



Sauk Valley  
Community  
College

Office of the Secretary to the  
SVCC Board of Trustees

Date: October 13, 1995

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: Wednesday, October 18, 1995

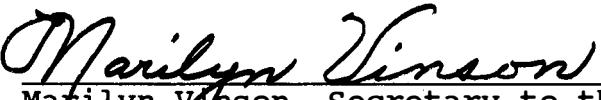
TIME: 12 NOON

WHERE: Third Floor Board Room  
Sauk Valley Community College

TYPE: Open

PURPOSE: Special Meeting

AGENDA: TBA

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

**SAUK VALLEY COMMUNITY COLLEGE BOARD OF TRUSTEES SPECIAL MEETING**

October 18, 1995

The Board of Trustees of Sauk Valley Community College met in special meeting at 12 Noon on October 18, 1995 in the third floor Board Room of Sauk Valley Community College, 173 Illinois Route #2, Dixon, Illinois.

**Call to Order:** Chair Wolf called the meeting to order at 12:03 p.m. and the following members answered roll call:

Edward Andersen	Thomas Densmore
Richard B. Groharing	Sharon U. Thompson
William B. Yemm	B.J. Wolf
Student Trustee Bollman	

**Absent:** William Simpson

**SVCC Staff:** Board Attorney David Murray  
Secretary to the Board Marilyn Vinson  
Vice President Jami Bradley  
Vice President Phil Gover  
Director of College Relations Larry Lagow

**Closed Session:** At 12:04 p.m., it was moved by Member Yemm and seconded by Member Groharing that the Board adjourn to closed session to discuss collective negotiating matters. In a roll call vote, all voted aye. Motion carried. Student Trustee Bollman advisory vote: aye.

**Regular Session:** The Board returned to regular session at 12:20 p.m.

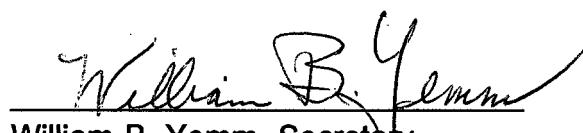
**Faculty Association Contract:** It was moved by Member Groharing and seconded by Member Andersen that the Board ratify the SVCC Faculty Association Contract as presented and issue the attached joint news release. In a roll call vote, all voted aye. Motion carried. Student Trustee Bollman advisory vote: aye.

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October 18, 1995

Adjournment: Since the scheduled business was concluded, it was moved by Member Bollman and seconded by Member Groharing that the Board adjourn. The next regular meeting will be 7 p.m. on October 23, 1995 in the third floor Board Room of the College. In a roll call vote, all voted aye. Motion carried. Student Trustee Bollman advisory vote: aye.

The Board adjourned at 12:25 p.m.

Respectfully submitted:

  
\_\_\_\_\_  
William B. Yemm, Secretary

**SAUK VALLEY COMMUNITY COLLEGE**

**FACULTY CONTRACT**

**1995 - 1998**

1995-1998

CONTRACTUAL AGREEMENT

BETWEEN

THE BOARD OF COMMUNITY COLLEGE DISTRICT NO. 506

AND

THE SAUK VALLEY COMMUNITY COLLEGE FACULTY ASSOCIATION

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## ARTICLE 1

## Recognition

- 1.1 The Board of Trustees of Community College District No. 506, hereinafter referred to as "Board," recognizes the Sauk Valley Community College Faculty Association, hereinafter referred to as "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. 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 1 of this Agreement for the duration of the Agreement, unless the Association is successfully challenged as provided in Article 19 - Duration. Further, the Board agrees not to negotiate with any member of the Negotiating Unit individually during the duration of the 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 Nothing herein shall require any member of the faculty to be a member of the Association.
- 1.6 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       1.7   Nothing contained herein shall limit or restrict the Board's responsi-  
2       bility and authority to amend or adopt Board policy as the Board in its  
3       discretion deems necessary, except that no Board policy shall be amended  
4       or adopted where the subject matter of such policy is the product of  
5       specific agreements between the parties hereto after negotiation and  
6       upon inclusion in this Agreement. Further, nothing contained herein  
7       shall prevent the Board from executing the legal responsibilities  
8       imposed upon it by law.

## ARTICLE 2

## Negotiations

## 2.1 Date for Initiating Negotiations:

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

## 2.2 Directing Requests:

A. Requests from the Association for meetings of the negotiating teams shall be made in writing directly to the Chairman of the Board. Requests from the Board shall be made in writing directly to the President of the Association. Requests shall be accompanied by an agenda of the items to be considered. Within ten (10) days of the date of mailing the request, a mutually convenient time and place for a meeting shall be established. The meeting shall take place within fifteen (15) days after the mailing of the request.

B. Additional meetings may be agreed upon by the negotiating teams to enable them to complete consideration of agenda items. Every effort shall be made to schedule meetings so as to avoid conflicts with college duties of Association representatives or with the duties or responsibilities of the Board's representatives.

### 2.3 Exchange of Information:

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

## 2.4 Impasse:

Either party may declare that an impasse has been reached and call for the appointment of a mediator by the Federal Mediation and Conciliation Service. A written request for mediation by one party shall be considered a joint request for mediation, and the other party shall join in the request.

1       2.5   Tentative Agreement:

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

12      2.6   Ratified Agreement:

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

1

ARTICLE 3

2

No-Strike Clause

3

3.1 The Association agrees that neither it nor its members will authorize or  
4 take part in any strike against Sauk Valley Community College during the  
5 life of this Agreement.

6

3.2 The Association agrees not to support or encourage any concentrated  
7 refusal to render full and complete service to Sauk Valley Community  
8 College in accordance with and during the life of this Agreement.

## ARTICLE 4

## Workload

#### 4.1 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 thirty (30) faculty load hours may be assigned for the academic year without overload compensation. Load hours for workload will be determined allowing one (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 the respective Deans may be given released time for their workload. Faculty members shall maintain at least seven (7) office hours per week.
- 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 thirty (30) faculty load hours per 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 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 p.m. or after. Day classes that begin before 8 a.m. and Saturday and Sunday classes shall count the same as night classes for purposes of this calculation.
- D. Workload for full-time faculty other than full-time teaching staff eligible for membership in the Sauk Valley Community College Faculty Association shall be thirty-seven (37) hours per week. Any instructional duties assigned will be on an overload basis, with the exception of counselors teaching Student Development classes (e.g., Psychology 100) as part of their thirty-seven (37) hours per week. Instructional duties for counselors shall be assigned on the basis of two (2) hours released time for a one (1) semester credit hour course taught.
- E. Teaching assignments of extension courses may be considered part of the faculty member's normal workload. Full-time faculty members may volunteer to teach extension courses. An extension course is defined to be any off-campus course that can be applied toward an Associate Degree or Career Certificate or is part of the Adult Education or Academic Skills Program. Selection and assignment of faculty members to extension courses is the responsibility of the Dean of Health and Community Services, based upon consultation with the faculty member's appropriate Dean. Those full-time

faculty members assigned to extension courses shall accomplish their instruction during the regularly scheduled fall and spring semesters.

- F. Full-time faculty may volunteer to teach community service courses. These courses shall not be considered part of the faculty member's normal workload or overload. A community service course is defined, for the purpose of this contract, as a non-credit or general studies credit course. Faculty teaching community service courses will be reimbursed at the community service rate.
- G. Full-time faculty shall be reimbursed for off-campus travel at the current college rate for travel to and from courses that are taught as part of regular load/overload.
- H. Nursing faculty shall receive one (1) equated credit hour of workload per semester for coordinating functions at the clinical site for each day of clinical nursing laboratory experience per week.

## ARTICLE 5

## Faculty Tenure Policy

### 5.1 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.

## 5.2 Tenure Schedule:

Faculty members shall initially be appointed for no longer than one (1) year. Such appointments must be reviewed annually, and eligibility for tenure will be based upon completion of three (3) 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.

### 5.3 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.

#### 5.4 Dismissal for Cause:

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

- 1      A.    Inadequate performance of duties
- 2      B.    Willful and continuous neglect of duties
- 3      C.    Unprofessional conduct
- 4      D.    Violation of official college policies
- 5      E.    Moral turpitude
- 6      F.    Unjustifiable insubordination
- 7      G.    Physical or mental incapacity

8      5.5    Other Reasons for Termination:

- 9      A.    Age: Tenure shall expire automatically and without notice upon  
10     completion of the contract year in which the 70th birthday of a  
11     tenured staff member occurs unless precluded by state or federal  
12     law in which case this clause will be ineffective. Employment  
13     after 70, if any, shall be on either a temporary or an annual  
14     contract basis.
- 15     B.    Budget or Program Retrenchment: The services of any member of the  
16     faculty may be terminated in the event of the need for financial  
17     or program retrenchment.
  - 18        1.    Members of the department in which the retrenchment is being  
19        considered shall be consulted in a department meeting held  
20        no later than thirty (30) days prior to any Board action on  
21        the retrenchment.
  - 22        2.    Within fourteen (14) days after said meeting, representa-  
23        tives elected from the affected department shall file with  
24        the President the opinions of said department.
  - 25        3.    The President will forward the department's opinions to the  
26        Board prior to any Board action on the matter.
  - 27        4.    Notification of termination shall be given as soon as the  
28        need for retrenchment is apparent, but, in any case, not  
29        later than February 1 of the contract year. Termination  
30        shall be made at the end of the contract year.
  - 31        5.    Employees affected shall be given five (5) school days  
32        advance notice before the Board acts on administrative  
33        recommendations on the above.

34                    In the event that staff retrenchment is indicated by the  
35                    Board, to the maximum extent possible, except where program  
36                    continuation comes under jeopardy, seniority shall be given  
37                    the greatest weight in all matters involving a reduction in

force. In addition to seniority, the Board shall judge the employees affected on the basis of demonstrated instructional proficiency (including evaluation procedures) and educational training and background. Where these other factors are relatively equal, seniority shall prevail. Seniority shall be defined as years of continuous full-time service (including approved leaves of absence) at Sauk Valley Community College, beginning with the date of Board approval of initial contract.

10        5.6 Positions which have been vacated for program or budget retrenchment  
11        shall not be filled within two (2) years. Should course offerings  
12        become available in the area of retrenchment, said offerings must first  
13        be offered to the retrenched person. The retrenched employee must  
14        notify the College of his/her intent to accept the position within  
15        fourteen (14) calendar days after the receipt of offer.

16        5.7 The College will pay the individual covered under this contract \$500  
17        plus \$100 for each academic year of service to the institution should  
18        said individual be terminated for program or budget retrenchment.

19        5.8 During his/her final semester of employment, the individual to be  
20        retrenched will be provided four (4) hours of released time.

## ARTICLE 6

## Criteria for Placement and Promotion of Professional Staff

4 6.1 All faculty shall have academic rank.

## 5 6.2 Specific Minimum Requirements for Placement of Instructional Staff:

A. The instructional staff is classified into four (4) groups:

### 1. Instructor

## 2. Assistant Professor

### 3. Associate Professor

#### 4. Professor

6.3 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 (1) year of credit is given for each two (2) 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 thirty (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 three (3) years of related professional experience; or a doctorate degree in the field of specialization and less than three (3) 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 thirty (30) semester hours of credit or

2. A total of 150 semester hours of college credit.

1       C. Associate Professor: A master's degree in the field of specialization  
2       or a master's degree with a graduate major in the teaching field and thirty (30) hours of approved graduate credit, and six  
3       (6) years of related professional experience, at least two (2) of which shall be successful full-time college teaching, or a  
4       doctor's degree in the field of specialization, and four (4) years of related professional experience, at least two (2) of which shall be successful full-time college teaching. In those fields in  
5       which a graduate degree is not available, the following  
6       alternatives may be considered:  
7  
8  
9  
10

11       1. A bachelor's degree and 60 semester hours of graduate credit  
12       or  
13       2. A total of 180 semester hours of college credit.

14       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 sixty (60) hours of approved graduate credit. Seven (7) years of related professional experience, at least five (5) of which shall be successful full-time college teaching.  
15  
16  
17  
18  
19

20       6.4 General Requirements for Promotion of Faculty:

21       A. The following general qualifications will be considered in the promotion of faculty. All seven (7) promotional criteria will be considered in the evaluation of a faculty member when he/she is considered by the Vice President for promotion.  
22  
23  
24  
25       1. Mastery of subject matter  
26       2. Demonstrated teaching capability  
27       3. Interest in students as individuals  
28       4. Understanding of the comprehensive community college program  
29       5. Potential for continued professional growth  
30       6. Meritorious service  
31       7. Number of years in present rank

32       The specific minimum requirements for selection of instructional staff  
33       as set forth in Section 6.1 of this Article are minimum requirements for  
34       promotion and shall be considered with the general requirements set forth in this paragraph for promotion of faculty members.  
35

1       6.5 Credit hours used for promotional purposes shall be accumulated based  
2       upon the following criteria:

3       A. Undergraduate and graduate credits from an established institution  
4       of higher education.

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

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

11       B. Credit shall be granted for non-credit seminars, symposiums, and  
12       workshops on the ratio of one (1) credit equal to fifteen (15)  
13       hours of actual contact experience.

14           1. Such instruction shall be approved by the appropriate Vice  
15           President prior to enrollment.

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

19       C. Any future professional or occupational activity applicable to the  
20       instructional assignment may, upon prior approval, be granted  
21       creditable hours toward rank or experience advancement.

22       6.6 Promotion of faculty may be made by the Board of Trustees upon the  
23       recommendation of the appropriate Vice President and the President of  
24       the College, and is at the sole discretion of the Board of Trustees.  
25       The acquisition of credits and necessary experience is only one (1)  
26       criterion to determine eligibility for promotion.

## ARTICLE 7

## Types of Appointments and Termination

7.1 Appointments to the faculty shall be in one (1) of three (3) categories: temporary, term, or continuing.

A. A temporary appointment shall be an appointment for an unspecified period and may be terminated at any time. Temporary appointments ordinarily are for part-time service, voluntary service, or for periods of less than one (1) year.

B. A term appointment shall be an appointment for a specific period of time, normally for one (1) 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 continuing appointment shall be a tenured appointment and shall continue indefinitely unless terminated in accordance with subsequent provisions of these policies. It shall not be affected by change in rank.

## 7.2 Termination of Term Appointments:

A. 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 7.3.

### 7.3 Termination of Continuing Appointments:

A. 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 5, Section 5.4 and 5.5, the termination to be in accordance with the following procedures:

1. 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.

1           2. If the President decides to recommend termination to the  
2           Board, the individual concerned shall be formally notified  
3           at least seven (7) days prior to the President's  
4           recommendation to the Board and shall be given the  
5           opportunity to be present at the time the recommendation is  
6           made to the Board and to request a public or private hearing  
7           on the recommendation. If the Board accepts the President's  
8           recommendation, then the individual and/or the Association  
9           may appeal the Board's decision by filing a written notice  
10           of appeal, setting forth the basis for the appeal. The  
11           notice shall be filed with the Chairman of the Board within  
12           seven (7) days after the individual has been notified of the  
13           Board's action on the President's recommendation. The  
14           appeal shall then be presented at the first regular Board  
15           meeting following receipt of the notice of appeal, provided  
16           a meeting is scheduled within two (2) weeks; otherwise, a  
17           special meeting shall be called. The Board shall have the  
18           option of considering the appeal in an executive session.  
19           The individual and/or Association shall have the option of  
20           considering the appeal in an executive session. The  
21           individual and/or Association shall have the option of  
22           requesting a formal hearing before the Board or presenting  
23           the case through written briefs. No later than one (1) week  
24           after the conclusion of the hearing, the Board of Trustees  
25           shall render its decision in writing to the Association and  
26           the individual involved. If the Board's decision is  
27           unacceptable, the matter may be submitted to arbitration as  
28           provided in Step 4 of Article 12, Section 12.4 -  
29           Professional Grievance Procedure. In lieu of any other  
30           remedy, the decision of the arbitrator will be accepted as  
31           final by the Board, the Association, and the individual  
32           affected thereby.

## ARTICLE 8

### Evaluation Procedures

8.1 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.

8.2 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

8.3 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.

1       C.    An annual evaluation session between the faculty member and  
2        his/her appropriate supervisor, resulting in a written summary of  
3        the session with a written recommendation presented to the faculty  
4        member for his/her review and comment. The faculty member may  
5        submit a written response to his/her evaluation; this response  
6        will be included in his/her personnel file.

7       D.    An annual recommendation to the President of the College regarding  
8        the faculty member, from his/her supervisor.

9       8.4   When new evaluation forms are developed, the Administration shall  
10      furnish copies to members of the Bargaining Unit prior to final  
11      adoption. The members of the Bargaining Unit may submit written  
12      responses within twenty (20) calendar days of receipt. Within twenty  
13      (20) calendar days thereafter, the Administration shall notify the  
14      members of the Bargaining Unit of its disposition of the responses. If  
15      new evaluation forms are to be used, copies will be distributed to the  
16      faculty at the beginning of the academic year.

## ARTICLE 9

### Change in Status

## 9.1 Annual Review

A. There will be an annual review of the performance and status of each member of the faculty holding a term or continuing 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.

## 9.2 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

9.3 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 (2) weeks following the next regular Board meeting.

## 9.4 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 5, Section 5.2 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 (2) observers of his/her

1 choice to attend the meeting. In any case, within two (2) weeks of the  
2 above dates, the staff member will be given written notice by the  
3 President of his decision regarding the recommendation. If the  
4 recommendation is for option 4, 6, or 7 of Article 9, Section 9.2A, the  
5 staff member may request the Board of Trustees to review his/her case.  
6 Such a request must be made within ten (10) days after the staff member  
7 has received written notification of the President's recommendation.  
8 The staff member may enlist the assistance of the Association in  
9 presenting his/her case to the Board.

10 9.5 The Board shall act on all annual review recommendations not later than  
11 March 1 for continuing employees and term employees.

## ARTICLE 10

## Retraining

10.1 "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.

## 10.2 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 ninety (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

1 Committee at Step 3. The scope of review of the required  
2 retraining plan by the Board of Trustees Grievance Hearing  
3 Committee or by the Arbitrator, if the grievance is carried to  
4 arbitration, shall be limited to the reasonableness of the Vice  
5 President's requirement and its implementation, taking into  
6 consideration the educational needs of the College and of the  
7 faculty member's department, the faculty member's academic  
8 qualifications and experience, the faculty member's other  
9 responsibilities to the College, and his/her ability to perform  
10 the services required by the College, and, if relevant, the  
11 ability of the College to retain a highly qualified faculty member  
12 or members who might otherwise be lost as a result of reduction in  
13 force. If it is determined that the requirement is unreasonable,  
14 it shall be waived, and any salary increment withheld as a result  
15 of the faculty member's failure to perform the requirement shall  
16 be paid to the faculty member.

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

26 G. The faculty member shall be given released time with pay from a  
27 full thirty (30) hour teaching or normal workload for those em-  
28 ployed on a thirty-seven (37) hour basis equal to the number of  
29 equated credit hours approved by the Vice President and taken by  
30 the faculty member as a result of the Vice President's require-  
31 ment, or the faculty member may be given some other type of  
32 additional compensation based on equated hours, provided, however,  
33 no additional compensation shall be paid to any faculty member in  
34 the form of monetary compensation, compensated released time or  
35 otherwise, unless such additional compensation is specifically set  
36 out in the "Retraining Plan" which shall signify the Vice  
37 President's prior approval of any courses or training. All  
38 compensation in the form of either released time or salary shall  
39 be calculated on the basis of equated hours. In cases where this  
40 results in an overload, it will be paid at the overload salary  
41 rate as specified in Article 17, Section 17.2C. If the retraining  
42 takes place during the summer, the equated hours of released time  
43 shall be paid at the summer salary rate as specified in Article  
44 17, Section 17.2D. Cost estimates and approvals for the total  
45 retraining program shall be included in the retraining plan.

46 H. Travel expenses, registration fees, and tuition for approved  
47 retraining shall be paid by the College only to the extent speci-  
48 fied in the retraining plan and shall not exceed the amount  
49 specified in Article 15, Section 15.6.

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

### 10.3 Voluntary Retraining

- A. If a faculty member voluntarily wishes to undertake retraining, his/her Vice President may agree to such retraining on behalf of the College, at the sole discretion of the Vice President.
- B. Voluntary retraining shall be set out in a retraining plan which will be signed by the faculty member and the Vice President. The faculty member shall be given such released time on an equated hour basis with pay or other form of equated hour compensation as shall be provided in writing in the faculty member's retraining plan. No compensation or released time shall be paid or given to a faculty member for retraining unless such additional compensation is specifically set out in the retraining plan. An implementation plan shall be prepared by the Vice President and signed by the faculty member and the Vice President. Any amendments to the retraining plan or implementation plan shall be in writing.
- C. Travel expenses, registration fees, and tuition for approved retraining shall be paid by the College only to the extent specified in the retraining plan and shall not exceed the amount specified in Article 15, Section 15.6.
- D. Progress on the retraining plan shall be reviewed at the faculty member's Annual Review. If the faculty member shall fail to complete the voluntary retraining in the manner provided in the retraining plan and implementation plan, the faculty member shall reimburse the College for compensation or released time previously received.

## ARTICLE 11

### Cancellation of Classes and/or Duties

11.1 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 seven (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.

1

## ARTICLE 12

2

### Professional Grievance Procedure

3

12.1 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 the 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.

12

12.2 Definitions:

13

14 A. A "grievance" shall mean a claim that there has been an alleged  
15 violation, misinterpretation, or misapplication of a provision of this Agreement.

16

17 B. A "Grievant" shall be any party to this Agreement or any member of  
18 the full-time professional instructional staff who shall submit a grievance.

19

20 C. "Association representative" or "grievance committee" means a  
21 member or members of the Association's grievance committee, which  
22 is composed of seven (7) members from the local Association appointed in accordance with the bylaws of the Association.

23

24 D. Time limits: All time limits refer to days the College is officially open.

25

12.3 General Conditions:

26

27 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.

31

32 B. At least one (1) member, and not more than three (3) 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.

1       C. The parties acknowledge that it is usually most desirable for a  
2       grievant and his/her immediately involved supervisor to resolve  
3       problems through free and informal communications. When requested  
4       by a grievant, the grievance committee may intervene to assist in  
5       this procedure. However, should such informal processes fail to  
6       satisfy the grievant, then a grievance may be processed in  
7       accordance with the following procedure.

8       D. If a grievance is to be processed in accordance with Article 12,  
9       Section 12.4, Procedures, the grievant shall initiate step one  
10      within ninety (90) days from the date of the event giving rise to  
11      the grievance. The failure of the Administrator or the Board to  
12      give a decision within the time limits stated shall permit the  
13      grievant to proceed to the next step. The failure of a grievant  
14      or the Association to take action in accordance with this  
15      Agreement within the prescribed time limits shall act as a bar to  
16      any further appeal.

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

20      F. All decisions shall be rendered in writing to the grievant and the  
21      Association at each step of the grievance procedure, the written  
22      decisions setting forth the findings of fact, conclusions, and  
23      supporting reasons.

24      G. Either party shall have the right to be represented by representa-  
25      tives of his/her choice (not to exceed three (3) in number) at any  
26      level above Step 1.

27      H. Either party shall have the right at all stages of a grievance  
28      proceeding to confront and cross examine all witnesses called  
29      against him/her to testify and to call witnesses on his/her  
30      behalf. There shall be no limitations on the presentation of  
31      competent evidence on either side in the hearing before the Board  
32      of Trustees Grievance Hearing Committee.

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

42      J. No reprisals of any kind shall be taken against any staff member  
43      for participating in any grievance proceeding. If any staff  
44      member for whom a grievance is filed, processed, or sustained,

1 shall be found to have been unjustly charged, and if suspension is  
2 involved, he/she shall be restored to his/her former position.

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

7 L. It is agreed that the grievant shall be furnished with copies of  
8 any written information in the possession of the Board and/or the  
9 Administration necessary for the processing of any grievance or  
10 complaint.

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

13 N. All communications, notices, or decisions required may be  
14 personally delivered to the party or parties entitled thereto or  
15 may be mailed to them by certified or registered mail to their  
16 last address as shown on the College records. Delivery shall be  
17 deemed to have been made when the document is deposited in a  
18 United States mailbox. All communications, notices, or decisions  
19 for the Association or the Board shall be delivered or mailed to  
20 the respective President.

21 12.4 Procedures:

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

24 Step #1. The Association shall present the grievance immediately in  
25 writing, setting forth the particular provision or provisions of the  
26 Agreement or policy involved, to the supervisor, who will arrange for a  
27 meeting to take place within fourteen (14) days after receipt of the  
28 grievance. The grievant, the Association's representatives, and the  
29 involved supervisor shall be present for the meeting. The supervisor  
30 must then submit his/her decision in writing within fourteen (14) days  
31 after such meeting.

32 Step #2. If the grievance is not resolved by Step #1, then the  
33 Association shall file a written appeal with the appropriate Vice  
34 President or his/her official designee within fourteen (14) days after  
35 receipt of the Step #1 decision or within fourteen (14) days after the  
36 Step #1 meeting, whichever is later, setting forth the basis for the  
37 appeal. The appropriate Vice President shall arrange for a hearing with  
38 the grievant and the representatives of the Association's grievance  
39 committee to take place within fourteen (14) days of his/her receipt of  
40 the notice of appeal. Upon conclusion of the hearing, the appropriate  
41 Vice President shall have fourteen (14) days in which to provide his/her  
42 written decision to the grievant and the Association.

1       Step #3. If the Association is not satisfied with the disposition of  
2       the grievance by the Vice President, the grievance shall be transmitted  
3       to the Board of Trustees Grievance Hearing Committee. Such committee  
4       shall be composed of two (2) board members, the President, and one (1)  
5       Vice President not previously involved in Step #2. A written Notice of  
6       Appeal, setting forth the basis for the appeal, shall be filed with the  
7       President within fourteen (14) days of receipt of the Vice President's  
8       decision, or within fourteen (14) days after the hearing. The Hearing  
9       Committee of the Board shall meet within fourteen (14) days of the  
10      written appeal to the Committee, transmitted to the President. The  
11      grievance, together with a record of the prior proceedings, shall be  
12      presented to the Committee of the Board. The Committee shall have the  
13      options of considering the appeal in an open or closed hearing session.  
14      No later than fourteen (14) days after the conclusion of the hearing,  
15      the Committee shall render its decision in writing to the Association  
16      and the grievant.

17       Step #4. If the Association is not satisfied with the decision of the  
18      Board committee, or if no decision has been made within the period  
19      provided in Step #3, the Association may submit the grievance to  
20      arbitration before an impartial arbitrator. The Association must  
21      declare in writing to the Board of Trustees Hearing Committee that such  
22      arbitration is desired. Such declaration must be made to the Board of  
23      Trustees Hearing Committee within fourteen (14) days after the Association  
24      has received the decision of the Board of Trustees Hearing  
25      Committee on their appeal to them. If the parties cannot agree on an  
26      arbitrator, a list of five (5) or more arbitrators shall be secured from  
27      the American Arbitration Association. The Arbitrator shall be selected  
28      within fourteen (14) days of the receipt of the list of arbitrators from  
29      A.A.A. Such a list shall not include a resident of the Community  
30      College District. Final selection of the arbitrator shall be made by  
31      the parties, who shall strike a name from the list of five (5)  
32      alternately until one (1) name remains, and this person shall serve as  
33      arbitrator. The party eligible for the first deletion shall be  
34      determined by chance. The Administration and the Association shall not  
35      be permitted to present in such arbitration proceedings any evidence not  
36      previously disclosed to the other party at the Board of Trustees  
37      Committee Hearing. The arbitrator shall have no power to alter, add to,  
38      or subtract from the terms of the agreement. Both parties agree to be  
39      bound by the award of the arbitrator. The fees and expenses of the  
40      arbitrator shall be shared equally by the parties. Should only one (1)  
41      party request a transcript of the proceedings, then that party shall  
42      bear the full costs of that transcript. Should both parties order a  
43      transcript, then the cost of the two (2) transcripts shall be divided  
44      equally between the parties.

45      12.5 No grievances may be submitted to arbitration without consent of the  
46      Association.

1

## ARTICLE 13

2

### Resignation by Advance Notice

3

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

## ARTICLE 14

### Leaves of Absence

#### 14.1 Sick Leave and Personal Leave:

- A. Sick leave shall accrue to all full-time faculty at the rate of fifteen (15) days the first year and ten (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 (12) month contract shall accrue at the rate of seventeen (17) days the first year and twelve (12) days per year thereafter. During summer sessions when the College operates on a four-day, ten-hour week, sick leave taken by twelve (12) month employees will be charged at 9.25 hours per day for thirty-seven hour employees and 10.0 hours per day for the forty hour employees. For all other summer school teachers, sick leave shall not be applicable except that full-time faculty who teach during summer school will have an option to surrender accumulated sick leave days if they wish to do so.
- 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 ten (10) days of sick leave in any one contract year for sickness in the immediate family, sickness which creates the necessity for the employee to remain away from the place of employment, or for personal bereavement related to a member of the immediate family.
- E. Sick leave without salary may be granted to members of the faculty subject to the discretion of the Board of Trustees. During any such leave, the Administration shall make appropriate arrangements for carrying on the activities of the affected area with due regard to the workload of other members of that area.

1       F. The immediate supervisor or appropriate Vice President shall  
2       submit a report to the Business Office of the number of days of  
3       sick leave taken. The report shall be on forms supplied by the  
4       Business Office. A person may be charged for sick days only when  
5       he/she would normally be working. The Board reserves the right to  
6       require a physician's certificate that the individual is incapaci-  
7       tated from performing his/her usual or ordinary duties for any  
8       sick leave taken.

9       G. If a person is sick, he/she shall notify his/her immediate super-  
10      visor or the appropriate Vice President at the earliest possible  
11      time.

12      H. Each member of the faculty may take three (3) days annually for  
13      personal leave. The first two (2) days so taken will not be  
14      charged against the sick leave credit of the individual. If these  
15      two (2) days are not taken, they will be rolled over into accumu-  
16      lated sick leave at the end of the fiscal year. If the third  
17      personal leave day is taken, it will be charged against the sick  
18      leave credit of the individual. If a personal leave is to be  
19      used, such notice shall be given by the faculty member not later  
20      than twenty-four (24) hours before duties are to begin. The  
21      faculty member shall state, in writing, his/her efforts to arrange  
22      coverage for the classes occurring during the period of personal  
23      leave. Such statement shall be submitted with a notice given of  
24      his/her intention to use personal leave. In emergency situations,  
25      the foregoing notice requirements may be waived. No permission is  
26      required to take personal leave.

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

31      14.2 Maternity/Child-Rearing and Disability Leave:

32      A. Unpaid Leaves of Absence:

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

39      1. Maternity/Child-Rearing Leave:

40      Any full-time faculty member shall be entitled to  
41      maternity/child-rearing leave without pay or other benefits  
42      subject to the general conditions of Section B hereinafter  
43      set forth. (Nothing in this section shall be construed as  
44      requiring any faculty member to apply for a maternity/child-

1 rearing leave. A faculty member shall utilize accumulated  
2 sick leave during any period of medical disability related  
3 to her pregnancy and/or to the delivery of the child.)

4 2. Disability Leave:

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

11 B. General Conditions for Leaves of Absence:

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

15 1. Time Requirements for Requesting Leaves:

16 Any application for an unpaid leave shall be made in writing  
17 to the President at least sixty (60) calendar days prior to  
18 the proposed start of the leave. The application shall  
19 state the requested starting and ending date of the leave.  
20 An emergency request or other request when sixty (60) days  
21 notice is not possible, for an unpaid leave of absence, may  
22 be submitted with as much advance notice as possible under  
23 the circumstances. The application shall indicate the basis  
24 for the emergency or inability to provide sixty (60) days  
25 notice.

26 2. Medical Substantiation:

27 Any request for a leave based upon personal medical reasons  
28 shall be accompanied by a physician's statement indicating  
29 the medical disability. Evidence from a qualified physician  
30 indicating the employee's ability to perform all assigned  
31 duties shall be submitted prior to the return of any  
32 employee on an unpaid leave for personal medical reasons.  
33 The College may require examination by a physician or other  
34 medical practitioner of its choosing, at Board expense. If  
35 a question exists concerning fitness to perform all assigned  
36 duties, the judgment of the Board-selected physician or  
37 medical practitioner shall be determinative.

38 3. Structuring of Leave:

39 After consultation with the faculty member, the President  
40 shall prepare a plan for the commencement and termination  
41 dates of any leave of absence recommended for approval,  
42 taking into consideration maintenance of continuity and

quality of the related college program as a primary criterion, duration of the leave requested, availability of qualified substitutes and other pertinent time and other factors related to the request. Other terms and conditions of the leave, such as proration of benefits, shall also be covered. Unless expressly agreed otherwise, leaves shall not exceed one (1) academic year. Every effort shall be made to have leaves terminate immediately prior to the start of the new academic year. Such leaves shall commence upon 1) the date agreed upon by the President and the faculty member, or 2) the actual date of disability, whichever shall first occur.

4. Sick Leave:

Sick leave shall not be available or accumulate during the period of any leave. Any accumulated sick leave availability at the commencement of the leave shall be available to the faculty member upon return to employment at the College.

## 5. Insurance Benefits:

With the consent of the College insurance carrier, a faculty member on an unpaid leave of absence may 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.

1       14.3   Sabbatical Leaves:

2       A.      Governing Principles:

3       1.     Sabbatical Leaves may be granted for the purpose of  
4           improving the quality of services provided to the  
5           constituents of Sauk Valley Community College. A member of  
6           the faculty who is granted such leave may improve services  
7           by:  
8           a.    Engaging in projects or activities that will result in  
9           the development of tangible materials which will  
10           improve or enhance the faculty member's assignment at  
11           the College or  
12           b.    Informal or formal advanced study selected to improve  
13           the faculty member's competence in his/her assignments  
14           at the College or which expands his/her capabilities  
15           to serve the College in a designated area of need.  
16           2.    Sabbatical Leaves are not intended to provide opportunities  
17           for financial gains. Therefore, applications for Sabbatical  
18           Leaves shall include a description of any salaries, grants,  
19           or fellowships expected to be received during the leave  
20           period. Following conclusion of the leave, the faculty  
21           member shall file a report with the President or designee of  
22           all salaries, grants, or fellowships actually received  
23           during the leave period.  
24           3.    Individuals on Sabbatical Leave will receive all rights and  
25           privileges of faculty. These include full fringe benefits  
26           and normal progression on the salary schedule. Subject to  
27           Paragraph C below, the salary shall be computed as though  
28           the individual were performing usual duties at the College.

29       B.      Eligibility

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

34       C.      Leave Plans

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

37       1.     One full academic semester on full salary for the semester  
38           or  
39       2.     One full academic year of two (2) semesters at one-half of  
40           the individual's contract salary for the full year.

1       D. Application

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

- 5           1. The leave plan desired.
- 6           2. The academic period for which the leave is desired.
- 7           3. Specific purpose for which the leave is desired and the  
8           relationship of the purpose to the person's College assign-  
9           ment.
- 10           4. Detailed plan of study or project for the period of leave,  
11           including verification of arrangements, if necessary.
- 12           5. Salaries, grants, and other payments anticipated during the  
13           period of the leave.

14           Request for Sabbatical Leave shall be reviewed by the Sabbatical  
15           Leave Committee for determination of eligibility and recomenda-  
16           tion.

17       E. Sabbatical Leave Committee

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

22       F. Criteria for Recommendation

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

- 25           1. Benefit to the College--which shall be defined as activities  
26           which improve the individual's teaching or service to  
27           students at Sauk Valley Community College and is a recog-  
28           nized need by the College. Benefit shall not in any way be  
29           construed to mean preparation for teaching at a level other  
30           than that which is encompassed in the offerings or programs  
31           at Sauk Valley Community College.
- 32           2. Completeness, acceptability, and organization of leave plan  
33           with verification as required.
- 34           3. Priority of application.
- 35           4. Previous leaves, if any.
- 36           5. Years of teaching experience at Sauk Valley Community

College.

G. Approval

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

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

## H. Reporting

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

### I. Number of Leaves

The College shall make provision for one (1) semester of paid faculty sabbatical leave per academic year. These funds may be allocated according to the leave plan requested under the provisions of Paragraph C.

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

14.5 Other Leaves: The President, with the approval of the Board of Trustees, may grant other leaves of absence with full pay, reduced salary, or without salary for the purpose of professional development, acceptance of professional assignments of limited duration with other colleges, governmental agencies, or foreign nations. Such leaves shall be for appropriate purposes consistent with the needs and interest of the College. Application for such leaves shall be made, in writing, to the President and shall state the purpose for which the leave is requested, its anticipated duration, and its value to the College. The terms and conditions of the leave shall be determined at the time the request for leave is acted upon. However, the date of April 1 and

1 November 15 shall be used to notify the College regarding his/her  
2 intention to return to his/her assignment. Failure of a faculty member  
3 to notify the College by the date specified as appropriate to the leave  
4 request shall constitute a formal resignation by the faculty member  
5 involved.

6 14.6 Leaves of absence with pay to attend Illinois Education Association  
7 conventions, seminars, and conferences, or to serve in elected or  
8 appointed official positions, shall be granted to the Association  
9 President or his/her delegate when leaves are requested ten (10) days in  
10 advance. Such leaves of absence shall not exceed a total of five (5)  
11 working days per academic year. The Association President or his/her  
12 delegate shall arrange for all classes to be covered during his/her  
13 absence at his/her expense.

14 14.7 Retirement Program: All permanent employees, including part-time  
15 employees whose employment is considered permanent at Sauk Valley  
16 Community College, are required to participate in the State Universities  
17 Retirement System, effective with the beginning of the first day of  
18 employment. Details concerning retirement allowances, disability  
19 benefits, reciprocity, and refunds are contained in the System's  
20 Handbook issued to every member at the beginning of his/her employment.

21 14.8 Other Employment: Any faculty member who accepts outside employment  
22 during the individual contract period without written notification to  
23 the appropriate supervisor may be subject to dismissal proceedings.  
24 Such employment shall, in no way, interfere with the College's ability  
25 to schedule classes taught by the faculty member. Such employment shall  
26 not interfere with duties normally expected of faculty members.

## ARTICLE 15

## Fringe Benefits

15.1 A. The Board shall provide a group hospitalization and major medical insurance program. The insurance program shall provide a \$200 deductible for single coverage or a \$400 deductible for employee plus one or family coverage. The Board will pay the premium costs for individual coverage for each full-time faculty member. Faculty members who elect dependent coverage will contribute for single plus one and family dependent costs, in equal monthly salary deductions, based on the following annual premium costs:

	<u>Plus One</u>	<u>Family</u>
1995-96:	\$ 138.87	\$ 227.04
1996-97:	\$ 277.74	\$ 454.08
1997-98:	\$ 416.61	\$ 681.12

In the event any changes in the group hospital or major medical insurance program are mandated by any state or federal government entity, either party shall have the option to reopen and renegotiate the impact of the mandate.

An Insurance Advisory Committee consisting of two (2) persons appointed by the Association, two (2) persons selected from the classified staff by the College President, the Vice President of Administrative Services, and the Coordinator of Personnel Services shall be created to provide input on insurance matters. The Committee shall meet at least quarterly for the purpose of review and evaluation of existing insurance programs and exploration of adjustments to those programs.

B. The Board shall make available a group life insurance policy for each full-time faculty member. The group life insurance shall be a term policy in the amount (thousands) nearest the base salary of the employee. The Board shall also provide group term life insurance in the amount of \$2,500 for the faculty member's spouse, and \$2,000 for each of the faculty member's children over six (6) months of age. The entire cost of the life insurance premiums shall be paid by the Board.

15.2 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 twenty-three (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 part of the tuition waiver as approved in this Agreement.

1       15.3 The College agrees, at the option of the individual, to prorate his/her  
2       ten (10) month salary over a twelve (12) month period. Once an  
3       individual has elected a method of payment, it may not be changed until  
4       the beginning of the next college year.

5       15.4 The College agrees to pay the regular expenses for academic robes and  
6       regalia required for any Sauk Valley Community College function.

7       15.5 A separate and private dining room shall be provided for the use of the  
8       professional staff.

9       15.6 Tuition Reimbursement: will be based upon Article 6, Section 6.5.

10      A.     The Board will reimburse tuition and mandatory course fees at the  
11       rate of up to \$115 per credit hour to a maximum of \$1,380 per  
12       year.

13      B.     Reimbursement for tuition may be used for graduate or undergraduate  
14       credit and for workshops, seminars, and symposiums as equated  
15       by the appropriate Vice President.

16      C.     Tuition reimbursement will be limited to twelve (12) credit hours  
17       per fiscal year.

18      D.     Tuition reimbursement shall be paid to faculty on approved leaves  
19       of absence for a maximum period of one (1) year at a rate not to  
20       exceed \$100 per credit hour and up to a total of thirty (30)  
21       credit hours. Tuition reimbursement does not apply in cases where  
22       these costs are covered by grants, scholarships, or assistant-  
23       ships.

24      E.     Tuition reimbursement shall be made upon presentation of a voucher  
25       or receipt from the institution where the staff member was  
26       enrolled to the Vice President of Business Services and should  
27       bear the endorsement of the appropriate Vice President approving  
28       such reimbursement, and upon completion of the course and receipt  
29       of transcript.

30      15.7 The Board shall establish a Section 125 plan through salary reduction  
31       that will allow employees to elect to designate a portion of their  
32       salary for the payment of group insurance premiums not paid by the  
33       Board, in accordance with the requirements of Section 125 of the  
34       Internal Revenue Code.

## ARTICLE 16

### Association and Faculty Rights

- 16.1 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.
- 16.2 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.
- 16.3 The Board agrees to furnish regularly to the Association two (2) 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.
- 16.4 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.
- 16.5 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 references, 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 (3) weeks of receipt of the correspondence if it is to become part of the personnel file.

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

- 16.6 The Board agrees to set aside a small room or office with table, chairs, and one (1) large file cabinet with lock for exclusive Association use.
- 16.7 The Association is entitled 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.
- 16.8 Through the President's Office, a copy of the proposed official calendar shall be made available to the faculty and the Association for their input thirty (30) calendar days prior to Board adoption. Any input must be submitted in writing to the President no later than twelve (12) calendar days prior to Board adoption.

## ARTICLE 17

## Professional Compensation

### 17.1 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 decision on the 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.

## 17.2 Salary Schedule:

The salaries, increments, and all other economic provisions of this contract shall be effective at the beginning of the 1995-96 Academic Year.

- A. The Sauk Valley Community College Instructional Salary Schedules contained herein shall be effective beginning the first day of the Fall Semester, 1995.
- 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 (1) step in the old rank. Add \$1,000 to that figure.

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.

	<u>Per Load Hour</u>
Instructor	\$340
Assistant and Associate Professor	\$365
Professor	\$390

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

	<u>Per Load Hour</u>
Instructor	\$375
Assistant and Associate Professor	\$400
Professor	\$425

SAUK VALLEY COMMUNITY COLLEGE

1995-96 INSTRUCTIONAL SALARY

EFFECTIVE FALL SEMESTER 1995

NINE MONTHS ONLY

STEP	INSTRUCTOR	ASSISTANT PROFESSOR	ASSOCIATE PROFESSOR	PROFESSOR
1.	\$22,928	\$26,086	\$29,346	\$33,083
2.	23,566	26,812	30,163	34,004
3.	24,222	27,559	31,003	34,951
4.	24,897	28,326	31,866	35,924
5.	25,590	29,115	32,753	36,924
6.	26,302	29,925	33,665	37,952
7.	27,035	30,758	34,602	39,008
8.	27,787	31,614	35,565	40,094
9.	28,561	32,495	36,556	41,211
10.	29,356	33,399	37,573	42,358
11.	30,173	34,329	38,619	43,537
12.	31,013	35,285	39,694	44,749
13.	31,877	36,267	40,800	45,995
14.	32,764	37,277	41,935	47,276
15.	33,676	38,315	43,103	48,592
16.	34,614	39,381	44,303	49,944
17.	35,577	40,478	45,536	51,335
18.	36,568	41,605	46,804	52,764

Twelve month personnel....multiply location on the salary schedule by 1.2.

SAUK VALLEY COMMUNITY COLLEGE

1996-97 INSTRUCTIONAL SALARY

EFFECTIVE FALL SEMESTER 1996

NINE MONTHS ONLY

STEP	INSTRUCTOR	ASSISTANT PROFESSOR	ASSOCIATE PROFESSOR	PROFESSOR
1.	\$23,235	\$26,393	\$29,653	\$33,390
2.	23,882	27,128	30,479	34,320
3.	24,547	27,883	31,327	35,275
4.	25,230	28,659	32,199	36,257
5.	25,933	29,457	33,096	37,266
6.	26,654	30,277	34,017	38,304
7.	27,397	31,120	34,964	39,370
8.	28,159	31,987	35,937	40,466
9.	28,943	32,877	36,938	41,593
10.	29,749	33,792	37,966	42,751
11.	30,577	34,733	39,023	43,941
12.	31,428	35,700	40,110	45,164
13.	32,303	36,694	41,226	46,422
14.	33,203	37,716	42,374	47,714
15.	34,127	38,766	43,554	49,043
16.	35,077	39,845	44,766	50,408
17.	36,054	40,954	46,013	51,811
18.	37,058	42,094	47,294	53,254

Twelve month personnel....multiply location on the salary schedule by 1.2.

SAUK VALLEY COMMUNITY COLLEGE

1997-98 INSTRUCTIONAL SALARY

EFFECTIVE FALL SEMESTER 1997

NINE MONTHS ONLY

STEP	INSTRUCTOR	ASSISTANT PROFESSOR	ASSOCIATE PROFESSOR	PROFESSOR
1.	\$23,525	\$26,683	\$29,943	\$33,680
2.	24,180	27,426	30,777	34,618
3.	24,853	28,189	31,633	35,581
4.	25,545	28,974	32,514	36,572
5.	26,256	29,781	33,419	37,590
6.	26,987	30,610	34,350	38,637
7.	27,738	31,462	35,306	39,712
8.	28,511	32,338	36,289	40,818
9.	29,304	33,238	37,299	41,954
10.	30,120	34,164	38,338	43,122
11.	30,959	35,115	39,405	44,323
12.	31,821	36,092	40,502	45,557
13.	32,707	37,097	41,630	46,825
14.	33,617	38,130	42,788	48,129
15.	34,553	39,191	43,980	49,469
16.	35,515	40,283	45,204	50,846
17.	36,504	41,404	46,463	52,261
18.	37,520	42,557	47,756	53,716

Twelve month personnel....multiply location on the salary schedule by 1.2.

## ARTICLE 18

### Effect of This Agreement

- 18.1 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.
- 18.2 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 19

### Duration of Agreement

19.1 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, 1998, provided that Article 2 of the 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, as provided in Article 2, Section 2.4.

## 19.2 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 seven (7) days of the receipt of such notification. Within fourteen (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 (1) 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 twelve (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 20

Acceptance

20.1 This Agreement is signed and adopted this 18th day of October, 1995.

IN WITNESS WHEREOF:

For the SAUK VALLEY COMMUNITY COLLEGE  
FACULTY ASSOCIATION

Deb Dill  
For the Faculty Association

Eric Ette  
For the Faculty Association

For the BOARD OF COMMUNITY COLLEGE  
DISTRICT NO. 506

Bill  
For the Board of Trustees

William B. Yemm  
For the Board of Trustees

ADDENDA

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, re-tention, 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 any standard deviation or means, except means for individual items.

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 or 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 understood that questions proposed for use in future student questionnaires will be provided to the association for its suggestions or responses with respect thereto.

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

Agreed this 17th day of October, 1975.

David Youker

David Youker, President  
Sauk Valley College Faculty Assoc.

Donald Coplan

Donald Coplan, Chairman,  
Board of Trustees  
Sauk Valley College

ADDENDUM 2

MEMORANDUM OF UNDERSTANDING

The Board of Trustees and the Faculty Association of Sauk Valley Community College agree that communications between the parties could be improved if representatives of the Administration and the Faculty Association meet at least twice a semester during the regular school year. The President and two additional designees by him, and three Officers of the Faculty Association or their designees should normally be in attendance unless otherwise mutually agreed upon by the parties.

The purpose of the meetings shall be:

1. To provide the opportunity for the parties to exchange information, share potential concerns and potential communication problems, explore prospective changes which might affect the College community and/or the Faculty Association of the College, and to allow for informational discussion of relevant issues.
2. To explore opportunities to strengthen the relationship between the parties through meaningful communication in the hope that misperceptions and misunderstandings may be avoided.
3. This Agreement for meetings shall be effective on an initial trial basis. Accordingly, this Memorandum of Understanding shall expire on the expiration of the Contract.

October 18, 1995

Date

10-18-95

Date

  
\_\_\_\_\_  
For the Board of Trustees

  
\_\_\_\_\_  
For the Faculty Association