

2019-2020

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 and counselors who have regular full-time appointments approved by the Board 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 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 based on the criteria for salary placement provided in Article 6 of this collective bargaining agreement.
- 1.4 Both parties agree they shall not discriminate against any faculty 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. However, the Board agrees to participate in good faith negotiations as provided herein.
- 1.7 Nothing contained herein shall limit or restrict the Board’s responsibility and authority to amend or adopt Board policy as the Board in its discretion deems necessary, except that no Board policy shall be amended or adopted where the subject matter of such policy is the product of specific agreements between the parties hereto after negotiation and upon inclusion in this Agreement. Further, nothing contained herein shall prevent the Board from executing the legal responsibilities imposed upon it by law.

## 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 Chairperson 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 and 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 the annual financial audit and tentatively 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 that 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 Chairperson of the Board or his/her duly authorized representatives.

#### 2.4 Impasse:

Either party may declare 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.

2.5 Tentative Agreement:

When tentative agreement is reached on all matters being negotiated, this agreement shall be reduced to writing and submitted to the Association membership and the Board for ratification. It shall be signed by the Chairperson or President and the Secretary of the respective parties. This Agreement shall be a part of and incorporated by this reference in the individual contract or statement of conditions of service submitted to faculty members, and said individual contract shall contain no provisions contrary to the provisions of this Agreement. The Agreement shall not discriminate against any member of the negotiating Unit regardless of membership or non-membership in the Association.

2.6 Ratified Agreement:

Copies of the ratified Agreement shall be made available by the Board to all members of the bargaining unit and to the public on the SVCC website. Five (5) printed copies will be delivered to the President of the Association. The President's Office will provide each new employee with a printed copy of the Agreement upon official employment by the college.

ARTICLE 3

No-Strike Clause

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

## ARTICLE 4

### Workload

#### 4.1 Assignment:

Workload for the full-time teaching faculty for the academic year shall be assigned by the Academic Vice President in accordance with the needs of the College after the Academic Vice President has consulted with faculty members regarding class size, scheduling, and compatibility of class assignments. Workloads up through thirty (30) faculty load hours may be assigned for the academic year without overload compensation. A minimum of twelve hours will be assigned during the fall and spring semester unless the faculty member is on a leave of absence or sabbatical.

#### 4.2 Load Hour Definitions:

Load hours for workload will be determined allowing one (1) load hour for each lecture hour. For laboratory hours, faculty shall receive .90 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 Academic Vice President or Dean may be given released time for their workload.

#### 4.3 Office Hours:

Faculty must schedule a minimum of 300 minutes of office hours each week (in a minimum of 30 minute blocks) during the fall and spring semesters. These office hours should maximize the instructor's availability to students and should be scheduled between the hours of 7:00 AM and 9:30 PM. Office hours may not be scheduled during the Monday or Wednesday activity hour (12:30-1:30 PM). Faculty office hours will be held in the instructor's office, the Learning Commons, or other instructional areas that are approved by the instructor's supervisor. Faculty may schedule up to 100 minutes of online office hours each week as part of their 300 minute minimum allotment. For all office hours, instructors will post the time of their office hours, the location of the office hours, and the best way for students to reach them (e.g., email, LMS, or phone) in their class syllabi.

#### 4.4 Overload:

Overload will be determined on the basis of the assignment of the academic year (i.e., fall and spring semesters). 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. Faculty will be required to teach no more than 18 load hours for any semester. Faculty will be required to teach a minimum load of 12 load hours per semester.

4.5 Class Schedule Stipend:

The College will pay a one-time \$100 stipend per semester for each day a scheduled class starts before 8:00 AM, after 5:00 PM or for classes held on Saturday or Sunday, e.g., two classes beginning before 8:00 AM equate to a \$200 one-time stipend.

4.6 Counselor Workload:

Workload for full-time faculty other than full-time teaching faculty eligible for membership in the Association shall be forty (40) hours per week. Any instructional duties assigned will be on an overload basis with the exception of counselors teaching Student Development classes (e.g., FYE 101) as part of their forty (40) hours per week.

4.7 Teaching Assignment:

Teaching assignments will include any course that can be applied toward an Associate's Degree or Career Certificate or is part of the Adult Education or the Developmental area. Selection and assignment of faculty members to courses are the responsibilities of the Academic Vice President or Dean.

4.8 Personal and Professional Development Courses:

Full-time faculty may volunteer to teach credit or non-credit personal and professional development courses. These courses shall not be considered part of the faculty member's normal workload unless specifically approved by the Academic Vice President or appropriate Dean. Faculty teaching personal and professional development courses outside of their normal workload will be reimbursed at the personal and professional development rate. A personal and professional development course for the purpose of this contract is defined as non-credit or vocational skills (pcs 1.6).

4.9. Off-Campus Travel Reimbursement:

Full-time faculty shall be reimbursed for off-campus travel at the current college rate. Travel distance shall be calculated from the point of origin (College or home) to and from the instructional site, whichever is the shorter distance.

4.10 Nursing Clinical Coordination:

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.

4.11 Off-Schedule Course Assignment:

If it is determined by the Academic Vice President that a student needs a course not offered during a particular semester, every effort will be made by Academic Services

to offer the teaching opportunity to the faculty member who regularly teaches that class. If it cannot be taught by a SVCC faculty member, the Academic Vice President will determine how best to accommodate the student.

#### 4.12 Online Class Caps:

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.

#### 4.13 Online Course Workload and Compensation:

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

- A. 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.
- B. 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.
  1. The application must include a proposed syllabus and an outline that covers two weeks or units of the online course.
  2. If recommended by the Online Learning Committee, the Online Course Development Application will be sent to the Academic Vice President for approval.
  3. 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.
- C. 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.

- D. The complete course is reviewed by one faculty member of the Online Learning Committee and an instructional designer using the Exemplary Online Course Checklist.
  - 1. 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.
  - 2. Once the checklist review is completed, the course is sent to the Online Learning Committee for final approval.
  - 3. Once approved by the Online Learning Committee, recommendation for approval is sent to the Academic Vice President.
  - 4. If the online course design is not approved by the Online Learning Committee, faculty may appeal the decision directly to the Academic Vice President.
- E. 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.

#### 4.14 Work Schedule Beginning and Ending:

The faculty work schedule will commence each semester with the College in-service and end when final grades and academic assessment data are turned in to the College. As part of their workload, faculty are required to attend the following:

- A. Two full day (up to 8 hours) in-service programs that will be scheduled one working day prior to the first day of classes in the fall and spring semesters.
- B. Seven one-hour Wednesday meetings (i.e., full faculty meetings or area meetings) that will be scheduled up to seven times per academic semester by the Academic Vice President.
- C. Commencement (missing commencement counts as eight (8) hours of personal time).

#### 4.15 Committee Service

Appropriate annual service will be fulfilled by faculty participating as either (1) a member of one College standing committee, (2) a member of at least two College ad hoc committees (e.g., search committees and Academic Appeals Board), or (3) a program review lead author.

## ARTICLE 5

### Faculty Tenure Policy

#### 5.1 Tenure Definition:

Tenure is hereby defined as the continued contractual appointment to a full-time non-grant funded faculty position of employment at Sauk Valley Community College. Tenure, as defined in this Agreement, applies to all full-time non-grant funded 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) consecutive 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. Prior to tenure, if the faculty member 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 faculty member 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 not 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 Academic 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. Faculty members will have the opportunity to provide input regarding tenure recommendations through the process specified in the faculty handbook.

5.4 Dismissal for Cause:

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

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

5.5 Reduction in Force of the Number of Faculty Members:

The services of any member of the faculty may be terminated as a result of a decision by the Board to decrease the number of faculty members employed by the Board or to discontinue some particular type of teaching service or program. Notice shall be given to the affected faculty member no later than sixty (60) calendar days before the end of the current school year together with a statement of honorable dismissal and the reason therefore. In the event a tenured faculty member is not given notice within the time herein provided, the faculty member shall be deemed re-employed for the ensuing school year.

- A. Faculty members of the program area in which the reduction in force is being considered shall be consulted in a meeting held no later than thirty (30) days prior to any Board action on the reduction in force.
- B. Within fourteen (14) days after said meeting, at least one (1) faculty or Association representative designated by the affected program area faculty members shall file with the President the opinions of said program area.
- C. The President will forward the program area's opinions to the Board prior to any Board action on the matter.
- D. Notification of termination shall be given as soon as the need for reduction in force is apparent but, in any case, not later than February 1 of the contract year. Termination shall be made at the end of the contract year.

- E. Faculty affected shall be given five (5) instructional days advance notice before the Board acts on administrative recommendations on the above. In the event of a reduction in force by the Board, to the maximum extent possible, except where program continuation comes under jeopardy, seniority shall be given the greatest weight in all matters involving a reduction in force. 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. If more than one initial contract receives Board approval on the same date, seniority shall be determined by a coin flip.
  
- F. For the period of twenty-four (24) months from the beginning of the school year for which the faculty member was dismissed, any faculty member shall have the preferred right to reappointment to a position entailing services he/she is competent to render prior to the appointment of any new faculty member provided that no non-tenured faculty member or other employee with less seniority shall be employed to render a service that a tenured faculty member is competent to render. The faculty member recalled must notify the College of his/her intent to accept the position within fourteen (14) calendar days after the receipt of offer.
  
- G. The College will pay the individual covered under this contract \$500 plus \$100 for each academic year of service to the institution should said individual be dismissed due to a reduction in force.
  
- H. During his/her final semester of employment, the individual to be dismissed due to reduction in force will be provided four (4) hours of released time.

## ARTICLE 6

### Criteria for Placement and Promotion of Faculty

#### 6.1 Salary Schedule Placement:

- A. The faculty will be classified into seven ranks: Instructor I, Instructor II, Assistant Professor I, Assistant Professor II, Associate Professor I, Associate Professor II, and Professor.
- B. Faculty appointments are made on an individual basis and depend upon relevant education, teaching, and professional experiences. Faculty hired before January 1, 2020 will be placed on the faculty salary schedule using their appropriate rank commensurate to current educational attainment and their current step. After January 1, 2020, faculty will be placed on the faculty schedule using the placement criteria found in B1 and B2.
  - 1. Attained relevant education will determine rank (see Article 6.2). Promotional credits, with approval of the Academic Vice President, may be earned by completing undergraduate or graduate credit hours or by receiving discipline specific training (see Article 6.3).
  - 2. The number of years of relevant professional experience is used to determine the appropriate step on which faculty will be placed.
    - a. One year of full-time college teaching employment is counted as one experience step.
    - b. One year of part-time college teaching employment is counted as 0.5 experience step.
    - c. One year of discipline-related professional employment is counted as 0.5 experience step.
    - d. Initial experience calculations for placing faculty will be rounded down if 0.49 or below and rounded up if 0.50 or above.
- C. New faculty may appeal their placement on the FY 20 schedule within 30 business days of their official hiring date. Faculty have the option of requesting a Faculty Association member to attend a meeting with Human Resources during this review process. If agreement is not reached, faculty may grieve their placement per Article 12. Faculty who do not appeal their placement will waive all rights to a future appeal.

## 6.2 Specific Minimum Requirements for Placement:

Understanding that not all faculty members are required to have the same minimal educational qualifications to teach in certain disciplines and to have faculty ranking system congruent with the expectations of the Higher Learning Commission and the Illinois Community College Board, the following placement system will be used to place and promote faculty.

- A. Instructor I Minimum Requirements: Faculty who teach only non-transferable or developmental courses
  - Appropriate Associate's or Bachelor's degree in the field and/or
  - A combination of relevant education, training, or tested experience
- B. Instructor II Minimum Requirements: Faculty who teach only non-transferable or developmental courses
  - Appropriate Associate's or Bachelor's degree in the field and/or
  - A combination of relevant education, training, or tested experience plus
  - An additional 15 approved promotional credits
- C. Assistant Professor I Minimum Requirements
  - 1. Faculty who teach only non-transferable or developmental courses
    - Appropriate Associate's or Bachelor's degree in the field and/or
    - A combination of relevant education, training or tested experience plus
    - An additional 30 approved promotional credits
  - 2. Faculty who teach for-credit general education or transfer courses
    - Master's degree in the teaching discipline or related fields or
    - Master's degree or Doctorate in an unrelated discipline plus 18 graduate credit hours in the teaching discipline
- D. Assistant Professor II Minimum Requirements
  - 1. Faculty who teach only non-transferable or developmental courses
    - Appropriate Associate's or Bachelor's degree in the field and/or

- A combination of relevant education, training or tested experience plus
  - An additional 45 approved promotional credits
2. Faculty who teach for-credit general education or transfer courses
- Master's degree in the teaching discipline or related fields and an additional 15 approved promotional credits or
  - Master's degree or Doctorate in an unrelated discipline plus 18 graduate credit hours in the teaching discipline and an additional 15 approved promotional credits

E. Associate Professor I Minimum Requirements

1. Faculty who teach only non-transferable or developmental courses
- Appropriate Associate's or Bachelor's degree in the field and/or
  - A combination of relevant education, training or tested experience plus
  - An additional 60 approved promotional credits
2. Faculty who teach for-credit general education or transfer courses
- Master's degree in the teaching discipline or related fields and an additional 30 approved promotional credits or
  - Master's degree or Doctorate in an unrelated discipline plus 18 graduate credit hours in the teaching discipline and an additional 30 approved promotional credits

F. Associate Professor II Minimum Requirements

1. Faculty who teach only non-transferable or developmental courses
- Appropriate Associate's or Bachelor's degree in the field and/or
  - A combination of relevant education, training or tested experience plus
  - An additional 75 approved promotional credits
2. Faculty who teach for-credit general education or transfer courses

- Master's degree in the teaching discipline or related fields and an additional 45 approved promotional credits or
- Master's degree or Doctorate in an unrelated discipline plus 18 graduate credit hours in the teaching discipline and an additional 45 approved promotional credits

G. Professor Minimum Requirements

1. Faculty who teach only non-transferable or developmental courses

- Appropriate Associate's or Bachelor's degree in the field and/or
- A combination of relevant education, training or tested experience plus
- An additional 90 approved promotional credits

2. Faculty who teach for-credit general education or transfer courses

- Doctorate in the teaching discipline or related fields or
- Master's degree in the teaching discipline or related fields and an additional 60 approved promotional credits or
- Doctorate or Master's degree in an unrelated discipline plus 18 graduate credit hours in the teaching discipline and an additional 60 approved promotional credits

6.3 Promotional Credit:

A. The Academic Vice President must approve promotional credit prior to enrollment in any learning activity.

B. Promotional credit may be earned by faculty in the following ways:

1. Undergraduate or graduate credits completed from a regionally accredited institution of higher education.
2. Non-credit seminars, symposiums, and workshops at the ratio of one credit equal to 15 hours of actual contact experience. Any on-campus activity that faculty are required to attend by contract (e.g., in-service, Wednesday faculty meetings, and committee meetings) may not be used for promotional credit.

C. Restrictions

1. Promotional credits must be related to the faculty member's actual or intended employment at Sauk Valley Community College and toward improvement of his or her employment capacity.
2. For initial placement on the faculty schedule, faculty may not claim non-credit coursework. Only non-credit coursework earned while at Sauk Valley Community College can be used for promotional purposes.

## ARTICLE 7

### Types of Appointments and Termination

#### 7.1 Types of Appointments:

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 Faculty 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 Tenured Faculty:

- A. Termination for Cause: The services of a tenured faculty member 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 that, 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 that is available to him/her. No recommendation for termination will be based on information acquired anonymously.

2. If the President decides to recommend termination to the Board, the individual concerned shall be formally notified at least seven (7) days prior to the President's recommendation to the Board and shall be given the opportunity to be present at the time the recommendation is made to the Board and to request a public or private hearing on the recommendation. If the Board accepts the President's recommendation, then the individual and/or the Association may appeal the Board's decision pursuant to section 3B-4 of the Higher Education Act (110 ILCS 805/3B-4). The specific charges for dismissal shall be confidential but shall be issued to the tenured faculty member upon request and, if requested by the faculty member, to the Association. The Board's decision shall be final unless the faculty member or Association requests in writing of the Board a hearing be scheduled.

#### 7.4 Termination of Non-tenured Faculty:

If the Board makes a decision to terminate a non-tenured faculty member for the ensuing school year or term, the Board shall give notice thereof to the faculty member not later than sixty (60) days before the end of the school year or term. The specific reasons for the dismissal shall be confidential but shall be provided to the faculty member upon request and, if requested by the faculty member, to the Association. If the Board fails to give such notice within the time period, the faculty member shall be deemed re-employed for the ensuing school year. If the Board fails to give such notice within the time provided during the third year, or during the fourth year in the case of a one-year extension, the faculty member shall enter upon tenure during the ensuing school year or term.

## ARTICLE 8

### Evaluation Procedures

#### 8.1 Evaluation Responsibility:

In order to ensure quality education and management accountability, the evaluation of a faculty member's performance is the responsibility of the Academic Vice President or other supervisor who is responsible to the President for the preparation of recommendations regarding the status of faculty under his/her supervision.

#### 8.2 Faculty Performance Metrics:

A. Classroom Teaching

B. Professional Growth

C. Academic Growth

D. College Service

E. Service to Students

- Faculty members facilitating non-academic extracurricular groups will not be evaluated on student proposals, products, or activities.

F. Service to Community

G. Assigned Activities Funded by the College that are Part of the Faculty Member's Workload

H. Participation in Academic Assessment

I. Adherence to the Faculty Job Description as Mentioned in Appendix B

#### 8.3 Components of Faculty Evaluation:

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 (as related to Article 8.2):

Self-evaluation that summarizes accomplishments for the past year and outlines plans and goals for the next year as related to Article 8.2.

C. Evaluation Session:

An annual face-to-face evaluation session between the faculty member and his/her supervisor where the faculty member will be presented a written evaluation summary and employment recommendation for his/her review and comment. The faculty member may submit a written response to his/her evaluation; this response will be included in his/her personnel file.

D. Annual Recommendation:

An annual recommendation to the President of the College regarding the faculty member from the Academic Vice President.

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

8.5 Student Questionnaires:

Student questionnaires will be distributed to students and collected by faculty supervisors for purposes of gaining student input regarding any and all aspects of a course including classroom facilities, scheduling, textbooks and other materials, equipment, method and style of presentation, and methods of student evaluation. Administration will share aggregate results of the questionnaires with faculty at the end of the course for purposes of modifying or improving the course. These questionnaires will not be used as part of the formal faculty evaluation process and, therefore, would not be used as a basis for discipline, promotion, retention, salary increments, granting or denial of appointments, or other adverse or positive action involving faculty members. However, student questionnaires may prompt additional faculty observations by the faculty's direct supervisor. Such additional observations shall not take place without prior arrangement with the faculty member to be observed.

- A. Administration reserves the right to choose which courses are evaluated by students. Questionnaires may be distributed to students in either the fall or spring semester no sooner than the sixth week of a sixteen-week course and no sooner than the third week of an eight-week course and will have been completed within two weeks of their delivery to the faculty member. Quantitative summaries of the questionnaires will be delivered to the faculty by administration within two weeks after having been received; qualitative data from the questionnaires will be delivered to the faculty by administration within two weeks after the end of the semester.
- B. Questionnaires will be delivered annually to a maximum of three classes for each tenured instructor. Questionnaires will be delivered annually to a maximum of six classes for each term instructor.
- C. Changes to the questionnaires will be submitted to the Curriculum Committee or its successor committee for approval.
- D. The administration shall not disclose the questionnaires to other persons or institutions other than the faculty member involved nor will the results be made public in any form.

#### 8.6 Reprimand Procedure:

- A. When the College has reason to believe an incident has occurred that might constitute grounds for a warning or discipline, the appropriate administrators shall investigate. Should the College determine action needs to take place, a conference between the employee and the appropriate administrator shall take place. The employee shall be advised of his/her right to representation prior to the meeting.
- B. If as a result of the conference a written reprimand is deemed appropriate by the administrator, the employee shall be given a copy of the reprimand prior to the reprimand being placed in the employee's personnel file. The employee shall sign the reprimand letter acknowledging receipt; however, such signature shall not constitute agreement with the content of the reprimand. The employee shall have the right to submit a rebuttal letter within ten (10) working days of the receipt of the letter of reprimand. The rebuttal shall be attached to the letter of reprimand to be placed in the employee's personnel file.
- C. Any warning or disciplinary notice in an employee's personnel file shall not be used for progressive disciplinary purposes if no disciplinary action is taken within three (3) calendar years of the date of the warning or disciplinary action.
- D. In addition to the above disciplinary actions, a faculty member may be disciplined or dismissed for cause in accordance with Board Policy 415.01 (Dismissal for Cause for Administrators and Instructional Faculty).

## ARTICLE 9

### Change in Status

#### 9.1 Annual Review:

There will be an annual review of the performance and status of each member of the faculty holding a term or continuing appointment. This review shall include a conference between the faculty member and the Academic Vice President or Dean 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:

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

- A. Retention with normal salary increment
- B. Retention with extra salary increment
- C. Promotion to a higher rank
- D. Termination of service
- E. Granting of continuing appointment (tenure)
- F. Retention without salary increment
- G. Additional education required

#### 9.3 Recommendation:

If the President recommends 1, 2, or 3 above and if the Board's disposition of the recommendation is contrary to such recommendation, the faculty 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 Academic Vice President or Dean shall notify each faculty member of the recommendation that is being made as a result of the annual review. For a term appointee, this notification shall be accomplished by February 15 and for a continuing appointee by January 1 (Note Article 5, Section 5.2 on tenure for notification procedure on the granting of continuing appointment). The faculty member may then request a meeting with the President, the Academic Vice President, or Dean to show cause for any inequity in the recommendation. He/she may invite up to two (2) observers of his/her choice to attend the

meeting. In any case, within two (2) weeks of the above dates, the faculty member will be given written notice by the President of his/her decision regarding the recommendation. If the recommendation is for option D, F, or G of Article 9, Section 9.2, the faculty member may request the Board to review his/her case. Such a request must be made within ten (10) days after the faculty member has received written notification of the President's recommendation. The faculty member may enlist the assistance of the Association in presenting his/her case to the Board.

9.5 Board Action:

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

## ARTICLE 10

### Retraining

#### 10.1 Retraining Definition:

Retraining of a faculty member means a significant amount of additional academic course work or training so the faculty member acquires the necessary background to teach courses the faculty member would not otherwise be competent and qualified to teach. Retraining undertaken pursuant to the terms of this Article may be either 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 Academic Vice President's evaluation of the educational needs of the College and of the faculty member's program area. The Academic 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 Academic 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 program area, and a copy of the retraining plan shall be submitted by the Academic Vice President to the appropriate immediate supervisor. The program area shall make a written report to the Academic Vice President either concurring in the requirement or indicating the specific reasons why it is felt the requirement should not be enforced. If the program area fails to submit its report to the Academic Vice President within thirty (30) calendar days after receipt of a copy of the Academic 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 the faculty member has and will have during the period of retraining.
- E. The reasonableness of the Academic Vice President's decision to require retraining and its implementation may be the subject of a grievance. Any such grievance must be filed within forty-five (45) student attendance days of written notification of the Academic Vice President's final decision. Failure to file within said period shall constitute a waiver of the right to grieve the matter. Any such grievance shall start with the Board of Trustees Grievance Hearing Committee at Step 3. The scope of

review of the required retraining plan by the Board of Trustees Grievance Hearing Committee or by the Arbitrator, if the grievance is carried to arbitration, shall be limited to the reasonableness of the Academic Vice President's requirement and its implementation, taking into consideration the educational needs of the College and of the faculty member's program area, the faculty member's academic qualifications and experience, the faculty member's other responsibilities to the College, and his/her ability to perform the services required by the College, and, if relevant, the ability of the College to retain a highly qualified faculty member or members who might otherwise be lost as a result of reduction in force. If it is determined that the requirement is unreasonable, it shall be waived, and any salary increment withheld as a result of the faculty member's failure to perform the requirement shall be paid to the faculty member.

- F. The faculty member's progress in the retraining plan shall be reviewed at the faculty member's Annual Review. In the event any changes are made in the retraining plan or implementation plan to which the faculty member objects, the faculty member must object in writing at the Annual Review and such objection shall be noted in the Annual Review document. He/she shall be entitled to raise an objection by a grievance, but any such grievance not filed within thirty (30) calendar days after the Annual Review shall be considered waived.
- G. The faculty member shall be given released time with pay from a full thirty (30) hour teaching or normal workload for those employed on a thirty-seven (37) hour basis equal to the number of equated credit hours approved by the Academic Vice President and taken by the faculty member as a result of the Academic Vice President's requirement, or the faculty member may be given some other type of additional compensation based on equated hours, provided; however, no additional compensation shall be paid to any faculty member in the form of monetary compensation, compensated released time or otherwise, unless such additional compensation is specifically set out in the Retraining Plan that shall signify the Academic Vice President's prior approval of any courses or training. All compensation in the form of either released time or salary shall be calculated on the basis of equated hours. In cases where this compensation results in an overload, it will be paid at the overload salary rate as specified in Article 17, Section 17.4. If the retraining takes place during the summer, the equated hours of released time shall be paid at the summer salary rate as specified in Article 17, Section 17.4. Cost estimates and approvals for the total retraining program shall be included in the retraining plan.
- H. 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.
- I. The retraining plan shall be signed by both the Academic 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 10.2 E hereof.

### 10.3 Voluntary Retraining:

- A. If a faculty member voluntarily wishes to undertake retraining, his/her Academic Vice President may agree to such retraining on behalf of the College at the sole discretion of the Academic Vice President.
- B. Voluntary retraining shall be set out in a retraining plan that will be signed by the faculty member and the Academic 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 Academic Vice President and signed by the faculty member and the Academic 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 that, 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 Chairperson 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.

## ARTICLE 12

### Faculty Grievance Procedure

- 12.1 Whereas the establishment and maintenance of a harmonious, cooperative relationship between the College and the faculty 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 faculty 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.
- 12.2 Definitions:
- A. A grievance shall mean a claim that there has been an alleged violation, misinterpretation, or misapplication of a provision of this Agreement.
  - B. A grievant shall be any party to this Agreement or any member of the full-time faculty who shall submit a grievance.
  - C. Association representative or grievance committee means a member or members of the Association's grievance committee that is composed of seven (7) members from the local Association appointed in accordance with the bylaws of the Association.
  - D. Time limits: All time limits in reference to the grievance procedure refer to days the College is officially open.
- 12.3 General Conditions:
- A. The Board acknowledges the right of the Association's grievance committee to participate in the processing of a grievance at any level if the grievant so desires, and the Board acknowledges that no grievant be required to discuss any grievance if a grievance committee member is not present.
  - B. At least one (1) member of the grievance committee in addition to the grievant shall be present for any meeting, hearing, appeals, or other proceedings relating to a grievance that has been formally presented provided it is the wish of the grievant. Nothing contained herein shall be construed as limiting the right of any grievant to have a grievance adjusted without the intervention of the Association provided that, if the grievance has been formally filed with the Association, the Association shall be notified of the final settlement.
  - C. The parties acknowledge that it is usually most desirable for a grievant and his/her immediately involved supervisor to resolve problems through free and informal communications. When requested by a grievant, the grievance committee may intervene to assist in this procedure. However, should such informal processes fail to satisfy the grievant, then a grievance may be processed in accordance with the following procedure.

- D. If a grievance is to be processed in accordance with Article 12, Section 12.4, Procedures, the grievant shall initiate step one within forty-five (45) student attendance days from the date of the event giving rise to the grievance. The failure of the Administrator or the Board to give a decision within the time limits stated shall permit the grievant to proceed to the next step. The failure of a grievant or the Association to take action in accordance with this Agreement within the prescribed time limits shall act as a bar to any further appeal.
- E. The number of days indicated at each level shall be considered maximums, and every effort shall be made to expedite the process. The time limits may be extended by mutual consent and in writing.
- F. All decisions shall be rendered in writing to the grievant and the Association at each step of the grievance procedure setting forth the findings of fact, conclusions, and supporting reasons.
- G. Either party shall have the right to be represented by representatives of his/her choice at any level above Step 1.
- H. Either party shall have the right at all stages of a grievance proceeding to confront and cross examine all witnesses called against him/her to testify and to call witnesses on his/her behalf. There shall be no limitations on the presentation of competent evidence on either side in the hearing before the Board of Trustees Grievance Hearing Committee.
- I. Hearings and conferences under this procedure shall be conducted at a time and place that will afford a fair and reasonable opportunity for all persons, including witnesses entitled to be present, and will be held, insofar as possible, at other than college hours or during non-teaching time of personnel involved. When such hearings and conferences are held, at the option of the Administration during college hours, all faculty whose presence is required shall be excused with pay for that purpose.
- J. No reprisals of any kind shall be taken against any faculty member for participating in any grievance proceeding. If any faculty member for whom a grievance is filed, processed, or sustained shall be found to have been unjustly charged, and if suspension is involved, he/she shall be restored to his/her former position.
- K. All documents, communications, and records dealing with the grievance shall be filed separately from the personnel files of the participants. An individual's grievance file shall be open to him/her upon request.
- L. It is agreed that the grievant shall be furnished with copies of any written information in the possession of the Board and/or the Administration necessary for the processing of any grievance or complaints.
- M. A grievance may be withdrawn at any level without establishing a precedent.

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

#### 12.4 Procedures:

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

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

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

Step #3. If the Association is not satisfied with the disposition of the grievance by the President, the grievance shall be transmitted to the Board. A written Notice of Appeal, setting forth the basis for the appeal, shall be filed with the Board Chair within fourteen (14) days of receipt of the President's decision or within fourteen (14) days after the hearing. The Board shall hear the grievance at the Board meeting immediately following the appeal or may call a special meeting within fourteen (14) days after receipt of the appeal. The grievance, together with a record of the prior proceedings, shall be presented to the Board. 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.

Step #4. If the Association is not satisfied with the decision of the Board committee or if no decision has been made within the period provided in Step #3, the Association may submit the grievance to arbitration before an impartial arbitrator. The Association must declare in writing to the Board of Trustees Hearing Committee that such arbitration is desired. Such declaration must be made to the Board of Trustees Hearing Committee within fourteen (14) days after the Association has received the decision of the Board of Trustees Hearing Committee on its appeal to them. If the parties cannot agree on an arbitrator, a list of five (5) or more arbitrators shall be secured from the American Arbitration Association (A.A.A.). The Arbitrator shall be selected within fourteen (14) days of the receipt of the list of

arbitrators from A.A.A. Such a list shall not include a resident of the Community College District. Final selection of the arbitrator shall be made by the parties who shall strike a name from the list of five (5) alternately until one (1) name remains, and this person shall serve as arbitrator. The party eligible for the first deletion shall be determined by chance. The Administration and the Association shall not be permitted to present in such arbitration proceedings any evidence not previously disclosed to the other party at the Board of Trustees Committee Hearing. The arbitrator shall have no power to alter, add to, or subtract from the terms of the agreement. Both parties agree to be bound by the award of the arbitrator. The fees and expenses of the arbitrator shall be shared equally by the parties. Should only one (1) party request a transcript of the proceedings, then that party shall bear the full costs of that transcript. Should both parties order a transcript, then the cost of the two (2) transcripts shall be divided equally between the parties.

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

## ARTICLE 13

### Resignation by Advance Notice

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

## ARTICLE 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 fourteen (14) 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 a twelve (12) month contract shall accrue at the rate of sixteen (16) days the first year and twelve (12) days per year thereafter.
- B. Sick leave shall be credited to each full-time faculty member 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 full-time faculty member through the end of the fiscal year (June 30).
- C. This procedure has the effect of crediting a full-time faculty member with a sick leave advance that 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 full-time faculty member, 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. An employee will not be paid for unused sick leave when termination or resignation from the College occurs. An employee who must be absent from duty because of illness will notify his or her supervisor at the earliest possible time. Per the Illinois Employee Sick Leave Act (Public Act 99-0841), employees are eligible to use sick leave for absences due to illness, injury, death, birth, adoption and placement for adoption, or medical appointment for the employee, employee's child, stepchild, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent. Conditions relating to pregnancy will be treated as any other serious health condition. As a condition to such sick leave, the staff member may be required to furnish a written statement from the member's physician describing the condition of the ill-being and physical reasons for the staff member's inability to work after using three (3) consecutive days of sick leave. In the event of sick leave taken because of a sickness of a member of the employee's immediate family, as a condition to sick leave, the staff member may be required to furnish a statement from the treating physician verifying the medical condition of the family member who requires the employee's use of sick leave.
- E. Sick leave without salary may be granted to members of the faculty subject to the discretion of the Board. During any such leave, the Administration shall make appropriate arrangements for carrying on the activities of the affected area with due regard to the workload of other members of that area.

- F. The immediate supervisor or Academic Vice President shall submit a report to the Business Office of the number of days of sick leave taken. This report shall be on forms supplied by the Business Office. For absences extending over fewer than seven (7) calendar days, a person may be charged for sick days only when he/she would normally be working. In the event of an absence extending over a period of seven (7) or more calendar days, a person will be charged for sick days beginning with the first day of absence and concluding with the faculty member's return to his/her position. Faculty will not be charged for more than five (5) sick days per week. The Board reserves the right to require a physician's certificate that the individual is incapacitated from performing his/her usual or ordinary duties for any sick leave taken.
- G. If a person is sick, he/she shall notify his/her immediate supervisor or the Academic Vice President at the earliest possible time.
- H. Each member of the faculty may take three (3) days annually for personal leave. If a personal leave is to be used, such notice shall be given by the faculty member not later than twenty-four (24) hours before duties are to begin whenever possible. The faculty member shall make an effort to arrange coverage for the classes occurring during the period of personal leave. No permission is required to take personal leave.
- I. No compensation shall be paid for sick leave accrued unless the individual is sick and incapacitated from performing his/her usual and ordinary duties or unless personal leave is taken as in Paragraph H.
- J. For the purposes of calculating sick leave and personal leave, the number of hours in a given work day is defined to be eight (8) hours and instructional faculty member's activities in a given work day are class lectures, office hours, and mandatory meetings. If a faculty member misses one (1) class, one (1) mandatory meeting or office hour, he/she will be charged personal or sick time at a ratio of two (2) hours for every hour missed up to a maximum of eight (8) hours. If the faculty member misses any of the following, he/she will be charged eight (8) hours of time: graduation, fall in-service, spring in-service, fall workshop, or spring workshop. During summer sessions when the College operates on a four-day, ten-hour week, sick leave taken by twelve (12) month faculty will be charged at 9.25 hours per day for thirty-seven hour faculty and 10.0 hours per day for the forty hour faculty. 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.

14.2 Maternity/Child-Rearing and Disability Leave:

A. Unpaid Leaves of Absence:

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

1. Maternity/Child-Rearing Leave:

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

2. Disability Leave:

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

B. General Conditions for Leaves of Absence:

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

1. Time Requirements for Requesting Leaves:

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

2. Medical Substantiation:

Any request for a leave based upon personal medical reasons shall be accompanied by a physician's statement indicating the medical disability.

Evidence from a qualified physician indicating the faculty member's ability to perform all assigned duties shall be submitted prior to the return of any faculty member on an unpaid leave for personal medical reasons. The College may require examination by a physician or other medical practitioner of its choosing at Board expense. If a question exists concerning fitness to perform all assigned duties, the judgment of the Board-selected physician or medical practitioner shall be determinative.

3. Structuring of Leave:

After consultation with the faculty member, the President shall prepare a plan for the commencement and termination dates of any leave of absence recommended for approval, 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 the date agreed upon by the President and the faculty member or 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 after FMLA and the Leave Sharing Assistance Program have been exhausted may, after one (1) month, maintain insurance benefits by electing COBRA.

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, 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.

14.3 Sabbatical Leaves:

A. Governing Principles:

1. Sabbatical Leaves may be granted for the purpose of improving the quality of services provided to the constituents of Sauk Valley Community College. A member of the faculty who is granted such leave may improve services by:
  - a. Engaging in projects or activities that will result in the development of tangible materials that will improve or enhance the faculty member's assignment at the College; or
  - b. Engaging in informal or formal advanced study selected to improve the faculty member's competence in his/her assignments at the College or that to expand his/her capabilities to serve the College in a designated area of need.
2. Sabbatical Leaves are not intended to provide opportunities for financial gains. Therefore, applications for Sabbatical Leaves shall include a description of any salaries, grants, or fellowships expected to be received during the leave period. Following conclusion of the leave, the faculty member shall file a written report with the President or designee of all salaries, grants, or fellowships actually received during the leave period. Following conclusion of the leave, the faculty member shall also prepare and file with the President or designee a report of the Sabbatical in relation to the purposes for which the Sabbatical Leave was requested and granted. Further, the faculty member receiving the Sabbatical Leave shall make an oral report to the Board with specific comment concerning the value of the Sabbatical to the faculty member and the College. Failure to complete the specific purposes of the Sabbatical, the reports to the President, and the oral report for the Board within the following semester may result in requiring the faculty member to reimburse the College for the compensation received during the Sabbatical Leave.

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

B. Eligibility:

Application for Sabbatical Leave may be made by any faculty member who has been employed by the College in a full-time professional capacity for a minimum of six (6) consecutive contractual academic years. A faculty member must be employed for a minimum of six (6) consecutive contractual academic years after completion of a sabbatical before another sabbatical application will be considered.

C. Leave Plans:

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

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

D. Application:

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

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

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

E. Sabbatical Leave Committee:

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

F. Criteria for Recommendation:

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

1. Benefit to the College, which shall be defined as activities that improve the individual's teaching or service to students at Sauk Valley Community College and correspond to a recognized need by the College. Benefit shall not in any way be construed to mean preparation for teaching at a level other than that which is encompassed in the offerings or programs at Sauk Valley Community College.
2. Completeness, acceptability, and organization of leave plan with verification as required.
3. Priority of application.
4. Previous leaves, if any.
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 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, except for years with a projected operating funds budget deficit. In such years the Board shall have the option to provide for the sabbatical. These funds may be allocated according to the leave plan requested under the provisions of Paragraph C.

14.4 Jury Duty:

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, may grant other leaves of absence with full pay, reduced salary, or without salary for the purpose of professional development, including 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 dates of April 1 and November 15 shall be used by the faculty member to notify the College regarding his/her intention to return to his/her assignment. Failure of a faculty member to notify the College by the date specified as appropriate to the leave request shall constitute a formal resignation by the faculty member involved.

14.6 Leaves for Association President:

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

14.7 Retirement Program:

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

14.8 Other Employment:

Other employment shall in no way interfere with the College's ability to schedule classes taught by the faculty member or interfere with duties normally expected of faculty members.

14.9 Vacation:

Twelve (12)-month employees will earn annual vacation at the rate of two (2) days per month. Such earned vacation shall be effective with the first day of the first full month of employment. All vacations must be taken by the employee within eighteen (18) months (December 31<sup>st</sup>) following the close of the fiscal year during which the vacation time will have accrued or any excess accumulation shall be lost. It is the policy of the College to encourage employees to use vacation days rather than allow them to accumulate.

It is intended that no vacation time will be used before being earned. However, should any employee find it necessary to take vacation in advance of the time earned, it may be allowed only with the prior written approval of the Academic Vice President or Dean. Should an employee's employment with the College be later severed before all used vacation days have become earned, any excess vacation days taken will be deducted from the employee's final salary payment. Earned but unused vacation upon separation from employment will be paid to the employee at the pay rate in effect at the time of separation.

ARTICLE 15

Fringe Benefits

15.1 Medical Insurance:

- A. The Board shall provide a group medical plan that shall include major medical coverage. The plan shall contain coverage as described in the SVCC Benefits Schedule attached to this Agreement, marked Appendix A. Faculty members who elect coverage must contribute in equal bi-weekly (i.e., every two weeks) salary deductions based upon the following academic-year premiums:

The annual employee premiums rates will be as follows:

	<u>Plan A</u>	<u>Plan B</u>	<u>Plan C</u>
Employee	\$2,197	\$1,923	\$1,545
Employee + S	\$4,712	\$4,153	\$3,385
Employee + C	\$4,579	\$4,096	\$3,432
Family	\$7,093	\$6,325	\$5,270

- B. In the event any changes must be made in the plan set out in Appendix A, the Board will notify the Association and explain the necessity for any such changes, including any substitutions in the plan and any cost changes resulting from such changes.
- C. In the event any changes in the plan are mandated by any state or federal government entity, either party shall have the option to reopen and negotiate the impact of such mandate upon the health care program.
- D. The Board may add to or enhance any component of the plan or make plan administrator changes, providing the Board notifies the Association promptly and providing such changes shall not result in additional costs or reduction in services to the faculty participants. Sauk Valley Community College shall establish an insurance committee made up of two (2) SVCC Association members, two (2) support/professional-technical staff, and one (1) administrator; the committee will meet quarterly and such committee will act in an advisory capacity and present recommendations to the Board. The committee will elect a chairperson for a one (1)-year term.

15.2 Tuition Waiver:

The College agrees to grant free tuition enrollment at Sauk Valley Community College for all full-time faculty, 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.

15.3 Pay Periods:

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

15.4 Academic Robes:

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

15.5 Dining Room:

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

15.6 Tuition Reimbursement will be based upon Article 6, Section 6.3:

- A. The Board will reimburse tuition and mandatory course fees at the rate of up to \$175 per credit hour to a maximum of \$2,100 per year. For academic fields identified by the College as areas in need of staffing, additional reimbursements may be offered to allow current faculty to obtain qualification to teach in such academic fields. This additional reimbursement would be per the approval of the Academic Vice President and the College President. Faculty accepting such additional reimbursements would be required to complete a minimum of eighteen (18) graduate hours in the academic field and be willing to accept teaching assignments in that field.
- B. Reimbursement for tuition may be used for graduate or undergraduate credit and for workshops, seminars, and symposiums as equated by the Academic Vice President.
- C. Tuition reimbursement will be limited to twelve (12) semester credit hours per fiscal year.
- D. Tuition reimbursement shall be paid to faculty on approved leaves of absence for a maximum period of one (1) year at a rate not to exceed \$100 per credit hour and up to a total of thirty (30) credit hours. Tuition reimbursement does not apply in cases where these costs are covered by grants, scholarships, or assistantships.

- E. Tuition reimbursement shall be made upon presentation of a voucher or receipt from the institution where the faculty member was enrolled to the Chief Financial Officer and should bear the endorsement of the Academic Vice President approving such reimbursement and upon completion of the course and receipt of transcript.

15.7 Section 125 Plan:

The Board shall establish a Section 125 plan through salary reduction that will allow faculty members to elect to designate a portion of their salary for the payment of any allowable expenses not paid by the Board, in accordance with the requirements of Section 125 of the Internal Revenue Code.

## ARTICLE 16

### Association and Faculty Rights

#### 16.1 Usage of College Equipment:

- A. Officers and committee chairs 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 Chief Financial Officer and subject to the approval of the individual who is charged with the responsibility for that piece of equipment.
- B. 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.

#### 16.2 Communication between Board and Association:

- A. 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 sessions matters, shall be made available to the Association prior to the meetings.
- B. At each regular and special Board meeting that is open to the public, faculty members shall be afforded time, subject to reasonable constraints, to comment to or ask questions of the Board.

#### 16.3 Personnel File:

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 date 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 faculty member's professional performance and competence.

- C. Copies of each contract and notification of change of status, e.g., promotion and 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 Academic 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.

16.4 Association Office:

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.

16.5 Miscellaneous:

The Association is entitled to organizational use of faculty bulletin boards in the Learning Commons, 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.

16.6 Calendar:

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 Schedule:

The Instructional Salary Schedule contained herein shall be effective beginning the first day of the Fall Semester, 2019, and faculty shall be placed and promoted on this schedule per the provisions of Articles 6 and 17 with all faculty receiving a minimum 3% salary increase.

- A. For FY 20, faculty shall advance one step from the step the faculty member held in FY 19.
- B. Faculty who have exceeded the maximum lane step of the FY 20 schedule shall receive a 3% pay increase and a step value pay increase (\$746.99) for FY 20.
- C. Faculty whose placement on the FY 20 schedule results in a salary increase greater than 6% shall receive a 6% salary increase in FY 20 and, as long as the faculty member remains employed at Sauk Valley Community College, shall continue in subsequent fiscal years to receive a maximum 6% salary increase until he or she receives the remainder of his or her FY 20 salary increase. Those faculty who had been promoted during FY 19 for FY 20 per Article 6 shall receive all of his or her salary increase in FY 20.
- D. Faculty whose placement on the FY 20 schedule results in a reduction in his or her rank title shall retain his or her FY 19 equivalent rank title.
- E. Faculty who had exceeded the maximum lane step per the previous contract and whose placement on the FY 20 schedule results in an increase in rank title shall receive the lane value pay increase for FY 20.
- F. Faculty who had exceeded the maximum lane step per the previous contract and whose FY 20 salary falls within the FY 20 schedule shall be placed on the step nearest to and not lower than this salary.
- G. Faculty whose placement on this schedule would result in a salary reduction received a 3% salary increase on his or her FY 19 salary and then were placed on the nearest step at or above this salary within his or her placed rank.
- H. Faculty may appeal their placement on the FY 20 schedule within 30 business days of the ratification of this contract. Faculty have the option of requesting a Faculty Association member to attend a meeting with Human Resources during this review process. If agreement is not reached, faculty may grieve their placement per Article 12. Faculty who do not appeal their placement will waive all rights to a future appeal.

17.2 Promotion:

- A. Faculty who earn a promotion in rank per Article 6 shall advance to the next lane on the salary schedule.
- B. Faculty who have exceeded the maximum lane step and who earn a promotion in rank per Article 6 shall receive the lane value pay increase.

17.3 Twelve-Month Faculty:

Twelve-month faculty compensation is calculated by multiplying base pay by 1.25.

17.4 Overload and Summer School:

Overload and summer school payments shall be made on the basis of the following schedule. Payment of overload will be made on an annual basis by March 1 of each year. Summer school pay will be spread over the summer months for 10-month faculty.

The 2019-2020 per-load-hour for overload and summer shall be as follows:

- Instructor I and Instructor II – \$820
- Assistant Professor I, Assistant Professor II, Associate Professor I, and Associate Professor II – \$851
- Professor – \$883

17.5 Honors Projects:

Faculty will be compensated one hundred fifty dollars (\$150.00) per student with a paid maximum of six (6) students per academic year.

17.6 Student Club Advisors:

Student Club Advisors will be compensated with a stipend of three hundred dollar (\$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 clubs 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.

17.7 Faculty Leaders

Faculty Leaders will receive a \$3,000 per semester stipend for performing the duties of Faculty Leader, as defined in the Faculty Leader Job Description.

17.8 Assessment Coordination:

Assessment Coordination will be compensated four (4.0) credits hours per academic year.

17.9 PASS Coordination:

PASS Coordination will be compensated twelve (12.0) credits hours per academic year.

17.10 Honors Coordination:

Honors Coordination will be compensated six (6.0) credits hours per academic year.

17.11 Phi Theta Kappa Coordination:

Phi Theta Kappa Coordination will be compensated eight (8.0) credits hours per academic year.

FY 20 FACULTY SALARY SCHEDULE

<i>Instructor I</i>			<i>Instructor II</i>			<i>Assistant Professor I</i>			<i>Assistant Professor II</i>			<i>Associate Professor I</i>			<i>Associate Professor II</i>			<i>Professor</i>			
Multiplier	Step	Salary	Multiplier	Step	Salary	Multiplier	Step	Salary	Multiplier	Step	Salary	Multiplier	Step	Salary	Multiplier	Step	Salary	Multiplier	Step	Salary	
1.000	1	\$37,349.34	1.0825	1	\$40,430.66	1.1650	1	\$43,511.98	1.2475	1	\$46,593.30	1.3300	1	\$49,674.62	1.4125	1	\$52,755.94	1.4950	1	\$55,837.26	
1.020	2	\$38,096.33	1.1025	2	\$41,177.65	1.1850	2	\$44,258.97	1.2675	2	\$47,340.29	1.3500	2	\$50,421.61	1.4325	2	\$53,502.93	1.5150	2	\$56,584.25	
1.040	3	\$38,843.31	1.1225	3	\$41,924.63	1.2050	3	\$45,005.95	1.2875	3	\$48,087.28	1.3700	3	\$51,168.60	1.4525	3	\$54,249.92	1.5350	3	\$57,331.24	
1.060	4	\$39,590.30	1.1425	4	\$42,671.62	1.2250	4	\$45,752.94	1.3075	4	\$48,834.26	1.3900	4	\$51,915.58	1.4725	4	\$54,996.90	1.5550	4	\$58,078.22	
1.080	5	\$40,337.29	1.1625	5	\$43,418.61	1.2450	5	\$46,499.93	1.3275	5	\$49,581.25	1.4100	5	\$52,662.57	1.4925	5	\$55,743.89	1.5750	5	\$58,825.21	
1.100	6	\$41,084.27	1.1825	6	\$44,165.59	1.2650	6	\$47,246.92	1.3475	6	\$50,328.24	1.4300	6	\$53,409.56	1.5125	6	\$56,490.88	1.5950	6	\$59,572.20	
1.120	7	\$41,831.26	1.2025	7	\$44,912.58	1.2850	7	\$47,993.90	1.3675	7	\$51,075.22	1.4500	7	\$54,156.54	1.5325	7	\$57,237.86	1.6150	7	\$60,319.18	
1.140	8	\$42,578.25	1.2225	8	\$45,659.57	1.3050	8	\$48,740.89	1.3875	8	\$51,822.21	1.4700	8	\$54,903.53	1.5525	8	\$57,984.85	1.6350	8	\$61,066.17	
1.160	9	\$43,325.23	1.2425	9	\$46,406.55	1.3250	9	\$49,487.88	1.4075	9	\$52,569.20	1.4900	9	\$55,650.52	1.5725	9	\$58,731.84	1.6550	9	\$61,813.16	
1.180	10	\$44,072.22	1.2625	10	\$47,153.54	1.3450	10	\$50,234.86	1.4275	10	\$53,316.18	1.5100	10	\$56,397.50	1.5925	10	\$59,478.82	1.6750	10	\$62,560.14	
1.200	11	\$44,819.21	1.2825	11	\$47,900.53	1.3650	11	\$50,981.85	1.4475	11	\$54,063.17	1.5300	11	\$57,144.49	1.6125	11	\$60,225.81	1.6950	11	\$63,307.13	
1.220	12	\$45,566.19	1.3025	12	\$48,647.52	1.3850	12	\$51,728.84	1.4675	12	\$54,810.16	1.5500	12	\$57,891.48	1.6325	12	\$60,972.80	1.7150	12	\$64,054.12	
1.240	13	\$46,313.18	1.3225	13	\$49,394.50	1.4050	13	\$52,475.82	1.4875	13	\$55,557.14	1.5700	13	\$58,638.46	1.6525	13	\$61,719.78	1.7350	13	\$64,801.10	
1.260	14	\$47,060.17	1.3425	14	\$50,141.49	1.4250	14	\$53,222.81	1.5075	14	\$56,304.13	1.5900	14	\$59,385.45	1.6725	14	\$62,466.77	1.7550	14	\$65,548.09	
1.280	15	\$47,807.16	1.3625	15	\$50,888.48	1.4450	15	\$53,969.80	1.5275	15	\$57,051.12	1.6100	15	\$60,132.44	1.6925	15	\$63,213.76	1.7750	15	\$66,295.08	
1.300	16	\$48,554.14	1.3825	16	\$51,635.46	1.4650	16	\$54,716.78	1.5475	16	\$57,798.10	1.6300	16	\$60,879.42	1.7125	16	\$63,960.74	1.7950	16	\$67,042.07	
1.320	17	\$49,301.13	1.4025	17	\$52,382.45	1.4850	17	\$55,463.77	1.5675	17	\$58,545.09	1.6500	17	\$61,626.41	1.7325	17	\$64,707.73	1.8150	17	\$67,789.05	
1.340	18	\$50,048.12	1.4225	18	\$53,129.44	1.5050	18	\$56,210.76	1.5875	18	\$59,292.08	1.6700	18	\$62,373.40	1.7525	18	\$65,454.72	1.8350	18	\$68,536.04	
1.360	19	\$50,795.10	1.4425	19	\$53,876.42	1.5250	19	\$56,957.74	1.6075	19	\$60,039.06	1.6900	19	\$63,120.38	1.7725	19	\$66,201.71	1.8550	19	\$69,283.03	
1.380	20	\$51,542.09	1.4625	20	\$54,623.41	1.5450	20	\$57,704.73	1.6275	20	\$60,786.05	1.7100	20	\$63,867.37	1.7925	20	\$66,948.69	1.8750	20	\$70,030.01	
1.400	21	\$52,289.08	1.4825	21	\$55,370.40	1.5650	21	\$58,451.72	1.6475	21	\$61,533.04	1.7300	21	\$64,614.36	1.8125	21	\$67,695.68	1.8950	21	\$70,777.00	
1.420	22	\$53,036.06	1.5025	22	\$56,117.38	1.5850	22	\$59,198.70	1.6675	22	\$62,280.02	1.7500	22	\$65,361.35	1.8325	22	\$68,442.67	1.9150	22	\$71,523.99	
1.440	23	\$53,783.05	1.5225	23	\$56,864.37	1.6050	23	\$59,945.69	1.6875	23	\$63,027.01	1.7700	23	\$66,108.33	1.8525	23	\$69,189.65	1.9350	23	\$72,270.97	
1.460	24	\$54,530.04	1.5425	24	\$57,611.36	1.6250	24	\$60,692.68	1.7075	24	\$63,774.00	1.7900	24	\$66,855.32	1.8725	24	\$69,936.64	1.9550	24	\$73,017.96	
1.480	25	\$55,277.02	1.5625	25	\$58,358.34	1.6450	25	\$61,439.66	1.7275	25	\$64,520.98	1.8100	25	\$67,602.31	1.8925	25	\$70,683.63	1.9750	25	\$73,764.95	
1.500	26	\$56,024.01	1.5825	26	\$59,105.33	1.6650	26	\$62,186.65	1.7475	26	\$65,267.97	1.8300	26	\$68,349.29	1.9125	26	\$71,430.61	1.9950	26	\$74,511.93	
1.520	27	\$56,771.00	1.6025	27	\$59,852.32	1.6850	27	\$62,933.64	1.7675	27	\$66,014.96	1.8500	27	\$69,096.28	1.9325	27	\$72,177.60	2.0150	27	\$75,258.92	
1.540	28	\$57,517.98	1.6225	28	\$60,599.30	1.7050	28	\$63,680.62	1.7875	28	\$66,761.95	1.8700	28	\$69,843.27	1.9525	28	\$72,924.59	2.0350	28	\$76,005.91	
1.560	29	\$58,264.97	1.6425	29	\$61,346.29	1.7250	29	\$64,427.61	1.8075	29	\$67,508.93	1.8900	29	\$70,590.25	1.9725	29	\$73,671.57	2.0550	29	\$76,752.89	
1.580	30	\$59,011.96	1.6625	30	\$62,093.28	1.7450	30	\$65,174.60	1.8275	30	\$68,255.92	1.9100	30	\$71,337.24	1.9925	30	\$74,418.56	2.0750	30	\$77,499.88	
1.600	31	\$59,758.94	1.6825	31	\$62,840.26	1.7650	31	\$65,921.59	1.8475	31	\$69,002.91	1.9300	31	\$72,084.23	2.0125	31	\$75,165.55	2.0950	31	\$78,246.87	
1.620	32	\$60,505.93	1.7025	32	\$63,587.25	1.7850	32	\$66,668.57	1.8675	32	\$69,749.89	1.9500	32	\$72,831.21	2.0325	32	\$75,912.53	2.1150	32	\$78,993.85	
1.640	33	\$61,252.92	1.7225	33	\$64,334.24	1.8050	33	\$67,415.56	1.8875	33	\$70,496.88	1.9700	33	\$73,578.20	2.0525	33	\$76,659.52	2.1350	33	\$79,740.84	
1.660	34	\$61,999.90	1.7425	34	\$65,081.22	1.8250	34	\$68,162.55	1.9075	34	\$71,243.87	1.9900	34	\$74,325.19	2.0725	34	\$77,406.51	2.1550	34	\$80,487.83	
1.680	35	\$62,746.89	1.7625	35	\$65,828.21	1.8450	35	\$68,909.53	1.9275	35	\$71,990.85	2.0100	35	\$75,072.17	2.0925	35	\$78,153.49	2.1750	35	\$81,234.81	
<b>Step Value</b>		\$746.99																			
<b>Lane Value</b>		\$3,081.32																			

## ARTICLE 18

### Effects of This Agreement

#### 18.1 Terms and Conditions:

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 Cause for Deletion:

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 Effective Date and Termination:

This Agreement shall be effective at such time as it is ratified by both parties and shall continue in effect through the 30<sup>th</sup> day of June, 2020, 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 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 15<sup>th</sup> 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 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

This Agreement is signed and adopted this 25<sup>th</sup> day of November, 2019.

IN WITNESS WHEREOF:

For the SAUK VALLEY COMMUNITY COLLEGE  
FACULTY ASSOCIATION:

  
\_\_\_\_\_

For the Faculty Association

  
\_\_\_\_\_

For the Faculty Association

For the BOARD OF COMMUNITY COLLEGE  
DISTRICT NO. 506:

  
\_\_\_\_\_

For the Board of Trustees

  
\_\_\_\_\_

For the Board of Trustees

**APPENDIX A**  
**SVCC Benefits Schedule**

	Plan A		Plan B		Plan C	
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
Deductible – Single	\$500	\$1,000	\$500	\$1,000	\$1,000	\$2,000
Deductible – Family	\$1,500	\$3,000	\$1,500	\$3,000	\$3,000	\$6,000
OPM – Single	\$1,500	\$3,000	\$2,500	\$5,000	\$3,000	\$6,000
OPM – Family	\$4,500	\$9,000	\$7,500	\$15,000	\$9,000	\$18,000
Physician Visits – Co-pay	\$20		\$30		\$30	
Physician Visits – Specialist Co-pay	\$40		\$50		\$50	
Emergency Room Co-pay	\$150		\$150		\$150	
Co-Insurance	90%	70%	80%	60%	80%	60%
Rx-Generic	\$10	\$15	\$10	\$15	\$10	\$15
Rx-Name Brand	\$40	\$50	\$40	\$50	\$40	\$50
Rx-Non-formulary	\$60	\$70	\$60	\$70	\$60	\$70
Dental & Vision	<p>Any licensed dental care provider, eye exam and/or prescription eye glasses/contacts.</p> <p>Reimbursement up to:            \$730 total per year – Single            \$950 total per year – Single + One            \$1170 total per year – Family</p>					

## APPENDIX B

### JOB DESCRIPTION

**TITLE:** Instructional Staff

**SUPERVISED BY:** Academic Vice President

**DEPARTMENT:** Academic Services                      **GRADE:** Faculty

**CATEGORY:** Full-time Faculty (9 month)                      **STATUS:** Exempt

**FUNCTION OF THE JOB:** Reference SVCC organizational chart for immediate supervisor. To be cognizant of the philosophy and objectives of the College and in using them as guidelines in planning, structuring, and teaching courses.

#### DUTIES AND RESPONSIBILITIES:

1. Support and promote the philosophy and mission of this learning college, using them as guidelines in decision making.
2. Assume responsibility, as a staff member of Sauk Valley Community College, for accomplishing the goals and objectives of the College.
3. Participate in the established college-wide process for assessing student learning, which includes generating and sharing classroom assessment data.
4. Regularly assess student learning in the classroom and adapt instruction accordingly.
5. In accordance with the College-wide strategic planning process, regularly review the need for courses, programs and other curriculum changes.
6. Maintain up-to-date knowledge in the field of instruction.
7. Care for the equipment and property under his/her assigned jurisdiction.
8. Report to the appropriate supervisor when equipment or facilities need attention.
9. Prepare reports upon request by the appropriate supervisor and fulfill departmental responsibilities.
10. Keep an accurate grade, attendance, and student progress records for each student, and turn in the records to the Office of Admissions and Records and the appropriate supervisor as requested at the close of each semester.
11. Notify the appropriate supervisor promptly in case regularly assigned duties cannot be performed.
12. Attend all division/program/area meetings, faculty discussion hours (forums), committee meetings and other meetings for which he/she has a professional responsibility.
13. Establish, post, and keep office hours available for student conferences at times convenient for students.
14. Advise students when appropriate.
15. Cooperate with the Counseling staff on student problems associated with the instructor's class.
16. Inform students by the fifth week of the semester of class work below the "C" level.
17. Maintain the scheduled class hours assigned.
18. Develop, in consultation with the immediate supervisor, an annual set of goals for the instructional area prior to the beginning of each school year.

OFFICIAL

19. Assume all other reasonable professional duties and responsibilities as assigned by the appropriate supervisor.

**ESSENTIAL FUNCTIONS:**

1. Must be able to communicate by telephone on a daily basis.
2. Must be able to provide verbal/visual presentations to students, department personnel, institution and Board of Trustees.
3. Be able to operate computers.

**PERSONAL INTERACTION:**

Frequent contact is made with all levels of College personnel, students and outside organizations in providing instruction in the area of expertise.

**SUPERVISION EXERCISED:**

Administrative and functional supervision is exercised over designated work-study students.

**REQUIREMENTS:**

Dependent upon the position to be filled.

**TORT LIABILITY STATEMENT:** Coordinates the College Risk Management Program in a capacity appropriate to this position. This includes, but is not limited to, monitoring conditions, events and circumstances present through daily College operations, and communicating observations to the appropriate supervisor or taking necessary actions to correct, prevent or limit safety problems. May serve as a member of a committee that supports the health, safety and/or legal rights of visitors, students and staff. Such committees may include the AA/EEO, Sexual Harassment, and Safety/Loss Control committees. (Risk Management Categories VI, VII, IX. See Tort file.)

Revised 9/99; 1/19/01; 1/28/02; 12/17/04; 11/14/07; 12/4/07

This description is intended to indicate the kinds and levels of work difficulty that will be required of the position that will be given the title and shall not be construed as declaring what specific duties and responsibilities of any particular position shall be. It is not intended to limit or in any way modify the right of the supervisor to assign, direct, and control the work of employees under supervision. The use of a particular expression or illustration describing duties shall not be held to exclude other duties not mentioned that are of a similar kind or level of difficulty.

OFFICIAL

## **Clinical Mental Health and Academic Counselor**

**TITLE:** Clinical Mental Health and Academic Counselor  
**SUPERVISED BY:** Dean of Student Services  
**DEPARTMENT:** Academic Advising and Counseling  
**GRADE:** Faculty  
**CATEGORY:** Full-time Faculty (12 month)  
**STATUS:** Exempt

### **FUNCTION OF THE JOB:**

Reports to the Dean of Student Services and is responsible for implementing the mission and goals of the counseling and academic advising departments.

### **DUTIES AND RESPONSIBILITIES**

1. Assess the mental and behavioral health status of clients; formulating short-term treatment plans.
2. Provide therapeutic counseling to scheduled and on-demand clients utilizing professional counseling standards.
3. Identify students with urgent mental health conditions and make appropriate referrals.
4. Maintain appropriate electronic documentation of clinical counseling and academic advising services.
5. Manage, develop and/or implement peer advising program or support/online outreach programming.
6. Provide direct assistance to all students in the form of personal, social, educational, and career counseling.
7. Provide academic advising to new and prospective students with or without an academic major; explain policies, procedures, and program requirements; assist students in selecting educational and career goals.
8. Assist in developing, piloting, and implementing new academic advising and counseling protocols including the use of technology.
9. Develop liaisons with faculty and staff to improve student outcomes.
10. Provide current information to students on university/college articulation issues.
11. Function as a collector, disseminator, and interpreter of educational and career resources.
12. Participate in student-related research and evaluation of effectiveness of counseling and academic advising services.
13. Serve on institutional committees related to the welfare of students.
14. Assist the admissions staff in outreach activities and high school programs.
15. Serve as a trained Title IX confidential resource for the College.
16. Participate in professional development activities and/or continuing education training.
17. Assume all other reasonable professional duties and responsibilities as assigned by the supervisor.

**ESSENTIAL FUNCTIONS:**

1. Must understand and support the mission of the community college.
2. Must have strong communication (written and oral) and interpersonal skills.
3. Must be able to work effectively in a team environment.
4. Must be able to communicate effectively by phone and email on a daily basis.
5. Must be able to provide verbal/visual presentations to faculty, staff, and students on a daily basis.
6. Must be able to work with Microsoft Office products.
7. Must be able to work non-standard hours as required.

**PERSONAL INTERACTION:**

Frequent contact is made with all levels of College personnel, students, and outside organizations in relation to routine departmental services and duties in providing appropriate assistance and information as requested.

**SUPERVISION EXERCISED:**

No supervision required.

**REQUIREMENTS:**

Master's degree in counseling or related field required. LPC, LCPC, LMSW, LCSW, or LP credentials required with the expectation of continuing education to maintain appropriate licensure standards in the State of Illinois. Three years of responsible counseling and/or academic advising experience at a community college will be given preference. Knowledge of computer based systems (Banner preferred) and good oral and written communication skills required. Must demonstrate an understanding and commitment to the community college philosophy.

**Revised:**

10/10/2019

## JOB DESCRIPTION

**TITLE:** Librarian

**SUPERVISED BY:** Director of Learning Resources

**DEPARTMENT:** Learning Resource Center      **GRADE:** Faculty

**CATEGORY:** Full-time Faculty (12 month)      **STATUS:** Exempt

**FUNCTIONS OF THE JOB:** Assist the Director in overseeing the daily operations of the Learning Resource Center, perform technical processes for cataloging the LRC collection, and provide assistance to LRC patrons.

### DUTIES AND RESPONSIBILITIES:

1. Manage user registration and collection circulation systems.
2. Provide reference service to faculty, staff, students and the general public as needed.
3. Utilize current and developing technology in support of direct user service and of curricula.
4. Establish and direct maintenance of Library of Congress cataloging/classification.
5. Manage periodical collection.
6. Adapt subject-heading list to accommodate social and scientific changes, changes in reader interests, and use of new terminology.
7. Determine methods for the physical preparation, maintenance, and preservation of materials.
8. Supervise the establishment and operation of reserve collection of materials.
9. Process interlibrary loans.
10. Provide instruction (formal and informal) in the use of the collection for individuals and groups.
11. Provide reference assistance, including but not limited to, guiding patrons to information sources, answering informational questions, and making outside contacts to obtain information not in collection.
12. Provide guidance in users' selection of materials including informing users of materials relating to their specific interests and needs and compiling lists of selected materials.
13. Encourage the use of and interpret the collection resources. This includes informing students and faculty of personnel, materials and equipment resources available; advising faculty in the use of the LRC collection in developing curriculum and course work; encouraging and supporting use of the collection through special programs and activities, and recommending materials to individual users.
14. Consult with the Director on professional philosophy and daily operation.
15. Supervise and train work-study personnel and assist other personnel in inter-departmental activities.
16. Assume all other reasonable professional duties and responsibilities as assigned by the Director.

OFFICIAL

**ESSENTIAL FUNCTIONS:**

1. Must be able to communicate by telephone on a daily basis.
2. Must be able to provide and understand verbal/visual orders from supervisor and to subordinates.
3. Must be able to operate computers.

**PERSONAL INTERACTION:**

Frequent and personal contact is made with all levels of college personnel, faculty, students, the general public, and outside organizations in relation to specific departmental duties and services.

**SUPERVISION EXERCISED:**

Functional supervision is exercised over work-study students.

**REQUIREMENTS:**

ALA accredited Master's degree in Library Science or Library and Information Science required. One year of broadly responsible Library experience strongly preferred. Cataloging/technical service combined with a computer application and database/library system administration background and experience at an I-Share institution are desirable. Strong customer relations skills are required. Must be available to work evenings and weekends.

**TORT LIABILITY STATEMENT:** Coordinates the College Risk Management Program in a capacity appropriate to this position. This includes, but is not limited to, monitoring conditions, events and circumstances present through daily College operations, and communicating observations to the appropriate supervisor or taking necessary actions to correct, prevent or limit safety problems. May serve as a member of a committee that supports the health, safety and/or legal rights of visitors, students and staff. Such committees may include the AA/EEO, Sexual Harassment, and Safety/Loss Control committees. (Risk Management Categories IX. See Tort file.)

**Last Revised: 5/21/07**

This description is intended to indicate the kinds and levels of work difficulty that will be required of the position that will be given the title and shall not be construed as declaring what specific duties and responsibilities of any particular position shall be. It is not intended to limit or in any way modify the right of the supervisor to assign, direct, and control the work of employees under supervision. The use of a particular expression or illustration describing duties shall not be held to exclude other duties not mentioned that are of a similar kind or level of difficulty.

**MEMORANDUM OF UNDERSTANDING**

The Board of Trustees and the Faculty Association of Sauk Valley Community College agree that Distance Learning is in a constant state of change and there are no standard parameters to provide guidance and an absolute sense of direction. The Distance Learning language incorporated within this Contract has been agreed to in good faith by both parties. However, the participants agree to review the Distance Learning language of Article 4.1 (Sections K-R only) annually if requested by either party.

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

Date: 10/23/2019

SVCC Board Response to SVCCFA October 16, 2019 MOU

The Board offers the following revisions, which include revision to the new salary schedule because of the costs associated with implementing the SVCCFA proposal.

**Memorandum of Understanding between the Board of Community College District  
No. 506 and the Sauk Valley Community College Faculty Association**

This Memorandum of Understanding ("MOU") is entered into on this \_\_\_\_ of November, 2019, between the Sauk Valley Community College Faculty Association, IEA-NEA (the "Association") and the Board of Sauk Valley Community College District No. 506 (the "Board"), collectively referenced as the "Parties" herein.

WHEREAS: During the 2019 negotiation of the successor agreement, the Parties negotiated a new salary schedule and;

WHEREAS: The Parties negotiated the initial placement of all faculty on the new salary schedule contained in Exhibit A, which will be archived with the Association President and with SVCC Human Resources, and;

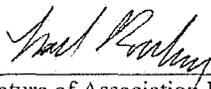
WHEREAS: In order to keep the salary increases provided in the new salary schedule affordable and to retain faculty placement consistent with previously negotiated contracts, the initial placement of faculty on the salary schedule did not allow credit for the full amount of years of professional experience for all faculty employed prior to January 1, 2020;

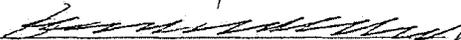
THEREFORE the parties agree that:

1. Each faculty member employed prior to January 1, 2020 whose salary step on the FY 2020 Faculty Salary Schedule is less than his/her years of professional experience will be advanced one (1) additional step each subsequent fiscal year on the Faculty Salary Schedule and continue until the faculty member's salary step matches his/her educational and professional experience step on the Faculty Salary Schedule as defined by Article 6.1 and Article 6.2 of the FY 2020 collective bargaining agreement.
2. The one (1) additional step Faculty Salary Schedule advancement per FY will begin in FY 2021.
3. The number of direct and related years of professional experience current faculty possess is based on placement data provided by Human Resources and updated as agreed upon by both Parties (see Exhibit B, which will be archived with the Association President and with SVCC Human Resources).
4. This Memorandum of Understanding will remain in force until all full-time faculty employed by the Board in prior to January 1, 2020 have reached their corresponding professional experience step on the Faculty Salary Schedule, have retired, or are no longer employed full-time by Sauk Valley Community College.

T/A reached:

10/23/19  
Date

  
Signature of Association Representative

  
Signature of Board Representative