



WAUBONSEE
COMMUNITY COLLEGE

AGREEMENT

Three-Year Agreement Between
The Board of Waubonsee Community College
(Community College District #516)

and

Waubonsee Community College
Faculty Council Local #604

2013 - 2016

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PREAMBLE

This Agreement is entered into by and between the Board of Community College District No. 516, State of Illinois, hereinafter referred to as the “Board,” and the Waubonsee Community College Faculty Council Local #604, hereinafter referred to as the “Faculty Council,” as the exclusive bargaining agent for the full-time faculty members in the bargaining unit.

ARTICLE I

FACULTY COUNCIL RECOGNITION AND DEFINITIONS

A. Recognition

The Board of Community College District No. 516 recognizes the Waubonsee Community College Faculty Council as the exclusive bargaining representative for all full-time faculty members regarding salaries, fringe benefits, and working conditions.

B. Definition of Terms

1. The term “College” refers collectively to all educational facilities or academic locations of the Board and the administrative offices thereof.
2. The term “Faculty Council Representative” used in this Agreement means any elected or appointed representative of the Faculty Council.
3. The term “Faculty Council President” refers to the elected head of the Faculty Council or his/her elected alternate.
4. Whenever the singular is used in this Agreement, it shall include the plural.
5. The term “Faculty Member” means a full-time employee of the district regularly engaged in teaching or academic support services, but shall exclude supervisors, administrators, and all support staff including secretarial/clerical, Information Technology, and Campus Operations staff.

Individuals in the following positions shall be considered as supervisors and/or administrators, and/or not regularly engaged in teaching or academic support services:

President, Executive Vice President, Vice Presidents, Assistant Vice Presidents, Executive Directors, Deans, Directors, Assistant Deans, and Senior Executives.

“Academic Support Services” means counseling and the library.

“Academic Support Personnel” means counselors and professional librarians, excluding supervisors, administrators, and secretarial/clerical employees.

6. The “standard teaching load” is defined as a full-time teaching load of a teaching faculty member during the standard academic year (as defined in Article IX.A).

7. The term “spouse” whenever used in this Agreement shall include civil union partner effective with the enactment of the Illinois Religious Freedom Protection & Civil Union Act.
8. The term “marriage” whenever used in this Agreement shall include civil unions effective with the enactment of the Illinois Religious Freedom Protection & Civil Union Act.

ARTICLE II

FACULTY COUNCIL/BOARD RELATIONS

A. Meeting with Faculty Members or Faculty Organizations

This Agreement shall not be construed to prevent any Board official or administrator from meeting with any faculty member or the Faculty Council for the purpose of hearing their views.

B. Faculty Council Membership and Nondiscrimination

Membership in the Faculty Council or in any other employee organization or association not affiliated with the College shall not be a condition of employment for any faculty member. The Board will not discriminate in hiring, tenure, or continuity of employment or in promotional or any other opportunities because of the employee's membership or lawful organizational activities in the Faculty Council or in any other employee organization or his/her refusal to join in any such organization or to participate in any such activities. The Faculty Council agrees not to discriminate against any member of the bargaining unit because of an employee's membership or lawful organizational activities in the Faculty Council or in any other employee organization or his/her refusal to join any such organization or to participate in any such activities. The Faculty Council agrees to distribute copies of official minutes of regularly scheduled Faculty Council meetings, copies of progress reports on negotiations, and other items deemed appropriate by the Faculty Council Executive Board to all bargaining unit members.

C. Rights and Benefits of Faculty Members

Rights and benefits of faculty members set forth in this Agreement shall be assimilated into any individual faculty member's contract of employment with the Board. An unresolved conflict between the terms of the faculty member's individual contract of employment and the terms of this Agreement may be the subject of a grievance by the affected faculty member. All new faculty members shall be given a copy of this Agreement and faculty insurance information. Present faculty members shall be given a copy of this Agreement at Board expense.

D. Faculty Council/Administration Meetings

The College President and the Faculty Council President shall meet at least twice each semester to address professional concerns. Each President may also designate up to four (4) additional participants to attend these meetings. Items to be discussed will be submitted to the relevant President at least two (2) days before the scheduled meeting(s). Such meetings will not be scheduled during

faculty members' scheduled class time, student conference hours, or counselors'/librarians' office duties.

E. Exchange of Information

Both the Board and the Faculty Council shall make available to each other, upon written request, any and all information, statistics and records that are relevant to negotiations or necessary for the processing of a grievance or the enforcement of the terms of this Agreement. Copies of confidential professional memoranda and correspondence from attorneys and similar advisors shall not be furnished unless and until they have been made public documents.

F. Board Meetings

The Faculty Council may obtain a copy of the Board meeting agenda 48 hours in advance of each regular or special meeting on the College's website. The President shall make available to the Faculty Council President or his/her designee at the beginning of the Board meeting all Board reports that pertain to collective bargaining and all other reports and recommendations that will be made public at the meeting. In the absence of the Faculty Council President or his/her designee, these materials will be sent to the Faculty Council President within three (3) working days of the meeting. The President of the Faculty Council or his/her designee shall be accorded the privilege of speaking at Board meetings on matters that are proper subjects of collective bargaining, provided that the President of the Faculty Council or his/her designee notifies the Clerk of the Board within 24 hours of the Board meeting and identifies the specific topic(s) to be discussed.

G. Availability of Board Policy

The Faculty Council may obtain a copy of the Board of Trustees policy manual on the College's intranet. As policies are created, amended or withdrawn, the Faculty Council President will receive a copy of each policy by email within one week of creation, amendment, or withdrawal. The policy manual on the intranet will be updated as soon as practical.

H. Precedence of Agreement

If there is a direct conflict between the terms of this Agreement and policies instituted by the Board and/or procedures of the administration, such matters should be brought to the attention of the Executive Director of Human Resources. Should an understanding not be reached, the matter should be referred to the President who shall seek to resolve the disagreement. If the disagreement remains unresolved, it must be transmitted by the President to the Board for their review and action.

I. Full-Time Faculty Vacancies

If a faculty vacancy arises due to the death, resignation, long term illness or termination of a faculty member during the life of this Agreement, the remaining

faculty members from the concerned curriculum area shall meet with the Dean and together make a written advisory recommendation to the Executive Vice President of Educational Affairs/Chief Learning Officer as to whether or not the faculty vacancy should be filled. If no consensus is reached, the faculty members and/or administrators who have met may submit separate written advisory recommendations. All such recommendations shall be submitted to the Executive Vice President of Educational Affairs/Chief Learning Officer, then to the College President within five (5) school days following the meeting, and the Executive Vice President shall not make a recommendation to the President as to whether or not the faculty vacancy should be filled until after the time period stated herein for receiving such recommendations has passed. After receiving any such recommendation, the Executive Vice President may convene a meeting with the faculty members from the concerned curriculum area and/or the Dean to discuss a recommendation further. A copy of the Executive Vice President's recommendation to the President shall be made available to the faculty members from the concerned curriculum area upon request.

ARTICLE III

FACULTY COUNCIL ACTIVITIES

A. Meetings

When the President or his/her designee and representative of the Faculty Council meet to discuss items in the Agreement, said representatives attending such meeting shall suffer no loss in pay.

B. Bulletin Boards and Mailboxes

1. Bulletin Boards

The Faculty Council shall continue to be provided bulletin board space for the posting of notices and other materials relating to Faculty Council activities.

2. Mailboxes

The Faculty Council President or his/her designee shall have the right to place Faculty Council materials in the faculty mailboxes and send materials electronically to the faculty members. Generally distributed Faculty Council business materials sent electronically shall be copied to the Executive Vice President of Educational Affairs/Chief Learning Officer.

C. Faculty Council Meetings

By no later than June 1 for the upcoming fall semester and by no later than October 1 for the upcoming spring semester, the Faculty Council President shall submit to the College President or his/her designee one day and time during the faculty orientation for the coming semester of the standard academic year to hold a general Faculty Council meeting during normal operating hours in the building or buildings of the College. If these days and times are approved by the College President or his/her designee, every effort will be made not to schedule any new meetings involving faculty members at these same dates and times. The College President and his/her designee reserve the right to modify the schedule as needed to accommodate unforeseen or unplanned circumstances during faculty orientation.

By August 1 of each school year, the Faculty Council President shall submit to the College President or his/her designee one day and time for each month in the coming standard academic year to hold a general Faculty Council Senate meeting during normal operating hours in the building or buildings of the College. Once these days and times are approved by the College President or his/her designee no

new meetings involving faculty members shall be scheduled or held at the same dates and times.

In the event that the Faculty Council President determines that there is a need for a general Faculty Council meeting at a date and time not previously submitted to the College President or his/her designee under this Section, the Faculty Council President shall consult with the College President or his/her designee. At his/her discretion, the College President or his/her designee shall agree to a date and time for such a meeting and no new meetings involving faculty members shall thereafter be scheduled or held at the same time. No faculty members shall be released from his/her scheduled classes, student appointments, or counselor/librarian duties to attend any of the general Faculty Council or Senate meetings provided for in this Section.

D. Faculty and Faculty Council Use of Facilities and Equipment

Any use of College facilities and/or equipment by the Faculty Council and/or faculty members shall require approval of the College President or his/her designee within the guidelines set by the College Board of Trustees. A copy of Board policy guidelines, dealing with use of equipment and facilities, will be available upon request of any faculty member.

ARTICLE IV

ACADEMIC FREEDOM AND DEMOCRACY IN PUBLIC COLLEGE EDUCATION

The AAUP Statement on Academic Freedom and Joint Statement on Rights and Freedoms of Students shall be the guidelines of this Article. A further clarification and elaboration of these statements follows.

A. Democracy in Public Education

The Board and the Faculty Council recognize and agree that while democratic principles should remain in every American school system, a suburban college must be exemplary in its expression and practice of the democratic ideal. Integrated education, faculties, and facilities are more than aspirations.

B. Nondiscrimination

The Board and the Faculty Council, in accordance with applicable law, shall not discriminate against any faculty member or applicant for employment by the Board or for membership in the Faculty Council on the basis of race, color, religion, gender, sexual orientation, age, national origin, veteran's status, marital status, disability or any other characteristic protected by law, or membership or participation in, or association with the lawful activities of any organization.

C. Academic Freedom

1. The faculty member is entitled to full freedom in research and in publication of the results, subject to the adequate performance of his/her other academic duties; but research for pecuniary return should be based upon an understanding with the authorities of the institution.
2. The faculty member is entitled to freedom in the classroom in discussing his/her subject, but he/she should be careful not to introduce into his/her teaching controversial matter that has no relation to his/her subject. Limitations of academic freedom because of religious or other aims of the institution should be clearly stated in writing at the time of appointment.
3. The college or university faculty member is a citizen, a member of a learned profession, and an officer of an educational institution. When he/she speaks or writes as a citizen, he/she should be free from institutional censorship or discipline, but his/her special position in the community imposes special obligations. As a man/woman of learning and as an educational officer, he/she should remember that the public may judge his/her profession and his/her institution by his/her utterances. Hence he/she should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that he/she is not an institutional spokesperson.

4. Faculty members who teach shall have the right and responsibility to determine course goals, course content, methods of instruction, and textbooks, subject to such policies and procedures as may be specified by the Board. Should the Board decide to review a change or addition to its policy in this area, faculty representatives appointed by the Faculty Council will be given the opportunity to provide written and verbal input to the President and the Board ad hoc policy committee.

5. Individual faculty members will choose the textbooks and supplementary materials for the courses they teach. Each individual faculty member must use the same required textbook and supplementary materials for all of the face-to-face sections of the same course he/she teaches. The same required textbook and supplementary materials must be adopted for the full academic year, starting with the fall semester through the following summer session. Faculty members teaching courses that require science laboratory setups will collectively choose a single laboratory manual for each course. Faculty members teaching sequential courses, where a single text covers the content of both courses, will jointly choose the same required textbook and supplementary materials. Currently, those courses are BIO 270 and BIO 272 and ART 101 and ART 102. On an annual basis, the faculty may provide input by March 1 for the following full academic year (as defined above) to the Executive Vice President of Educational Affairs/Chief Learning Officer or his/her designee, who will review the list to determine if modifications are necessary. Textbooks and supplementary materials must meet the course objectives, course outcomes, and course content defined in the established course outlines. Faculty members will consider textbook costs when selecting texts and supplementary materials. Faculty members must petition the Executive Vice President of Educational Affairs/Chief Learning Officer or his/her designee for exceptions to these provisions.

ARTICLE V
SALARY AND RATES OF PAY

A. Placement of Teaching Faculty on Compensation Schedule

1. Placement on Compensation Schedule

The employment contract submitted to a prospective faculty member shall include his/her proposed placement on the compensation schedule, including the position for which he/she is employed, and, if non-tenured, the length of the contract. After consultation with the faculty member and designated administrator, this proposed placement on the compensation schedule shall be recommended by the President to the Board. To qualify college credits, military service, or occupational experience for salary placement purposes, official transcripts from institutions above the high school level or appropriate documentation for military or occupational experience must be filed in the Office of Human Resources.

Credit for salary placement of faculty members shall be subject to the following schedule:

- a. Previous college teaching and/or previous high school teaching.
- b. Military credit is limited to two years except in the case of military credit that involves full-time teaching.
- c. Occupational experience directly related to the teaching field.

As part of the interview process, a candidate for a position governed by this Agreement shall be given a copy of this Article. The faculty member's signature on the initial contract demonstrates acceptance of his/her placement.

2. Advancement on Compensation Schedule

During the term of this Agreement a faculty member will advance in the scale for which he/she is qualified one step for each complete year of service until he/she reaches the maximum salary for his/her scale contingent upon satisfactory performance. Unsatisfactory performance will result in a frozen step placement or a recommendation to the Board of Trustees under Article X that the faculty member be dismissed.

- a. Satisfactory completion of upper division courses or equivalents approved by the designated administrator or college course approved by the designated administrator earned subsequent to employment at Waubensee will be used in determining advancement on the compensation schedule. On the basis of

evidence supplied and documented, a faculty member shall be reclassified to the scale to which he/she becomes qualified.

A faculty member is entitled to be reclassified on the salary schedule at the beginning of the fall semester of each school year. It is the responsibility of the faculty member to provide the appropriate College administrator with copies of transcripts of work completed during the summer preceding the start of the fall semester by no later than October 15 of the year when the reclassification is to become effective. Prior approval from the appropriate administrator for all coursework to be used for reclassification purposes must be obtained prior to enrollment.

- b. For each approved 100 clock hours of specifically related occupational experience, a faculty member whose teaching assignment is in an occupational program as identified by ICCB code numbers will be credited with the equivalent of one (1) semester-hour of credit toward advancement on the compensation schedule.
 - i) A written plan must be approved by the Executive Vice President of Educational Affairs/Chief Learning Officer prior to gaining this experience.
 - ii) When such experience has been approved, the faculty member seeking semester hour equivalency credit toward advancement on the compensation schedule must validate the number of clock hours of occupational experience by providing proof signed by the faculty member's employer.
 - iii) For each 100 clock hours of validated occupational experience the full-time faculty member will be credited with the equivalent of one (1) semester hour toward advancement on the compensation schedule.
 - aa) The employer-validated clock hours shall be cumulative without regard to the time elapsed from the start of the first full-time non-teaching employment date to the time when advancement is made on the compensation schedule.
 - bb) Occupational experience semester hour credits will be additive with semester hours earned at an accredited college or university toward advancement on the compensation schedule.
 - iv) For those faculty members teaching in an occupational program as defined above and who are on Scale I of the compensation schedule, and who do not have a BA degree at the time of employment, 30 semester hours are required

to advance from Scale I to Scale II. These hours, or their equivalent, shall be acquired after employment as designated below.

- aa) As much as, but not more than, 50% of work experience shall include employment by weeks at 40 clock hours per week. Semester hours are to be computed on the basis of the formula: 100 clock hours = 1 semester-hour, and a minimum of 50% (15 hours) academic courses, acquired by CLEP, or courses taken at an accredited institution awarding a baccalaureate degree.
 - bb) Occupational experience credit as outlined in Article V.A.2.b.
 - cc) With the awarding of tenure the faculty member becomes eligible for movement from Scale I to Scale II when the above conditions have been met.
 - dd) The supervising Assistant Vice President shall determine the acceptability of work experience or academic courses.
- c. Falsification of records will result in restitution of overcompensation and/or recommendation to the Board of Trustees under Article X that the faculty member be dismissed.

3. Substitutes

For the duration of this Agreement, faculty members who substitute for another faculty member will be paid \$23.40 per 50 minute contact hour. The substitution must be approved by the Dean. Monitoring or proctoring a class, showing a film, giving a test, or other non-preparatory coverage are not included in this substitute pay schedule.

4. Summer School

Full-time faculty members in order of tenured, non-tenured, and temporary will be given preference for up to twelve (12) semester hours. If not requested at the initial departmental scheduling meeting, written requests for summer session teaching assignments must be submitted to the Dean no later than one week after the initial departmental scheduling meeting. The salary rates for the summer will be per credit hour or load hour, whichever is applicable. Summer salary rates will be paid according to the following schedule: 2013-2014, \$1,065; 2014-2015, \$1,081; 2015-2016, \$1,097.

5. Overload

Overload includes all semester hours taught by the faculty member exceeding the 15 semester-hour equivalent load per semester or exceeding the 30-hour load for the year. Overload rates will be per credit hour or load hour, whichever is applicable. Voluntary overload rates will be paid according to the following schedule: 2013-2014, \$953; 2014-2015, \$967; 2015-2016, \$982. The rate of pay for involuntary overload for the duration of this Agreement will be \$75.00 greater than the voluntary overload per credit hour (or load hour, whichever is applicable).

A voluntary overload includes all semester hours taught by the faculty member beyond the 15 semester-hour equivalent load per semester or exceeding the 30-hour load for the year that are voluntarily requested by the faculty member.

If a full-time faculty member's voluntary overload is canceled, the appropriate administrator may, in his/her discretion, assign the faculty member any scheduled class scheduled to be taught by an employee not in the bargaining unit subject to the faculty member's request.

An involuntary overload is that portion of the teaching load exceeding 15 semester-hour equivalent per semester or 30 per year that is assigned by the appropriate Dean in order to complete the faculty member's normal load.

An involuntary overload can also be the load beyond the regular load that is assigned by the Dean after he/she notifies the faculty member in writing that he/she has no full-time or part-time faculty member available to teach the course, and thereby, requests the faculty member to teach the additional load.

If a faculty member receives an overload during the fall semester but is unable to fill out a full load in the spring semester, the appropriate administrator and faculty member may substitute an assignment that is mutually acceptable to both parties in lieu of the course(s) necessary to complete a full load. If agreement is not reached, the faculty member shall forfeit the prior semester's overload amount.

6. Pay Periods

Pay periods shall be twice a month. Payments may be on the 20-pay plan or a 24-pay plan as requested in writing from the faculty member to the Executive Director of Human Resources prior to the opening of the fall semester. Twenty-four pay plan approvals shall be for twelve (12) months and shall not be construed as contract extensions, only as a budgetary convenience to faculty. Salary payments will be made on the 15th and last date of the month or the closest working day on which the College's administrative offices are open.

7. Annual Compensation Schedule

The salary compensation schedule in the appendix shall not be reduced by any change in the academic calendar.

8. Extracurricular Pay Rate

The extracurricular pay rate for full-time faculty members shall be determined by the Board of Trustees and shall not be less than rates agreed upon for part-time staff members. These duties are to be performed in addition to the normal teaching load.

9. Payment for Self-Paced Open Entry Courses

For the duration of this Agreement, self-paced open entry courses shall be paid at the rate of \$35.11 per credit hour per student. Student enrollment will be counted at mid-term.

10. Payment for Independent Study

For the duration of this Agreement, the rate of pay for independent study courses shall be \$35.11 per credit hour.

ARTICLE VI

INSURANCE AND FRINGE BENEFITS

A. Group Health Insurance

A program of group health insurance shall be provided for faculty members after an initial 60-day waiting period. Health insurance coverage may be elected for spouses and/or eligible dependents. Effective January 1, 2014, faculty members electing coverage shall pay 5 percent of the individual employee premium equivalent (10 percent effective January 1, 2016). In addition, faculty members electing dependent coverage shall pay 10 percent of the premium equivalent, minus the individual employee premium equivalent, through the duration of this Agreement. The dependent coverage options will include three tiers: employee and spouse; employee and children; and employee, spouse, and children.

The faculty member shall have the responsibility to notify the Executive Director of Human Resources of any changes in marital and/or dependent status when they become effective. A faculty member may add eligible dependents within 31 days of the qualifying event (marriage, birth or adoption, legal guardianship). Upon resignation and/or termination from the College the faculty member may elect to remain in the group insurance pursuant to Public Law 99-272, Title X (COBRA). The faculty member is responsible for all premium payments during that time period.

B. Group Dental Insurance

A program of group dental insurance will be provided to faculty members covered by this Agreement after an initial 60-day waiting period. All faculty members will participate in this dental plan. Additional dental insurance coverage for spouses and/or eligible dependents will be available at full cost to the faculty member.

C. Term Life Insurance

Term life insurance shall be provided and paid for by the Board for all faculty members. The amount of coverage of such term insurance for each faculty member shall be \$50,000 per member. Additional insurance may be purchased by the faculty member for himself/herself and/or his/her spouse and eligible dependents at the rate and limit set by the insurance carrier.

D. Credit Union

Faculty members who wish to participate in the Kane County Teachers Credit Union shall be allowed to do so through payroll deduction.

E. Travel Expenses

A faculty member shall receive the prevailing Internal Revenue Service (IRS) rate per mile and other reasonable expenses for travel when on approved College business, including commuting between two campus locations, as provided for in the College's Travel Procedures.

F. Long Term Disability Insurance

In the event a faculty member is disabled by accident or poor health, the College will pay or, at its discretion, will provide disability insurance at an annual rate of one-half of the faculty member's salary as determined by placement on the faculty compensation schedule (contract base salary), after the faculty member has exhausted all accumulated sick leave. The gross amount paid to a faculty member for any period of disablement will be one-half the faculty member's contract base salary times the percentage of a 12-month year that the faculty member is disabled.

If income of an amount equal to or greater than the above stated amount is received from the State Universities Retirement System (SURS), workers compensation insurance, social security, sick leave assistance bank or other disability income sources, no further income will be provided by the College unless such funds become exhausted.

If income is received from any of the above sources at less than the above stated amount, the College will pay or, at its discretion, will provide disability income equal to the difference between the above stated amount and the lesser amounts actually received from other sources.

Long term disability benefits shall extend to age 65 if the disability is permanent. If disability insurance offered by the College's disability insurance carrier becomes available to age 70 during the term of this Agreement, the College will so notify the Faculty Council.

G. Sheltered Annuity Program

The Board will approve tax sheltered annuities with acceptable companies and will handle the necessary bookkeeping for the program. Faculty members interested in this benefit should contact the Executive Director of Human Resources for additional information. Tax sheltered programs must be 100 percent tax sheltered and are not to include non-tax sheltered insurance as part of the program.

H. Dues Check-off

The Board shall, upon written request of a Faculty Council member utilizing the form attached to this Agreement as Appendix A, withhold Faculty Council dues from the compensation of that member. The amount withheld from each regular payroll period shall be equal to a pro rata share of the annual dues. The dues withholding shall be uniform for all Faculty Council members. The Board shall

transmit dues withheld to the Treasurer of the Faculty Council within ten (10) working days from the time of the withholding. The Faculty Council Treasurer shall notify the Executive Director of Human Resources by October 1 of the Faculty Council's annual dues for that school year.

Each Faculty Council member desiring dues withholding shall submit his/her written request to the Executive Director of Human Resources by no later than November 1 of the school year. Any such written request shall result in dues withholding for that school year, and for subsequent school years, on a year to year basis, unless an intervening written request to discontinue dues withholding is submitted by a Faculty Council member to the Executive Director of Human Resources. Such written request to discontinue dues withholding shall be effective as of the start of the next school year. The Executive Director of Human Resources shall forward a copy of each written request to discontinue dues withholding to the Faculty Council Treasurer within ten (10) working days of receipt of same.

When a new faculty member is hired by the College and thereafter joins the Faculty Council, that faculty member may submit a written dues withholding request to the Executive Director of Human Resources. This request shall be effective as of the next regular payroll date falling at least ten (10) days following the date on which the request was received by the Executive Director of Human Resources.

The Faculty Council agrees to indemnify and hold the College and Board and any of their officers, agents or employees harmless against any and all claims, suits, orders or judgments, including the defense thereof, brought or issued against the College and/or Board or any of their officers, agents or employees, as a result of any action taken or not taken under the provisions of this Section.

I. Reimbursement for Non-Waubensee Courses, Conferences and Seminars, and Other Approved Professional Development Experiences

1. General Requirements

In order to receive consideration for approval, the course, conference, seminar, or other professional development experience must meet the following criteria:

- A. relate to the faculty member's teaching assignment, work assignment, professional discipline, or pedagogy; or
- B. be included in curriculum that leads to an advanced degree or area of certification; or
- C. directly improve student learning; or
- D. maintain or enhance the faculty member's skills, abilities, etc. in his/her professional discipline; or

E. otherwise be approved by the responsible administrator.

Any faculty member interested in taking advantage of courses, conferences, seminars, or other professional development experiences detailed in this section must submit a request for approval prior to pursuing the activity. As part of the approval process, the faculty member will be required to provide a written rationale explaining the value of the experience for which approval is requested.

In addition to the criteria listed above, the responsible administrator will consider the following guidelines before rendering a decision on the request:

1. the relationship of the activity to the faculty member's teaching assignment, work assignment, professional discipline or pedagogy;
2. the rationale provided with the required application form;
3. the duration of the faculty member's absence;
4. the impact of the absence on students;
5. whether the activity is primarily a "professional" rather than a "personal" experience;
6. whether the activity is otherwise of value to the College;
7. whether the activity or its content is otherwise available through the College's internal training or coursework offerings.

If denial of a faculty member's application is anticipated, the responsible administrator will invite the faculty member to a personal meeting before rendering the final decision.

2. Courses, Conferences, Seminars and Other Professional Development Experiences

Eligible expenses related to prior approved courses, conferences, seminars, and other professional development experiences shall be limited to the following maximum amounts per faculty member each fiscal year (July 1 to June 30): 2013-2014, \$1,500; 2014-2015, \$1,750; 2015-2016, \$2,000.

3. Course Reimbursement

Subject to the General Requirements noted in Section 1 and with the prior approval of the responsible administrator, faculty members will be reimbursed for courses beyond the Master's degree and other courses taken at recognized accredited institutions of higher learning. Courses with a final letter grade of "C" or better or with a designation that indicates satisfactory performance are eligible for reimbursement. Reimbursement includes tuition and fees, but excludes room, board, and travel.

No more than two (2) courses or six (6) credit hours, whichever is greater, may be taken for reimbursement for salary advancement in any one

semester during the academic year. A final letter grade of “C” or better must be earned for salary advancement.

4. Conference, Seminar, and Other Professional Development Experience Fees

Subject to the General Requirements noted in Section 1 and with the prior approval of the responsible administrator, faculty members shall be reimbursed for transportation, lodging, and meals for attendance at professional conferences, seminars, and other professional development experiences. Registration fees and airfare are eligible for prepayment with prior approval of the responsible administrator.

5. Payment

The last day of the course, conference, seminar, or other professional development experience shall determine the respective fiscal year for payment. Reimbursement requests must be approved by the responsible administrator in advance of the first day of the activity. Reimbursement requests are due before June 30.

J. Reimbursement for Waubonsee Community College Courses

Faculty members are entitled to tuition reimbursement for courses taken at Waubonsee Community College without approval. No more than two (2) courses or six (6) semester hours, whichever is greater, may be taken in any one semester during the academic year. Dependent children under the age of 25 and spouses of faculty shall be entitled to receive tuition reimbursement for all courses taken at Waubonsee Community College, provided no other student is denied enrollment in the class as a consequence of their presence. Payment is contingent upon the attainment of a grade(s) of C or better if course(s) is graded or satisfactory completion if ungraded course(s). Reimbursement requests are due before June 30.

K. Section 125 Plan

The Board will provide an IRS 125 Flexible Benefit Plan. The Section 125 plan will allow for pre-tax deductions by faculty members covered by this Agreement for the purpose of paying health insurance premium contributions and any unreimbursed medical, dental, hearing, vision, and dependent daycare expenses as per IRS limitations.

ARTICLE VII

CONDITIONS OF EMPLOYMENT FOR TEACHING FACULTY

A. Faculty Duties and Responsibilities

At the beginning of the fall semester, each academic year, all faculty will receive a document that outlines the Duties and Responsibilities of Faculty.

B. Attendance at Orientation Meetings

Each member of the faculty will attend fall and spring semester orientation meetings and programs, unless otherwise excused by the appropriate administrator.

C. Class Size

Both parties agree that when developing initial schedules, class size can be a significant variable in all types of instruction. Class size maximums shall be determined by the supervising Assistant Vice President or the Dean of an academic discipline after consultation with the faculty member(s) of the unit. If it is necessary to modify class size during registration, the Dean or Assistant Vice President will seek consultation with the affected faculty member. If the faculty member is not available on campus, a reasonable effort to contact the faculty member will be made prior to modifying class size during registrations. Class size is subject to large group loading formula.

D. Teaching Load

1. Teaching Load

The normal teaching load for a full-time faculty member shall be 15 semester hour equivalents per semester and a two-semester load of 30 semester hour equivalents. Payments for overload are specified under "Overload" in this contract.

- a. Lab-Activity-Studio. Courses of a laboratory or activity nature shall be credited at a load ratio according to the following schedule:

2013-2014:	.95 lecture hour to one (1) lab studio hour.
2014-2015:	.97 lecture hour to one (1) lab studio hour.
2015-2016:	1.00 lecture hour to one (1) lab studio hour.

- b. Vocational lecture-lab courses shall be credited at a load ratio according to the following schedule:

2013-2014:	.97 lecture hour to one (1) lecture lab hour.
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2014-2015: .99 lecture hour to one (1) lecture lab hour.
2015-2016: 1.00 lecture hour to one (1) lecture lab hour.

2. Released Time for Research, Curriculum Development, Etc.

Released time for research, curriculum development, or other professional duties shall be assigned to a faculty member as part of his/her regular teaching load during the academic year only with the approval of the faculty member concerned and with the approval of the Dean, the responsible Assistant Vice President, and the Executive Vice President of Educational Affairs/Chief Learning Officer. Each semester, the Faculty Council President will be notified via memo of the identity, released time assignment, and number of released time hours for each faculty member approved for released time during the current semester.

3. Extracurricular Activities

All faculty members are expected to assume responsibility for a reasonable amount of extracurricular duties. Examples of such responsibilities include serving as club advisors, attending student activities, and serving on College committees.

E. Unit Course Schedules

Unit course schedules shall be determined by the Dean of the academic discipline after consultation with the faculty member(s) of the unit.

F. Teaching Programs

1. Scheduling of individual course assignments shall be determined by the Dean in consultation with the faculty member subject to the limits established by the provisions of this Agreement.

A faculty member shall be assigned no more than three (3) preparations per semester as part of his/her regular program unless necessary to establish a full teaching load. A faculty member shall be notified of his/her tentative program at least thirty (30) days before the end of the preceding semester. Changes in a faculty member's program may be made if emergencies arise or to meet student interests and needs. Such changes shall also be in writing and dated and signed by the Dean or Executive Vice President of Educational Affairs/Chief Learning Officer. In making the necessary changes due to these circumstances, the Dean or Executive Vice President shall make every effort to consult with the affected member in the interest of arriving at the best solution for all concerned.

2. Faculty members shall be present on campus for all duties and obligations, including classes, student conference hours, and unit meetings called by the Executive Vice President of Educational Affairs/Chief Learning Officer or appropriate administrative officer. General faculty meetings

may be called by the President or Executive Vice President of Educational Affairs/Chief Learning Officer. Each faculty member shall schedule a minimum of five (5) hours for student conferences per week. A minimum of one (1) hour shall be scheduled each teaching day of the faculty member. These conference hours shall be scheduled to provide maximum convenience for students who wish to confer with a faculty member. Such schedules shall be posted throughout the term and carefully observed by each respective faculty member. Faculty members in consultation with the Dean may change posted schedules in emergencies or to meet student interests and needs.

3. The faculty member's schedule for the week shall not be less than the total of twenty-five (25) hours for a regular program. Taking into account departmental scheduling parity, a full-time faculty member will be assigned to no more than two (2) campuses or extension sites per week without the written approval of the faculty member, unless an assignment to additional location(s) is necessary to fill out a teaching load or a faculty member voluntarily chooses assignment to three (3) campuses or extension sites.

G. Determination of Teaching Assignments

1. Faculty members hired prior to the Board's adoption on December 20, 1983, of the "Qualifications to Teach" shall not be adversely affected thereby in connection with the teaching positions held by those faculty members as of that date.
2. Scheduling of courses and assignment to regular academic programs, in the best interests of students, during the academic year shall be determined by the Dean working with the faculty members. Full-time faculty will be given preference for individual course assignments over part-time faculty, provided written requests made by a qualified faculty member for individual course assignments within the full-time faculty member's assigned discipline(s) to meet his/her standard teaching load are submitted no later than one week after the initial departmental scheduling meeting, and upon determination by the Dean working with the faculty member that the assignment is in the best interests of students. Every effort will be made to complete this work at an early date since it must be available for printing of the new semester schedule.
3. Faculty members will have priority for overload teaching assignments for which they are qualified. Overload assignments will be limited to one (1) course or no more than four (4) semester hours unless extenuating circumstances occur. Faculty members in order of tenured, non-tenured, and temporary will be given preference. If not requested at the initial departmental scheduling meeting, written requests for overload teaching assignments must be submitted to the Dean no later than one week after the initial departmental scheduling meeting.

4. When additional assignments are made available, such assignments will be discussed with qualified faculty members, if they are available.

H. Syllabus

Each faculty member will plan, prepare, and distribute a current course syllabus for each course section. The syllabus must meet the College standards and include course requirements, measurable learning outcomes, and grading and evaluation methods.

I. Advisement Duties and End-of-Semester Activities

1. Advisement Duties

Academic advisement is an inherent part of a faculty member's responsibility. This responsibility is enhanced by direct communication between faculty member and student. Needs may vary with students. Each faculty member is expected to assume responsibility for beginning- and end-of-semester duties pursuant to the academic calendar. The appropriate Dean will be responsible for assignment of faculty.

2. End of Semester and Summer Session Activities

Duties of faculty members during the end-of-term period shall consist of final evaluations, grading and recording of grades, submission of grades to Records and Registration, and other responsibilities necessary to fulfilling teaching duties.

Each member of the faculty will attend and either sit in a designated area or participate in the graduation ceremonies; however, a faculty member shall be excused from such attendance or participation in those instances when the faculty member has legitimate conflicts preventing his/her attendance.

J. Formal Student Evaluations

Formal student evaluations are designed to assist the faculty member in determining his/her effectiveness. The Board shall not evaluate a non-tenured faculty member pursuant to the Board policy "Evaluation of Non-Tenured Faculty;" dismiss a tenured faculty member for cause pursuant to the Board policy "Dismissal of Tenured Faculty Members for Cause;" dismiss a non-tenured faculty member during the term of his/her contract pursuant to the Board policy "Dismissal for Cause of Non-Tenured Faculty Member during term of Contract;" or discipline a faculty member pursuant to the Board policy "Faculty Behavioral Guidelines," on the basis of a formal Student Evaluation. However, the Board and/or appropriate administrators shall be free to investigate any matter revealed in a student evaluation that they believe warrants further consideration and shall be free to take appropriate action under the foregoing Board policies as warranted by the facts. The formal Student Evaluations will be reviewed by the proper administrator then returned to the faculty member.

K. Academic Rank

A. Faculty shall be classified as instructor, assistant professor, associate professor or professor according to years of service at Waubonsee Community College and level of education. Categories of academic ranking shall be as follows:

1. Instructor

All non-tenured faculty members.

2. Assistant Professor

Faculty members will achieve the rank of Assistant Professor upon being awarded tenure. Rank will become effective the fall or spring semester following the tenure approval by the Board of Trustees.

3. Associate Professor

To be eligible for the rank of Associate Professor, the faculty member must be tenured, have completed seven (7) years of continuous full-time teaching/counseling/librarian experience at Waubonsee Community College, and possess an earned Master's degree plus 20 graduate hours earned beyond a Master's degree. Rank will become effective the fall semester following the completion of the seventh year of continuous service provided the faculty member has submitted the appropriate academic rank promotion form to the Executive Director of Human Resources by June 1.

4. Professor

To be eligible for the rank of Professor, the faculty member must be tenured, have completed fifteen (15) years of continuous full-time teaching/counseling/librarian experience at Waubonsee Community College, possess an earned Master's degree plus 40 graduate hours earned beyond the Master's degree or an earned Doctorate degree. Rank will become effective the fall semester following the completion of the fifteenth year of continuous service provided the faculty member has submitted the appropriate academic rank promotion form to the Executive Director of Human Resources by June 1.

5. Professor Emeritus

Upon retirement with the rank of Professor, the Professor will obtain the rank of Professor Emeritus.

- B. Faculty who were awarded academic rank prior to fall 2008 will be grandfathered under the previous eligibility provisions.

ARTICLE VIII

CONDITIONS OF EMPLOYMENT FOR COUNSELING AND LIBRARY FACULTY

The master Agreement applies equally to all members of the bargaining unit except for those provisions that expressly state otherwise, such as the conditions noted below that apply to the counseling and librarian faculty.

A. Counselors' and Librarians' Work Schedule

1. Standard Academic Year

Counselors and librarians shall be employed on the standard academic year as defined in Article IX.A.

2. Weekly Work Schedule for the Standard Academic Year

Counselors and librarians shall work forty hours per week, Monday through Friday, to include at least one evening per week. In addition, up to two weekend days per standard academic year may be assigned within the forty-hour work week on an as needed basis.

3. Supplementary Work Days

Supplementary work days are defined as any days worked outside the standard academic year. Full-time counselors and librarians, in the order of tenured, non-tenured, and temporary, shall be given preference over part-time counselors and part-time librarians in the assignment of supplementary work days and may be assigned to work up to 50 supplementary work days, including at least one evening per week in a five day work week. Counselors and librarians shall request supplementary work days in writing by March 1. The appropriate administrator will notify counselors and librarians of their supplemental work days in writing by April 1.

B. Supplementary Work Days Salary

Each counselor and librarian will be compensated for supplementary work days on a prorated daily rate based on his/her placement on the faculty salary schedule for the days worked outside the standard academic year. When mutually agreeable, a counselor or librarian may be assigned days outside the standard academic year without supplementary pay in exchange for days off within the standard academic year.

ARTICLE IX
ACADEMIC YEAR AND CALENDAR

A. Semester System

The “standard academic year” shall consist of 36 weeks divided into two eighteen (18) week semesters. Each semester shall consist of no more than sixteen (16) weeks of scheduled classes that fall within the weeks of instruction.

B. Summer Session

The Board may schedule an eight week summer session. The Board will notify the faculty by February 1 if a summer session will be held.

C. Interim Session

The Board may schedule an interim session.

D. Academic Calendar

The Executive Vice President of Educational Affairs/Chief Learning Officer, with the Assistant Vice President of Transfer and Developmental Education, the Assistant Vice President of Career Education and High School Partnerships, a representative of the Faculty Council, a representative from Records and Registration, and faculty members will recommend an academic calendar to the President who shall be responsible for the final review and submission to the Board for approval. If the College President makes revisions in the proposed calendar, he/she will notify the Academic Calendar Committee of those changes.

Full-time faculty members who have assignments off campus will follow the academic calendar.

ARTICLE X

APPOINTMENT, RETENTION AND DISMISSAL OF FACULTY

A. Tenure

Tenure shall be granted to faculty members in accordance with the Illinois Community College Act, Illinois Compiled Statutes, Chapter 110, Section 805/3B, etc., and Appendix B of this Agreement, which includes tenure, evaluation of non-tenured faculty, dismissal of tenured faculty members for cause, and reduction in number of full-time faculty members. Where remedies are provided under said statute, they shall be the exclusive means of resolving complaints or questions concerning tenure, including but not limited to appointment, dismissal, and retrenchment of tenured faculty. Such matters shall not be the subject of a grievance, except where the statute does not provide for such remedies.

B. Faculty Personnel Records

All faculty personnel records shall be maintained under the following circumstances:

1. All personnel records relating to any employee covered by this Agreement shall be kept in his/her official personnel file, which shall be located in the Office of Human Resources, and no other personnel file or record shall be established or maintained.
2. All personnel records shall be in writing. No material derogatory to a faculty member's conduct, service, character, or personality shall be placed in the personnel file of any faculty member unless that faculty member has had an opportunity to read such material. The faculty member shall acknowledge that he/she has read such materials by affixing his/her signature to the actual copy to be filed, but it shall be understood that such signature merely signifies that he/she has read the materials in question. The signature does not indicate agreement with its content.
3. The faculty member shall have the right to answer in writing any material filed in his/her personnel file and his/her answer shall be attached to the file copy.
4. At his/her written request, the faculty member shall be furnished, without cost, a copy of any material in his/her file with the exception of placement papers.

C. Human Resource Reallocation

1. Notification

The Board of Trustees, upon recommendation of the President, will issue the advanced notice of a planned, non-cause reduction in the number of full-time faculty members or discontinuance of some particular type of teaching program or service by March 1 of the year prior to the actual year of the planned, non-cause reduction in accordance with Illinois Revised Statute Chapter 110 Sec 805/3B-5. The decision to decrease the number of faculty members employed or to discontinue some particular type of teaching program or service is a matter of inherent managerial policy.

Management retains the right to determine whether a faculty member(s) will be transferred or retrained. The standard of review of management's determination in human resource reallocation for purposes of the Grievance Procedure (Article XII) is that management should not have acted arbitrarily, or capriciously, or in any manner prohibited by law. If a retraining issue is grieved and if the Faculty Council or the Board has referred in timely fashion a grievance to arbitration, either party may submit the grievance to mediation in lieu of arbitration. If no settlement is reached in mediation, either party is free to arbitrate the grievance provided it advises the other party in writing within 10 calendar days following the mediation conference.

The number of faculty member(s), teaching service, or program to be eliminated generally will be identified through the program review process that examines items such as enrollment, revenue, cost, and labor market needs. This information will be shared with affected faculty as soon as the data are collected and put in report form. Management will notify faculty by March 1 in written form which teaching program or service is available for which retrained faculty may transfer or retrain to become qualified to remain a full-time faculty member. The faculty member must respond in writing by March 30 following notification of the intent to retrain including a retraining plan of academic activities with a projected date of completion that is subject to the approval of the Executive Vice President of Educational Affairs/Chief Learning Officer. By the approved completion date the faculty member must have agreed to satisfy the "Qualifications to Teach" in the new discipline as specified in the collective bargaining agreement. The faculty member will be notified of the approved retraining plan by April 30.

Once notification has been received, the tenured faculty member may participate in retraining or course reimbursement.

2. Retraining

Retraining as defined by management may include coursework within a master's degree program in the appropriate discipline and/or appropriate

occupational training such as seminars, workshops, or classes that prepare a faculty member to become qualified to teach in a new discipline. Such qualifications are defined in the “Qualifications to Teach” document that is part of the collective bargaining agreement.

a. Baccalaureate Faculty

For baccalaureate faculty, the College will pay all academic fees, tuition, and actual mileage to a public, commuter, graduate school for coursework in a master’s program to include 24 graduate hours of credit. The faculty member will begin coursework the summer prior to the year of the actual planned reduction and 24 hours of coursework must be completed by the end of the following summer (summer session, fall semester, spring semester, summer session).

i) Scheduling of Teaching Load

During the semesters the faculty member is enrolled in retraining, every effort will be made to adapt the faculty member’s teaching load to the graduate school schedule. During this period the teaching load may be unevenly distributed over two semesters (18 hours/12 hours). Overload payments, if appropriate, will be made in the spring semester.

ii) Teaching Assignments

Once 15 graduate hours in the new discipline have been attained, the faculty member may be assigned to teach introductory courses in the new disciplines at the College.

b. Occupational Faculty

For occupational faculty, the College will pay all academic fees, tuition, and actual mileage/travel costs to and from the site of the retraining. The faculty member will begin coursework the summer prior to the year of the actual planned reduction and must be completed by the end of the following summer (summer session, fall semester, spring semester, summer session).

i) Scheduling of Teaching Load

During the semesters the occupational faculty member is enrolled in short-term retraining, teaching substitutes will be employed to cover the classes that will be missed. During this time period, the teaching load may be unevenly distributed over two semesters (18 hours/12 hours). Overload payments, if appropriate, will be made in the spring semester.

ii) Teaching Assignment

Once management has determined that basic knowledge in the new disciplines has been acquired, the occupational faculty member may be assigned to teach courses in the new discipline at the College.

3. Conditions of Retraining

If the faculty member does not complete the retraining plan and does not become qualified to teach in the new discipline, that faculty member will be terminated as previously planned. Should the faculty member leave prior to the length of the retraining period, the faculty member will reimburse the cost of retraining to the College on a pro rata basis.

In the event of an additional reduction in the number of full-time positions, a faculty member transferred or retrained in a new discipline shall not have bumping rights over existing tenured full-time faculty within that discipline.

4. Evaluation

The purpose of this evaluation is to improve the learning process, to apprise faculty member(s) of strengths, weaknesses, progress and overall status, and ability to teach in the new discipline. The criteria for evaluation will include, but not be limited to, classroom observations, review of teaching materials, self-evaluations, student evaluations, work habits, observance of College policies, and extracurricular contributions to the College.

The Executive Vice President of Educational Affairs/Chief Learning Officer or his/her designee, shall have the responsibility for evaluating each retrained faculty member at least once during each semester for a three-year period that he/she is employed as a full-time faculty member. Following each written evaluation, the person making the evaluation will hold an individual conference with the retrained faculty member to discuss the results of the evaluation.

5. Use of Course Reimbursement

A faculty member notified of an option to retrain who does not elect to take that option may use course reimbursement as defined in Article VI, Section I.2 of this Agreement for coursework unrelated to the faculty member's assignment at the College but approved by the Executive Vice President of Educational Affairs/Chief Learning Officer. Course reimbursement for the above stated amount under the above stated conditions is available to the affected faculty member where no service or program has been identified for retraining.

ARTICLE XI

LEAVES

A. Leaves of Absence with Pay

1. Sabbatical Leaves

- a. Sabbatical leave requests shall be submitted to the appropriate Dean who shall forward the request through the responsible Assistant Vice President to the Executive Vice President of Educational Affairs/Chief Learning Officer. The Executive Vice President of Educational Affairs/Chief Learning Officer shall review and recommend to the President of the College the granting of sabbatical leave to tenured faculty members for a period not to exceed one academic year, and not less than one semester for resident study, research and writing, travel, or other purposes designed to improve the services of the faculty member to the College. Final approval of the faculty member's leave and plan of study will be made by the Board upon recommendation of the President of the College.
- b. A sabbatical leave may be granted at the completion of six or more years of full-time service. A sabbatical leave granted under this Section shall be a bar to any further leave here until after the completion of at least six years of additional continuous service. The application for leave shall contain a definite statement of the plan for resident study, research and writing, travel, or other activities to be undertaken, or a combination thereof. If it shall become necessary in the granting of sabbatical leaves to choose between two or more applicants whose qualifications are substantially equal, the selection shall be determined first on the basis of number of years since the last sabbatical leave taken, and second on the basis of seniority.
- c. A faculty member on sabbatical leave shall receive one-half his/her full base salary for an academic year leave or full pay for one-half year sabbatical leave. The number of faculty members who will be permitted to take sabbatical leave each academic year shall not exceed three percent (3%) of the faculty members in the College and not more than one from a unit. The deadline date for sabbatical leave applications will be December 1 of the fall semester preceding the academic year in which the leave is to occur. The faculty member will be notified of the Board's decision no later than the following March 31.

- d. Upon the expiration of leave granted pursuant to this Section, the faculty member shall be returned to his/her teaching position or its equivalent. If he/she refuses to accept this position, the salary paid to him/her plus the value of other fringe benefits shall be repaid to the Board within a reasonable period of time. This period of time and the method of repayment shall be agreed to in writing prior to the starting of the sabbatical leave. The faculty member on leave shall not engage in any activity for which salary or compensation is paid unless the activity is directly related to the purpose for which the leave is granted or is approved by the Board.
- e. When a sabbatical leave is granted, the absence shall not be construed as a break in service for any purpose and the faculty member would advance one, and not more than one, vertical step on the compensation schedule if the sabbatical leave is for a full year.

2. Sick Leave

- a. A full-time faculty member shall earn 15 days of sick leave per year. In his/her first year, a faculty member shall be credited with 15 sick leave days, or the correct pro rata amount, at the time he/she begins teaching. Thereafter, a faculty member shall be credited with sick leave prorated on service per month during the academic year, with unlimited accumulation, provided the faculty member is paid for a minimum of two weeks of work, including holiday pay and other paid time off, during the month in question.

A faculty member who terminates his/her employment with the College, having taken a greater number of sick leave days than actually earned at the rate specified above, shall reimburse the College for unearned sick leave days taken. The College shall have the right to deduct such amount from any sums still due and owing to such faculty member.

Sick leave shall be interpreted to mean personal illness or serious illness of the immediate family. Immediate family shall be construed to mean the faculty member's spouse, children, parents, or other member of the immediate household. Absence due to serious illness of a family member may require verification by his/her physician.

Sick leave may be used during any period in which the faculty member is on employed status. Deductions from a faculty member's bank of accumulated sick leave shall be made only after absences on days during which a faculty member is actually absent from classes or other assigned duties, except for an absence for an entire week, in which case the deduction shall be for an entire week.

- b. When a faculty member notifies the President or his/her designee that he/she is ready to return to work following a long-term sick leave, said notification must be made at least three (3) working days prior to the end of such leave, the designated administrator shall inform the faculty member of his/her assignment for the remainder of the semester.

In the event that such assignment is not held by the faculty member prior to the start of such sick leave and the faculty member objects, the faculty member and responsible administrator shall discuss the nature of the alternative professional assignment. The faculty member may invite his/her coordinator or a faculty member from a related academic area to participate in this process. The responsible administrator may request a physician's written release as part of this process. Following consultation with the faculty member, assignment shall be made within two (2) working days by the designated administrator. If the responsible administrator's assignment is not acceptable to the faculty member, the faculty member shall have the opportunity to appeal this decision in writing to the Executive Vice President of Educational Affairs/Chief Learning Officer within one (1) working day. No more than four (4) working days shall elapse from the date of initial consultation to the Executive Vice President's decision. If the Executive Vice President's decision is not acceptable, the faculty member shall have the opportunity to appeal in writing to the President who shall render his/her decision within no more than three (3) working days from receipt of the appeal, which decision shall not be appealable to the Board.

Nothing contained herein shall limit the faculty member from grieving over any procedures and definitions contained in this Section except the right of the administration to assign such faculty member work, which is not grievable.

- c. Accumulation of Sick Leave

A tenured faculty member who has exhausted accumulated sick leave may be advanced up to 15 days additional sick leave, provided that the faculty member is not receiving sick leave from the Sick Leave Assistance Bank and provided that any faculty member who leaves the employment of the Board while owing for sick leave advanced in the past shall repay the Board for such sick leave, and if this obligation is not repaid, the amount of the obligation may be deducted from any funds due him/her.

- d. Payment for Unused Sick Leave Upon Retirement

Any faculty member who retires after completing at least fifteen (15) years of full-time, continuous service to the College will be paid for accrued, unused sick days that are not used for service

credit with the State Universities Retirement System (SURS). Such payment will be based upon the faculty member's per diem rate of pay at the time of retirement. The amount of such payment will be limited to 25 percent of the accrued, unused sick days not used for SURS service credit, but not to exceed a maximum of 31.25 sick days.

e. Covered Classes

There shall be no charge against a teaching faculty member's sick leave bank if another teaching faculty member volunteers to cover his/her class without being paid for the class, if the sick faculty member has exhausted his/her available sick leave. If a faculty member's class is proctored by another full-time faculty member at no cost to the College, there will be no deduction from the sick faculty member's sick leave bank.

3. Leaves for Personal Business

Each faculty member shall be granted two (2) days per year personal leave when approved by the Executive Vice President of Educational Affairs/Chief Learning Officer or his/her designee when appropriate, in accordance with the following guidelines:

Personal leave days may be granted for personal reasons, legitimate business, professional, religious, or family obligations that the faculty member cannot meet outside the regular school day. Granting of personal leave is not cumulative and is not to be granted for the purpose of seeking employment elsewhere.

Each request, except for family emergencies, will be considered on its merits during the following times when faculty should be present at the college: orientation days, the first and last week of a semester, the day before or after holidays, and the day before or after spring break.

4. Leave of Absence to Attend Professional Meetings, to Receive University Degrees, or Other Professional Purposes

The President or his/her designee shall have the authority to approve short leaves (less than one semester) of absence with pay to permit faculty members to attend professional meetings, receive a higher degree from a college or university, or for other professional purposes that the President or his/her designee feels would contribute to the professional growth and development of the faculty member and contribute to the welfare of the College.

5. Special Leaves of Absence with Pay

1. Funeral Leave

A faculty member shall be granted a leave of absence with pay, not to exceed five (5) days, to permit a faculty member to attend and/or participate in the funeral/memorial of a deceased parent, step-parent, spouse, child, step-child, grandchild, step-grandchild, grandparents, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, spouse's grandparents, son-in-law, daughter-in-law, or step sibling. The memorial service must be held within one year of the death in order for the faculty member to be granted a leave of absence with pay.

In addition, a faculty member shall be granted a leave of absence with pay, not to exceed one (1) day per academic year, to permit a faculty member to participate in the funeral/memorial for any deceased individual not covered by this provision.

Leave taken by a faculty member pursuant to this section shall be deducted from the faculty member's accumulated sick leave. However, the faculty member may elect to use one or two personal leave days rather than have deductions made from sick leave.

2. Jury Duty or Court Attendance

Faculty members who are summoned to court to perform jury duty or who are subpoenaed to attend court or board hearings to testify in matters in which they have no personal or pecuniary interest shall suffer no loss of salary thereby, but they shall be required to remit to the Board any sum of money they receive in compensation for such duty or attendance.

6. Sick Leave Assistance Bank

The purpose of the Sick Leave Assistance Bank (SLAB) is to provide additional sick leave days to a full-time faculty member to alleviate the hardship caused if a catastrophic illness or injury forces the full-time faculty member to exhaust all accrued sick leave. The sick leave assistance bank is not intended for single day circumstances.

The bank shall be administered by a committee comprised of three (3) Faculty Council members and one representative from Human Resources. Faculty Council members participating on the committee will be required to sign a confidentiality agreement protecting the disclosure of confidential information included in the withdrawal petitions.

Eligibility and Limitations:

Participation in the SLAB shall be voluntary.

Sick Leave Assistance Bank days may be used only for an extended (20 or more consecutive work days) illness or injury of the full-time faculty member.

To participate in the SLAB, a full-time faculty member must (a) be employed in a position included in the bargaining unit; (b) be eligible for sick leave benefits; (c) have contributed two (2) sick days as a first year premium and one (1) day thereafter annually. The premiums will automatically be collected from current members on October 1 or as soon as practicable of each year and upon application from new members.

Any full-time faculty member electing to participate in the SLAB must sign the appropriate form indicating their intent to participate. No transfer of funds will occur, but the contributing full-time faculty member's leave balance will be reduced by the days contributed to the SLAB.

Full-time faculty members electing to cease participation in the SLAB will need to opt out of the program by completing the appropriate form and submitting the signed form to Human Resources prior to September 1.

At no time may contributing full-time faculty members reduce their individual accumulated sick days to less than 10 days. Only full sick days (8 hours) may be contributed.

Once the sick days are donated to the bank, they cannot be returned to the donating full-time faculty member.

Failure to donate one day each year following the initial enrollment will result in the full-time faculty member having to re-enroll in the bank with the initial two (2) day donation requirement. Re-enrollment can only occur during the open enrollment period of August 15 to August 31.

Eligibility in the SLAB will discontinue upon separation from employment, death of the full-time faculty member, or failure to donate the required yearly rate.

Eligibility to Receive SLAB

To be eligible to receive leave from the SLAB full-time faculty members must be current in their donations to the SLAB. The full-time faculty member petitioning for SLAB benefits may not currently be receiving workers' compensation benefits or any other long term income replacement and/or disability benefits provided by the college, or currently be utilizing or in the repayment of the advancement of 15 days of additional sick leave as referenced in Article XI, section 2.c.

SLAB time will be available concurrently with the provisions of the Family Medical Leave Act (FMLA), if applicable. Any sick time granted from the SLAB that extends the full-time faculty member's paid time beyond the provisions of FMLA must first be approved as leave by the Board of Trustees of the College. If Board approval is not provided, SLAB days cannot be awarded.

Procedures

Petition to receive sick leave assistance days from the SLAB must be made in writing by completing the appropriate form. The fully completed form must be submitted to Human Resources by the full-time faculty member or proxy either prior to, but no more than 10 days after, exhausting all accumulated sick leave. The SLAB petition must include:

1. Documentation that the full-time faculty member has exhausted or will exhaust all of their accumulated sick leave and an estimate of the number of sick leave assistance days that are needed.
2. A statement by the primary attending physician that includes the beginning date of the condition, a description of the illness or injury and a prognosis for recovery and an estimated return to work date. No request will be approved without a complete medical statement. The designated Sick Leave Committee may request continued or additional supporting medical documentation.
3. A signed HIPAA waiver permitting the disclosure of his/her confidential medical information.
4. Information relating to the pending SURS disability claim.
5. If necessary, the extended leave request either pending before the Board or approved by the Board.

The committee will review the petition and render a decision within seven (7) working days of receipt of the petition. The committee reserves the right to request additional information about the nature of the illness or injury and may audit sick leave usage for evidence of abuse or misuse. The recommendation of the committee shall be final and is not grievable.

The amount of sick leave assistance granted, if any, will be provided to the Human Resources office by the committee in writing. Sick leave days will be transferred to the recipient from the bank on a ratio of one-to-one, regardless of the hourly rate of pay or average working hours of the contributors to the bank. Unused SLAB days will be returned to the bank.

Administration of the Bank

No participant shall be awarded more sick leave assistance than would be necessary to bridge the waiting period for SURS disability benefits. The amount of the sick leave assistance days awarded shall not exceed one-third (1/3) of the balance of the bank or thirty (30) sick leave assistance days, whichever is less.

At no time shall the sick leave assistance bank run in a deficit position.

Full-time faculty members applying to the bank shall absolve and hold harmless, in all respects, the Board of Trustees, the College, the Faculty Council and the

Sick Leave Committee regarding the establishment and implementation of the Sick Leave Assistance Bank. The decisions of the College, the Faculty Council, the Board of Trustees, and/or the committee are not grievable.

B. Leaves of Absence Without Pay

1. Professional Leaves of Absence

- a. The President may grant a faculty member upon his/her request up to one year's leave of absence without pay, and up to an additional year's leave upon request, for advanced study, research or writing, exchange teaching, travel, or any other professional experience that is related to his/her field of teaching or employment that will improve his/her professional competence.
- b. Applications for professional leaves shall be filed with the President not later than June 1 or November 1, preceding the semester that the leave shall become effective. Requests for extensions of professional leaves of absence must be made in writing at least sixty (60) days before the end of the academic term during which the leave is taken. If the request for extension is denied, the faculty member shall communicate in writing within thirty (30) days of the denial if they shall return. The answer from the faculty member is binding. Failure to return to employment upon termination of leave shall constitute termination of employment.
- c. Benefits of rights accumulated by a faculty member prior to the effective date of the leave of absence shall be carried forward and credited to the faculty member upon his/her return. When a faculty member returns from leave, under this Section, he/she shall remain on the same salary step.
- d. No more than three percent (3%) of the faculty members of the College may be granted professional leaves in any academic year and not more than one faculty member from a unit may be on leave at one time.
- e. All benefits available to faculty members may be continued by the faculty member at his/her expense during his/her leave.
- f. A faculty member returning from a professional leave shall have the right to return to the unit from which he/she left and to the position he/she formerly occupied if possible. While a full-time faculty member is taking a professional leave of absence, the College Board will fill the vacancy, provided a qualified replacement(s) is available to teach the course(s) normally offered and taught by the person on leave.

2. Parental Leave

- a. Upon application, a faculty member shall be granted a parental leave of absence, without pay, for a period not to exceed one year to rear a child under the age of one year who is the employee's child by birth, adoption, or for whom legal guardianship has been assumed. Parental leave granted to a non-tenured faculty member shall not extend beyond the termination date of his/her current contract.

Application for parental leave shall be made at least three (3) months prior to the expected birth date of the child, and in any event prior to the beginning of the semester in which the expected birth date falls. Where three (3) months prior notice is not possible, this requirement may be waived by the Board of Trustees.

A faculty member who is pregnant may continue to work, with the approval of her physician, for as long as she is able to perform her duties adequately and safely. At her option, a pregnant faculty member may elect to use her available sick leave while on employed status for a period beginning two (2) months before the expected birth date in connection with incapacity due to pregnancy, and up to six weeks (6) following birth in connection with incapacity due to the birthing process. Regardless of whether a break in employed status due to pregnancy is to occur pursuant to the parental leave or sick leave provisions of this Agreement, the precise date on which the break begins should be agreed to by the faculty member and his/her Dean, taking into account maintenance of continuity of instruction and the health of the faculty member.

The faculty member may withdraw his/her application for parental leave forty-five (45) days prior to the beginning of such leave. If unexpected events change the circumstances of the original application, after the 45-day notice, a faculty member will, in writing, notify the College President of his/her intent to return that semester. However, if the College has extended and received a signed letter of intent to employ a replacement faculty then the faculty member who has requested leave is bound by the original leave request.

In situations where a replacement faculty member has been employed, the faculty member requesting to return to his/her duties can make a written appeal to the College President.

A faculty member on parental leave shall notify the College of his/her intent to return to work at least ninety (90) calendar days prior to the return date and he/she shall return only at the beginning of a semester. A parental leave may be renewed for a period so that the total leave is no more than one (1) year for a single pregnancy. In the event another pregnancy occurs during the parental leave period, the faculty member must apply for a second parental leave. He/she shall suffer no loss in existing salary placement but there will be no step increase during parental

leave. A parental leave may be terminated at the request of the faculty member and permission of the Board.

- b. A faculty member on parental leave will be eligible for the various applicable fringe benefits if paid for by the faculty member, except that medical insurance coverage will be continued for the first twelve (12) weeks of the approved parental leave if selected by the faculty member. Failure to return to employment upon termination of the leave shall constitute termination of employment.
- c. A faculty member shall have the right to return to his/her former position or its equivalent at the College. While a full-time faculty member is taking a parental leave of absence, the College Board will fill the vacancy, provided a qualified replacement(s) is available to teach the course(s) normally offered and taught by the person on leave.

3. Military Leave

- a. A faculty member who is a member of the reserve component of the United States Armed Services, including the National Guard, and who serves the annual reserve commitment or is mobilized to active military duty as a result of an order of the President of the United States, shall continue to receive the same regular base compensation that he/she receives or was receiving as an employee of the college at the time he/she is or was so mobilized to active military duty, plus any health insurance or other benefits he/she is or was receiving or accruing at that time, minus the amount of his/her base pay for military service, for the duration of his/her active military service provided the faculty member provides the employer with notice of the service.
- b. Any faculty member mobilized to active military duty will be entitled to return to his/her position or its equivalent provided an application to return to the position is made in accordance with the requirements of the Uniformed Services Employment and Reemployment Rights Act (USERRA).

4. Special Leaves of Absence

The President may grant a leave of absence without pay for a period not to exceed five (5) months to a faculty member who applies for such leave because of serious illness of a member of his/her immediate family or for other good and sufficient cause. Such leaves may be extended for periods up to an additional five (5) months upon application. Such periods of absence up to one (1) year shall not be considered a break in service insofar as seniority is concerned. While a full-time faculty member is on special leave of absence, the College Board will fill the vacancy, provided a qualified replacement(s) is available to teach the course(s) normally offered and taught by the person on leave.

5. Disability Leave of Absence

When a faculty member is unable to perform his/her assigned duties because of disability and meets the criteria for disability as defined by State Universities Retirement System (SURS), or in the absence of SURS coverage, by the long term disability insurance company, the faculty member shall be eligible for disability leave. The faculty member shall be granted a disability leave for the duration of the disability, or one year, whichever is lesser. If the faculty member anticipates continued disablement, an extension of the disability leave for a second year shall be requested in writing by the faculty member to the President. Granting a second year disability leave will be dependent upon Board approval.

During disability leave, long term disability incomes shall be provided to the faculty member as defined in Article VI.F, Long Term Disability Insurance.

Life insurance premiums will be waived by the life insurance company or paid by the College, beginning thirty (30) days after the date of disablement and until the faculty member is no longer disabled as defined in the life insurance policy.

During the first year of disability, the College will pay the medical premiums for the faculty member only. If dependent coverage is to be continued, the faculty member will pay the medical premiums through the College group plan for the cost of dependent coverage including spousal coverage.

If a second year of disability leave is approved by the Board, the faculty member will pay all medical premiums through the College's group plan for the faculty member and all dependents including the spouse.

The first year of disability leave shall not be considered a break in service insofar as seniority is concerned.

ARTICLE XII

GRIEVANCE PROCEDURE

It is the declared objective of the Faculty Council and the Board to encourage the prompt and informal resolution of grievances as they arise and to provide recourse to orderly procedures for the satisfactory adjustments of such grievances.

A. Definition

A grievance is defined as an alleged violation of a specific article or section of this Agreement. If any such grievance arises, there shall be no individual or concerted stoppages or suspensions of work because of such grievance, but such grievance shall be submitted under the following grievance and/or arbitration procedures.

B. Resolution

Earnest effort shall be made to resolve grievances by informal communications between the faculty member and the appropriate administrative officer. If such a resolution is not reached, the faculty member may utilize the grievance procedures set out under "C" below.

C. Procedure

At any conference scheduled under this Article, the faculty member may be accompanied by a Faculty Council representative and the appropriate administrative officer may be accompanied by another administrative officer.

Step 1 Formal Submission to Appropriate Administrative Officer/Executive Director of Human Resources

If informal communications do not resolve the grievance, the faculty member may initiate the formal grievance resolution procedure by submitting the grievance to his/her appropriate administrative officer and the Executive Director of Human Resources, in writing, within twenty (20) school days following the date of the act or omission giving rise to the grievance or following the date on which the faculty member knew or, in the exercise of reasonable diligence, should have known of such act or omission if that date is later, up to a maximum of 75 school days, except in cases when the alleged violation is ongoing. The written grievance shall identify all grievants except in the case of a Faculty Council grievance, and shall contain a statement of explanation of the grievance, the provision(s) of the Agreement allegedly violated, and the remedy requested.

Upon receiving the written grievance, the Executive Director of Human Resources and appropriate administrative officer will schedule

a conference on the matter which shall take place within ten (10) school days after the written grievance has been submitted and shall advise the faculty member of the time and place of the conference. The appropriate administrative officer and Executive Director of Human Resources shall communicate their written decision to the faculty member within five (5) school days following the conference.

Step 2 Appeal to the Executive Vice President of Educational Affairs and Chief Learning Officer

If the grievance is not resolved through conference with the appropriate administrative officer and Executive Director of Human Resources, the faculty member may appeal to the Executive Vice President of Educational Affairs/Chief Learning Officer. This appeal shall be made in writing and submitted to the Executive Vice President of Educational Affairs/Chief Learning Officer within five (5) school days after receipt of the written decision under Step 1 and shall state the nature of the grievance, the disposition offered by the appropriate administrative officer and the Executive Director of Human Resources and the reason(s) why such disposition is unsatisfactory. The Executive Vice President of Educational Affairs/Chief Learning Officer shall schedule a conference within ten (10) school days on the matter and advise the faculty member of the time and place of the conference. The Executive Vice President of Educational Affairs/Chief Learning Officer shall communicate his/her decision in writing to the aggrieved faculty member within five (5) school days of the conference.

Step 3 Appeal to the President

If the grievance is not resolved through conference with the Executive Vice President of Educational Affairs/Chief Learning Officer, the faculty member may appeal to the President of the College. The appeal shall be made in writing and submitted to the President within five (5) school days after receipt of written notice of the Executive Vice President of Educational Affairs/Chief Learning Officer's decision and shall state the nature of the grievance, the disposition offered by the Executive Vice President of Educational Affairs/Chief Learning Officer and the reason(s) why such disposition is unsatisfactory. The President shall schedule a conference within ten (10) school days on the matter and advise the faculty member of the time and place of the conference. The President shall communicate his/her decision in writing to the aggrieved faculty member within five (5) school days of the conference.

Step 4 Appeal to the Board

The next appeal on any grievance shall be to a committee of the Board. The decision to appeal the President's decision shall be made within five (5) school days following receipt of the President's decision. The

President and the Board shall be given written notice of the decision to appeal the President's decision within the above five-day period. The Board shall schedule a hearing within ten (10) days on the grievance and advise the faculty member of the time and place of the hearing. The grievance shall be presented by the faculty member who may be accompanied by up to two representatives of the Faculty Council. The Board committee decision shall be communicated in writing to the aggrieved faculty member and to the Faculty Council within fifteen (15) school days after the hearing before the committee.

Step 5 Arbitration

A grievance that was not resolved at Step 4 may be submitted together by the Faculty Council and the aggrieved faculty member only to an arbitrator for decision. The Faculty Council shall submit to the President a written notice of referral of the grievance to arbitration within fifteen (15) school days after the Board committee has submitted its written decision pursuant to Step 4.

The parties shall within five (5) school days jointly request the American Arbitration Association to submit a panel(s) of qualified arbitrators from which the parties shall select an arbitrator pursuant to the procedures of the American Arbitration Association. The arbitrator selected shall set a time and place for the hearing subject to the availability of the Board and Faculty Council representatives.

The arbitrator shall limit his/her decision strictly to the application and interpretation of the provisions of this Agreement as they apply to the specific grievance presented, and he/she shall be without power or authority to alter or modify in any manner any of the provisions of this Agreement or make any decision limiting or interfering in any way with the powers, duties, and responsibilities of the Board under applicable law.

The arbitrator shall issue his/her decision as soon as possible from the date of the closing of the hearing, or if oral hearings have been waived or supplemented or if post-hearing briefs have been filed, then from the date of transmitting the final proofs and statements and/or briefs. Either party shall have the right to file a post-hearing brief to the arbitrator. The decision shall be in writing and shall set forth the arbitrator's opinion and conclusion on the issues submitted. The decision shall be binding on all parties, provided that either party may challenge the arbitrator's decision in a court of competent jurisdiction and/or defend against an unfair labor practice charge or complaint before the Illinois Educational Labor Relations Board on the grounds that the arbitrator acted illegally and/or contrary to the terms of this Article that specify the scope of the arbitrator's authority. The mutual fees or expenses for the arbitrator shall be paid equally by the Board and the Faculty Council. All other costs shall be paid by the party incurring same.

While the Faculty Council is the exclusive representative of all employees in the unit, any individual employee or a group of employees may at any time initiate grievances pursuant to this Article and then have them adjusted without the intervention of the Faculty Council as long as the adjustment is not inconsistent with the terms of this Agreement, provided that the Faculty Council has been given an opportunity to be present at such adjustment.

D. Time Limits

1. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the faculty member or Faculty Council, as appropriate, to proceed to the next step.
2. The time limits specified in the grievance procedure may be extended in any specific instance by mutual written agreement.
3. Any failure on the part of a faculty member and/or the Faculty Council to meet a time limit specified in this Article shall result in the grievance being deemed resolved as per the disposition stated by the College officer who last considered the grievance.
4. For purposes of calculating time limits under this Article, during time periods outside of the standard academic year, "school days" shall mean days on which the College's administrative offices are open. During time periods outside of the standard academic year, a grievant or administrator may suspend a time limit relating to the holding of a conference under Steps 1-4 if he/she is unavailable to attend the conference. An unavailable grievant or administrator shall give advance written notice to the other of his/her unavailability, reason for unavailability, and date of expected later availability so that the grievance process may continue. Both the Faculty Council and Board agree that this provision is not intended, and should not be used, to delay the expeditious consideration of grievances.

E. Faculty Council Grievances

The Faculty Council has the right to initiate or appeal a grievance alleging a violation of this Agreement involving three or more faculty members. Such grievance may be initiated at the appropriate administrative level of the grievance procedure. When such grievance is filed by the Faculty Council, earlier steps of the grievance procedure may be unnecessary, but in all other respects the grievance procedures described above shall apply to the Faculty Council grievances, except that written answers made by the President need be served only upon the Faculty Council.

ARTICLE XIII

SCOPE OF AGREEMENT

This Agreement covers all matters relating to salaries, fringe benefits, and working conditions of full-time faculty members for the period July 1, 2013 through June 30, 2016. The appendices hereof are integral parts of this Agreement and by this reference are incorporated herein. There shall be no unilateral reopening of this Agreement by the Board or Faculty Council during the life thereof. The Board and the Faculty Council agree to re-open this Agreement in the event legislation is enacted by the state or federal government mandating change in existing coverage that would increase the cost to the College of providing medical insurance benefits.

ARTICLE XIV

CONFORMITY TO LAW/SAVING CLAUSE

If any provision of the Agreement is or shall at any time be contrary to or unauthorized by law, then such provisions shall not be applicable or performed or enforced except to the extent permitted by law. In the event that any provision of the Agreement is or shall at any time be contrary to law, all other provisions of the Agreement shall continue in effect.

ARTICLE XV

MANAGEMENT RIGHTS CLAUSE

The Waubonsee Community College Board of Trustees, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in by the laws and the Constitutions of the State of Illinois and the United States including, but without limiting the generality of the foregoing, the right:

- A. to the executive management and administrative control of the College, its properties and facilities.
- B. to hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees under the conditions and according to the procedures outlined in this contract.
- C. to approve curriculum and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.

The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only to the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and the laws of the State of Illinois and the Constitution and laws of the United States.

ARTICLE XVI

ENTIRE AGREEMENT CLAUSE

This Agreement supersedes and cancels all previous agreements, verbal or written, between the College and the Faculty Council and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

ARTICLE XVII

DURATION

This Agreement shall be effective July 1, 2013 and shall continue in full force and effect through June 30, 2016.

Between January 15 and February 15 of the year in which the Agreement expires, the Faculty Council may notify the Board in writing of its desire to negotiate a subsequent agreement.

Negotiations between the Board and Faculty Council representatives for a subsequent agreement will commence no later than March 1 of the year in which the Agreement expires, upon the request of either party, with a goal of the date of graduation of the expiring year for completion of negotiations.

ARTICLE XVIII

NO-STRIKE PLEDGE

The Faculty Council and the Board subscribe to the principle that any and all differences shall be resolved by peaceful and appropriate means without interruption of the College program. The Faculty Council therefore agrees that it will not instigate, engage in, support, encourage, or condone any strike, work stoppage, or other concerted refusal to perform work by the faculty members covered by this Agreement.

AGREEMENT

Entered into and between the Board of Community College District No. 516, Counties of Kane, Kendall, DeKalb, LaSalle, and Will, State of Illinois, and the Waubonsee Community College Faculty Council as collective bargaining agent for those faculty members in the bargaining unit described in Article I, Section A, hereof, for the period July 1, 2013 through June 30, 2016.

In witness thereof:


For the Board of Trustees
Waubonsee Community College



Chair, Board of Trustees

7/17/13

Date

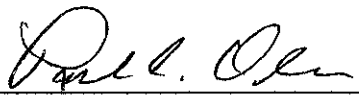


Secretary, Board of Trustees

7/17/13

Date

For the Faculty Council
Waubonsee Community College



Faculty Council President

July 7, 2013

Date



Faculty Council Vice President

July 5, 2013

Date

LOAD RATING FOR LARGE GROUP INSTRUCTION

Teacher load weightings for classes assigned to the large group instruction classroom are as follows:

1. Repeat assignment for any one faculty member would have the same weighting as the first time through.
2. Based on the number of students shown at mid-term, the teacher load would be as follows:

Number of Students Range	Load Rating	Small Groups	3-hour Course: Cumulative Load	3-hour Course: No Small Groups
37-48	1.4	2	4.8	4.2
49-72	1.4	3	5.8	5.2
73-96	2.0	4	8.0	6.2
97-120	2.0	5	9.0	7.2
121-140	2.3	6	10.6	8.2

LOAD RATING FOR SMALL GROUP INSTRUCTION

<u>Number of Groups</u>	<u>1 2 3 4 5 6</u>
Teaching Faculty Member Load	1 2 3 4 5 6

Small Groups shall be no larger than 24 without written consent of the teaching faculty member.

The large group teaching faculty member and small group teaching faculty members not assigned to teach in the large group instruction area will be expected to attend and participate in one coordination per week.

Large group instruction classes will be assigned by the appropriate Dean who shall assess the assignment after consultation with the teaching faculty members involved. Teaching faculty member assignment to a large group instruction without small groups shall be on a voluntary basis.

2013-2014

FACULTY SALARY SCHEDULE

	I	II	IIA	III	IIIA	IV	IVA	V	VA	VI
STEP	BS	MS	MS 10	MS 20	MS 30	MS 40	MS 50	MS 60	MS 70	PHD
1	42,589	43,649	44,560	45,470	46,226	46,987	48,050	49,108	50,018	50,931
2	43,019	44,090	45,010	45,929	46,693	47,461	48,535	49,604	50,524	51,446
3	43,454	44,536	45,465	46,393	47,165	47,941	49,025	50,105	51,034	51,965
4	43,893	44,986	45,924	46,862	47,641	48,425	49,520	50,611	51,549	52,490
5	44,336	45,440	46,388	47,335	48,122	48,914	50,021	51,122	52,070	53,020
6	45,241	46,367	47,335	48,301	49,105	49,912	51,041	52,166	53,133	54,102
7	46,640	47,801	48,799	49,795	50,623	51,456	52,620	53,779	54,776	55,776
8	48,083	49,280	50,308	51,335	52,189	53,048	54,247	55,442	56,470	57,501
9	49,570	50,804	51,864	52,923	53,803	54,688	55,925	57,157	58,217	59,279
10	51,103	52,375	53,468	54,559	55,467	56,380	57,655	58,925	60,017	61,112
11	53,202	54,538	55,685	56,830	57,783	58,740	60,079	61,412	62,558	63,707
12	55,301	56,701	57,901	59,101	60,100	61,100	62,503	63,900	65,099	66,302
13	57,401	58,864	60,118	61,371	62,416	63,460	64,926	66,388	67,641	68,897
14	59,237	60,746	62,040	63,334	64,410	65,489	67,002	68,512	69,804	71,101
15	61,130	62,689	64,024	65,360	66,471	67,583	69,144	70,701	72,037	73,374
16	63,083	64,692	66,071	67,447	68,596	69,744	71,356	72,964	74,340	75,720
17	65,406	67,035	68,429	69,822	70,986	72,148	73,777	75,403	76,797	78,195
18	67,805	69,496	70,944	72,391	73,598	74,804	76,496	78,185	79,630	81,081
19	70,621	72,399	73,922	75,445	76,715	77,982	79,763	81,540	83,062	84,589
20	73,096	74,943	76,519	78,099	79,414	80,732	82,577	84,422	85,998	87,580
21		77,941	79,586	81,233	82,604	83,976	85,903	87,818	89,467	91,115
22		79,882	81,590	83,290	84,719	86,132	88,126	90,125	91,825	93,532
23		81,824	83,587	85,347	86,824	88,289	90,353	92,418	94,179	95,945
24		83,759	85,581	87,400	88,928	90,442	92,578	94,707	96,526	98,350
25					91,028	92,584	94,790	96,994	98,867	100,753
26								99,272	101,207	103,150
27								101,547	103,543	105,545
99	76,730	86,060	87,993	89,926	93,510	95,154	97,486	104,107	106,176	108,250

OTS = Off the scale compensation base pay is defined in "Step 99". The salary schedule for 2013-2014 shall increase by 4.0%, including the step movement. Individuals at the top of the salary schedule (Step 99) in each column will receive the same percentage increase on their base pay as all other faculty.

- I Bachelor's degree or competency in occupational field.
- II Master's degree or bachelor's degree plus two years of acceptable experience in occupational field.
- III Master's degree plus 20 semester hours or master's degree plus two years acceptable experience in occupational field MFA = MA+20.
- IV Master's degree plus 40 semester hours or master's degree plus 20 semester hours and two years acceptable experience in occupational field.
- V Master's degree plus 60 semester hours or master's degree plus 40 semester hours and two years acceptable experience in occupational field.
- VI Doctorate Degree

(The 10-hour intermediate increments between columns are based on one-half the difference of the 20-hour increment between major columns.)

2014-2015

FACULTY SALARY SCHEDULE

	I	II	IIA	III	IIIA	IV	IVA	V	VA	VI
STEP	BS	MS	MS 10	MS 20	MS 30	MS 40	MS 50	MS 60	MS 70	PHD
1	43,639	44,725	45,659	46,591	47,366	48,145	49,234	50,319	51,251	52,187
2	44,080	45,177	46,120	47,061	47,844	48,631	49,731	50,827	51,769	52,714
3	44,525	45,634	46,586	47,537	48,327	49,123	50,234	51,340	52,292	53,246
4	44,975	46,094	47,056	48,017	48,816	49,619	50,741	51,859	52,820	53,784
5	45,429	46,560	47,532	48,502	49,309	50,120	51,254	52,383	53,354	54,327
6	45,888	47,030	48,012	48,992	49,807	50,626	51,771	52,912	53,893	54,876
7	46,824	47,990	48,992	49,992	50,823	51,659	52,828	53,992	54,992	55,996
8	48,273	49,474	50,507	51,538	52,395	53,257	54,462	55,661	56,693	57,728
9	49,766	51,005	52,069	53,132	54,016	54,904	56,146	57,383	58,447	59,513
10	51,305	52,582	53,679	54,775	55,686	56,602	57,883	59,158	60,254	61,354
11	52,891	54,208	55,339	56,469	57,408	58,353	59,673	60,987	62,118	63,251
12	55,064	56,447	57,634	58,819	59,806	60,796	62,181	63,562	64,748	65,937
13	57,237	58,685	59,928	61,169	62,203	63,239	64,690	66,137	67,378	68,622
14	59,410	60,924	62,222	63,519	64,600	65,682	67,199	68,711	70,008	71,308
15	61,310	62,872	64,211	65,550	66,664	67,782	69,347	70,910	72,247	73,589
16	63,269	64,883	66,264	67,647	68,797	69,949	71,564	73,175	74,558	75,942
17	65,291	66,957	68,383	69,808	70,997	72,185	73,853	75,517	76,942	78,370
18	67,696	69,382	70,824	72,266	73,471	74,674	76,360	78,042	79,484	80,931
19	70,178	71,928	73,427	74,925	76,174	77,422	79,174	80,922	82,417	83,919
20	73,092	74,933	76,510	78,086	79,400	80,711	82,555	84,394	85,969	87,550
21		77,566	79,197	80,833	82,194	83,558	85,467	87,377	89,008	90,645
22		80,669	82,372	84,077	85,495	86,916	88,909	90,892	92,598	94,305
23		82,678	84,445	86,205	87,684	89,147	91,211	93,280	95,039	96,806
24		84,687	86,512	88,334	89,862	91,380	93,515	95,653	97,475	99,303
25					92,040	93,608	95,819	98,022	99,904	101,792
26								100,389	102,328	104,279
27								102,747	104,750	106,761
99	79,416	89,072	91,073	93,073	96,782	98,484	100,899	107,751	109,892	112,039

OTS = Off the scale compensation base pay is defined in "Step 99". The salary schedule for 2014-2015 shall increase by 3.5%, including the step movement. Individuals at the top of the salary schedule (Step 99) in each column will receive the same percentage increase on their base pay as all other faculty.

- I Bachelor's degree or competency in occupational field.
- II Master's degree or bachelor's degree plus two years of acceptable experience in occupational field.
- III Master's degree plus 20 semester hours or master's degree plus two years acceptable experience in occupational field MFA = MA+20.
- IV Master's degree plus 40 semester hours or master's degree plus 20 semester hours and two years acceptable experience in occupational field.
- V Master's degree plus 60 semester hours or master's degree plus 40 semester hours and two years acceptable experience in occupational field.
- VI Doctorate Degree

(The 10-hour intermediate increments between columns are based on one-half the difference of the 20-hour increment between major columns.)

2015-2016

FACULTY SALARY SCHEDULE

STEP	I BS	II MS	IIA MS 10	III MS 20	IIIA MS 30	IV MS 40	IVA MS 50	V MS 60	VA MS 70	VI PHD
1	44,715	45,828	46,784	47,739	48,533	49,332	50,448	51,559	52,515	53,473
2	45,166	46,291	47,257	48,221	49,024	49,830	50,957	52,080	53,045	54,013
3	45,623	46,758	47,734	48,708	49,519	50,333	51,472	52,606	53,581	54,559
4	46,083	47,231	48,216	49,200	50,019	50,842	51,992	53,137	54,122	55,110
5	46,549	47,708	48,703	49,697	50,524	51,355	52,517	53,674	54,669	55,666
6	47,019	48,190	49,195	50,199	51,035	51,874	53,048	54,216	55,221	56,229
7	47,494	48,676	49,692	50,706	51,550	52,398	53,583	54,764	55,779	56,797
8	48,463	49,670	50,706	51,741	52,602	53,467	54,677	55,881	56,917	57,956
9	49,962	51,206	52,275	53,342	54,229	55,121	56,368	57,610	58,677	59,748
10	51,507	52,790	53,891	54,991	55,906	56,826	58,111	59,391	60,492	61,596
11	53,100	54,422	55,558	56,692	57,635	58,583	59,909	61,228	62,363	63,501
12	54,743	56,106	57,276	58,445	59,418	60,395	61,761	63,122	64,292	65,465
13	56,991	58,422	59,651	60,878	61,899	62,924	64,358	65,787	67,014	68,245
14	59,240	60,739	62,025	63,310	64,380	65,452	66,954	68,451	69,736	71,024
15	61,489	63,056	64,400	65,742	66,861	67,980	69,551	71,116	72,458	73,804
16	63,456	65,073	66,459	67,845	68,998	70,154	71,774	73,391	74,776	76,165
17	65,484	67,154	68,584	70,015	71,205	72,397	74,069	75,736	77,168	78,600
18	67,576	69,300	70,777	72,251	73,482	74,711	76,438	78,160	79,635	81,113
19	70,065	71,810	73,303	74,795	76,042	77,287	79,032	80,774	82,266	83,764
20	72,635	74,446	75,997	77,548	78,840	80,132	81,945	83,754	85,302	86,856
21		77,556	79,187	80,819	82,179	83,536	85,444	87,348	88,978	90,614
22		80,281	81,969	83,662	85,071	86,482	88,459	90,435	92,123	93,818
23		83,492	85,255	87,019	88,488	89,958	92,021	94,073	95,839	97,605
24		85,572	87,401	89,222	90,753	92,267	94,403	96,544	98,365	100,194
25					93,008	94,578	96,788	99,001	100,886	102,778
26								101,452	103,401	105,355
27								103,902	105,909	107,929
99	82,195	92,190	94,261	96,331	100,170	101,931	104,430	111,522	113,738	115,961

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- VI Doctorate Degree

(The 10-hour intermediate increments between columns are based on one-half the difference of the 20-hour increment between major columns.)

APPENDIX A

PAYROLL DUES DEDUCTION AUTHORIZATION

To the Board of Trustees of Community College District No. 516:

I hereby authorize and direct the Board of Trustees of Community College District No. 516 (“Board”) through its officers, agents and employees, to deduct from the portion of my salary due me each month the amount as certified by the Waubensee Community College Faculty Council (“Faculty Council”) at the current rate of dues. This deduction is to take place as specified in the Agreement between the Faculty Council and the Board (“Agreement”).

I further authorize and direct you to transfer and pay such sum so deducted to the Treasurer of the Faculty Council.

In consideration of the above described service rendered by the Board, its members, officers, agents, and employees, the undersigned hereby releases and discharges the Board, its members, agents, and employees, of and from any and all liability whatsoever arising as a result of the authorization given.

As per the Agreement, this authorization is revocable by me at any time, effective the start of the next school year, by written notice to the Executive Director of Human Resources.

Date

Employee Signature

APPENDIX B

TENURE

A. Purpose

The purpose of this policy is to implement 110 Illinois Compiled Statutes, Section 805/3B.

B. Definitions

1. “Faculty Member” means a full-time employee of the district regularly engaged in teaching or academic support services, but shall exclude supervisors, administrators and all support staff, including secretarial/clerical, Information Technology, and Campus Operations staff. Individuals in the following positions shall be considered as supervisors and/or administrators and/or not regularly engaged in teaching or academic support services:

President	Directors
Executive Vice Presidents	Deans
Vice Presidents	Assistant Deans
Assistant Vice Presidents	Senior Executives
Executive Directors	

2. “Academic Support Services” means counseling and the library.
3. “Academic Support Personnel” means counselors and professional librarians, excluding supervisors, administrators, and secretarial/clerical employees.
4. “School Year” means the fall and spring semesters which constitutes the regular academic year and shall exclude the summer session.
5. “Term” means the fall or spring semesters within a school year.
6. “Notice” means a written notice delivered in person or deposited in the U.S. mail by Certified or Registered Mail, postage prepaid, addressed to the faculty member’s last known address.
7. “Tenure” means continuous contractual employment unless dismissed for adequate cause or due to a decision of the Board to decrease the number of faculty members employed by the Board or to discontinue some particular type of teaching service or program.

Faculty members who have completed and been granted tenure prior to this Agreement will maintain their tenure status. Faculty members who are non-tenured prior to this Agreement will maintain their present

longevity status in their normal progression toward tenure with no loss of years in the tenure process.

8. “Full-Time Employment” for the purpose of this tenure policy shall be defined as follows:

Faculty Members: Faculty members normally have a teaching load of at least 30 semester-hour equivalents which equivalents shall include released semester teaching load hours for non-teaching duties. A teaching load of less than 30 semester-hour equivalents per school year shall not be considered full-time employment.

9. “Seniority” means the length of continuous full-time employment as a faculty member as defined herein since the last date of hire as a full-time faculty member. Conflicts in seniority among faculty members with the same beginning date of continuous employment shall be resolved on the basis of the earliest date when the initial full-time contract of employment was approved by the Board.
10. “Days” means calendar days. The time within which any act herein is to be done shall be computed by excluding the first day and including the last, unless the last day is Saturday or Sunday, or is a holiday as defined or fixed in any statute now or hereafter enforced in the State of Illinois, and then it shall also be excluded. If the day succeeding such Saturday, Sunday, or holiday is also a holiday or a Saturday or Sunday, then such succeeding day shall also be excluded.

C. Eligibility

Faculty members shall be eligible for tenure in accordance with the provisions of 110 Illinois Compiled Statutes Section 805/3B-2. The Board reserves the right to extend the non-tenured employment period to four years in accordance with 110 Illinois Compiled Statutes Section 805/3B-2.

No individual shall be eligible for or acquire tenure as an administrator.

Because tenure confers special rights and privileges on the recipient it is the policy of the Board to extend tenure to only qualified faculty members.

D. Procedure

Tenure recommendations for eligible faculty members shall be initiated by the Executive Vice President of Educational Affairs/Chief Learning Officer who in turn shall make recommendations to the President. The President shall submit any recommendations on the granting of tenure to the Board of Trustees by March 1 (October 1 for faculty members hired at the start of the spring semester). If the Board of Trustees decides to dismiss a non-tenured faculty member, 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, whichever is applicable.

E. Evaluation of Non-Tenured Faculty

The purpose of this policy is to improve the learning process, to apprise instructional staff of their strengths, weaknesses, progress and overall status, to determine the desirability of tenure when an individual is eligible, and to provide information for use in making personnel decisions with respect to non-tenured faculty members in accordance with 110 Illinois Compiled Statutes Section 805/3B.

The Executive Vice President of Educational Affairs/Chief Learning Officer, or his/her designee, shall have the responsibility for evaluating in writing each non-tenured faculty member at least once during each school year that he/she is employed as a full-time faculty member. Following each written evaluation, the person making the evaluation will hold an individual conference with the non-tenured faculty member to discuss the results of the evaluation.

The written evaluation for non-tenured faculty members whose continuous full-time employment commenced with the start of the fall semester shall be completed on or before February 1, except for extenuating circumstances.

The written evaluation for non-tenured faculty members whose continuous full-time employment commenced with the start of the spring semester shall be completed on or before October 1, except for extenuating circumstances. The purpose of this timetable for evaluations is to enable the Board to decide at least sixty (60) days before the end of the school year or term, whichever is applicable, whether or not a full-time non-tenured faculty member's contract should be renewed.

The written evaluations shall be submitted to the President who, in turn, shall submit his/her recommendations to the Board.

It shall be the responsibility of the Board to decide at least sixty (60) days before the end of the school year or term, whichever is applicable, whether or not a full-time non-tenured faculty member's contract should be renewed. If the Board decides not to renew 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, whichever is applicable. The specific reasons for the non-renewal shall be confidential but shall be issued to the teacher upon request.

In addition to the formal written evaluations specified above, the performance and qualifications of the faculty members may be assessed in other ways, including, but not limited to, self-evaluations, student evaluations, work habits, observance of College policies and extracurricular contributions to the College.

While general adherence to the evaluation procedure and timetable set forth above is desirable, the Board may make personnel decisions irrespective of the procedural steps set forth herein.

F. Dismissal of Tenured Faculty Members for Cause

The dismissal for cause of a faculty member who has tenure shall be in accordance with the provisions of 110 Illinois Compiled Statutes Section 805/3B-4.

Persons whose tenured appointment may be terminated shall be so notified and may discuss basis for dissatisfaction with the Executive Vice President of Educational Affairs/Chief Learning Officer. If the cause for possible termination is considered remediable, the faculty member will be given reasonable warning, in writing, stating the causes which, if not removed, may result in charges.

If the dismissal of a tenured faculty member is sought for cause, the Board shall first approve a motion by a majority vote of all its members. The specific reason or reasons for dismissal shall be confidential but shall be issued to the tenured faculty member upon request.

If a majority of all the members of the Board approve a motion to dismiss a tenured faculty member, such decision shall be final unless the tenured faculty member submits to the Board within ten (10) days a written request that a hearing be scheduled.

The faculty member may request, in writing to the President, a written statement of the basis for the recommendation of dismissal to the Board, which statement shall be sent to the faculty member by certified mail or hand delivered within ten (10) calendar days of the request.

Upon the submission of such a written request, the Board shall schedule a hearing on the charges before a disinterested hearing officer on a date not less than forty-five (45) days and not more than seventy (70) days after the adoption of the Board's motion to dismiss the faculty member. If, in the opinion of the Board, the interests of the district require it, the Board after twenty (20) days' notice, may suspend the tenured faculty member pending the hearing, but if acquitted, the tenured faculty member shall not suffer the loss of any salary by reason of the suspension.

Within ten (10) days after the faculty member receives the notice of hearing, either the Board and the faculty member mutually, or the faculty member alone, shall request a list of five (5) qualified hearing officers from either the American Arbitration Association or the Federal Mediation and Conciliation Service. Within five (5) days from the receipt of the list, the Board and the faculty member, or their legal representatives, shall alternately strike one name from the list until one name remains. The faculty member shall make the first strike. The individual whose name remains shall be the hearing officer.

At least twenty-one (21) days before the hearing date the Board shall service notice of the charges upon the tenured faculty member and such notice shall contain a bill of particulars.

The hearing may be closed to the public if both the Board and the faculty member so agree; provided, however, the hearing shall be public if requested by either the faculty member or the Board. The faculty member shall have the privilege of being present at the hearing with counsel and of cross-examining witnesses and may offer evidence and witnesses and present defenses to the charge. Upon the request of either party, the hearing officer may issue subpoenas requiring the attendance of witnesses and the production of documents.

All testimony at the hearing shall be taken under oath administered by the hearing officer. The hearing officer shall cause a record of the proceedings to be kept and the Board shall employ a competent court reporter to take stenographic or stenotype notes of all testimony.

The cost of the reporter's attendance and services at the hearing and all other costs of the hearing, including the fee and expenses of the hearing officer, shall be borne equally by the Board and the faculty member. If any party desires a copy of the transcript of the hearing it shall be responsible for paying the cost.

The hearing officer shall, with reasonable dispatch, make a decision as to whether or not the tenured faculty member shall be dismissed and shall give a copy of the decision to both the tenured faculty member and the Board. Subject to the right of either party to seek legal review under the Administrative Review Act, the decision of the hearing officer shall be final and binding.

G. Reduction in Number of Full-Time Faculty Members

The provisions of 110 Illinois Compiled Statutes Section 805/3B-5 shall be applicable with respect to the dismissal of a faculty member due to a decision by the Board of Trustees to decrease the number of faculty members employed by the Board of Trustees or to discontinue some particular type of teaching service or program.

Each tenured faculty member who is subject to dismissal due to a reduction in the number of faculty members employed by the Board of Trustees shall be given the opportunity prior to honorable dismissal to advise the Board of Trustees in writing of any position(s), if any, held by non-tenured faculty members, or any other employees with less seniority, which such faculty member believes he/she is competent to fill, together with the documentation upon which such belief is based. It shall be the responsibility of the Board of Trustees, acting on recommendations of the administrative staff, to determine whether or not the tenured faculty member is, in fact, competent to render the services for the position or positions identified by the tenured faculty member.

H. Dismissal for Cause of Non-Tenured Faculty Member during Term of Contract

1. Purpose

The purpose of this policy is to set forth the procedure governing the dismissal of a non-tenured faculty member during the term of his/her contract or appointment. This policy shall not be applicable to a decision by the Board to not renew the contract of a non-tenured faculty member. Nor shall it be applicable to the dismissal of a faculty member who is employed at will.

2. Policy

A non-tenured faculty member may be terminated during the term of his/her contract or appointment if there is a breach of contract sufficient to justify termination.

3. Procedure

The following procedure shall be followed in order to assure due process with respect to the termination of a non-tenured faculty member during his/her contract.

This procedure shall only apply in those situations where the termination of a non-tenured faculty member is sought during the term of his/her contract or appointment.

- a. Prior to formal termination proceedings, the appropriate administrator or administrators shall discuss with the non-tenured faculty member the reason or reasons that might lead to termination during the term of the faculty member's contract or appointment, at which time resolution of the reason or reasons for termination may be effectuated by mutual consent.
- b. If the matter is not adjusted or otherwise resolved at such meeting, the Board may initiate formal termination proceedings by giving the non-tenured faculty member notice thereof in writing and advising the non-tenured faculty member of his/her right to request in writing a hearing within seven (7) calendar days after receipt of the termination letter. The reason or reasons for terminating a non-tenured faculty member during his/her contract shall be confidential, but shall be issued to the non-tenured faculty member upon request.
- c. If the non-tenured faculty member submits a timely written request for a hearing, the hearing shall be scheduled as promptly as practicable before the Board or, at the sole discretion of the Board, a hearing officer designated by the Board, who may or may not be a member of the Board. Where the Board designates a hearing

officer to conduct the hearing, the hearing officer shall submit his/her finding and recommendation to the full Board and the ultimate decision shall be made by a majority of the full membership of the Board.

The decisions of the Board as to the existence of cause to terminate the contract of a non-tenured faculty member during its term shall be final and binding.

- d. The non-tenured faculty member shall have the right to be present, together with counsel, at the hearing to offer evidence, to cross-examine witnesses and to otherwise make a defense on his/her own behalf.
- e. The procedure specified herein with respect to the termination of a non-tenured faculty member during the term of his/her contract shall be the sole and exclusive remedy available to the affected faculty member provided, however, nothing shall preclude the affected faculty member from alleging in an appropriate court of law that the Board's action is so arbitrary or capricious as to render it null and void.
- f. The non-tenured faculty member may be suspended prior to completion of the termination procedure specified above if in the judgment of the President, such suspension is warranted. While such suspension shall be without pay, it shall not be considered prejudicial to the affected faculty member's case. If the Board determines that there is no cause to terminate the non-tenured faculty member's contract during its term, or that there is cause for a suspension but not for termination, the affected faculty member shall receive back pay for the period of the suspension, or portion thereof, that is not sustained by the Board.

FACULTY BEHAVIORAL GUIDELINES

A. Purpose

The purpose of this policy is to set forth the rules and procedures governing faculty behavior. It covers forms of faculty behavior up to but not including that necessitating dismissal. There are separate Board policies covering the dismissal of tenured and non-tenured faculty members.

B. Policy

A faculty member may be disciplined for just cause by the President or a designated representative of the President. Cause shall include, but not be limited to, the following:

1. unprofessional conduct;
2. violation of written Board or administrative policies;
3. breach of contract;
4. moral turpitude that adversely affects the College or the faculty member's performance of his/her duties and responsibilities;
5. unauthorized or unexcused absences.

Disciplinary action may include but not be limited to oral reprimands, written reprimands and suspensions with or without pay.

C. Procedure

If the faculty member is suspended without pay, the faculty member may request a hearing before the Board by submitting a written request to the President within seven (7) calendar days after such suspension; provided, however, the Board at its sole discretion may designate a hearing officer, who may or may not be a member of the Board, to conduct the hearing. Where the Board designates a hearing officer to conduct the hearing, the hearing officer shall submit his/her findings and recommendations to the full Board and the ultimate decision shall be made by a majority of the full membership of the Board. The decision of the Board as to the existence of cause to suspend a faculty member shall be final and binding. If the Board determines there is cause for a suspension, it shall either accept, reduce or increase the period of the suspension. If the Board determines there is no cause for the suspension or that there is cause but that the period of suspension should be reduced, the faculty member shall receive back pay for the period of the suspension, or portion thereof that is not sustained by the Board.

The procedure specified herein with respect to the suspension of a faculty member without pay shall be the sole and exclusive remedy available to the affected faculty member; provided, however, nothing shall preclude the affected faculty member from alleging in an appropriate court of law that the Board's action is so arbitrary or capricious as to render it null and void.