

2019-2020

CONTRACTUAL AGREEMENT

BETWEEN

THE BOARD OF COMMUNITY COLLEGE DISTRICT NO. 506

AND

*THE SAUK VALLEY COMMUNITY COLLEGE
ADJUNCT FACULTY ASSOCIATION*

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ARTICLE I

RECOGNITION

- 1.1 The Sauk Valley Community College Board of Trustees (hereinafter the "Board") recognizes the Sauk Valley Community College Adjunct Faculty Association/Illinois Education Association/National Education Association (hereinafter the "Association") as the sole bargaining agent for adjunct faculty as follows:

Included in the bargaining unit: All adjunct faculty who teach at least three (3) credit hours per semester (excluding the summer term) for two (2) consecutive semesters (excluding the summer term). Any adjunct faculty member who qualifies for initial bargaining unit inclusion shall retain his or her bargaining unit eligibility status unless the adjunct faculty member does not thereafter teach at least three (3) credit hours in each following semester (excluding the summer term). Any adjunct faculty member who teaches less than three (3) credit hours in a semester is not eligible for inclusion in the bargaining unit and will be removed for that semester. Any adjunct faculty member who is removed from the bargaining unit will be re-eligible for bargaining unit inclusion only if he or she teaches at least three (3) credit hours in the current semester and has taught at least three (3) credit hours per semester in the previous semester (excluding summer). If he or she fails to qualify by teaching three (3) credit hours for two (2) consecutive semesters, he or she must satisfy the requirements for initial bargaining unit qualification for re-inclusion into the bargaining unit.

Excluded: All full-time college faculty, support personnel, supervisors, managerial, confidential, short-term and part-time employees who do not qualify as provided above, and employees whose positions are funded by contracts or agreements with outside governmental and/or private agencies.

ARTICLE II

MANAGEMENT RIGHTS

- 2.1 It is understood and agreed that all functions, rights, powers, or authority of the administration of the College and the Board of Trustees which are not specifically limited by the express language of this Agreement are retained by the Board provided, however, that no such right shall be exercised so as to violate any of the specific provisions of this Agreement. Said authority includes, but is not limited to, the generality of the foregoing rights.
- A. To the executive management, organization and administrative control of the College and its properties and facilities, and the activities of its employees;
 - B. To direct the work of the employees, determine the time and hours of operation and determine the kinds and levels of services to be provided and the methods and means of providing those services including entering into contracts with private vendors for services;
 - C. To hire all employees, and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, discipline, dismissal or demotion, and to promote, assign, and transfer all such employees;
 - D. To establish educational policies, goals and objectives, to insure rights and educational opportunities of students; to determine staffing patterns; to determine the number and kinds of personnel required in order to maintain the efficiency of district operations; and
 - E. To build, move or modify facilities; establish budget procedures and determine budgetary allocations; determine the methods of raising revenue; and take action on any matter in the event of an emergency.

ARTICLE III

NO STRIKE

- 3.1 During the term of this agreement and any extension thereof, there will be no strike, work stoppage, slow-down, or other concerted action, refusal or failure to fully and faithfully perform job functions and responsibilities by the Association during the term of this Agreement. During the term of this agreement and any extension thereof, the college will not engage in a lockout of the Adjunct Faculty employees.

ARTICLE IV

ASSOCIATION RIGHTS

4.1 Board Meetings

The Association will be furnished with a schedule of regular meetings of the College Board of Trustees, a copy of meeting agendas and any notice of a special meeting of the Board of Trustees in a prompt and timely fashion. A copy of approved Board minutes shall be made available to the Association President or designee.

4.2 Meeting Rooms, Interoffice Mail, Use of Equipment

- A. The Association shall have the right to use meeting rooms, if available, for Association business and shall have the right to use campus faculty mailboxes. In the designated Adjunct Faculty office, the Association shall have one bulletin board provided by the Board for Association notices. Also, bulletin board space will be available in the Information Office for Association business.
- B. The Association may have reasonable use of College duplicating equipment for appropriate Association purposes when such equipment is not required for other College business. The expense of duplicating supplies will be borne by the Association. The Association may use neither College equipment nor supplies for lobbying or political purposes.

4.3 Dues Deduction

The College shall allow optional dues deduction upon the part of those bargaining unit members who desire it. Proper authorization for payroll deduction of membership dues shall be the signature of the Employee on an authorization form prepared by the Association and submitted to the administration within 30 days of the Adjunct Faculty member's first day of teaching. Such payroll deductions shall be remitted to the Association monthly within the first ten (10) working days of each month.

4.4 Copies of Contract

The Board will place the contract on the SVCC website at no cost to the Association.

4.5 Membership Notification

Each semester the College will provide the Association with a list of Bargaining Unit employees no later than the 15th workday from the first day of the semester. The list will include each employee's name, address, academic terms employed by the college and current teaching schedule. Unless the Association files notice of disagreement within 10 working days, the membership list will be final.

ARTICLE V

WORKING CONDITIONS

5.1 Meeting Schedules

- A. Bargaining Unit members who are currently teaching shall be given notification of their academic division meeting, professional development activities, and other faculty meetings; and may attend such meetings.

5.2 Teaching Assignments

- A. The parties recognize that "teaching" comprises construction of a class syllabus, consistent with the generic course syllabus, that stipulates course objectives, content, and grading criteria; preparation of class presentations and instructional materials; delivery of instruction; consultation with and evaluation of students; maintenance of clear records on student performance and any other factors, such as attendance, involved in the grading of students; submission of grades and other required reports to the College by required deadlines; participation in assessment of student learning outcomes during scheduled class meeting times; textbook selection if requested by the appropriate dean; and consistency with course/divisional standards. Salary is paid to the adjunct faculty member in accordance with contractual terms as compensation for these tasks.
- B. Adjunct faculty shall be paid a stipend of \$100 whenever they are assigned to teach a course they previously have not taught. If the course assigned to an adjunct faculty member is a new course which was developed by the adjunct faculty member, the stipend shall be \$250 rather than \$100. The stipend shall be paid even if the class is cancelled due to low enrollment.
- C. Adjunct faculty members shall have the option to accept or reject requests by the College to perform Special Projects. Special Projects are duties or tasks outside of those set out as "Teaching Assignments" described in section 5.2A. Such Special Projects may include such things such as tutorials, independent study courses and honors programs which may be assigned by the College and accepted by the adjunct faculty member. If he or she agrees to perform a Special Project he or she shall be compensated at the then established College rate.

Special Projects may also include professional growth opportunities such as attending a seminar within the adjunct faculty member's area of expertise or interest. A request to attend a professional growth opportunity may be initiated by the College or by the adjunct faculty member and may be accepted or rejected by the adjunct faculty member. Any request for payment or reimbursement of expenses incurred incident to a professional growth opportunity shall be made in accordance with any policy established by the College and shall be approved or rejected at the sole discretion of the College.

- D. Adjunct faculty shall be reimbursed for mutually agreed upon off-campus travel at the IRS rate in effect on the date of travel. Travel distance shall be calculated from the point of origin (College or home, whichever is closest to destination) to the destination. Adjunct faculty shall not be reimbursed for travel to any site for normal teaching duties unless otherwise agreed by the Employee and the College.
- E. 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.
- F. The maximum cap for online classes will be 25 students or the cap used on the corresponding face-to-face class, whichever is lower. After consultation with and approval of their supervisor, instructors may approve raising the cap of an online class; the instructor will be paid the tutorial rate for each additional student over the assigned cap.
- G. Online course workload and compensation:

Faculty may be compensated for the development of new online courses using the following procedure:

1. Faculty considering the development of a new online course should first receive approval from the Academic Vice President. The faculty member and the Academic Vice President will sign a project agreement form before significant development work commences. Faculty will only be compensated for approved courses.
2. Faculty must complete an Online Course Development Application and receive initial online course development approval from the Online Learning Committee. The application includes an Online Course Development Application Review Checklist for the faculty to follow. All application and resource materials are found in FAST.
 - a. The application must include a proposed syllabus and an outline that covers two weeks or units of the online course.
 - b. If recommended by the Online Learning committee, the Online Course Development Application will be sent to the Academic Vice President for approval.
 - c. If the application is not recommended by the Online Learning Committee, the application will be returned to faculty member with suggestions for improvement. The faculty member may then address the recommendations and resubmit the application or directly appeal the decision to the Academic Vice President.
3. If the Online Course Development Application is approved by both the Online Learning Committee and the Academic Vice President, then the

faculty member may commence building the entire online course. The College will provide support for the development of online courses. Support includes creating an online course shell in the LMS, providing course design consultation and LMS support, ensuring accessibility compliance, and assisting in multimedia development.

4. The complete course is reviewed by one faculty member of the Online Learning Committee and an instructional designer using the Exemplary Online Course Checklist.
 - a. If online course revisions are recommended, faculty may address the recommended revisions and resubmit for approval or appeal the decision to the entire Online Learning Committee.
 - b. Once the checklist review is completed, the course is sent to the Online Learning Committee for final approval.
 - c. Once approved by the Online Learning Committee, recommendation for approval is sent to the Academic Vice President.
 - d. If the online course design is not approved by the Online Learning Committee, faculty may appeal the decision directly to the Academic Vice President.
 5. Once the new online course is fully developed, the faculty member is paid for the online course development. Compensation will be \$350 per credit hour for the number of credit hours the course is listed in the College catalog.
- H. The College will pay a \$100 stipend per semester for each weekday a scheduled class starts before 8:00 AM, after 5:00 PM or for classes held on Saturday or Sunday.

5.3 Notification of Available Full-Time Positions

When a vacancy announcement for a full-time faculty position is released, a notification of such position will be posted on the Association bulletin board. A copy of such notice will be placed in the Association president's campus mailbox.

5.4 Personnel File

The College shall keep an official personnel file for each adjunct faculty member. Each member shall have the right to make an examination of his or her personnel file upon three-business day's written notice. At the employee's request, a representative of the Association may accompany the employee in this review. Such review shall be by appointment during normal business hours and in the presence of a designated employee of the College. Neither the employee nor the employee's

representative shall remove any material from the file. The right of review does not extend to:

1. Pre-employment information, e.g., reference checks and responses, or information provided to the administration with specific request that it remain confidential.
2. Letters of reference for that employee, peer review documents and individual student evaluations.

Copies of materials in an employee's personnel file shall be provided to the employee upon request if such materials are not confidential. Except for material described in section 5.4.1, materials used to make adverse employment decisions may not be confidential.

5.5 Evaluation System

When a written report of a classroom observation or an evaluation is prepared, a copy of the written report shall concurrently be provided to the adjunct faculty member. The adjunct faculty member shall acknowledge receipt of such copy by signing it for the file but such acknowledgement shall not signify anything other than receipt of the material. Should the adjunct faculty member refuse to sign the written report, the Vice President or his designee shall write on the written report that the adjunct faculty member refused to sign, date it and sign his/her name to the written report.

A copy of the written signed report shall be maintained in the adjunct faculty member's personnel file in the Human Resources office.

An adjunct faculty member shall have the right to respond to a classroom observation or an evaluation placed in his/her personnel file by submitting such response in writing within fourteen (14) calendar days of the filing of the original material. Such response shall be attached to the file copy.

5.6 Academic Freedom

The academic freedom policy contained in Board Policy 402.01, in current form and as may be amended from time-to-time by the College Board of Trustees, shall apply to adjunct faculty members.

5.7 Discipline

If the College conducts an interview or holds a meeting with an Employee to either impose discipline or determine if discipline is warranted, the Employee shall have the right to Association representation present at the interview or meeting. No Employee shall be disciplined without just cause.

ARTICLE VI

GRIEVANCE PROCEDURE

- 6.1 A grievance is defined as a claim by the Association or individual employee that alleges there has been a violation, misinterpretation or misapplication of the provisions of this Agreement. A group of employees may present a class grievance, which is defined as a claim involving a single common issue.

The parties hereto acknowledge that it is usually most desirable for a bargaining unit member and supervisor to solve problems through free and informal communication. Accordingly, the parties shall attempt to informally resolve any potential grievance as hereinafter defined. If, however, the informal process fails to satisfy the bargaining unit member and/or the Association, a grievance may be submitted.

- 6.2 Individual employees shall have the right to present grievances. The Association representative shall be afforded the opportunity to be present and to represent the grievant at any step in the grievance process.

6.3 General Provisions

- A. All grievances must be reduced to writing no later than forty-five (45)-working days from the date of the incident or alleged violation-giving rise to the complaint or the date the grievant could have reasonably known of the incident or alleged violation.

The term "working days" as used in this Article shall mean days the College Business Office is open.

- B. A written grievance shall contain a statement of the grievance and the issues involved, the relief sought, the date the incident or alleged violation took place, and the article, section and clause of the agreement involved.
- C. The grievance shall be signed and dated and then presented to the immediate supervisor involved.
- D. If a grievance is not presented within the time limits set forth herein, it shall be considered waived. If a grievance is not appealed to the next Step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Board's last answer. If the Board or its designee does not answer a grievance or an appeal thereof within the specified time limits, the Association/grievant may elect to treat the grievance as denied at that Step and immediately appeal the grievance to the next Step. The time limit in each Step may be extended by mutual written agreement of the Board and the Association representative.
- E. The purpose of the grievance procedure shall be to resolve all disputes at the lowest possible level. Whenever the grievance procedure is available for resolution of any claim or cause of action of an employee and/or the

Association, the process shall be exhausted before the grievant and/or the Association may seek legal recourse in any court or administrative proceedings on the same general factual basis or claim. However, this does not preclude the grievant and/or Association from filing within any applicable statutory limitations.

- F. A grievance may be withdrawn at any level, without prejudice to either party.
- G. Grievance hearings shall be conducted at a time and place which will afford fair and reasonable opportunity for grievance and witnesses entitled to be present, to attend and will be held, insofar as possible, outside of the regular work hours of the personnel involved.
- H. An Association representative(s), bargaining unit member(s) and/or employee who participates in the grievance procedure shall not be subjected to any disciplinary action and/or reprisal because of such participation.
- I. A Class grievance, as hereinbefore defined, may be initially filed at Step 2.

6.4 Procedure for Adjustment of Grievances

Step 1 Supervisor Level

In the event the grievance is not resolved informally, the grievance may be filed with the appropriate Administrator and/or Supervisor. The Administrator and/or Supervisor will arrange for a meeting to take place within five (5) workdays after receipt of the grievance with the object of resolving the grievance.

In the event the matter is not resolved, the supervisor or administrator will furnish his/her written decision within five (5) working days to the Association representative and the bargaining unit member, if applicable.

Step 2 Chief Academic Officer Level

In the event the grievance is not resolved at Step 1, then the Association representative and/or the bargaining unit member may appeal the decision in writing to the Chief Academic Officer (CAO) or designee within five (5) workdays after receipt of the Step 1 response. The CAO or designee shall arrange for a meeting to take place within ten (10) workdays after receipt of the appeal with the object of resolving the grievance. In the event the matter is not resolved, the CAO or designee will furnish his/her written decision within ten (10) working days, in writing, to the Association representative and the bargaining unit member, if applicable.

Step 3 President Level

Within fourteen (14) working days after the CAO or designee renders a decision, an appeal may be taken by the Association representative and/or bargaining unit member to the President of the College or his designee. The

President or designee shall meet and confer with the Association representative and the bargaining unit member, if need be, within fourteen (14) working days with a view to adjusting the grievance. In the event the matter is not resolved, the President or designee shall render a decision in writing within fourteen (14) working days to the Association representative and bargaining unit member, if applicable.

Step 4 Board Level

If the Association is not satisfied with the disposition of the grievance by the College President, the grievance shall be transmitted to the Board of Trustees. A written Notice of Appeal, setting forth the basis for the appeal, shall be filed with the Board Secretary within fourteen (14) days of receipt of the President's decision. The Board shall hear the grievance at the regular Board of Trustees meeting unless the appeal is filed within seven (7) days of the next regularly scheduled meeting, in which case the grievance shall be heard at the following regularly scheduled meeting. The grievance, together with a record of the prior proceedings, shall be presented to the Board. The Board shall have the option of considering the appeal in an open or closed hearing session. No later than fourteen (14) days after the conclusion of the hearing, the Board shall render its decision in writing to the Association, the grievant, and the President.

6.5 Arbitration

- A. If the Association is not satisfied with the Step 3 response, the Association may submit the grievance to final and binding arbitration by notifying the President of the College within twenty (20) working days of receipt of the Step 3 response. Promptly thereafter, the parties shall jointly request the services of the American Arbitration Association. The parties may mutually agree to use the services of FMCS instead of the AAA. The parties shall jointly request a panel of five (5) arbitrators. Either party may reject one (1) entire panel. Both the Board and the Union shall have the right to strike two (2) names from the panel. One (1) party shall strike the first name, the other party shall then strike a second name, the first party a third name, and the second party a fourth name, and the remaining person shall be the arbitrator. The order of striking arbitrators' names shall be determined by a coin toss. The arbitrator shall be notified of his or her selection by a joint letter from the Board and the Union requesting that he or she set a time and place, subject to the availability of the Board and Union representatives. All arbitration hearings shall be held at the College, unless the parties mutually agree otherwise.
- B. The arbitrator shall act in a judicial, not legislative capacity and shall have no right to recommend to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He or she shall only consider and make a decision with respect to the specific issue submitted and shall have no authority to make a decision on any other issue not so submitted to him or her. In the event the arbitrator finds a violation of the terms of this Agreement, he or she shall fashion an appropriate remedy. The arbitrator shall be without power to make a decision contrary to or inconsistent with or modifying or

varying in any way the Agreement. The arbitrator shall submit in writing his or her decision within thirty (30) calendar days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to a written extension thereof. The decision shall be based solely upon his or her interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. The decision of the arbitrator, if made in accordance with the authority granted to the arbitrator, shall be final and binding upon the Board, the Association and the faculty members.

- C. The fees and expenses of the arbitrator and the cost of a written transcript for the arbitrator shall be divided equally between the Board and the Association; provided, however, that each party shall be responsible for compensating its own representatives and witnesses, and purchasing its own copy of the written transcript.

6.6 By-pass Step

If the Association and the CAO or designee agrees, any step of the grievance procedure may be bypassed and the grievance brought directly to the next step.

6.7 Non-Reprisal/Non-Discrimination

The Board shall not discipline, discriminate or take any reprisals or threaten such action against any Adjunct Faculty Employee as a consequence of the filing of any grievance or the exercise of any of the rights granted by any section of this agreement.

ARTICLE VII

COMPENSATION

7.1 Salary Schedule

Understanding that not all faculty members are required to have the same minimal educational qualifications to teach in certain disciplines and to have a faculty ranking system congruent with the expectations of the Higher Learning Commission and the Illinois Community College Board, the following are used for adjunct faculty:

1. Load hours are determined using the following scale:
 - a. Lecture and lab hours are located on course outlines
 - b. 1 lecture hour is equated to 1 load hour
 - c. 1 lab hour is equated to 0.90 load hour
 - d. Lecture and lab load are summed per course to determine compensation
2. Faculty who teach only non-transferable or developmental courses will have an appropriate Associate's or Bachelor's degree in the field and/or a combination of relevant education, training or tested experience. Compensation is determined at \$779 per class load hour.
3. Faculty who teach for-credit general education or transfer courses will have a Master's degree or Doctorate in the teaching discipline or related fields or a Master's degree or Doctorate in an unrelated discipline plus 18 graduate credit hours in the teaching discipline. Compensation is determined at \$893 per class load hour.

Adjunct Faculty employees may choose to accept extra assignments in the form of tutorials, independent study and honors projects. Compensation for tutorial, independent study and honors projects will be compensated at the following rates:

Honors Project: \$150 per student, with a maximum of three (3) students per academic term.

Tutorials and Independent Study: Compensated at a per student rate equal to one seventh (1/7) of the employee's current compensation per credit hour.

Student Club Advisors will be compensated with a stipend of three hundred dollars (\$300) per club each academic year. A faculty member will be compensated for a maximum of two (2) student clubs per academic year.

Recognized student organizations are defined as those having been approved through the student club's and organization's manual. To receive compensation, advisors must complete a one-page year-end summary to their Academic Dean or nominate the organization for Student Organization of the Year as part of the Student Leadership Awards. Either option must be completed before submission of spring semester grades.

7.2 Tuition Waiver

The College agrees to grant free tuition enrollment at the College for the faculty, their spouses, or their children under 23 years of age, to the extent of the number of credit hours taught by the faculty member during each semester. Such waivers may be used in the current semester, or either of the next two semesters, including the summer semester. If the tuition waivers are not used during those periods, they shall expire. Student activity fees are not considered part of the tuition waivers.

7.3 Travel

Adjunct Faculty may be eligible for approved travel and expenses for professional meetings as per current Board Policy.

7.4 403(b) Plan

Adjunct faculty shall be eligible to participate in the College sponsored 403(b) tax sheltered annuity plan.

ARTICLE VIII

EFFECT OF AGREEMENT

- 8.1. This Agreement shall be effective as of the 1st day of August, 2019, and shall remain in full force and effect until the 31st day of July, 2020, when it shall terminate.
- 8.2. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the College and the Association, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement.
- 8.3 This Agreement may only be amended during its term by the mutual agreement of both parties in writing.
- 8.4 This Agreement contains the entire agreement between the parties hereto and supersedes and cancels all prior collective bargaining agreements, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term.
- 8.5 Should any article, section or clause of this Agreement be declared illegal by a court or competent jurisdiction, then that article, section or clause shall be deleted and the parties shall negotiate the impact of that deletion. The remaining articles, sections, and clauses shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereunto have set their hands this 29th day of July, 2019.

BOARD OF TRUSTEES OF
SAUK VALLEY COMMUNITY
COLLEGE

By _____

Title Chair, Board of Trustees

Date _____

By _____

Title College President

Date _____

SAUK VALLEY COMMUNITY COLLEGE
ADJUNCT FACULTY ASSOCIATION,
IEA/NEA

By _____

Title Association President

Date _____

By _____

Title Association Negotiator

Date _____