

815 / 288-5511



173 IL ROUTE 2
DIXON, IL 61021-9110

Office of the Secretary to the
SVCC Board of Trustees

Date: 12-19-90

PUBLIC NOTICE OF MEETING

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

WHO: Board of Trustees, District #506

WHEN: Friday, December 21, 1990

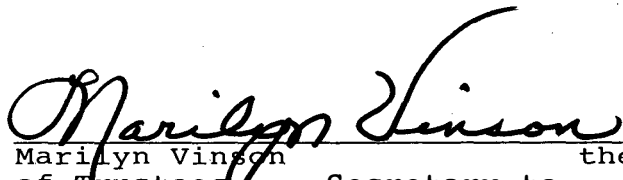
TIME: 12:30 p.m.

WHERE: Third Floor Board Room

TYPE: Open and Executive

PURPOSE: Collective Negotiating Matters

AGENDA: Above


Marilyn Vinson, Secretary to the Board
of Trustees, District #506

SAUK VALLEY COMMUNITY COLLEGE BOARD OF TRUSTEES MEETING MINUTES

December 21, 1990

The Board of Trustees of Sauk Valley Community College met in special meeting at 12:30 p.m. on December 21, 1990 in the third floor Board Room of Sauk Valley Community College, 173 Illinois Route #2, Dixon, Illinois.

Call to Order: Chair Simpson called the meeting to order at 12:30 p.m. and the following members answered roll call:

Edward Andersen	Thomas Densmore
Richard Groharing	Joe McDonald
B.J. Wolf	William Yemm
William Simpson	Jeff Munson

SVCC Staff: President Richard L. Behrendt
Vice President John Sagmoe
Vice President Virginia Thompson
Director Kristin Olsen
Secretary to the Board Marilyn Vinson

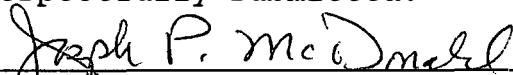
Executive Session: At 12:31 p.m. it was moved by Member Andersen and seconded by Member Groharing that the Board adjourn to executive session to discuss collective negotiating matters. In a roll call vote, all voted aye. Motion carried. Student Trustee Munson advisory vote: aye.

Regular Session: The Board returned to regular session at 12:55 p.m.

Faculty Association Contract It was moved by Member Andersen and seconded by Member Groharing that the Board approve the attached faculty contract as presented. In a roll call vote, all voted aye. Motion carried. Student Trustee Munson advisory vote: aye.

Adjournment: Since the scheduled business was completed, it was moved by Member Andersen and seconded by Member Densmore that the Board adjourn. In a roll call vote, all voted aye. Motion carried. Student Trustee Munson advisory vote: aye. The Board adjourned at 12:57 p.m.

Respectfully submitted:


Joseph McDonald, Secretary

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

APPROVED:

December 21, 1990

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PREAMBLE

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

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

15 The Board recognizes that teaching is a profession requiring
16 specialized educational qualifications, and both parties acknowledge
17 the fact that the success of the educational program in
18 the District depends in part upon the maximum utilization of the
19 abilities of the professional instructional staff. As evidence of
20 its acceptance of the professional rights and responsibilities of
21 instructors, the Association has endorsed the Code of Ethics of
22 the Education Profession as adopted by the 1975 Representative
23 Assembly of the National Education Association. Both parties
24 agree to comply with the Illinois Educational Labor Relations Act
25 (HB-1530).

ARTICLE I

Recognition

- 1.1 The Board recognizes the Sauk Valley Community 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 Vice Presidents, 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 1.9 Through the President's Office, a copy of the proposed official
2 calendar shall be made available to the faculty for their input prior
3 to Board adoption.

ARTICLE II

Procedures

2.1 Obtaining Objectives:

- 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.
- B. The following concepts are inherent in the phrases "good faith negotiations":
 - 1. Each group will deal with the chosen representatives of the other.
 - 2. Each group will deal with the other honestly and in a bona-fide effort to reach agreement.
 - 3. Each group will meet at reasonable times and places in order to facilitate negotiations.
 - 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.
 - 5. Each party to this agreement recognizes that the making of a proposal does not necessarily require a counter-proposal from the opposite party.
- 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.

Representation:

- 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.
- 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.
- C. Costs of consultants chosen by either party shall be paid

1 by that party. The costs for the mediator, the fact-finder,
2 or any costs incidental to the mediation and fact-finding
3 procedures as hereinafter provided for shall be shared equally
4 by the Board and the Association.

5 2.3 Subject of Negotiations:

- 6 A. The Association and the Board agree that negotiations in good
7 faith will encompass the following items:
- 8 1. Negotiation Procedures
 - 9 2. Grievance Procedures
 - 10 3. Matters affecting wages, hours, and other terms and
11 conditions of employment
 - 12 4. Other mutually agreed upon matters

13 2.4 Date for Initiating Negotiations:

14 Negotiations for a new agreement shall begin not later than
15 March 1 nor prior to February 15 of the year in which this agreement
16 is to terminate.

17 2.5 Directing Requests:

- 18 A. Requests from the Association for meetings of the negotiating
19 teams shall be made in writing directly to the Chairman of the
20 Board. Requests from the Board shall be made in writing
21 directly to the President of the Association. Requests shall
22 be accompanied by an agenda of the items to be considered.
23 Within ten days of the date of mailing the request, a mutually
24 convenient time and place for a meeting shall be established.
25 The meeting shall take place within fifteen (15) days after the
26 mailing of the request.
- 27 B. Additional meetings may be agreed upon by the negotiating teams
28 to enable them to complete consideration of agenda items.
29 Every effort shall be made to schedule meetings so as to avoid
30 conflicts with college duties of Association representatives
31 or with the duties or responsibilities of the Board's
32 representatives.

33 2.6 Exchange of Information:

34 The Association shall be furnished, on request of its President or
35 its duly authorized representatives, all regularly and routinely
36 prepared information concerning the financial condition of the
37 College, including annual financial audit and tentative adopted
38 budget. In addition, the Board and Administration will grant the
39 reasonable requests of the President or of the duly authorized
40 representatives of the Association for any other readily available
41 and pertinent information which may be relevant to negotiations
42 and/or grievances. Nothing herein shall require the central
43 administrative staff or members of the bargaining unit to research
44 and assemble information. The Association shall furnish copies of
45 pertinent information as reasonably requested by the Chairman of
46 the Board or its duly authorized representatives.

ARTICLE III

Agreement

- 3.1 When tentative agreement is reached on all matters being negotiated, it shall be reduced to writing and submitted to the Association membership and the full Board of the College for ratification. It shall be signed by the Chairman or President and the Secretary of the respective parties. This Agreement shall be a part of and incorporated by this reference in the individual contract or statement of conditions of service submitted to employees, and said individual contract shall contain no provisions contrary to the provisions of this Agreement. The Agreement shall not discriminate against any member of the negotiating unit, regardless of membership or non-membership in the Association.
- 3.2 Copies of the ratified Agreement shall be available to all members of the bargaining unit, and one dozen (12) copies will be delivered to the President of the Faculty Association.

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.

4.2 Mediation:

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.

4.3 Fact-Finding:

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.

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 position relating to any matter under investigation by or at issue before the fact-finder.

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/her selection. Any finding of fact and recommended terms of settlement shall be submitted in writing to both parties.

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.

ARTICLE V

No-Strike Clause

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

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 Community College in accordance with provisions of HB-1710, 74th Illinois General Assembly.
- 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 12 standards:
 - 1. Illinois Community College Board, Manual of Policies, Procedures, and Guidelines.
 - 2. The regional and national accreditation standards for higher education in general and for community colleges in particular.
 - 3. The requirements of such other governing or regulatory agencies from which the College must seek approval for programs and/or funds.

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 31 faculty load hours for 1990-91 and 30 faculty load hours beginning with 1991-92 may be assigned for the academic year without overload compensation. Load hours for workload will be determined allowing 1 load hour for each lecture hour and .75 load hours for each laboratory hour. Faculty will not receive load hours for workload assumed or supervised by paraprofessionals/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 seven (7) office hours per week beginning with the 1991 spring semester.
- 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 31 faculty load hours for the 1990-91 academic year and 30 faculty load hours beginning with the 1991-92 academic year. Any faculty member may have the option of accepting or refusing an overload of more than two (2) load hours.
- 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 4:00 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.

- 1 D. Workload for full-time faculty (other than full-time teaching
2 staff) eligible for membership in the Sauk Valley Community
3 College Faculty Association shall be 37 hours per week.
4 Any instructional duties assigned will be on an overload basis,
5 with the exception of counselors teaching Student Development
6 classes (e.g., Psychology 100), as part of their 37 hours per
7 week. Instructional duties for the counselors be
8 assigned on the basis of two (2) hours released time for a one
9 (1) semester credit hour course taught.
- 10 E. Teaching assignments of extension courses may be considered
11 part of the faculty member's normal workload. Full-time
12 faculty members may volunteer to teach extension courses.
13 An extension course is defined to be any off-campus course
14 that can be applied toward an Associate Degree or Career
15 Certificate or is part of the Adult Education or Academic
16 Skills Program. Selection and assignment of faculty members
17 to extension courses is the responsibility of the Dean
18 of Health and Community Services, based upon consultation with
19 the faculty member's appropriate Dean. Those full-time faculty
20 members assigned in extension courses shall accomplish their
21 instruction during the regularly scheduled fall and spring
22 semesters.
- 23 F. Full-time faculty may volunteer to teach community service
24 courses. These courses shall not be considered part of the
25 faculty member's normal workload or overload. A community
26 service course is defined, for the purpose of this contract,
27 as a non-credit or general studies credit course. Faculty
28 teaching community service courses will be reimbursed at the
29 community service rate.
- 30 G. Full-time faculty shall be reimbursed for off-campus travel
31 at the current college rate for travel to and from courses
32 that are taught as part of regular load/overload.

ARTICLE VII

Tenure

7.1 Tenure Definition:

Tenure is hereby defined as the continued contractual appointment to a professional position of employment at Sauk Valley Community 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.

7.2 Tenure Schedule:

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 three years of full-time professional service at Sauk Valley Community 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 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.

7.3 Approval Procedure:

Tenure will be granted upon recommendation of the President of the College with specific Board approval required in each individual case. One additional probationary year may be approved by the President upon recommendation of the appropriate Vice President. In such a case, 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.

7.4 Dismissal for Cause:

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

- A. Inadequate performance of duties
- B. Willful and continuous neglect of duties
- C. Unprofessional conduct
- D. Violation of official college policies

1 E. Moral turpitude

2 F. Unjustifiable insubordination

3 G. Physical or mental incapacity

4 7.5 Other Reasons for Termination:

5 A. Age: Tenure shall expire automatically and without notice
6 upon completion of the contract year in which the 70th birthday
7 of a tenured staff member occurs. Employment after 70, if any,
8 shall be on either a temporary or an annual contract basis.

9 B. Budget or Program Retrenchment: The services of any member of
10 the faculty may be terminated in the event of the need for
11 financial or program retrenchment.

12 1. Members of the department in which the retrenchment is
13 being considered shall be consulted in a department
14 meeting held no later than 30 days prior to any Board
15 action on the retrenchment.

16 2. Within 14 days after said meeting, representatives
17 elected from the affected department shall file with the
18 President the opinions of said department.

19 3. The President will forward the department's opinion
20 to the Board prior to any Board action on the matter.

21 4. Notification of termination shall be given as soon
22 as the need for retrenchment is apparent, but, in any
23 case, not later than February 1 of the contract year.
24 Termination shall be made at the end of the contract
25 year.

26 5. Employees affected shall be given five (5) school days
27 advance notice before the Board acts on administrative
28 recommendations on the above.

29 In the event that staff retrenchment is indicated by the
30 Board, to the maximum extent possible, except where
31 program continuation comes under jeopardy, seniority
32 shall be given the greatest weight in all matters
33 involving a reduction in force. In addition to
34 seniority, the Board shall judge the employees affected
35 on the basis of demonstrated instructional proficiency
36 (including evaluation procedures), and educational
37 training and background. Where these other factors are
38 relatively equal, seniority shall prevail.
39 Seniority shall be defined as years of continuous full-
40 time service (including approved leaves of absence) at
41 Sauk Valley Community College, beginning with the date
42 of Board approval of initial contract.

43 7.6 Positions which have been vacated for program or budget retrenchment
44 shall not be filled within two years. Should course offerings
45 become available in the area of retrenchment, said offerings must
46 first be offered to the retrenched person. The retrenched employee
47 must notify the College of his/her intent to accept the position
48 within 14 calendar days after the receipt of offer.

- 1 7.7 The College will pay the individual covered under this contract
2 \$500 plus \$100 for each academic year of services to the
3 institution should said individual be terminated for program
4 or budget retrenchment.
- 5 7.8 During his/her final semester of employment, the individual to
6 be retrenched will be provided four hours of released time.

ARTICLE VIII

Academic Freedom

- 8.1 It is the policy of Sauk Valley Community 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.
- 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.

ARTICLE IX

Criteria for Placement and Promotion
of Professional Staff

9.1 All faculty shall have academic rank.

9.2 Specific Minimum Requirements for Placement of Instructional Staff:

A. The instructional staff is classified into four groups:

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

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 and may include part-time instructional experience. One year of credit is given for each two years of clinical and work experience in determining placement on the schedule.

A. 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:

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.

B. 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:

1. A bachelor's degree and 30 semester hours of 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.

C. Associate Professor: A master's degree in the field of

specialization or a master's degree with a graduate major in the teaching 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.

D. 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 Vice President for promotion.

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

The specific minimum requirements for selection of instructional staff as set forth in Section 9.1 of this Article are minimum

1 requirements for promotion and shall be considered with the general
2 requirements set forth in this paragraph for promotion of faculty
3 members.

4 9.5 Credit hours used for promotional purposes shall be accumulated
5 based upon the following criteria:

6 A. Undergraduate and graduate credits from an established
7 institution of higher education.

8 1. Such course work shall be approved by the appropriate
9 Vice President prior to enrollment in the class.

10 2. Such course credits shall be related to the faculty
11 member's actual or intended employment at Sauk Valley
12 Community College and toward improvement of his/her
13 employment capacity.

14 B. Credit shall be granted for non-credit seminars, symposiums,
15 and workshops on the ratio of 1 credit equal to 15 hours of
16 actual contact experience.

17 1. Such instruction shall be approved by the appropriate
18 Vice President prior to enrollment.

19 2. Such credit shall be related to the faculty member's
20 actual or intended employment at Sauk Valley Community
21 College and toward improvement of his/her employment
22 capacity.

23 C. Any future professional or occupational activity applicable
24 to the instructional assignment may, upon prior approval,
25 be granted creditable hours toward rank or experience
26 advancement.

27 9.6 Promotion of faculty may be made by the Board of Trustees upon
28 the recommendation of the appropriate Vice President and the
29 President of the College, and is at the sole discretion of the
30 Board of Trustees. The acquisition of credits and necessary
31 experience is only one criterion to determine eligibility for
32 promotion.

ARTICLE X

of

10.1 Appointments to the faculty shall be in one of three categories:
term, or

A. A appointment shall be an appointment for an unspecified period and may be terminated at any time. Temporary appointments ordinarily are for part-time service, voluntary service, or for periods of less than one year.

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

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

ARTICLE XI

Evaluation Policies

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 Vice President 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.

ARTICLE XII

Evaluation Procedures

12.1 The evaluation of a faculty member's performance will include annual collection of data related to:

- A. Classroom teaching
- B. Professional growth
- C. Academic growth
- D. College service
- E. Service to students
- F. Service to community

12.2 The components of the evaluation of a faculty member's performance will include the following:

- A. Classroom Observation
 - 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:
 - (a) Promotional considerations
 - (b) Question of adequate performance of duties
 - 2. Term faculty will be observed no less than once each academic year.
- B. Self-evaluation which summarizes accomplishments for the past year and outlines plans and goals for the next year in the areas of instruction, service to students, professional development, and contributions to the department, the College, the community, and the profession.
- 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.
- D. An annual recommendation to the President of the College regarding the faculty member, from his/her supervisor.

1 12.3 When new evaluation forms are developed, the Administration shall
2 furnish copies to members of the Bargaining Unit prior to final
3 adoption. The members of the Bargaining Unit may submit written
4 responses within twenty (20) calendar days of receipt. Within
5 twenty (20) calendar days thereafter, the Administration shall
6 notify the members of the Bargaining Unit of its disposition of
7 the responses. If new evaluation forms are to be used, copies
8 will be distributed to the faculty at the beginning of the academic
9 year.

ARTICLE XIII

Change in Status

13.1 Annual Review

A. There will be an annual review of the performance and status of each member of the faculty holding a term or appointment. This shall include a conference between the staff member and the appropriate Vice President 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 the approved procedures for faculty evaluation.

13.2 Results of Review

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

1. Retention with normal salary increment
2. Retention with extra salary increment
3. Promotion to a higher rank
4. Termination of service
5. Granting of continuing appointment (tenure)
6. Retention without salary increment
7. Additional education required

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.

13.4 Notification

The appropriate Vice President or other immediate supervisor shall notify each staff member of the recommendation that is being made as a result of the annual review. For a term appointee, this shall be accomplished by February 15, and for a continuing appointee, January 1. (Note Article VII, Section 7.2 on tenure for notification procedure on the granting of continuing appointment). The staff member may then request a meeting with the President, the appropriate Vice President, or other immediate supervisor, to show cause for any inequity in the recommendation. He/she may invite up to two observers of his/her choice to attend the meeting. In any case, within two weeks of the above dates, the staff member will be given written notice by the President of his decision regarding the recommendation. If the recommendation is for option 4, 6, or 7 of Article 13.2A, the staff member may

1 request the Board of Trustees to review his/her case. Such a request
2 must be made within 10 days after the staff member has received
3 written notification of the President's recommendation. The staff
4 member may enlist the assistance of the Association in presenting
5 his/her case to the Board.

6 13.5 The Board shall act on all annual review recommendations not later
7 than March 1 for continuing employees and term employees.

ARTICLE XIV

14.1 "Retraining" of a faculty member means a significant amount of additional academic course work or training so that the faculty member acquires the necessary background to be able to teach courses which the faculty member would not otherwise be competent and qualified to teach. Retraining undertaken pursuant to the terms of this Article may either be on a required basis or on a voluntary basis.

14.2 Required Faculty Retraining

- A. Additional education or training may be required of a faculty member by his/her Vice President. Such requirement shall be based upon the Vice President's evaluation of the educational needs of the College and of the faculty member's department. The Vice President shall take into consideration the faculty member's academic qualifications, experience, and ability to perform the services needed by the College, and, if relevant, the ability of the College to retain highly qualified faculty members who might otherwise be dismissed as a result of a reduction in force.
- B. The Vice President shall meet with the faculty member and discuss the retraining, and the retraining shall be described in the faculty member's retraining plan.
- C. The requirement for additional education or training shall be reviewed by the faculty member's department, and a copy of the retraining plan shall be submitted by the Vice President to the appropriate immediate supervisor. The department shall make a written report to the Vice President either concurring in the requirement or indicating the specific reasons why it is felt the requirement should not be enforced. If the department fails to submit its report to the Vice President within thirty (30) calendar days after receipt of a copy of the Vice President's requirement, the right to review the requirement and make a recommendation thereon is waived.
- D. Implementation of the required retraining shall be described in a written implementation memorandum to the faculty member. The implementation shall take into consideration the other college responsibilities which the faculty member has and will have during the period of retraining.
- E. The reasonableness of the Vice President's decision to require retraining and its implementation may be the subject of a grievance. Any such grievance must be filed within 90 calendar days of written notification of the Vice President's final decision. Failure to file within said period shall constitute a waiver of the right to grieve the matter. Any such grievance shall start with the Board of Trustees Grievance Hearing Committee at Step 3. The scope of review of the required retraining plan by the Board of Trustees Grievance Hearing Committee or by the Arbitrator if the grievance is carried to arbitration, shall be limited to the reasonableness of the Vice President's requirement and its implementation, taking into consideration the educational needs of the College and of the faculty member's department, the faculty member's

1 academic qualifications and experience, the faculty member's
2 other responsibilities to the College, and his/her ability
3 to perform the services required by the College, and, if
4 relevant, the ability of the College to retain a highly
5 qualified faculty member or members who might otherwise be
6 lost as a result of reduction in force. If it is determined
7 that the requirement is unreasonable, it shall be waived,
8 and any salary increment withheld as a result of the faculty
9 member's failure to perform the requirement shall be paid
10 to the faculty member.

11 F. The faculty member's progress in the retraining plan shall
12 be reviewed at the faculty member's Annual Review. In the
13 event any changes are made in the retraining plan or
14 implementation plan to which the faculty member objects, the
15 faculty member must object in writing at the Annual Review
16 and such objection shall be noted in the Annual Review
17 document. He or she shall be entitled to raise an objection
18 by a grievance, but any such grievance not filed within
19 thirty (30) calendar days after the Annual Review shall
20 be considered waived.

21 G. The faculty member shall be given released time with pay -
22 from a full 32 hour teaching, or normal workload for those
23 employed on a 37 hour basis equal to the number of equated
24 credit hours approved by the Vice President and taken
25 by the faculty member as a result of the Vice President's
26 requirement, or the faculty member may be given some other
27 type of additional compensation based on equated hours,
28 provided, however, no additional compensation shall be
29 paid to any faculty member in the form of monetary compen-
30 sation, compensated released time or otherwise, unless
31 such additional compensation is specifically set out in
32 the "Retraining Plan" which shall signify the Vice President's
33 prior approval of any courses or training. All compensation
34 in the form of either release time or salary shall be
35 calculated on the basis of equated hours. In cases where
36 this results in an overload, it will be paid at the
37 overload salary rate as specified in Article 23.2C. If the
38 retraining takes place during the summer, the equated hours of
39 release time shall be paid at the summer salary rate
40 as specified in Article 23.2D. Cost estimates and approvals
41 for the total retraining program shall be included in the
42 retraining plan.

43 H. Travel expenses, registration fees, and tuition for approved
44 retraining shall be paid by the College only to the extent
45 specified in the retraining plan and shall not exceed the
46 amount specified in Article 21.6.

47 I. The retraining plan shall be signed by both the Vice
48 President and the faculty member. The faculty member's
49 signature shall not be deemed a waiver of the rights to
50 grieve spelled out in paragraph 5 hereof.

51 14.3 Voluntary Retraining

52 A. If a faculty member voluntarily wishes to undertake
53 retraining, his/her Vice President may agree to such retraining
54 on behalf of the College, in the sole discretion of the
55 Vice President.

- 1 B. Voluntary retraining shall be set out in a retraining
2 plan which will be signed by the faculty member and
3 the Vice President. The faculty member shall be given
4 such released time on an equated hour basis with pay
5 or other form of equated hour compensation as shall b
6 provided in writing in the faculty member's retraining
7 plan. No compensation or released time shall be paid or
8 given to a faculty member for retraining unless such
9 additional compensation is specifically set out in the
10 retraining plan. An implementation plan shall be prepared
11 by the Vice President and signed by the faculty member
12 and the Vice President. Any amendments to the retraining
13 plan or implementation plan shall be in writing.
- 14 C. Travel expenses, registration fees, and tuition for
15 approved retraining shall be paid by the College only to
16 the extent specified in the retraining plan and shall not
17 exceed the amount specified in Article 21.6.
- 18 D. Progress on the retraining plan shall be reviewed at the
19 faculty member's Annual Review. If the faculty member
20 shall fail to complete the voluntary retraining in the
21 manner provided in the retraining plan and implementation
22 plan, the faculty member shall reimburse the College for
23 compensation or released time previously received.

ARTICLE XV

Termination: Term Appointments

15.1 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 XVI Termination: Continuing Appointments.

ARTICLE XVI

Termination: Continuing Appointments

16.1 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 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 18.4 - Professional Grievance Procedure. In lieu of any other remedy, the decision of the arbitrator will be accepted as final by the Board, the Association, and the individual affected thereby.

ARTICLE XVII

Cancellation of Classes and/or Duties

17.1 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 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 Committee.

ARTICLE XVIII

Professional Grievance Procedure

18.1 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.

18.2 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.

18.3 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.

- D. If a grievance is to be processed in accordance with Article 18.4, Procedures, the grievant shall initiate step one within 90 days from the date of the event giving rise to the grievance. The failure of the Administrator or the Board to give a decision within the time limits stated shall permit the grievant to proceed to the next step. The failure of a grievant or the Association to take action in accordance with this Agreement within the prescribed time limits shall act as a bar to any further appeal.
- E. The number of days indicated at each level shall be considered maximums, and every effort shall be made to expedite the process. The time limits may be extended by mutual consent.
- F. All decisions shall be rendered in writing to the grievant and the Association at each step of the grievance procedure, the written decisions setting forth the findings of fact, conclusions, and supporting reasons.
- G. Either party shall have the right to be represented by representatives of his/her choice (not to exceed three in number) at any level above step one.
- H. Either party shall have the right at all stages of a grievance proceeding to confront and cross examine all witnesses called against him/her to testify and to call witnesses on his/her behalf. There shall be no limitations on the presentation of competent evidence on either side in the hearing before the Board of Trustees Grievance Hearing committee.
- I. Hearings and conferences under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses entitled to be present, to attend, and will be held, insofar as possible, at other than college hours or during non-teaching time of personnel involved. When such hearings and conferences are held, at the option of the Administration, during college hours, all employees whose presence is required shall be excused, with pay, for that purpose.
- J. No reprisals of any kind shall be taken against any staff member for participating in any grievance proceeding. If any staff member for whom a grievance is filed, processed, or sustained, shall be found to have been unjustly charged, and if suspension is involved, he/she shall be restored to his/her former position.
- K. All documents, communications, and records dealing with the grievance shall be filed separately from the personnel files of the participants. An individual's grievance file shall be open to him/her upon request.
- L. It is agreed that the grievant shall be furnished with copies of any written information in the possession of the Board and/or the Administration necessary for the processing

of any grievance or complaint.

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.

18.4 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 Vice President 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 Vice President shall arrange for a hearing with the grievant and the representatives of the Association's grievance committee to take place within 14 days of his/her receipt of the notice of appeal. Upon conclusion of the hearing, the appropriate Vice President 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 Vice President, 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 Vice President 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 Vice President'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

1 period provided in Step #3, the Association may submit the
2 grievance to arbitration before an impartial arbitrator. The
3 Association must declare in writing to the Board of Trustees

4 Hearing Committee that such arbitration is desired. Such
5 declaration must be made to the Board of Trustees Hearing
6 Committee within 14 days after the Association has received
7 the decision of the Board of Trustees Hearing Committee on
8 their appeal to them. If the parties cannot agree on an
9 arbitrator, a list of five or more arbitrators shall be
10 secured from the American Arbitration Association. The
11 Arbitrator shall be selected within 14 days of the receipt of the
12 list of arbitrators from A.A.A. Such a list shall not include
13 a resident of the Community College District. Final selection
14 of the arbitrator shall be made by the parties, who shall strike
15 a name from the list of five alternately until one name remains,
16 and this person shall serve as arbitrator. The party eligible
17 for the first deletion shall be determined by chance. The
18 Administration and the Association shall not be permitted to
19 present in such arbitration proceedings any evidence not
20 previously disclosed to the other party at the Board of Trustees
21 Committee Hearing. The arbitrator shall have no power to alter,
22 add to, or subtract from the terms of the agreement. Both
23 parties agree to be bound by the award of the arbitrator. The
24 fees and expenses of the arbitrator shall be shared equally by
25 the parties. Should only one party request a transcript of the
26 proceedings, then that party shall bear the full costs of that
27 transcript. Should both parties order a transcript, then the
28 cost of the two transcripts shall be divided equally between the
29 parties.

30 18.5 No grievances may be submitted to arbitration without consent of
31 the Association.

ARTICLE XIX

Advance Notice

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

ARTICLE XX

Leaves of Absence

20.1 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 an 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 necessary 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.
- F. The immediate supervisor or appropriate Vice President 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 Vice President at the earliest possible time.
- H. Each member of the faculty may take three days annually for

personal leave. The first two days so taken will not be charged against the sick leave credit of the individual. If these two days are not taken, they will be rolled over into accumulated sick leave at the end of the fiscal year. If the third personal leave day is taken, it 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 unless personal leave is taken as in Paragraph H.

20.2 Maternity/Child Rearing and Disability Leave:

A. Unpaid Leaves of Absence:

Full-time faculty may be eligible for unpaid leaves of absence for the following reasons, subject to the General Conditions for Leaves hereinafter provided, and any other specific conditions which may apply as set forth in Section B hereinafter set forth. The President may approve and grant such leaves with approval of the Board of Trustees:

1. Maternity/Child-Rearing Leave:

Any full-time faculty member shall be entitled to maternity/child-rearing leave without pay or other benefits subject to the general conditions of Section B hereinafter set forth. (Nothing in this section shall be construed as requiring any faculty member to apply for a maternity/child-rearing leave. A faculty member shall utilize accumulated sick leave during any period of medical disability related to her pregnancy and/or to the delivery of the child.)

2. Disability Leave:

Any faculty member who is disabled and unable to return to work and has exhausted all available sick leave may apply for a disability leave without pay or other benefits (except as the faculty member may become eligible under retirement statutes) subject to the general conditions of Section B hereinafter set forth.

B. General Conditions for Leaves of Absence:

Unless otherwise set forth in this agreement, any leave of absence granted by the College for the reasons stated in Section A above is subject to the following general terms and conditions:

1 1. Time Requirements for Requesting Leaves:

2 Any application for an unpaid leave shall be made in
3 writing to the President at least 60 calendar days
4 prior to the proposed start of the leave. The
5 application shall state the requested starting and
6 ending date of the leave. An emergency request or
7 other request when 60 days notice is not possible,
8 for an unpaid leave of absence, may be submitted with
9 as much advance notice as possible under the circum-
10 stances. The application shall indicate the basis for
11 the emergency or inability to provide 60 day notice.

12 2. Medical Substantiation:

13 Any request for a leave based upon personal medical
14 reasons shall be accompanied by a physician's state-
15 ment indicating the medical disability. Evidence from
16 a qualified physician indicating the employee's
17 ability to perform all assigned duties shall be sub-
18 mitted prior to the return of any employee on an
19 unpaid leave for personal medical reasons. The
20 College may require examination by a physician or
21 other medical practitioner of its choosing, at Board
22 expense. If a question exists concerning fitness to
23 perform all assigned duties, the judgment of the Board
24 selected physician or medical practitioner shall be
25 determinative.

26 3. Structuring of Leave:

27 After consultation with the faculty member, the
28 President shall prepare a plan for the commencement
29 and termination dates of any leave of absence
30 recommended for approval, taking into consideration
31 maintenance of continuity and quality of the related
32 college program as a primary criterion, duration of
33 the leave requested, availability of qualified substi-
34 tutes and other pertinent time and other factors
35 related to the request. Other terms and conditions of
36 the leave, such as proration of benefits, shall also
37 be covered. Unless expressly agreed otherwise, leaves
38 shall not exceed one academic year. Every effort
39 shall be made to have leaves terminate immediately
40 prior to the start of the new academic year. Such
41 leaves shall commence upon 1) the date agreed upon by
42 the President and the faculty member, or 2) the actual
43 date of disability, whichever shall first occur.

44 4. Sick Leave:

45 Sick leave shall not be available or accumulate during
46 the period of any leave. Any accumulated sick leave
47 available at the commencement of the leave shall be
48 available to the faculty member upon return to
49 employment at the college.

50 5. Insurance Benefits:

51 With the consent of the College insurance carrier, a
52 faculty member on an unpaid leave of absence may
53 maintain insurance benefits by making timely payment

of all premiums which may be due to the Business Office or elsewhere as designated.

6. Early Return from Leave:

A faculty member on an approved leave of absence may request in writing to return early from leave if the reasons for the leave no longer exist. Approval will be subject to the discretion of the President.

7. Board Discretion:

Notwithstanding the general conditions set forth above, the Board of Trustees, acting through the President, retains the sole discretion to grant or extend any discretionary unpaid leave of absence under any conditions deemed appropriate.

8. Non-Return from Leave:

Failure of a faculty member to notify the College of his/her intent to return by the date specified in the leave plan shall constitute a formal resignation by the faculty member involved.

20.3 Sabbatical Leaves:

A. Governing Principles

1. Sabbatical Leaves may be granted for the purpose of improving the quality of services provided to the constituents of Sauk Valley Community College. A member of the faculty who is granted such leave may improve services by:

a. Engaging in projects or activities that will result in the development of tangible materials which will improve or enhance the faculty member's assignment at the College or

b. Informal or formal advanced study selected to improve the faculty member's competence in his/her assignments at the College or which expands his/her capabilities to serve the College in a designated area of need.

2. Sabbatical Leaves are not intended to provide opportunities for financial gains. Therefore, applications for Sabbatical Leaves shall include a description of any salaries, grants, or fellowships expected to be received during the leave period. Following conclusion of the leave, the faculty member shall file a report with the President or designee of all salaries, grants, or fellowships actually received during the leave period.

3. Individuals on Sabbatical Leave will receive all rights and privileges of faculty. These include full fringe benefits and normal progression on the salary schedule. Subject to Paragraph C below, the salary shall be computed as though the individual were performing usual duties at the College.

B. Eligibility

Application for Sabbatical Leave may be made by any faculty member who has been employed by the College in a full-time professional capacity for a minimum of six (6) consecutive contractual academic years.

C. Leave Plans

An eligible employee shall have the option of requesting either of the following plans of sabbatical leaves:

1. One full academic semester on full salary for the semester,
2. One full academic year of two semesters at one-half of the individual's contract salary for the full year.

D. Application

Eligible applicants shall make formal application in writing to the President not later than December 15 for a sabbatical leave for the subsequent academic year. Each application shall include:

1. The leave plan desired.
2. The academic period for which the leave is desired.
3. Specific purpose for which the leave is desired and the relationship of the purpose to the person's College assignment.
4. Detailed plan of study or project for the period of leave, including verification of arrangements, if necessary.
5. Salaries, grants, and other payments anticipated during the period of the leave.

Request for Sabbatical Leave shall be reviewed by the Sabbatical Leave Committee for determination of eligibility and recommendation.

E. Sabbatical Leave Committee

The committee to review Sabbatical Leave Proposals from the faculty shall be composed of four (4) faculty members appointed by the Association President and three (3) persons appointed by the President of the College.

F. Criteria for Recommendation

The following criteria should be considered by the committee in making recommendations for Sabbatical Leave:

1. Benefit to the College--which shall be defined as activities which improve the individual's teaching or service to students at Sauk Valley Community College and is a recognized need by the College. Benefit shall not in any way be construed to mean preparation for teaching at a level other than that which is encompassed in the offerings or

1 programs at Sauk Valley Community College.

2 2. Completeness, acceptability, and organization of leave plan
3 with verification as required.

4 3. Priority of application.

5 4. Previous leaves, if any.

6 5. Years of teaching experience at Sauk Valley Community
7 College.

8 G. Approval

9 Recommendations for Sabbatical Leave shall be submitted by the
10 President to the Board of Trustees for approval. The approval of
11 any leave may be conditioned in any manner as the Board may deem
12 appropriate. Board approval of sabbatical leaves shall be made
13 not later than April 1 for the subsequent academic year.

14 Sabbatical leaves shall be processed by a formal contract between
15 the Board and the faculty member. Such agreement shall include a
16 provision that the faculty member granted the sabbatical leave who
17 shall not return to the College for at least two (2) years
18 immediately thereafter shall repay the salary received from the
19 College during the leave period, provided such repayment may be
20 extended over a period not to exceed two (2) calendar years if
21 such repayment is appropriately secured by other than the promise
22 to repay, and, provided further, that if upon the expiration of
23 the leave such faculty member is precluded from returning to
24 employment because of a medical disability, the obligation to
25 repay shall be deferred until such disability is alleviated as to
26 permit the faculty member to return to employment.

27 H. Reporting

28 As a condition of such leave, the faculty member shall submit a
29 comprehensive report to the President with respect to his/her
30 activities during the period of such leave.

31 I. Number of Leaves

32 The College shall make provision for one semester of paid faculty
33 sabbatical leave per academic year. These funds may be allocated
34 according to the leave plan requested under the provisions of
35 paragraph C.

36 20.4 The Board shall pay the regular salary to a faculty member called
37 to serve as a juror, and the faculty member shall submit any
38 reimbursement to the College.

39 20.5 Other Leaves: The President, with the approval of the Board of
40 Trustees, may grant other leaves of absence with full pay, reduced
41 salary, or without salary for the purpose of professional
42 development, acceptance of professional assignments of limited
43 duration with other colleges, governmental agencies, or with
44 foreign nations. Such leaves shall be for appropriate purposes
45 consistent with the needs and interest of the College.
46 Application for such leaves shall be made, in writing, to the
47 President and shall state the purpose for which the leave is
48 requested, its anticipated duration, and its value to the College.

1 The terms and conditions of the leave shall be determined at
2 the time the request for leave is acted upon. However, the date
3 of April 1 and November 15 shall be used to notify the College
4 regarding his/her intention to return to his/her assignment.
5 Failure of a faculty member to notify the College by the date
6 specified as appropriate to the leave request shall constitute a
7 formal resignation by the faculty member involved.

8 20.6 Leaves of absence with pay to attend Illinois Education
9 Association conventions, seminars, and conferences, or to serve
10 in elected or appointed official positions, shall be granted
11 to the Association President or his/her delegate when leaves
12 are requested ten days in advance. Such leaves of absence shall
13 not exceed a total of five working days per academic year. The
14 President or his/her delegate shall arrange for all classes to
15 be covered during his/her absence at his/her expense.

16 20.7 Retirement Program: All permanent employees, including part-time
17 employees, whose employment is considered permanent at Sauk Valley
18 Community College, are required to participate in the State
19 Universities Retirement System, effective with the beginning of
20 the first day of employment. Details concerning retirement
21 allowances, disability benefits, reciprocity, and refunds are
22 contained in the System's Handbook issued to every member at the
23 beginning of his/her employment.

24 20.8 Other Employment: Any faculty member who accepts outside
25 employment during the individual contract period without written
26 notification to the appropriate supervisor may be subject to
27 dismissal proceedings. Such employment shall, in no way,
28 interfere with the College's ability to schedule classes taught
29 by the faculty member. Such employment shall not interfere with
30 duties normally expected of faculty members.

ARTICLE XXI

Fringe Benefits

- 21.1 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.
- 21.2 The College agrees to grant free tuition enrollment at Sauk Valley Community College for all full-time professional instructional staff, their spouses, and their children under 23 years of age. If a faculty member dies while an employee of the College, this tuition waiver will also be in effect. 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.
- 21.3 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.
- 21.4 The College agrees to pay the regular expenses for academic robes and regalia required for any Sauk Valley Community College function.
- 21.5 A separate and private dining room shall be provided for the use of the professional staff.
- 21.6 Tuition Reimbursement: will be based upon Article IX, Section 9.5.
- A. The Board will pay tuition at the rate of \$100 per credit hour.
- B. Reimbursement for tuition may be used for graduate or undergraduate credit and for workshops, seminars, and symposiums as equated by the appropriate Vice President.
- C. Tuition reimbursement will be limited to 12 credit hours per year.
- D. Tuition reimbursement shall be paid to faculty on leaves of absence for a maximum period of one year at a rate not to exceed \$100 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.
- E. Tuition reimbursement shall be made upon presentation of a voucher or receipt from the institution where the staff member was enrolled to the Vice President of Business Services and should bear the endorsement of the appropriate Vice President approving such reimbursement, and upon completion of the course and receipt of transcript.

ARTICLE XXII

Association and Faculty Rights

- 22.1 Officers and committee chairmen of the Association shall have the right to use college equipment such as typewriters, computers, calculating machines, and audio-visual equipment at all reasonable times when such equipment is not otherwise in use, subject to regulations determined by the Vice President of Business Services and subject to the approval of the individual who is charged with the responsibility for that piece of equipment.
- 22.2 The Association's Negotiation Committee's expenses for duplicating (with college equipment) material for use of the Board or Board Committee in negotiations shall be paid for by the College out of funds budgeted for the Board.
- 22.3 The Board agrees to furnish regularly to the Association two copies of the agenda, minutes, and the complete packet of information distributed for all Board meetings, such copies to be made available at the same time as distribution to Board members. Any materials distributed to the Board during the meetings, except those restricted to executive session matters, shall be made available to the Association prior to the meetings.
- 22.4 At each regular and special Board of Trustees meeting which is open to the public, faculty members shall be afforded time, subject to reasonable constraints, to comment to or ask questions of the Board.
- 22.5 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:
- 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.
 - B. Copies of all evaluation reports and recommendations regarding the staff member's professional performance and competence.
 - C. Copies of each contract and notification of change of status (promotion, tenure) of the individual.
 - 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.

1 Requests to examine an individual's personnel file, as
2 kept by the appropriate Vice President, should be
3 submitted to the Vice President's office, and such
4 examination or the reproduction of any portion of the
5 file shall be conducted in the presence of the Vice
6 President or his/her designated representative.

7 22.6 The Board agrees to set aside a small room or office with table,
8 chairs, and one large file cabinet with lock for exclusive
9 Association use.

ARTICLE XXIII

Professional Compensation

23.1 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.

23.2 Salary Schedule:

The salaries, increments, and all other economic provisions of this contract shall be effective at the beginning of the 1990-91 Academic Year.

- A. The Sauk Valley Community College Instructional Salary Schedules contained herein shall be effective beginning the first day of the Fall Semester, 1990.

- 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 and then locate this step on the salary schedule for the year in which the promotion will take effect.

Step #2: On the salary schedule for the year in which the promotion will take effect, advance one step in the old rank.

Step #3: Round that figure to the next highest 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.

1		<u>Per Credit Hour</u>
2	Instructor	\$300
3	Assistant and Associate Professor	\$325
4	Professor	\$350
5	D.	Summer school payments shall be made on the basis
6		of the following schedule:
7		<u>Per Credit Hour</u>
8	Instructor	\$325
9	Assistant and Associate Professor	\$350
10	Professor	\$375

SAUK VALLEY COMMUNITY COLLEGE

1990-91 INSTRUCTIONAL SALARY

EFFECTIVE FALL SEMESTER 1990

NINE MONTHS ONLY

STEP	RATIO	INSTRUCTOR	ASSISTANT PROFESSOR	ASSOCIATE PROFESSOR	PROFESSOR
1.	1.000	\$20,022	\$23,254	\$26,377	\$29,958
2.	1.032	20,663	23,998	27,221	30,916
3.	1.064	21,303	24,742	28,065	31,875
4.	1.096	21,944	25,486	28,909	32,834
5.	1.128	22,585	26,230	29,753	33,792
6.	1.160	23,226	26,975	30,597	34,751
7.	1.192	23,866	27,719	31,441	35,709
8.	1.224	24,507	28,463	32,285	36,668
9.	1.256	25,148	29,207	33,129	37,627
10.	1.288	25,788	29,951	33,973	38,585
11.	1.320	26,429	30,695	34,818	39,544
12.	1.352	27,070	31,439	35,662	40,503
13.	1.384	27,710	32,183	36,506	41,461
14.	1.416	28,351	32,928	37,350	42,420
15.	1.448	28,992	33,672	38,194	43,379
16.	1.480	29,633	34,416	39,038	44,337
17.	1.512	30,273	35,160	39,882	45,296
18.	1.544	30,914	35,904	40,726	46,255
19.	1.576	31,555	36,648	41,570	47,213

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

SAUK VALLEY COMMUNITY COLLEGE

1991-92 INSTRUCTIONAL SALARY

EFFECTIVE FALL SEMESTER 1991

NINE MONTHS ONLY

STEP	RATIO	INSTRUCTOR	ASSISTANT PROFESSOR	ASSOCIATE PROFESSOR	PROFESSOR
1.	1.000	\$20,896	\$24,269	\$27,529	\$31,266
2.	1.032	21,566	25,046	28,410	32,267
3.	1.064	22,233	25,822	29,291	33,267
4.	1.096	22,902	26,599	30,172	34,268
5.	1.128	23,571	27,375	31,053	35,268
6.	1.160	24,239	28,152	31,934	36,269
7.	1.192	24,908	28,929	32,819	37,269
8.	1.224	25,577	29,705	33,695	38,270
9.	1.256	26,245	30,482	34,576	39,270
10.	1.288	26,914	31,258	35,457	40,271
11.	1.320	27,583	32,035	36,338	41,271
12.	1.352	28,251	32,812	37,219	42,272
13.	1.384	28,920	33,588	38,100	43,272
14.	1.416	29,589	34,365	38,981	44,273
15.	1.448	30,257	35,142	39,862	45,273
16.	1.480	30,926	35,918	40,743	46,274
17.	1.512	31,595	36,695	41,624	47,274
18.	1.544	32,263	37,471	42,505	48,275
19.	1.576	32,932	38,248	43,386	49,275
20.	1.608	33,601	39,025	44,267	50,276

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

ARTICLE XXIV

Effect of This Agreement

24.1 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.

24.2 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.

ARTICLE XXV

Duration of Agreement

25.1 This Agreement shall be effective at such time as it is ratified by both parties and shall continue in effect through the 30th day of June 1992, provided that Article III and IV of this Agreement shall be terminated only by mutual agreement when negotiations for the following year have not been completed. The Board will continue to recognize the Association as the sole bargaining agent through the steps of mediation, fact-finding and release of the fact-finder's report to the public as provided in Article 4.3.

25.2 Challenge:

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

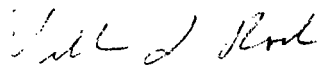
ARTICLE XXVI

Acceptance

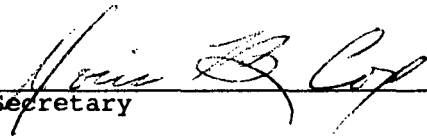
26.1 This Agreement is signed and adopted this 21st day
of December 1990.

IN WITNESS WHEREOF:

For the SAUK VALLEY COMMUNITY COLLEGE
FACULTY ASSOCIATION

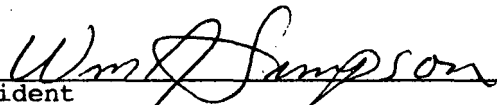


President

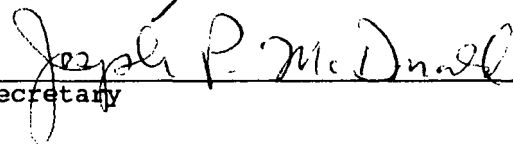


Secretary

For the BOARD OF COMMUNITY COLLEGE
DISTRICT NO. 506



President



Secretary

ADDENDUM

MEMORANDUM OF UNDERSTANDING

1. It is understood that the student evaluations (hereafter to be designated as student questionnaires) distributed and collected shall not be used as a basis for evaluation, discipline, promotion, retention, salary increments, granting or denial of appointments or any adverse action involving faculty members; that such questionnaires shall not be used as a basis for the rating of faculty members nor for the preparation of an standard deviation or means, except means

That no disclosure of the results of the questionnaires shall be made by the administration to any person or institution other than the faculty member involved nor any publication be made or allowed thereof. However, the foregoing shall in no way limit the use of student questionnaires to prompt investigation of student observations or further and additional faculty observations and evaluations by the appropriate dean.

2. It is further
future student questionnaires will be provided to the association for
its or responses respect thereto.

3. It is further agreed that the subject matter of evaluation