In all cases, the preparation should include the equivalent of an undergraduate major and appropriate graduate courses in the field of specialization. 31

C. Assistant Professor: A master's degree in the field of specialization or a master's degree with a graduate major in the subject field and four years of related professional experience; or a doctorate degree in the field of specialization and less than four years of related professional experience. In those fields in which a graduate degree is not available, the following alternatives may be considered: 34

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1. A bachelor's degree and 30 semester hours of graduate credit, or
2. 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.

D. 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, and eight years of related 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 related 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:

1. A bachelor's degree and 60 semester hours of graduate credit, or
2. 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.

E. 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 related professional 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:

1. A bachelor's degree and 80 semester hours of graduate credit, or
2. 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.

#### 9.4 General Requirements for Promotion of Faculty

A. The following general qualifications will be considered in the promotion of faculty. All seven promotional criteria will be considered in the evaluation of a faculty member when he or she is considered by the Dean for promotion.

1. Mastery of subject matter
2. Demonstrated teaching capability

3.	Interest in students as individuals	1
4.	Understanding of the comprehensive community college program	2
5.	Potential for continued professional growth	3
6.	Meritorious service	4
7.	Number of years in present rank	5
The specific minimum requirements for selection of instructional staff as set forth in Section 9.1 of this Article are minimum requirements for promotion and shall be considered with the general requirements set forth in this paragraph for promotion of faculty members. For good cause shown, faculty members with non-academic backgrounds and qualifications may be promoted to the rank of instructor without regard for the specific minimum requirements for promotion.		6
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9.5	Credit hours used for promotional purposes shall be accumulated based upon the following criteria:	13
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A.	Undergraduate and graduate credits from an established institution of higher education.	15
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1.	Such course work shall be approved by the appropriate Dean of Instruction prior to enrollment in the class.	17
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2.	Such course credits shall meet with the Dean's approval as being related to the faculty member's actual or intended employment at Sauk Valley College, and toward improvement of his/her employment capacity.	19
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B.	Credit shall be granted for non-credit seminars, symposiums, and workshops on the ratio of 1 credit equal to 15 hours of actual contact experience.	23
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1.	Such instruction shall be approved by the appropriate Dean of Instruction prior to enrollment.	26
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2.	Such credit shall be granted by the Dean as being related to the faculty member's actual or intended employment at Sauk Valley College, and toward improvement of his/her employment capacity.	28
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C.	Any future professional or occupational activity applicable to the instructional assignment may, upon prior approval, be granted creditable hours toward rank or experience advancement.	31
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9.6	Promotion of faculty may be made by the Board of Trustees upon the recommendation of the appropriate Dean and the President of the College, and is at the sole discretion of the Board of Trustees. The acquisition of graduate credit hours and necessary experience to meet specific minimum requirements for the selection of instructional staff is only one criterion to determine eligibility for promotion.	34
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ARTICLE X

Types of Appointments

10.1 Appointments to the faculty shall be in one of three categories:  
temporary, term, or continuing. 3  
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A. A temporary appointment shall be an appointment for an unspecified 5  
period and may be terminated at any time. Temporary appointments 6  
ordinarily are for part-time service, voluntary service, or for 7  
periods of less than one year. 8

B. A term appointment shall be an appointment for a specific period of 9  
time, normally for one year. Such an appointment shall 10  
automatically expire at the end of the agreed term unless terminated 11  
earlier in accordance with subsequent provisions of these policies. 12

C. A continuing appointment shall be a tenured appointment and shall 13  
continue indefinitely unless terminated in accordance with 14  
subsequent provisions of these policies. It shall not be affected 15  
by change in rank. 16

ARTICLE XI

Evaluation Policies

11.1	In order to ensure quality education and management accountability, the evaluation of a faculty member's performance is 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/her supervision. Evaluation will be related to duties and responsibilities as stated in the Professional Staff Handbook.	3
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ARTICLE XII

	<u>Evaluation Procedures</u>	2
12.1	The evaluation of a faculty member's performance will include the following:	3
	A. Classroom observation	5
	1. A formal classroom observation of tenured faculty members will normally be conducted every third year. However, more frequent evaluations may be conducted for the following reasons:	6
	(a) Promotional considerations	10
	(b) Question of adequate performance of duties	11
	2. Term faculty will be observed no less than once each academic year.	12
	B. Annual collection of data related to:	14
	1. Classroom teaching - class visitations, student evaluations	15
	2. Professional growth - self-evaluation and developmental plans	16
	3. Academic growth - self-evaluation and written statements by other college administrators	18
	4. College service - self-evaluation and written statements by other college administrators	20
	5. Service to students - service in academic advisement, participation in student related functions	22
	C. An annual evaluation session between the faculty member and his/her appropriate supervisor, resulting in a written summary of the session with a written recommendation presented to the faculty member for his/her review and comment. The faculty member may submit a written response to his/her evaluation; this response will be included in his/her personnel file.	24
	D. An annual recommendation to the President of the College regarding the faculty member, from his/her supervisor.	31
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12.2 When new evaluation forms are developed, the Administration shall 1  
furnish copies to members of the Bargaining Unit prior to final 2  
adoption. The members of the Bargain Unit may submit written 3  
responses within twenty (20) calendar days of receipt. Within 4  
twenty (20) calendar days thereafter, the Administration shall 5  
notify the members of the Bargaining Unit of its disposition of 6  
the responses. If new evaluation forms are to be used, copies 7  
will be distributed to the faculty at the beginning of the academic 8  
year. 9

ARTICLE XIII

Change in Status

13.1 Annual Review 3

A. There will be an annual review of the performance and status of each member of the faculty 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 faculty evaluation. 4 5 6 7 8 9 10

13.2 Results of Review 11

A. The following actions may be taken as a result of the annual review: 12

1. Retention with normal salary increment 13
2. Retention with extra salary increment(s) 14
3. Promotion to higher rank 15
4. Termination of service 16
5. Granting of continuing appointment (tenure) 17
6. Retention without salary increment 18
7. Additional education required 19

13.3 If the President recommends 1, 2, or 3, 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 and the reason for that decision within two weeks following the next regular Board meeting. 20 21 22 23 24 25

13.4 Additional education or training may be required of a faculty member by his/her Dean. Such a requirement shall be based upon the Dean's evaluation of the educational needs of the College and of the faculty member's department. It shall take into consideration the faculty member's academic qualifications, experience, and ability to perform the services needed by the College. The additional education or training to be required shall be made a part of the annual review of the performance and status of the faculty member. Activities completed in compliance with this article shall be granted creditable hours toward rank or experience advancement in accordance with the criteria established in Article IX. 26 27 28 29 30 31 32 33 34 35 36

13.5 The faculty member shall be given released time with pay from a full 32-hour teaching or normal workload for those employed on a 37-hour basis, load equal to the number of equated credit hours approved by the Dean and taken by the faculty member as a result of the Dean's recommendation. 37 38 39 40 41

13.6 Any requirement for additional education or training shall be reviewed  
1 by the faculty member's department, and a copy of the proposed  
2 requirement shall be submitted by the Dean to the appropriate immediate  
3 supervisor. The department shall make a written report to the Dean  
4 either concurring in the requirement or indicating the specific reasons  
5 why it is felt the requirement should not be enforced. If the  
6 department fails to submit its report to the Dean within thirty (30)  
7 days after receipt of a copy of the Dean's requirement, the right to  
8 review the requirement and make a recommendation thereon shall be deemed  
9 to have been waived. 10

13.7 The reasonableness of the Dean's decision to require additional  
11 education or training and its implementation may be subject of a  
12 grievance. Any grievance as to the reasonableness of a Dean's  
13 requirement must be filed within ninety (90) days after receipt of  
14 notice of the requirement by the faculty member. Failure to file within  
15 said period shall constitute a waiver of the right to grieve the matter.  
16 Any such grievance shall start with the Board of Trustees Grievance  
17 Hearing Committee at Step 3. A review of the Grievance Hearing  
18 Committee, or an Arbitrator if a grievance is carried to arbitration,  
19 shall be limited to the reasonableness of the Dean's requirement and its  
20 implementation, taking into consideration the educational needs of the  
21 College and of the faculty member's department, the faculty member's  
22 academic qualifications and experience, and his/her ability to perform  
23 the services required by the College. If it is determined that the  
24 requirement is unreasonable, it shall be waived, and any salary  
25 increment withheld as a result of the faculty member's failure to agree  
26 to perform the requirement shall be paid to the faculty member. 27

13.8 The final decision with reference to the implementation of a plan for  
28 additional education or training for a faculty member shall rest with  
29 the appropriate Dean. 30

13.9 A Dean's recommendation for retention with normal salary increment may  
31 be conditional upon the implementation of the plan for the required  
32 additional education or training, and, if a faculty member refuses to  
33 implement the required plan or indicates an unwillingness to do so, the  
34 Dean may recommend option 6. When option 6 is exercised for the second  
35 time for a tenured staff member, such staff member shall have the right  
36 to demand that either dismissal proceedings will be initiated or that he  
37 will thereafter receive his/her normal increment. 38

13.10 Notification 39

The appropriate Dean or other immediate supervisor shall notify each  
40 staff member of the recommendation that is being made as a result of the  
41 annual review. For a term appointee, this shall be accomplished by  
42 February 15, and for a continuing appointee, January 1. (Note Article  
43 VII, Section 7.2 on Tenure for notification procedure on the granting of  
44 continuing appointment). The staff member may then request a meeting  
45 with the President, the appropriate Dean, or other immediate supervisor,  
46 to show cause for any inequity in the recommendation. He/she may invite  
47 up to two observers of his/her choice to attend the meeting. In any  
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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 option 4, 6, or 7 of  
Article 13.2A, 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/her case to the Board.

13.11 The Board shall act on all annual review recommendations not later than  
March 1 for continuing employees and term employees.

ARTICLE XIV

Termination: Term Appointments

14.1 Prior to Completion of Agreed Term

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.

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ARTICLE XV

Termination: Continuing Appointments

15.1 Termination for Cause: The services of a faculty member with a  
continuing appointment may be terminated for any of the causes set forth  
in Article VII, Section 7.4 and 7.5, the termination to be in accordance  
with the following procedures:

A. 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 if he/she deems such information to be  
substantial, he/she shall make this information available to and  
shall discuss it with the individual concerned and shall make such  
investigation as he/she considers appropriate, including the review  
of any written documentation which may be available to him/her.

B. 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 to the Board, and shall be  
given the opportunity to be present at the time the recommendation  
is made to the Board and to request a public or private hearing on  
the recommendation. 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 Article 17.4 - 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

16.1 If the President (or his/her 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/she deems such information  
to be substantial, and if, in the opinion of the President or his/her  
representative, immediate harm to the faculty member, the College, or to  
others may result from his/her continued presence or acts, the President  
or his/her representative shall have the right to cancel immediately the  
classes and/or duties of that faculty member and to cause him/her to  
absent himself/herself 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/her 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 of  
Trustees Grievance Hearing Committees.

ARTICLE XVII

PROFESSIONAL GRIEVANCE PROCEDURE

17.1 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 administrative agencies or in the courts.

17.2 Definitions:

- A. A "grievance" shall mean a claim that there has been an alleged  
violation, misinterpretation or misapplication of a provision of  
this Agreement.
- B. A "grievant" shall be any party to this Agreement or any member  
of the full-time professional instructional staff who shall submit  
a grievance.
- C. 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 bylaws of the Association.
- D. Time limits: All time limits refer to days the college is  
officially open.

17.3 General Conditions:

- A. 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 the Board acknowledges that  
no grievant be required to discuss any grievance if a grievance  
committee member is not present.
- B. 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.
- C. The parties acknowledge that it is usually most desirable for a  
grievant and his/her 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. 1  
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D. If a grievance is to be processed in accordance with Article 17.4, 3  
Procedures, the grievant shall initiate step one within 90 days from 4  
the date of the event giving rise to the grievance. The failure of 5  
the Administrator or the Board to give a decision within the time 6  
limits stated shall permit the grievant to proceed to the next step. 7  
The failure of a grievant or the Association to take action in 8  
accordance with this Agreement within the prescribed time limits 9  
shall act as a bar to any further appeal. 10

E. The number of days indicated at each level shall be considered 11  
maximums, and every effort shall be made to expedite the process. 12  
The time limits may be extended by mutual consent. 13

F. All decisions shall be rendered in writing to the grievant and the 14  
Association at each step of the grievance procedure, the written 15  
decisions setting forth the findings of fact, conclusions, and 16  
supporting reasons. 17

G. Either party shall have the right to be represented by 18  
representatives of his choice (not to exceed three in number) at 19  
any level above step one. 20

H. Either party shall have the right at all stages of a grievance 21  
proceeding to confront and cross-examine all witnesses called 22  
against him/her to testify and to call witnesses on his/her behalf. 23  
There shall be no limitations on the presentation of competent 24  
evidence on either side in the hearing before the Board of Trustees 25  
Grievance Hearing Committee. 26

I. Hearings and conferences under this procedure shall be conducted at 27  
a time and place which will afford a fair and reasonable opportunity 28  
for all persons, including witnesses entitled to be present, to 29  
attend, and will be held, insofar as possible, at other than College 30  
hours or during non-teaching time of personnel involved. When such 31  
hearings and conferences are held, at the option of the 32  
Administration, during College hours, all employees whose presence 33  
is required shall be excused, with pay, for that purpose. 34

J. No reprisals of any kind shall be taken against any staff member 35  
for participating in any grievance proceeding. If any staff member 36  
for whom a grievance is filed, processed, or sustained, shall be 37  
found to have been unjustly charged, and if suspension is involved, 38  
he/she shall be restored to his/her former position. 39

K. All documents, communications, and records dealing with the 40  
grievance shall be filed separately from the personnel files of the 41  
participants. An individual's grievance file shall be open to 42  
him/her upon request. 43

L. It is agreed that the grievant shall be furnished with copies of 44  
any written information in the possession of the Board and/or the 45  
the Administration necessary for the processing of any grievance or 46  
complaint. 47

M. A grievance may be withdrawn at any level without establishing a precedent.

N. 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 mailbox. All communications, notices, or decisions for the Association or the Board shall be delivered or mailed to the respective President.

17.4

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 representatives, and the involved supervisor shall be present for the meeting. The supervisor must then submit his/her decision in writing within 14 days after such meeting.

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

Step #3. If the Association is not satisfied with the disposition of the grievance by the Dean, the grievance shall be transmitted to the Board of Trustees Grievance Hearing Committee. Such committee shall be composed of two board members, the President, and one Dean not previously involved in Step #2. A written Notice of Appeal, setting forth the basis for the appeal, shall be filed with the President within 14 days after receipt of the Dean's decision, or within 14 days after the hearing. The Hearing Committee of the Board shall meet within 14 days of the written appeal to the Committee, transmitted to the President. The grievance, together with a record of the prior proceedings, shall be presented to the Committee of the Board. The Committee shall have the options of considering the appeal in an open or closed hearing session. No later than 14 days after the conclusion of the hearing, the Committee 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 Committee, 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

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declare in writing to the Board of Trustees Hearing Committee that such  
arbitration is desired. Such declaration must be made to the Board of  
Trustees Hearing Committee within 14 days after the Association has  
received the decision of the Board of Trustees Hearing Committee 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 A.A.A. Such a list  
shall not include a resident of the Community 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 of Trustees Committee 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.

17.5 No grievances may be submitted to arbitration without consent of the  
association. 24  
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ARTICLE XVIII

Resignation by Advance Notice

18.1 If a Faculty member is contemplating resignation, it should be discussed  
with his/her immediate supervisor at the earliest possible time. 3  
Normally a resignation will not be accepted after July 1, except in 4  
extreme cases, and then subject to the availability of a replacement 5  
satisfactory to the President. In any case, the mutual interest of the 6  
College and the individual will be considered. 7  
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ARTICLE XIX

Leaves of Absence

19.1 Sick Leave and Personal Leave:

- A. Sick leave shall accrue to all full-time faculty 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.
- B. 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).
- C. 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.
- D. Sick leave may be accumulated without limit. Sick leave will be deemed to be the result of the personal sickness or injury of the employee involved. The employee may use up to 10 days of sick leave in any one contract year for sickness in the immediate family, sickness 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.
- E. Sick leave without salary may be granted to members of the faculty subject to the discretion of the Board of Trustees. During any such leave, the administration shall make appropriate arrangements for carrying on the activities of the affected area with due regard to the workload of other members of that area.

19.2

F. The immediate supervisor or appropriate Dean shall submit a report to the Business Office of the number of days of sick leave taken. The report shall be on forms supplied by the Business Office. A person may be charged for sick days only 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/her usual or ordinary duties for any sick leave taken.

G. If a person is sick, he/she shall notify his/her immediate Supervisor or the appropriate Dean at the earliest possible time, but not later than two hours prior to the time his/her duties are to begin.

H. Each member of the faculty may take three days annually for personal leave. Any days so taken will be charged against the sick leave credit of the individual. If a personal leave is to be used, such notice shall be given by the faculty member not later than 24 hours before duties are to begin. The faculty member shall state, in writing, his/her efforts to arrange coverage for the classes occurring during the period of personal leave. Such statement shall be submitted with a notice given of his/her intention to use personal leave. In emergency situations, the foregoing notice requirements may be waived. No permission is required to take personal leave.

I. No compensation shall be paid for sick leave accrued unless the individual is sick and incapacitated from performing his/her usual and ordinary duties or personal leave taken as in Paragraph H.

J. Upon termination of service, any accrued but unused sick leave shall be cancelled.

Maternity Leave:

The Board recognizes two categories into which leaves relating to pregnancy may fall: first, a leave of absence for maternity purposes; second, a disability leave for the faculty member who is absent from work due to illness or disability relating to pregnancy, complications in connection with said condition, and childbirth.

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A. Leave of Absence for Expected Maternity:

1. As soon as pregnancy is known, or no later than the  
2 end of the fourth month of pregnancy, the faculty  
3 member shall report her condition to her immediate  
4 supervisor in writing, together with a doctor's  
5 certificate indicating the expected due date and the  
6 fact that the employee is in good health and able to  
7 continue work. The faculty member shall be entitled,  
8 upon request, to a maternity leave to begin at any  
9 time between the commencement of pregnancy and the  
10 birth of the child. The request for such a leave  
11 shall be in writing, addressed to the President of  
12 the College, and, except in case of emergency, shall  
13 give notice at least thirty (30) days prior to the  
14 date on which her leave is to begin.  
15
2. A faculty member who is pregnant may continue in active  
16 employment as late into her pregnancy as she desires,  
17 provided she is properly able to perform her required  
18 duties.  
19
3. When an employee is placed on maternity leave, no salary  
20 will be paid, and all sick leave and other financial  
21 benefits will cease to accumulate.  
22
4. At the time a maternity leave is granted, the President  
23 shall obtain a written statement from the faculty  
24 member, a statement indicating her intention with  
25 reference to the duration of said leave. Ordinarily,  
26 maternity leave shall be granted for a period of  
27 thirty (30) days. Upon request of the faculty member,  
28 the President may grant maternity leave until the  
29 beginning of the next semester after the delivery of  
30 the child. Upon approval of the President and other  
31 appropriate administrative officers, the Board may grant  
32 an extension of the maternity leave up to a total of one  
33 year with no loss of rank, tenure, placement on the  
34 salary schedule, or accrued sick leave. In the event the  
35 faculty member is found physically able to return to work  
36 and she fails or refuses to do so, her employment shall  
37 be terminated.  
38

B. Disability Leave Related to Pregnancy, Complications in Connection  
39 with Said Condition and Childbirth:  
40

1. If a faculty member elects not to request a maternity leave,  
41 she shall, at the end of the sixth month of pregnancy,  
42 provide her immediate supervisor with an estimate by her  
43 physician as to the date at which pregnancy will result  
44 in her inability to continue to perform the services required  
45 of her. It shall also contain an estimate by the physician  
46 as to the date when she would be able to return to her  
47 normal duties.  
48

2. The faculty member shall be expected to continue the  
normal services required of her until she is physically  
unable to do so. At such time as she is unable to  
provide said services, she shall furnish a written  
statement from her physician indicating the physical  
cause for her inability to perform the services. 1  
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3. It is expected that a faculty member would normally  
be able to return to work within twenty-one (21) days  
after delivery. In the event of complications or  
circumstances which prevent her return within said  
period, she shall furnish a written statement from her  
physician indicating the nature and extent of the  
problem and an estimate as to when she would be able  
to return. 7  
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Under either Paragraph 2 above, or this Paragraph, the  
Board may require an independent physical examination,  
by a physician of its choice, at its expense, and in the  
event the faculty member is found physically able to work  
and she fails or refuses to do so, her employment shall  
be terminated. 15  
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4. The faculty member shall be entitled to use accrued sick  
leave during the period she is disabled. At such time as  
accrued sick leave has been used, all pay and other  
financial benefits will cease. 21  
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19.3 The Board shall pay the regular salary to a teacher called to serve  
as a juror, and the teacher shall submit any reimbursement to the  
College. 25  
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19.4 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. However, the date of April 1 and  
November 15 shall be used by the faculty member to notify the College  
regarding his/her intention to return to his/her assignment. Failure of  
a faculty member to notify the College by the date specified as  
appropriate to the leave request shall constitute a formal resignation  
by the faculty member involved. 28  
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19.5 Leaves of absence with pay to attend Illinois Education Association  
conventions, seminars, and conferences, or to serve in elected or  
appointed official positions, shall be granted to the Association  
President or his/her delegate when leaves are requested ten days in  
advance. Such leaves of absence shall not exceed a total of five  
working days per academic year. The President or his/her delegate shall  
arrange for all classes to be covered during his/her absence at his/her  
expense. 44  
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19.6	Retirement Program: All permanent employees, including part-time employees, whose employment is considered 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.	1 2 3 4 5 6 7
19.7	Other Employment: Any faculty member who accepts outside employment during the individual contract period without written notification to the appropriate supervisor may be subject to dismissal proceedings. Such employment shall, in no way, interfere with the College's ability to schedule classes taught by the faculty member. Such employment shall not interfere with duties normally expected of faculty members.	8 9 10 11 12 13

ARTICLE XX

Fringe Benefits

20.1	The College shall provide and pay the premium cost of a group hospitalization and major medical insurance program, group life insurance benefits, and dependent life insurance.	3 4 5
20.2	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 23 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.	6 7 8 9 10 11
20.3	The College agrees, at the option of the individual, to prorate his/her 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.	12 13 14 15
20.4	The College agrees to pay the regular expenses for academic robes and regalia required for any Sauk Valley College function.	16 17
20.5	A separate and private dining area shall be provided for the use of the professional staff.	18 19
20.6	Tuition Reimbursement: Will be based upon Article IX, Section 9.5.	20
A.	The Board will pay tuition at the rate of \$75 per credit hour.	21
B.	Approval of such courses is based upon Article IX, Section 9.5.	22
C.	Reimbursement for tuition may be used for graduate or undergraduate credit and for workshops, seminars, and symposiums as equated by the appropriate Dean.	23 24 25
D.	Tuition reimbursement will be limited to <u>6</u> credit hours per year; exceptions may be made by the appropriate Dean upon his/her approval of a developmental plan submitted by the faculty member.	26 27 28 29
E.	Tuition reimbursement shall be paid to faculty on leaves of absence for a maximum period of one year at a rate not to exceed \$75 per credit hour and up to a total of 30 credit hours. Tuition reimbursement does not apply in cases where these costs are covered by grants, scholarships, or assistantships.	30 31 32 33 34
F.	Tuition reimbursement shall be made upon 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.	35 36 37 38 39

ARTICLE XXI

Association and Faculty Rights

21.1 Officers and committee chairmen of the Association shall have the right 3  
to use College equipment such as typewriters, calculating machines, and 4  
audio-visual equipment at all reasonable times when such equipment is 5  
not otherwise in use, subject to regulations determined by the Dean of 6  
Business Services and subject to the approval of the individual who is 7  
charged with the responsibility for that piece of equipment. 8

21.2 The Association's Negotiation Committee's expenses for duplicating (with 9  
College equipment) material for use of the Board or Board Committee in 10  
negotiations shall be paid for by the College out of funds budgeted for 11  
the Board. 12

21.3 The Board agrees to furnish regularly to the Association two copies of 13  
the agenda, minutes, and the complete packet of information distributed 14  
for all Board meetings, such copies to be made available at the same 15  
time as distribution to Board members. 16

21.4 Communications from Association: 17

The President of the Association, or his/her authorized delegate, is 18  
extended the privilege of addressing the Board of Trustees, at regular 19  
or special meetings, on topics scheduled on the Board agenda for said 20  
meeting. The privilege shall be extended under the agenda item "Written 21  
Communications From Visitors" or under such other agenda items as the 22  
Board Chairperson deems appropriate. All communications shall be in 23  
writing and submitted to the office of the President of Sauk Valley 24  
College for inclusion in the materials presented to Board members for 25  
meeting. In addition, the Association representative shall have the 26  
privilege of presenting the Association's position verbally for a period 27  
not to exceed five (5) minutes. 28

All such communications shall be addressed to the issues of a particular 29  
question and shall not be used to criticize or attack personalities 30  
within the institution or on the Board of Trustees. The privilege to 31  
address the Board does not extend to eliciting responses from or arguing 32  
with Board members. 33

The privilege of addressing the Board may be terminated temporarily or 34  
permanently by the Board Chairperson if, in his/her sole discretion, the 35  
privilege is abused. If such privilege is permanently terminated, 36  
written notification of such termination with supporting reasons 37  
therefore shall be given the Executive Board of the Association. 38

The Association recognizes and agrees that the privilege of addressing 39  
the Board is an opportunity to present professional and constructive 40  
positions that will be beneficial to the Sauk Valley College community. 41

21.5	An individual's personnel file shall be open to him/her 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 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 faculty member's file:	1 2 3 4 5 6 7 8 9 10
	A. 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.	11 12 13
	B. Copies of all evaluation reports and recommendations regarding the staff member's professional performance and competence.	14 15
	C. Copies of each contract and notification of change of status (promotion, tenure) of the individual.	16 17
	D. All other correspondence relating to the faculty member's professional performance and competence, and to his/her standing in the community. Correspondence of a derogatory nature shall be reported to the faculty member within three weeks of receipt of the correspondence if it is to become part of the personnel file.	18 19 20 21 22 23
	Requests to examine an individual's personnel file, as kept by the appropriate Dean, should be submitted to the Dean's office, and such examination or the reproduction of any portion of the file shall be conducted in the presence of the Dean or his/her designated representative.	24 25 26 27 28
21.6	The Board agrees to set aside a small room or office with table, chairs, and one large file cabinet with lock for exclusive Association use.	29 30

ARTICLE XXII

Professional Compensation

22.1 Salary Policy:

A. 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; all experience that he/she wishes to be considered for beginning placement or revised placement on the salary schedule.

B. 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.

22.2 Salary Schedule:

The salaries, increments, and all other economic provisions of this contract shall be effective at the beginning of the 1984-85 Academic Year.

A. The Sauk Valley College 1984-85 Instructional Salary Schedule contained herein shall be effective beginning the first day of the Fall Semester, 1984.

B. When a faculty member is granted a promotion in rank, the following steps shall be applied to determine his/her new salary:

Step #1: Find the salary step and rank on the salary schedule for the current year.

Step #2: Add monies equal to one increment in his/her present rank and one increment in the next rank figured on the salary schedule for the year in which the promotion will take effect.

Step #3: Round that figure to the nearest salary in the new rank on the salary schedule for the year in which the promotion will take effect.

C. Overload payments shall be made on the basis of the following schedule. Payment will be made on an annual basis by March 1 of each calendar year.

	<u>Per Credit Hour</u>	
Assistant Instructor and Instructor	\$200	4
Assistant and Associate Professor	225	5
Professor	250	6

D. Summer school payments shall be made on the basis of the following schedule:

	<u>Per Credit Hour</u>	
Assistant Instructor and Instructor	\$325	10
Assistant and Associate Professor	350	11
Professor	375	12

SAUK VALLEY COLLEGE

22.3 1984-85 INSTRUCTIONAL SALARY SCHEDULE

EFFECTIVE FALL SEMESTER 1984

9 MONTHS ONLY

Step	Assistant Instructor	Instructor	Assistant Professor	Associate Professor	Professor
1	12863	13981	16187	18330	20847
2	13350	14524	16814	19042	21635
3	13737	14967	17341	19654	22323
4	14124	15410	17868	20266	23011
5	14511	15853	18395	20878	23699
6	14898	16296	18922	21490	24387
7	15285	16739	19449	22102	25075
8	15672	17182	19976	22714	25763
9	16059	17625	20503	23326	26451
10	16446	18068	21030	23938	27139
11	16833	18511	21557	24550	27827
12	17220	18954	22084	25162	28515
13	17607	19397	22611	25774	29203
14	17994	19840	23138	26386	29891
15	18381	20283	23665	26998	30579
16			24192	27610	31267
17			24719	28222	31955
18					32643

387\*

443\*

527\*

612\*

688\*

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

\*Constant Step Amount

ARTICLE XXIII

Effect of This Agreement

23.1	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.	3
23.2	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 Community 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.	6

ARTICLE XXIV

Duration of Agreement

24.1 This Agreement shall be effective at such time as it is ratified by both  
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parties and shall continue in effect through the 30th day of June, 1985,  
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provided that Article III and IV of this Agreement shall be  
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terminated only by mutual agreement when negotiations for the following  
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year have not been completed. The Board will continue to recognize the  
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Association as the sole bargaining agent through the steps of mediation,  
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fact-finding and release of the fact-finder's report to the public as  
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provided in Article 4.3.  
10

24.2 Challenge:  
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A. Upon the filing of a petition with the Secretary of the Board,  
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signed by not less than 30% of the members of the Negotiating  
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Unit, requesting a referendum for the purpose of challenging  
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the present Negotiating Unit or requesting that no organization  
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represent the full-time faculty, the Secretary of the Board shall  
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immediately notify the President of the Faculty Association of the  
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filing of such petition by sending by United States mail a written  
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notification of such filing with a copy of such petition. The  
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Association may file objections to the petition with the Secretary  
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of the Board within 7 days of the receipt of such notification.  
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Within 14 days after receipt of any objections, the Board shall  
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hold a hearing and make a determination as to the validity of the  
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petition. If the Board finds such petition to be valid, the  
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referendum shall be held within 14 days after the determination of  
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validity. A petition requesting a referendum may be filed only  
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between the 15th day of September and the first day of November in  
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any year and no more than one petition will be accepted in any  
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calendar year. The cost of conducting any referendum ordered by  
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the Board shall be borne by the Board and the ballots used in any  
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referendum shall include "No Representative" as an alternative  
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choice.  
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B. Upon certification of the results of any referendum, the Board of  
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Trustees shall declare the organization receiving the majority of  
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the votes cast at such referendum as the exclusive representative  
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of the full-time faculty eligible for membership in a bargaining  
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unit, or if the majority of the votes cast are for "No  
37  
Representative", the Board shall not recognize any representative  
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for at least 12 months after the termination date of this  
39  
Agreement.  
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C. Nothing contained herein shall require duties or attendance at the  
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College beyond the date required in the individual employment  
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agreement.  
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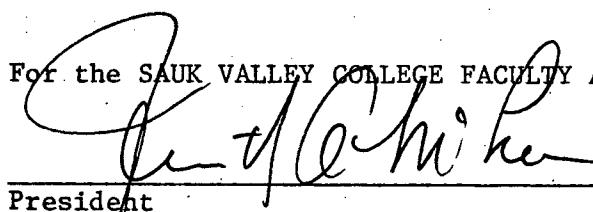
ARTICLE XXV

Acceptance

25.1 This Agreement is signed and adopted this thirteenth day of August, 1984.

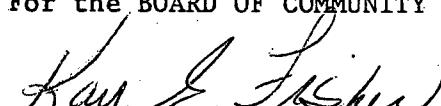
IN WITNESS WHEREOF:

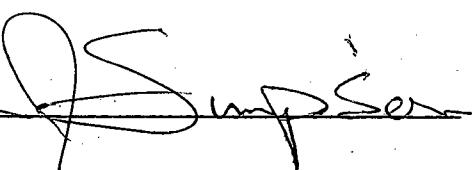
For the SAUK VALLEY COLLEGE FACULTY ASSOCIATION

  
President

  
Secretary

For the BOARD OF COMMUNITY COLLEGE DISTRICT NO. 506

  
President

  
Secretary

1984 AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN  
DR. WILLIAM H. GARNER AND  
THE BOARD OF JUNIOR COLLEGE DISTRICT NO. 506,  
COUNTIES OF WHITESIDE, LEE, OGLE, HENRY, BUREAU AND CARROLL  
STATE OF ILLINOIS

WHEREAS, an Employment Agreement was made in June, 1980 by and between the Board of Trustees of Sauk Valley College (hereinafter "Board"), and Dr. William H. Garner (hereinafter "President"), which has heretofore been amended from time to time; and

WHEREAS, Board at its regularly scheduled meeting on August 13, 1984, negotiated an appropriate amendment to the Agreement with President, and upon roll call vote adopted its resolution authorizing the Chairman and Secretary of the Board to execute on its behalf this Amendment to the Employment Agreement employing the President on the terms and conditions hereinafter set forth, and

WHEREAS, the President is willing to enter into and execute this Amendment to the Employment Agreement,

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Board and President agree that the following amendment to the employment contract is made:

Clause 6 of the contract is amended as follows:

"The Board shall pay President an annual salary of \$54,788.00 for the contract years commencing July 1, 1984 through June 30, 1987. Said annual salary rate shall be paid to the President in installments in accordance with the usual and customary payment practices of the Board. Unless mutually agreed between the Board and President, the Board shall not reduce said annual salary rate below said amount. Nothing herein shall be deemed to prohibit the Board, in its discretion, from increasing the

President's annual salary prospectively at any time during the term of this agreement, or during any extension or renewal hereof."

Except for the amendment herein agreed upon, the Employment Agreement entered into between the President and the Board in June, 1980, as heretofore amended, remains in full force and effect.

Board of Trustees of Junior College  
District No. 506, Counties of Whiteside,  
Lee, Ogle, Henry, Bureau and  
Carroll, State of Illinois

By \_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Dr. William H. Garner

EMPLOYMENT AGREEMENT  
BETWEEN

DR. WILLIAM H. GARNER

and

THE BOARD OF JUNIOR COLLEGE  
DISTRICT NO. 506, COUNTIES  
OF WHITESIDE, LEE, OGLE, HENRY  
BUREAU AND CARROL,  
STATE OF ILLINOIS

EMPLOYMENT AGREEMENT  
BETWEEN  
DR. WILLIAM H. GARNER  
and  
THE BOARD OF JUNIOR COLLEGE  
DISTRICT NO. 506, COUNTIES  
OF WHITESIDE, LEE, OGLE, HENRY  
BUREAU AND CARROL,  
STATE OF ILLINOIS

WITNESSETH, This Agreement made and entered into this \_\_\_\_ day of June, 1980, by and between the BOARD OF TRUSTEES OF SAUK VALLEY COLLEGE, hereinafter "Board", and WILLIAM H. GARNER, (hereinafter "President"):

WHEREAS, Board at its regularly scheduled meeting on March 24, 1980, upon roll call vote, duly adopted its Resolution authorizing the Chairman and Secretary of Board to execute on its behalf this Employment Agreement, employing President under the terms and conditions hereinafter set forth, and

WHEREAS, President is willing to enter into and execute this Employment Agreement under and pursuant to such terms and conditions, and

WHEREAS, Board and President mutually desire that the President be provided with this written Employment Agreement for and in respect to President's position as President of Sauk Valley College to enhance administrative stability and in order that the parties hereto may define herein their mutual rights, obligations and duties, each to the other,

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Board and President agree as follows:

1. EMPLOYMENT AND TERM

Board hereby employs William H. Garner as President of the College for a term commencing July 1, 1980, and continuing until June 30, 1983.

2. POWERS AND DUTIES

The President shall be and remain the Chief Executive of the College, throughout the term hereof, or any extension or renewal hereof, and as such Officer act for and on behalf of the Board and under its direction in the performance of his duties of overall administration of the College.

The President's duties and powers shall include those provided by law, those set forth in the written policy now in force and as adopted by the Board from time to time. Throughout the term of any extension or renewal hereof, the President

shall have such other and further powers, responsibilities and duties as the Board may from time to time direct, subject to the terms and conditions of this Agreement.

3. REAPPOINTMENT

Notice of intent not to renew this contract must be given by either party in writing at least one (1) year before the expiration date. Failure to serve notice of intent not to renew shall extend this contract for one (1) additional year. The parties may extend this agreement with or without modification of its terms for an additional term at the end of any one year.

4. EXTENT OF SERVICES

The President shall devote his full time, attention and energies to the business of the college, and shall not during the term of this agreement or any renewal or extension hereof be engaged in any other business activity or accept any commitment outside his role as President which interferes with his duties and responsibilities or adversely affects his proficiency as Chief Executive of the college.

5. NON-RENEWAL OR TERMINATION OF EMPLOYMENT

Notwithstanding anything to the contrary contained in this Agreement, the President's employment may be terminated for one or more of the following reasons:

A. Resignation.

Honorable resignation or termination of employment by mutual written agreement of the parties. The acceptance of the President's written resignation by the Board pursuant to duly adopted Resolution, shall be deemed to constitute Honorable Termination of Employment hereunder.

B. Disability.

Total disability for a period of ninety (90) consecutive days after exhaustion of available paid sick leave shall be a basis for termination of employment.

The term "total disability" means sickness or illness, regardless of cause, physical or mental, which results in the President being substantially unable to effectively perform his duties as President and his duties pursuant to this Agreement. President shall submit to physical or mental examination or both at the request of the Board, provided that such examinations shall

be performed by persons licensed as medical doctors.

C. Death of the President.

The Board-President relationship shall be deemed to have terminated upon the death of the President, during the term hereof or any extension or renewal hereof.

D. Discharge for Cause.

The President may be discharged for cause by the Board. A discharge for cause shall be deemed a dismissal of the President for conduct which is seriously prejudicial to the College, and may include, without limitation, incompetency, violation of law, material breach of this Agreement, cruelty, negligence, immorality, or for other sufficient reason or cause under the laws of the State of Illinois. Upon a majority vote of the Board to dismiss for cause, the President shall be given written notice of the Board's decision. The President shall be entitled to appear before the Board to discuss the notice of his dismissal. Such meeting may be in public session or executive session, at the option of the Board.

6. PRESIDENT'S SALARY

Board shall pay President an annual salary of Forty-five Thousand and 00/100 Dollars (\$45,000.00) for the contract years commencing July 1, 1980 through June 30, 1983. Said annual salary rate shall be paid to the President in installments in accordance with the usual and customary payment practices of the Board. Unless mutually agreed between the Board and President, the Board shall not reduce said annual salary rate below said \$45,000.00 amount. Nothing herein shall be deemed to prohibit the Board, in its discretion, from increasing the President's annual salary prospectively at any time during the term of this Agreement, or during any extension or renewal hereof.

7. PRESIDENT'S BENEFITS IN ADDITION TO SALARY

A. Holidays. The President shall be entitled to be absent from the performance of his duties during all holidays declared by the Board or scheduled by the State of Illinois in respect to Community Colleges throughout the State.

B. Vacation Benefits. The President shall receive paid vacation equal to that provided the Deans, but not less than twenty-four (24) days per each contract year.

The President agrees to consult with the Board in respect to the particular date or dates he intends to utilize such vacation benefits, through the term of this Agreement, or any extension or renewal hereof.

C. Dues, Fees. Board shall pay President's membership dues and

charges to appropriate educational associations or organizations, as well as his membership dues and fees for and in respect to his membership in such other local, community, State or National clubs or organizations which the Board and President mutually deem necessary or advisable that President join in order to enhance or improve his community or professional skills and relationships.

D. Conference, Conventions, etc. The President may attend educational conferences, conventions, courses, seminars and other similar professional growth activities. Appropriate expenses shall be reimbursed in accordance with Board policy. Attendance at such conferences shall not be construed as vacation time.

E. President's Moving Expenses. Board shall pay or reimburse President for his and his family's moving expenses to the extent the same shall be incurred, in respect to the cost and expense of a professional moving company transporting his and his family's household goods, furniture, appliances and the like, from Grayslake, Illinois to his initial place of residence within the College District.

In this regard, President shall use good faith efforts to obtain a minimum of three (3) estimates from moving companies, (one of which shall be, if possible, a Company having its offices and facilities within this District). The President shall submit such estimates to the Board prior to his contracting with any such Company.

Board's obligation to pay or reimburse the President for such moving expense shall not exceed the lowest of the three (3) said estimates, or the actual cost thereof, whichever amount shall be lower.

F. Automobile and Related Expenses. The Board shall pay the President an automobile expense allowance of Three Hundred and 00/100 Dollars (\$300.00) per month, for and in respect to his use of his personal automobile while on College business.

Payment of such allowance shall be made to President monthly.

The Board shall also reimburse the President for his purchase of gasoline required by the performance of his duties hereunder on behalf of the Board. Appropriate vouchers shall be submitted monthly for such reimbursement.

G. Insurance, Sick Leave, Privileges, etc. The President shall be allowed such other privileges, leaves, health leave, and insurance and fringe benefits not specifically enumerated as are commonly extended to all other administrative personnel.

#### 8. EVALUATION OF PRESIDENT

At least once each contract year, Board and President shall meet for the

purpose of review of the past year's administration of the College and the role of the President in the future course and goals of the College.

9. NOTICES

Any notice required or permitted under the terms of this agreement shall be written and may be served personally or by prepaid certified or registered mail. If served by mail, it shall be addressed to his residence in the case of the President, or to the Chairman of the Board of the College, at his or her residence, in the case of the Board. Any notice shall be deemed to have been delivered within ninety-six hours after having been deposited in a United States Post Office located within the College District.

10. MISCELLANEOUS

A. Paragraph headings and numbers have been inserted for convenience of reference only, and if there shall be any conflict between any such heading or numbers and the text of this Agreement, the text shall control.

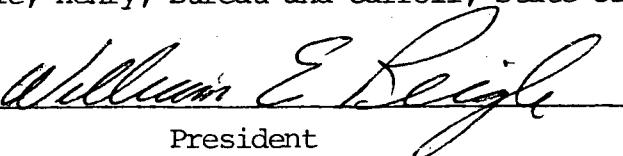
B. This Agreement may be executed in one or more counterparts, each of which shall be considered an original, and all of which taken together shall be considered one and the same instrument.

C. This Agreement contains all of the terms agreed upon by the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, arrangements and communications between the parties concerning such subject matter whether oral or written.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names and in the case of the Board, by its Chairman and Secretary, on the day and year first written above.

  
President

THE BOARD OF TRUSTEES OF JUNIOR COLLEGE  
DISTRICT NO. 506, Counties of Whiteside, Lee,  
Ogle, Henry, Bureau and Carroll, State of IL

By   
President

ATTEST:

  
Secretary - Board of Trustees

RESOLUTION

WHEREAS, the Board in regular session at its June, 1981 meeting, directed the Chairman of the Board to negotiate an extension of the employment agreement between Dr. William H. Garner and the Board of Community College District No. 506, Counties of Whiteside, Lee, Ogle, Henry and Bureau, State of Illinois, and

WHEREAS, the Chairman has now done so in a form satisfactory to the Board and Dr. William H. Garner,

IT IS RESOLVED:

The Chairman and Secretary of the Board are authorized to execute the amendments to the employment contract with Dr. William H. Garner, in the form attached as Exhibit "A" on behalf of the Board and to take all other actions necessary to carry out the terms and purposes of this resolution.

RESOLUTION APPROVED this 27<sup>th</sup> day of July, 1981.

AYES:

NAYS:

EXHIBIT "A"

AMENDMENTS TO EMPLOYMENT AGREEMENT BETWEEN  
DR. WILLIAM H. GARNER AND  
THE BOARD OF JUNIOR COLLEGE DISTRICT NO. 506,  
COUNTIES OF WHITESIDE, LEE, OGLE, HENRY, BUREAU AND CARROLL  
STATE OF ILLINOIS

WHEREAS, an Employment Agreement was made on June \_\_\_,  
1980 by and between the Board of Trustees of Sauk Valley  
College, (hereinafter "Board"), and Dr. William H. Garner (her-  
einafter "President"), and

WHEREAS, Board at its regularly scheduled meeting on June  
22, 1981 directed the Chairman to negotiate an appropriate  
extension of the Agreement with President, and

WHEREAS, the Board at its regularly scheduled meeting on  
July 7, 1981, upon roll call vote adopted its resolution author-  
izing the Chairman and Secretary of the Board to execute on its  
behalf this Amendment to the Employment Agreement employing the  
President on the terms and conditions hereinafter set forth,  
and

WHEREAS, the President is willing to enter into and exe-  
cute this Amendment to the Employment Agreement,

NOW, THEREFORE, in consideration of the premises and for  
other good and valuable consideration, the receipt of which is  
hereby acknowledged, the Board and President agree as follows:

1. That the following amendments to the employment con-  
tract are made:

A. That Clause I of the Employment Agreement  
between the President and the Board is amended to read as  
follows:

"The Board hereby employs William H. Garner as President of the  
College for a term commencing July 1, 1981, and continuing until  
June 30, 1984."

B. Clause 6 of the contract is amended as  
follows:

"The Board shall pay President an annual salary of \$48,500.00  
for the contract years commencing July 1, 1981 through June 30,  
1984. Said annual salary rate shall be paid to the President  
in installments in accordance with the usual and customary pay-  
ment practices of the Board. Unless mutually agreed between

the Board and President, the Board shall not reduce said annual salary rate below said \$48,500.00 amount. Nothing herein shall be deemed to prohibit the Board, in its discretion, from increasing the President's annual salary prospectively at any time during the term of this agreement, or during any extension or renewal hereof."

C. Clause 7 (f) is amended to read as follows:

"The Board shall pay the President an automobile expense allowance of \$250.00 per month, for and in respect to his use of his personal automobile while on College business. The payment of such allowance shall be made to the President monthly. The Board shall also reimburse the President for his purchase of gasoline required by the performance of his duties hereunder on behalf of the Board. Appropriate vouchers shall be submitted monthly for such reimbursement."

D. Paragraph 7 (g) is amended to read as follows:

"Insurance, Sick Leave, Privileges, Etc. The President shall be allowed such other privileges, leaves, health leave and insurance and fringe benefits not specifically enumerated as are commonly extended to all other administrative personnel. In addition, the College shall pay a premium on life insurance on the life of the President in an amount not to exceed \$1,275 annually, upon presentation of appropriate premium statements."

2. Except for the amendments herein agreed upon, the Employment Agreement entered into between the President and the Board on June       , 1980, remains in full force and effect.

Board of Trustees of Junior  
College District No. 506,  
Counties of Whiteside, Lee, Ogle,  
Henry, Bureau and Carroll, State  
of Illinois

By \_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Dr. William H. Garner

AMENDMENTS TO EMPLOYMENT AGREEMENT BETWEEN  
DR. WILLIAM H. GARNER AND  
THE BOARD OF JUNIOR COLLEGE DISTRICT NO. 506,  
COUNTIES OF WHITESIDE, LEE, OGLE, HENRY, BUREAU AND CARROLL  
STATE OF ILLINOIS

WHEREAS, an Employment Agreement was made on June \_\_\_,  
1980 by and between the Board of Trustees of Sauk Valley College,  
(hereinafter "Board"), and Dr. William H. Garner (hereinafter  
"President"), and

WHEREAS, Board at its regularly scheduled meeting on  
September 27, 1982 negotiated an appropriate extension of the  
Agreement with President, and

WHEREAS, the Board at its regularly scheduled meeting  
on September 27, 1982, upon roll call vote adopted its resolution  
authorizing the Chairman and Secretary of the Board to execute on  
its behalf this Amendment to the Employment Agreement employing  
the President on the terms and conditions hereinafter set forth,  
and,

WHEREAS, the President is willing to enter into and  
execute this Amendment to the Employment Agreement,

NOW, THEREFORE, in consideration of the premises and  
for other good and valuable consideration, the receipt of which is  
hereby acknowledged, the Board and President agree as follows:

1. That the following amendments to the employment contract are made:

A. That Clause I of the Employment Agreement between the President and the Board is amended to read as follows:

"The Board hereby employs William H. Garner as President of the College for a term commencing July 1, 1982, and continuing until June 30, 1986."

B. Clause 6 of the contract is amended as follows:

"The Board shall pay President an annual salary of \$51,895.00 for the contract years commencing ~~October~~ 1, 1982 through June 30, 1986. Said annual salary rate shall be paid to the President in installments in accordance with the usual and customary payment practices of the Board. Unless mutually agreed between the Board and President, the Board shall not reduce said annual salary rate below said \$51,895.00 amount. Nothing herein shall be deemed to prohibit the Board, in its discretion, from increasing the President's annual salary prospectively at any time during the term of this agreement, or during any extension or renewal hereof."

C. Clause 7(f) is amended to read as follows:

"The Board shall pay the President an automobile expense allowance of \$300.00 per month, for and in respect to his use of his personal automobile while on College business. The payment of such allowance shall be made to the President monthly. The Board shall also reimburse the President for his purchase of gasoline required by the performance of his duties hereunder on behalf of the Board. Appropriate vouchers shall be submitted monthly for such reimbursement."

2. Except for the amendments herein agreed upon, the Employment Agreement entered into between the President and the Board on June       , 1980, remains in full force and effect.

Board of Trustees of Junior College  
District No. 506, Counties of Whiteside, Lee, Ogle, Henry, Bureau and Carroll, State of Illinois

By \_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Dr. William H. Garner

SAUK VALLEY COLLEGE

RESOLUTION

WHEREAS, the Board in regular session on September 26, 1982 has now negotiated an extension of the employment agreement between Dr. William H. Garner and the Board of Community College District No. 506, Counties of Whiteside, Lee, Ogle, Henry, and Bureau, State of Illinois,

IT IS RESOLVED:

The Chairman and Secretary of the Board are authorized to execute amendments to the employment contract with Dr. William H. Garner, providing for a 7 per cent increase in salary, an extension of the contract through June 30, 1986, and an increase of \$50.00 per month in car allowance.

RESOLUTION APPROVED this 27th Day of September, 1982.

AYES:

NAYS:

AMENDMENTS TO EMPLOYMENT AGREEMENT BETWEEN  
DR. WILLIAM H. GARNER AND  
THE BOARD OF JUNIOR COLLEGE DISTRICT NO. 506,  
COUNTIES OF WHITESIDE, LEE, OGLE, HENRY, BUREAU AND CARROLL  
STATE OF ILLINOIS

WHEREAS, an Employment Agreement was made in June, 1980 by and between the Board of Trustees of Sauk Valley College (hereinafter "Board"), and Dr. William H. Garner (hereinafter "President"), and

WHEREAS, Board at its regularly scheduled meeting on July 25, 1983, negotiated an appropriate extension of the Agreement with President, and

WHEREAS, the Board at its regularly scheduled meeting on July 25, 1983, upon roll call vote adopted its resolution authorizing the Chairman and Secretary of the Board to execute on its behalf this Amendment to the Employment Agreement employing the President on the terms and conditions hereinafter set forth, and

WHEREAS, the President is willing to enter into and execute this Amendment to the Employment Agreement,

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Board and President agree as follows:

1. That the following amendments to the employment contract are made:

A. That Clause I of the Employment Agreement between the President and the Board is amended to read as follows:

"The Board hereby employs William H. Garner as President of the College for a term commencing July 1, 1982, and continuing until June 30, 1987."

B. Clause 6 of the contract is amended as follows:

"The Board shall pay President an annual salary of \$                    for the contract years commencing July 1, 1983 through June 30, 1987. Said annual salary rate shall be paid to the President in installments in accordance with the usual and customary payment practices of the Board. Unless mutually agreed between the Board and President, the Board shall not reduce said annual salary rate below said amount. Nothing herein shall be deemed to prohibit the Board, in its discretion, from increasing the President's annual salary prospectively at any time during the term of this agreement, or during any extension or renewal hereof."

2. Except for the amendments herein agreed upon, the Employment Agreement entered into between the President and the Board in June, 1980, remains in full force and effect.

Board of Trustees of Junior College  
District No. 506, Counties of Whiteside, Lee, Ogle, Henry, Bureau and Carroll, State of Illinois

By \_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Dr. William H. Garner