

**Contract**  
**Between the**  
**Spoon River College Faculty Association**  
**and the**  
**Spoon River College Board of Trustees**  
**For**  
**2021-2022 through 2023-2024**

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## RECOGNITION

The Board of Trustees of Spoon River College District #534, hereinafter referred to as the Board, recognizes the Spoon River College Faculty Association (IEA/NEA), hereinafter referred to as the Association, as the sole and exclusive bargaining agent for all full-time faculty, hereinafter referred to as Faculty.

The Board agrees not to bargain or consult with any other faculty organization, individual faculty member, or group of faculty members, with regard to the above described bargaining unit for the duration of this contract.

This contract will remain in effect until the last day preceding 2024-2025 academic year with the exception of Section V- 5.1 Salary Schedule. Academic year 2021-2022 salaries have been established in Section V of this agreement; however, future academic year salary increase(s) will be bargained each academic year beginning no later than April 1 each year. Section V-5.1 Salary Schedule is the only provision of this agreement that can be bargained during the duration of this agreement. If future academic year salaries cannot be agreed upon, the academic year 2021-2022 salary percentage increase (2%) will be in effect for the next academic year.

Example: If the College and the SRCFA do not reach a percent salary agreement for academic year 2022-2023 the percent salary agreement for academic year 2022-2023 will be 2%.

## SECTION I: EMPLOYEE AND ASSOCIATION RIGHTS

### 1.1 POLICIES ON NONDISCRIMINATION

The policies on nondiscrimination are described in the Discrimination & Harassment Policy (3.1.1) and Sex Discrimination, Sexual Misconduct, and Interpersonal Violence Policy (Title IX) Policy 3.1.3.

### 1.2 ACADEMIC FREEDOM

The policy on academic freedom is described in the Freedom of Inquiry & Academic Freedom policy 8.1.4.

The college environment is an open intellectual forum where various opinions may be freely expressed and openly discussed. Faculty are entitled to freedom in the classroom to use materials and to discuss topics, which are relevant to the subject, appropriate to his/her teaching methods and conducive to the attainment of course objectives.

The 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 make every effort to indicate that he/she is not an institutional spokesperson. His/her special position in the community imposes special obligations. As a person of learning and an educational officer, he/she should remember that the public might judge his/her profession and institution by his/her utterances. Hence he/she should at all times be accurate and show respect for the opinions of others.

The College will not refuse to provide books and other materials merely because of the race or nationality, or because of the doctrinal disapproval of the contents. With respect to faculty rights and academic freedom, the Trustees adopt the position that in a world of rapid change and recurrent crises a college best serves its community, not as a stronghold of a rigid tradition, but as an open intellectual forum where varying shades of opinion may be freely expressed and fairly debated. Position values evolve from free exchange of ideas among broadly informed citizens and the progressive evolution of American institutions may depend upon the quality of flexibility in meeting changing social and economic needs. The American democratic way of life is strong enough to stand on its own merits and substantial enough to survive comparison with that of any other system.

### 1.3 MATERIALS DEVELOPMENT

Any materials developed by a faculty on his/her own time and using his/her own equipment and/or resources (e.g., not college owned property) are the property of the faculty for educational use, copyright, or publishing purposes. The College will be reimbursed by the faculty for any materials and for facility and staff usage associated with any commercial materials development, with the amount to be determined by the institution and the faculty.

### 1.4 DUES DEDUCTION

The Employer will deduct from each Association member's pay, the current dues of the Association, the amount of which will annually be certified by the Association. Such deductions will be made in consecutive, substantially equal, biweekly installments, beginning with the first pay date in October and ending with the second pay date in May. All dues deducted by the College will be remitted as directed by the Association, no later than the first of the month after such deductions are made. Payroll deduction authorizations from each member at initial enrollment must be filed with the SRCFA treasurer. Dues will not be deducted until the treasurer notifies human resources of enrollment and deductions.

### 1.5 RIGHT OF REPRESENTATION

When an Association member is required to appear before the Board or the administration for reasons of discipline or potential discipline, s/he will be entitled to have a representative(s) of the Association of his or her choice present. It is mutually agreed that the selection of an Association representative should be made in a timely manner but no later than 5 college days. Further, when a faculty is required to appear before the Board, the faculty will be advised in writing 5 working days prior to the Board Meeting of the reason(s) for the requirement.

### 1.6 PERSONNEL FILE

The policy on personnel records review is described in the Personnel Records Review policy 3.5.12

### 1.7 DISCIPLINE PROCEDURE (JUST CAUSE)

#### 1.7.1 FACULTY DISCIPLINE

Discipline of faculty with just cause shall be progressive and corrective with the primary goal of improvement of performance. In matters of discipline, the College will follow the Progressive Discipline policy 3.5.13.

**1.7.2 JUST CAUSE**

No tenured faculty member shall be discharged without just cause for dismissal in accordance with the Illinois Public Community College Act (IPCCA).

Non-tenured faculty shall be subject to dismissal for the following academic year pursuant to the IPCCA.

**1.8 UPDATES TO POLICIES AND JOB DESCRIPTIONS REFERENCED IN THIS AGREEMENT**

Updates to Policies and Job Descriptions referenced in this agreement related to wages, benefits, and terms and conditions of employment (excluding federal and state law) will be negotiated using the principles of Interest Based Bargaining.

## **SECTION II: BOARD AND ADMINISTRATIVE RIGHTS**

### **2.1 RIGHTS AND RESPONSIBILITIES**

The Board reserves and retains full rights, authority and discretion for the governance, operation, and administration of the College under the rules and regulations as set forth in the Illinois Community College Act subject to the provisions of this Agreement and the Illinois Educational Labor Relations Act (IELRA) and in conformance with the Constitution and laws of the State of Illinois and the Constitution and laws of the United States.



## SECTION III: LEAVES

### 3.1 SICK LEAVE

The policy on sick time is described in the Sick Time Benefit policy 3.3.11. The fifteen (15) days will be credited on the first day of each academic year and may accumulate up to 360 unused/unpaid sick days. Faculty with a balance of sick time in excess of 360 days as of August 16, 2012 are allowed to carry a balance above 360 days and not exceed 360 days after falling below 360 days, once sick time is utilized.

Sick days can be used as full or half-day allotments. A full day of sick leave will be charged to a faculty whenever anything more than 50 percent of his/her work day on a given day are unfulfilled because of illness. Likewise, a half day of sick leave will be charged whenever between 0-50 percent of a faculty's work day on a given day are unfulfilled because of illness.

If a faculty member uses sick leave he/she will contact the appropriate supervisor as soon as possible prior to class start time. When necessary, an agreed upon strategy will be utilized to determine whether or not to cancel the class or use other resources to continue instruction.

#### 3.1.1 SICK LEAVE BANK

A sick leave "bank" controlled by the executive committee of the Association and the Human Resources Director will be continued with existing days from the prior contract carried into this contract. The bank will have a maximum of eighty (80) days and will be replenished to the maximum eighty (80) days whenever it falls to a number that would allow drawing one (1) day from the sick leave of each faculty covered under this contract. Faculty who has exhausted his/her accumulated personal sick leave may make reasonable withdrawals following approval of a request presented to the executive committee of the Association. The Human Resources Director or his/her designee will be notified of the decision. The maximum allowance during an academic year for any one person will be sixty (60) days.

### 3.2 PERSONAL LEAVE

The College will grant each faculty four (4) days per academic year of personal leave without loss of pay. Except in the case of an emergency, written advance notice of personal leave will be submitted as soon as possible to the appropriate supervising administrator. The faculty will not be required to state a reason for the personal leave. Personal days that are not used during the academic year will be added to the accumulated yearly sick leave.

Personal days can be used as full or half-day allotments. A full day of personal leave will be charged to a faculty whenever anything more than 50 percent of his/her work day on a given day are unfulfilled because of use of personal leave. Likewise, a half day of personal leave will be charged whenever between 0-50 percent of a faculty's work day on a given day are unfulfilled because of use of personal leave.

If a faculty member uses personal leave he/she will contact the appropriate supervisor as soon as possible prior to class start time. When necessary, an agreed upon strategy will be utilized to determine whether or not to cancel the class or use other resources to continue instruction.

### 3.3 BEREAVEMENT LEAVE

The policy on bereavement leave is described in the Bereavement Benefit policy 3.3.1.

### 3.4 ASSOCIATION LEAVE

The Association will be allowed to send a representative(s) to a regional, state, or national conference on Association leave, without loss of pay. A maximum of two (2) faculty will be allowed up to two (2) days each of Association leave each academic year. The Human Resources Director must be notified of all Association leaves one (1) working day prior to the leave.

### 3.5 JURY DUTY

The policy on jury duty leave is described in the Jury Duty Leave policy 3.2.5.

### 3.6 MILITARY LEAVE

The policy on military leave is described in the Military Leave – Employee policy 3.2.6.

### **3.7 LEAVES OF ABSENCE**

Leaves of absence may be granted by the President for faculty for professional development. Leaves of absence for other reasons may be granted to faculty in order to attend such events as professional meetings, consulting assignments, community activities where representation of the faculty member is required, or other justifiable causes. Arrangements such as these must be pre-approved by the Vice President and will not cause any interference in the normal educative process. This leave is not to exceed one year and is without College pay and College paid benefits.

The faculty member shall notify the Vice President of the impending absence and, upon approval, the Vice President or designee shall make all necessary arrangements to fulfill the faculty's assigned responsibilities during the period of absence. Faculty taking unpaid leave shall have their pay reduced based on the number of days missed relative to the number of days faculty are required to be present in the academic calendar (e.g., A faculty member at a salary level of \$40,000 for the school year takes 30 days of unpaid leave. There are 158 days scheduled in the academic year in which the faculty member is required to be present. The faculty member's pay is thus decreased by  $(30/158)*\$40,000 = \$7595$ , and the faculty member would receive the remaining \$32,405 in compensation).

### **3.8 FAMILY AND MEDICAL LEAVE**

The parties agree to compliance with The Family and Medical Leave Act (FMLA) policy 3.2.3.

### **3.9 SABBATICAL LEAVE**

Spoon River College may, at its discretion, grant an eligible faculty member sabbatical leave for one full academic year (two semesters) at one-half of the employee's contractual salary for an academic year (two semesters) or one-half of the academic year (one semester) at full salary.

#### **3.9.1 ELIGIBLE FACULTY**

For the purpose of this section, an eligible faculty member is a full-time faculty of Spoon River College who has been employed by the district for six consecutive academic years. An official leave of absence will not interrupt a faculty's record of continual service.

#### **3.9.2 DETAILS OF SABBATICAL LEAVE**

- The salary figure here is the contractual salary, which the faculty would receive for the academic year for which the sabbatical leave is to be taken.
- A faculty granted sabbatical leave receives all rights and privileges he/she would enjoy as an employee during that year. These rights and privileges include such things as retirement contributions, seniority credit in any category recognized by the college and all fringe benefits currently applicable.
- When a sabbatical leave is completed, the faculty must comply with the eligibility requirements mentioned above before being considered for a sabbatical leave.
- Portions of the academic year in which the leave was granted will not be considered as part of the six contractual academic years required for eligibility.
- Sabbatical leave may be granted for the purpose of formal study, educational travel, research, publication, acquiring experience that would enrich the contribution of the faculty, or other college related work experience that contributes to the mission and goals of the college, and/or contributes to the faculty member's professional development. In addition, the application for leave must outline in detail the plan of program, anticipated results and the professional value to the institution. A faculty on sabbatical leave may not render service for compensation in another institution or enterprise. However, this shall not prevent the employee from receiving a fellowship, aid, grant, or stipend for study; the source of the income and the relation to the planned program must be stated in the application for leave.
- In the event the discontinuance of a program appears imminent, a faculty who has served six consecutive academic years, and whose dismissal would occur because of the discontinuance of said program, shall be eligible for a sabbatical leave for the purpose of developing or refining qualifications to serve the college in another capacity.

- At the conclusion of a sabbatical leave, the faculty must serve two (2) full academic years in teaching services with the district or repay one-half of the money he/she received while on leave for such year the faculty fails to fulfill these obligations. Inability to fulfill this commitment for reasons of health will nullify this requirement. If the employment is ended due to involuntary circumstances, repayment will be evaluated by the President.
- No more than two (2) full-time faculty members may be authorized for sabbatical leave in any one academic year.
- In the event of an eligible faculty member having an application denied, the denial will not penalize the faculty member's eligibility for future sabbatical leave.

### **3.9.3 PROCEDURES FOR REQUESTING SABBATICAL LEAVE**

- Sabbatical leave may be granted to an eligible faculty member who has completed six (6) years of continuous full-time service at the college since his/her last sabbatical terminated excluding board-granted leaves of absence.
- Application for sabbatical leave shall be made in writing simultaneously to the Vice President and the Instructional Resources Committee of the College Senate by the first Friday of the spring semester preceding the academic year within which the leave is desired. The form and/or format for submitting said application will be available from the Vice President. The committee will review applications and forward the full list of applicants, with such recommendations, commentary, or priorities as it shall determine by February 20 to the Vice President. The Vice President will forward his/her recommendations to the President no later than March 1. Should the Vice President and/or the President reject in whole or in part recommendations of the Instructional Resources Committee, they shall notify the committee in writing, stating the reason(s) for said rejections. The chairperson of the committee shall be given the opportunity to discuss the matter with the Vice President prior to the President's decision.
- The decision to grant (or reject) each sabbatical leave shall be made by the Board of Trustees.
- A formal contract between Spoon River College and the staff member eligible for a sabbatical leave will be affected in accordance with the above provisions.
- Upon returning to the college after sabbatical leave, the faculty member shall submit a full report in an approved format regarding his use of his leave to the President.
- The college may postpone a candidate's leave for one year and substitute another candidate for that year, if such a leave would adversely affect a college program, department, or other area of specialization.

## SECTION IV: EMPLOYMENT CONDITIONS

### 4.1 HIRING PRACTICE

Spoon River College's objective is to hire the most competent and best qualified faculty available, within the College's fiscal means.

Likewise, in certain vocational and technical fields where adequate experience might be of prime importance, the level of formal education acceptable for employment might be less than the baccalaureate degree or its equivalent.

In all cases, competency in the areas of responsibility and the ability to create effective learning situations will constitute the major qualifications sought in faculty. Conditions of the salary and fringe benefits are referenced in the Salary and Fringe Benefits Section of this agreement.

### 4.2 FACULTY LOAD

#### 4.2.1 STANDARD FULL-TIME INSTRUCTIONAL WORKLOAD

The teaching load for full-time teaching faculty is thirty (30) instructor credit hours per academic year. Instructor credit hours will be defined as the following ratios:

- a. One (1) scheduled lecture hour per week per semester equals one (1) instructor credit hour.
- b. One (1) scheduled lab hour per week per semester equals one (1) instructor credit hour.
- c. Whenever a section has more than one (1) assigned faculty, the number of instructor credit hours will be divided by the number of faculty administratively assigned to that section according to the ratio of their respective responsibilities.
- d. In programs (including open labs) where lab course hours make up 40 percent or more of the faculty member's load (per semester), special consideration may be given when calculating load. Supervising administrator(s) will consider the following possibilities in order to make the lab experience the best possible for the student and the faculty.

- assignment other than 30 hours may constitute a full load
- lab help in the form of student or professional assistant
- use of part-time instructor(s) to help carry load

If the supervising administrator and faculty cannot reach agreement on extra lab help or instructor credit hours for full load, the President of the College, after discussion with the faculty and supervising administrator, will make the final decision as to what is a fair semester load.

- e. The full load for faculty assigned to an open lab will be twenty (20) contact hours per week, i.e., twenty (20) contact hours per week for 16 weeks in an open lab is equal to 15 load hours. Any hours less than 20 in an open lab will be pro-rated. Open labs may include developmental coursework and any other new open labs established. For faculty who are assigned lecture courses as well as open lab teaching, the load will be determined by calculating the percentage of load in each category (lecture versus open lab).

Example: Faculty member is assigned 10 hours per week in an open math lab assignment (which equals 7.5 credits toward semester load). The remaining teaching assignments of 7.5 or more credits are assigned to constitute a full-time load. Courses beyond the total 30 full time credit load for the academic year would be calculated at the overload rate.

- f. For faculty teaching in the ADN program, one (1) scheduled clinical hour per week per semester equals one (1.00) instructor credit hours.
- g. It is understood and agreed that continued recruiting and advising by faculty is beneficial to the interest of both parties.
- h. VSK courses are exempt from overload and summertime compensation rates except when VSK courses are used to make load for full-time faculty.
- i. Faculty Members will have the opportunity to meet and confer with their appropriate instructional Dean prior to the finalization of the published class schedule, upon the faculty member's request.
- j. Load for Fall and Spring semester will be based on 10<sup>th</sup> day enrollment.

#### 4.2.2 FACULTY LOAD FOR SUPERVISION OF ON-THE-JOB TRAINING, FIELD EXPERIENCE/PRACTICUM, CO-OP COURSE WORK

Faculty load will be calculated at .07 X number of students X semester hours of course = instructor credit hours.

#### 4.2.3 INDEPENDENT STUDY

Faculty load for supervision of independent study will be calculated at credit hours X number of students X .2 = instructor credit hours.

#### 4.2.4 COMBINED LECTURE OPTION

Upon mutual agreement between the instructional dean and the faculty member, two lecture/lab courses with the same course number (e.g., CHE160) can have a combined lecture. If the combined lecture section enrollment exceeds 40 students, one additional credit hours of load will be added to the faculty member load.

#### 4.2.5 COMPOUNDED COURSE OPTION

Upon mutual agreement between the instructional dean and the faculty member, compounded courses (i.e., different courses with similar content) may be taught during the same lecture/lab period (e.g., ART111 and ART 213) unless the course enrollment justifies separate course meeting times. The course with full enrollment will be paid at the full load rate and the second course will be paid at the independent study rate.

### 4.3 ON-CAMPUS HOURS

All teaching faculty are required to maintain eight (8) on-campus hours reasonably distributed in a workweek in addition to their assigned classroom responsibilities. The on-campus hours will be posted, clearly defining virtual availability and campus presence, as part of the faculty member's schedule.

- Faculty teaching online/hybrid courses may post up to one (1) regularly scheduled hour of availability online for every two (2) credit hours of online coursework not to exceed 4 hours of virtual availability
- Additional virtual availability expectations: faculty will provide their own access to internet or telephone, faculty would respond to communications, which are received during this time, by the scheduled end time.

When a faculty member is authorized a workday on which to meet "by appointment" only, the faculty shall not deny any appointment to any student making such a request, provided the request is made directly to the faculty by 3 p.m. on the previous workday. These hours will be in addition to the regularly scheduled eight hours. On those occasions when a supervising administrator calls a special meeting on a "by appointment" day, the teaching faculty will be required to attend. On-campus hours may be used for committee assignments, student conferences, club advising, LRC research or study, office hours, and other job-related activities. Teaching faculty are required to be on campus for commencement. It is understood and agreed that all job-related duties must be completed by the end of the academic year.

### 4.4 OVERLOAD

#### 4.4.1 LOAD CALCULATION

If a full-time faculty teaches more than thirty (30) credit hours for the academic year, s/he will receive additional compensation for each instructor credit hour beyond thirty (30) calculated at the following rate: 1.75% of MA Step 0.

- a. The College may assign the courses necessary to bring a faculty member's total annual load to a minimum of 30 credit hours per academic year.
- b. If a faculty member has fewer than 30 credit hours, assignment of courses may result in overload hours not to exceed four (4) credit hours per academic year. Any amount over the four (4) credit hours will be with the mutual agreement between the faculty member and the College.
- c. Faculty may teach two overload courses or a maximum of eight (8) credit hours per academic semester. If course enrollment warrants additional classes, more than eight (8) hours of overload per faculty member may be offered. For full time faculty with acceptable qualifications, it is the intention to apply principles of seniority to offering and assignment of overload classes.
- d. Full-time faculty members will have the first option of teaching overload classes at any campus and the classes shall be offered to full-time faculty on acceptable qualifications and seniority basis.

(e.g., Two full-time faculty members in the same department – Faculty Member #1 with 10 years' experience in the department at Spoon River College, Faculty Member #2 with 5 years' experience, with four courses offered in their discipline. Faculty Member #1 would be offered 1<sup>st</sup> choice of classes offered – no matter where they are offered. Faculty Member #2 would be offered 2<sup>nd</sup> choice – no matter where they are offered. Faculty Member #1 would be offered 3<sup>rd</sup> choice, and Faculty Member #2 would be offered 4<sup>th</sup> choice.)

- e. Faculty's acceptance or rejection of the load schedule will be made within five (5) working days of the formal offer via email from the Dean, or his/her designee, not including the Division Chair. The faculty member's acceptance/rejection of the load schedule appointment will be via e-mail. No "bumping" or overload is allowed after date of acceptance.
- f. Overload is not guaranteed.

#### **4.4.2 LOAD CALCULATION OF FACULTY HIRED MID-ACADEMIC YEAR**

If a full-time faculty is hired in the spring term of the academic year, and the full-time faculty teaches more than fifteen (15) credit hours for that spring academic term, s/he will receive additional compensation for each instructor credit hour beyond fifteen (15) calculated at the following rate: 1.75% of MA Step 0.

#### **4.4.3 LOAD CALCULATION OF FACULTY LEAVING MID-ACADEMIC YEAR**

If a full-time faculty leaves after the fall term of the academic year, and the full-time faculty teaches more than fifteen (15) credit hours for that fall academic term, s/he will receive additional compensation for each instructor credit hour beyond fifteen (15) calculated at the following rate: 1.75% of MA Step 0.

#### **4.5 SUMMER SCHOOL**

Summer school is defined as any class that begins at any point from the last scheduled day of classes of the spring semester and ends at any point before the first day of classes of the subsequent fall semester or when the midterm of the class falls within this period.

Faculty may teach two summer courses. If additional classes are needed, it is the discretion of administration as to who will be offered the additional courses.

Full-time faculty members will have the first option of teaching classes at any campus and the classes shall be offered to full-time faculty on a departmental seniority basis.

(e.g., Two full-time faculty members in the same department – Faculty Member #1 with 10 years' experience in the department at Spoon River College, Faculty Member #2 with 5 years' experience, with four courses offered in their discipline. Faculty Member #1 would be offered 1<sup>st</sup> choice of classes offered – no matter where they are offered. Faculty Member #2 would be offered 2<sup>nd</sup> choice – no matter where they are offered. Faculty Member #1 would be offered 3<sup>rd</sup> choice, and Faculty Member #2 would be offered 4<sup>th</sup> choice.)

Acceptance or rejection of the appointment will be made within five (5) working days of the formal offer via email from the Dean, or his/her designee, not including the Division Chair. The faculty member's acceptance/rejection of the summer course(s) appointment will be via e-mail.

- a. **Regular Instruction** - Instructors assigned to summer classes will be paid at the rate of 2.0% of MA, Step 0 per instructor contact hour.
- b. **Open Labs** – Instructors working in open labs will be paid 2.0% of MA step 0 for every twenty (20) contact hours.
- c. **Supervision of on-the-job training, Field Experience/Practicum (Internship), Co-Op course work** - Faculty load will be calculated at  $.07 \times \text{number of students} \times \text{semester hours of course} = \text{instructor credit hours}$ . Refer to the Travel and Travel Related Expenditures Policy 6.7 for mileage reimbursement.
- d. **Independent Study** – Faculty load for supervision of independent study will be calculated at  $\text{credit hours} \times \text{number of students} \times .2 = \text{instructor credit hours}$ .

#### **4.6 UNUSUAL CONDITIONS (CLOSING OF THE COLLEGE)**

The policy on closing of the college is described in the Closing of the College Policy 4.3.

If the Vice President does not cancel classes, the faculty member may decide to cancel his/her classes. If the faculty member cancels his/her classes, he/she must take his/her personal time. Alternatively, if a faculty member wishes to continue instruction in a virtual setting, approval must be obtained from the applicable Instructional Dean. If approval is not obtained a personal day may be charged.

#### **4.7 SECURITY**

The College has the right to use non-audio surveillance to monitor and protect College property, employees, students, and guests. In all circumstances when the College installs and manages the equipment for extended use, the purpose of its use

will be as a deterrent, all bargaining unit members will be informed, and signs will be posted in clearly visible locations. Bargaining unit members may not obstruct or interfere with the operation of such equipment.

Under circumstances when law enforcement officials are involved for the investigation of possible criminal activity in instructional areas or involving bargaining unit members, the SRCFA recognizes that the College has a legal duty to cooperate with those officials and such notification as outlined above to all members will not apply. Under no circumstances shall electronic devices of any kind be used in evaluation of a faculty member without his or her agreement.

#### **4.8 OUTSIDE EMPLOYMENT**

Employment at Spoon River College is considered the primary occupation of the faculty member. Faculty members may engage in outside employment activities, providing such activities do not interfere, compete, or conflict with the performance of their academic duties including those associated with College service, professional growth, and community service.

#### **4.9 DIVISION CHAIR**

##### **4.9.1 SELECTION AND EMPLOYMENT OF DIVISION CHAIRS**

The Division Chair is a tenured Spoon River College faculty member who provides leadership and coordination for all activities in a group of academic departments.

- a. In the final year of a Division Chair term (expiring on June 30), notice of a Division Chair vacancy will be sent via email to full time faculty in the appropriate division by the Human Resources Office. This notice is generally sent by April 1. The job description will be included in the posting. The posting will also include instructions for applying and a deadline by which a qualified applicant may apply (generally two (2) weeks).
- b. At the conclusion of the posting period, the Human Resources Office will provide application materials to the applicable Instructional Dean for review.
- c. The Human Resources Office will provide a list of all qualified candidates via email to full time faculty in the appropriate division requesting feedback regarding each candidate. Full time faculty will generally have two (2) weeks to provide feedback, in writing, to the Human Resources Office.
- d. The Human Resources Office will compile faculty feedback and present the results to the applicable Instructional Dean for consideration in the hiring process.
- e. The applicable Instructional Dean will recommend a candidate with the final approval of the President.
- f. All candidates not selected will be informed by the applicable Instructional Dean.
- g. If the College determines that a new division chair position should be created, the notice, posting, and timeframe will follow the steps outlined above.
- h. If the College decides to eliminate an existing Division Chair position the term will expire June 30th of the academic year.

##### **4.9.2 RESPONSIBILITIES, QUALIFICATIONS, EVALUATION OF PERFORMANCE OF THE DIVISION CHAIR**

Responsibilities and qualifications are referenced in the Division Chair job description. Evaluation of performance and goal setting will be conducted by the applicable Instructional Dean on an annual basis.

##### **4.9.3 TERM OF THE DIVISION CHAIR**

A Division Chair will generally serve a three (3) year term. There is no limit on the number of terms an individual may serve; however, incumbents must reapply at the end of the typical rotation.

##### **4.9.4 COMPENSATION OF THE DIVISION CHAIR**

Compensation for serving as a Division Chair is reference in Section 5.6.5 of this agreement.

#### **4.10 ASSESSMENT CHAIR**

##### **4.10.1 SELECTION AND EMPLOYMENT OF ASSESSMENT CHAIR**

The Assessment Chair is a tenured Spoon River College faculty member who provides leadership and coordination for developing and monitoring processes to assess student learning. The Assessment Chair is elected by a majority vote of Assessment Committee members.

**4.10.2 RESPONSIBILITIES, QUALIFICATIONS, EVALUATION OF PERFORMANCE OF THE ASSESSMENT CHAIR**

Responsibilities and qualifications are referenced in the Assessment Chair job description. Evaluation of performance and goal setting will be conducted by the Chief Academic Officer, on an annual basis.

**4.10.3 TERM OF THE ASSESSMENT CHAIR**

The term of the Assessment Chair is referenced in the Assessment Committee Bylaws.

**4.10.4 COMPENSATION OF THE ASSESSMENT CHAIR**

Compensation for serving as the Assessment Chair is reference in Section 5.6.4 of this agreement.



## SECTION V: SALARY AND FRINGE BENEFITS

### 5.1 SALARY SCHEDULE

The salary schedule shall be generated as described below and is reflected in Appendix A of this agreement.

The schedule will consist of 18 lanes including AS, AS+15, AS+30, AS+45, BS, BS+8, BS+15, BS+23, MS, MS+8, MS+15, MS+23, MS+30, MS+38, MS+45, MS+53, MS+60, and DOC. Each vertical or horizontal cell advancement represents an increase of 1.5%. (e.g. MA step 3 = MA step 2 + 1.5% of MA step 2). This shall remain consistent for each salary schedule for each year of the contract.

For the 2021-2022 academic year, the salary at AS Step 0 shall be \$37,961

The agreed upon percent increase for AY 21-22 is 2.00%.

It is the intention of both the Association and the Board that the salary schedule will continue to be used for the calculation of annual salary increases and the placement of newly hired faculty.

### 5.2 PAYMENT SCHEDULE

Faculty will be paid biweekly.

### 5.3 SCHEDULE PLACEMENT

The President or his/her designee will determine prior work/teaching experience of newly appointed faculty. S/he may seek the recommendations of others in doing so. All new faculty will be notified of their placement on the salary schedule. All faculty will be placed on the schedule according to education and allowed prior teaching and/or related occupational experience. Faculty shall have sixty (60) college days from the full-time start date to challenge the initial placement. (e.g., Faculty hired to start the fall semester of 2021 shall have a start date on the first day of the 2021-2022 academic year.) If salary placement is not challenged within 60 days as referenced above, no additional prior training, semester hours or experience will be recognized for salary purposes.

Spoon River College will make every effort to ensure that new full-time faculty teaching college transfer courses are employed with a minimum of a master's degree in the subject area taught or related area.

Faculty will be placed on the schedule according to the provisions that follow:

Credit for prior teaching will be credited at the rate of up to 10 years according to the following criteria unless an exception is made by the President as outlined below:

- a. Full-time K – 12 will be credited at the rate of 1.5 years = 1 year
- b. Part-time college-level teaching will be credited at the rate of 30 credit hours = 1 year
- c. Prior direct work experience will be credited at the rate of 1.5 years = 1 year
- d. Directly related work experience and prior teaching experience may be credited up to 10 years for the purpose of vertical placement.

Faculty can be placed higher than the above criteria specify in order to accommodate market demands or other related employment criteria. If the college hires an employee at a higher rate to accommodate market demand or other related employment criteria, the salary of the existing faculty in the same specific discipline (not broad like Humanities, but more specific, such as Psychology) shall be increased to one step above the new employee's step placement. The College shall provide the Association President with a report justifying the purpose for the exception.

### 5.4 VERTICAL ADVANCEMENT ON THE SALARY SCHEDULE

A faculty member will be advanced vertically on the salary schedule one step each academic year following his/her first year of employment.

### 5.5 HORIZONTAL ADVANCEMENT

#### 5.5.1 QUALIFYING FOR HORIZONTAL ADVANCEMENT

- a. Faculty must have completed an associate degree or beyond before they may qualify for horizontal salary movement.

- b. Each faculty member will be advanced horizontally on the schedule one (1) lane upon the successful completion of the appropriate number of credits needed to advance to the next lane. To qualify, credits must be approved by the Vice President prior to the faculty member taking the class.
- c. A faculty member will be advanced horizontally on the salary schedule in accordance with approved additional completed study.
- d. Only transcribed credit from a regionally accredited institution will be accepted for horizontal advancement, unless otherwise approved by the Vice President.
- e. A faculty member will be limited to moving one lane of advancement per academic year.

#### **5.5.2 EFFECTIVE DATE OF HORIZONTAL ADVANCEMENT**

- a. Horizontal advancement will only occur at the beginning of the academic year. Earned credit for horizontal movement completed prior to the opening of the Fall semester will be credited on the Fall semester contract. In all cases, official transcripts must be furnished to Human Resources before credits will be granted.
- b. All earned credits to be used for movement on the salary schedule must be submitted to Human Resources no later than July 1 for salary adjustment starting with the new academic year. However, the faculty member must notify Human Resources by May 15 if they plan to take a course that summer and submit the credit for horizontal advancement, in order to get the funds secured for next year's budget.
- c. All credits must be earned before the start of the fall semester.

#### **5.5.3 HORIZONTAL ADVANCEMENT FOR DEGREE EARNED**

A faculty member earning a degree will advance to the appropriate degree lane (BA, MA, or DOC) at a rate of one lane per academic year.

- a. For faculty members with a Master's degree, credit for horizontal advancement will only be allowed for graduate courses from a regionally accredited institution in your teaching field or closely related area, unless otherwise previously approved by the Vice President.
- b. For faculty members with a Bachelor's degree, credit for horizontal advancement will only be allowed for graduate courses from a regionally accredited institution towards a Master's degree in your teaching field or closely related area, unless otherwise previously approved by the Vice President.
- c. For faculty members with an Associate's degree, credit for horizontal advancement will only be allowed for undergraduate courses from a regionally accredited institution towards a bachelor's degree in your teaching field or closely related area, unless otherwise previously approved by the Vice President.

#### **5.5.4 PAYMENT FOR HORIZONTAL ADVANCEMENT CREDITS**

If a Spoon River College course is taken and the Vice President approves its use for horizontal advancement, the faculty member must pay the full cost of the course (full tuition and fees) and not accept the tuition waiver normally offered by the College.

The SRCFA agrees that there will be no reimbursement of graduate and/or undergraduate coursework as outlined in the education reimbursement Education Assistance / Job Related Training Benefit policy 3.3.3. All earned credit from regionally accredited institutions will be credited toward horizontal movement on the salary schedule.

#### **5.5.5 HORIZONTAL ADVANCEMENT FOR WORKSHOP OR TECHNICAL TRAINING**

Upon pre-approval from the Vice President, attending a workshop or technical training session, for which the faculty member pays for all of the costs associated with said training, shall be granted 1 earned credit for every sixteen (16) workshop contact hours. The workshop contact hours must be verified with documentation required by the college from the entity conducting the training in order for the faculty to receive credit. The decision of the Vice President whether or not to grant credit for the workshop or technical training session is not subject to grievance.

#### **5.5.6 HORIZONTAL ADVANCEMENT FOR WORK EXPERIENCE**

Upon pre-approval from the Vice President, faculty earning work experience shall be granted 1 earned credit for every forty (40) hours worked. These hours must be verified with documentation required by the college from the entity providing the work experience in order for the faculty to receive credit. The decision of the Vice President whether or not to grant credit for the work experience is not subject to grievance.

## 5.6 ADDITIONAL SALARY SCHEDULE CONDITIONS

### 5.6.1 NOTIFICATION OF NEW EMPLOYEE

The College will post the current College Bargaining Agreement on its website. The President or his/her designee will inform the Association chairperson, via email, of the appointment and salary placement of a candidate receiving an offer of employment.

### 5.6.2 REDUCTION IN CONTRACTUAL SALARY

Absence of a faculty member during teaching days for any reason not covered by leave policies will cause a reduction in the contractual salary in proportion to the number of days in the academic year.

### 5.6.3 TEMPORARY SUBSTITUTION COMPENSATION

If a full time faculty member is absent due to illness or disability (as defined in the college's FMLA policy 3.2.3), the college may with mutual agreement of the absent faculty member (or SRCFA chair if absent faculty member is incapacitated) request another full time faculty member to serve as a substitute in fulfilling the responsibilities of the absent faculty member on a temporary basis. Faculty retain the right to refuse this additional assignment.

Compensation for temporary substitution will be calculated based the number of class meetings the full time faculty member substituted and will be added to the substitute faculty member's load as indicated below.

#### Compensation:

A substitute faculty member will be compensated at the following rates.

Each 50 minute lecture session will count as 0.0625 credits of load.

Each 75 minute lecture session will count as 0.09375 credits of load.

Each lab hour will count as 0.0625 credits of load.

#### Example:

A faculty member substitutes for two fifty-minute class sessions and one two-hour lab.

The following would be added to this faculty member's total load:

(2 fifty-minute sessions) \* (0.0625 credits per session)

+ (2 lab hours) \* (0.0625 credits per lab hour)

= 0.25 credits of load.

### 5.6.4 ADDITIONAL CREDIT OPPORTUNITIES

Faculty will be granted credit for the following activities in the academic year in which the activity is completed. No additional compensation will be awarded for the following activities:

- Peer Mentor 0.50 credit per year
- Peer Assistance Committee Member 0.25 credit per year (per committee)
- Senate Chair 0.50 credit per year
- Curriculum Committee Chair 0.50 credit per year
- Student & Academic Affairs Committee Chair 0.25 credit per year
- Instructional Resources Committee Chair 0.25 credit per year
- Faculty Advisor (minimum of 15 students advised) 0.50 credit per year
- Assessment Chair 3.00 credit per semester
- Theater Production Director\* 3.00 credit per semester

*\*(maximum of 3 credit hours per fall and spring semester – 6 credit hours maximum per academic year)*

### **5.6.5 COMPENSATION FOR DIVISION CHAIRS**

Existing Division Chair Positions will be paid an annual stipend of \$5,000 and will be credited with 6 hours teaching load per semester. Existing Division Chairs include:

- Natural Science and Mathematics
- Social Behavioral and Health Sciences
- English Communication and Fine Arts

If a new Division Chair Position is created payment and credited teaching load per semester will be bargained for prior to posting the newly created vacancy.

SRCA contractual language will apply for any additional teaching resulting in overload pay.

### **5.6.6 COMPENSATION FOR NEW OR SUBSTANTIALLY REDESIGNED COURSES**

a new or substantially redesigned course, the compensation request must first be approved by the Vice President, using the appropriate form, prior to delivering and prior to May 1.

This additional salary opportunity is designed to compensate faculty for the development of courses new to the college or courses that need a substantial redesign of curriculum, materials, and/or delivery modes. A new course is a course that has not been previously offered by the institution. A substantially redesigned course is a course in which the delivery, material, or content is in need of a significant update. Development of Special Topic 290 courses may not be eligible for compensation.

In order to receive compensation for the development of a new or substantially redesigned course:

- A compensation request form must be submitted to and approved by the Vice President, using the appropriate form, prior to delivering and prior to May 1. The approval form may be obtained from the designated academic dean.
- The request must include a clear description of anticipated work load and justification of the course redesign.
- If multiple faculty members collaborate in the course development or redesign, the request must also include an expected distribution of compensation. The distribution of compensation between the faculty will be pre-approved and based on division of anticipated workload.
- The course or redesign must have mutual approval of the individual faculty member and the College.

Development/Delivery Compensation: For each approved new or redesigned course developed and delivered, the faculty member(s) will be compensated at a rate of 3.5% of MA Step 0 per course at the end of the term the course is first delivered. The total compensation for one course will not exceed the above rate. The College retains all rights to the ownership of the course.

### **5.7 DIRECT DEPOSIT**

All faculty members must have their paycheck direct deposited into a bank of their choice. The faculty member's first paycheck will not be distributed until the faculty member has completed a direct deposit form.

### **5.8 BOARD PAID TAX-SHELTERED RETIREMENT**

The salary schedule reflects the total amount including taxable as well as tax-deferred deductions. The College will continue to administer these deductions.

### **5.9 INSURANCE**

#### **5.9.1 MEDICAL/DENTAL/VISION COVERAGE**

The Spoon River College Insurance Committee, as authorized by the Board of Trustees, is comprised of an equal number of full time employees from each job classification. The committee is responsible for selecting group health insurance plans and health insurance providers for eligible employees in compliance with federal and state law, Health Insurance Benefit Policy 3.3.5, and Insurance Committee By-Laws.

#### **5.9.2 MEDICAL/DENTAL/VISION EMPLOYEE PREMIUMS**

The Spoon River College Insurance Committee determines annual employee health insurance premiums in compliance with federal and state law, Health Insurance Benefit Policy 3.3.5, and Insurance Committee By-Laws.

**5.9.3 CAFETERIA PLAN (SECTION 125)**

The board will continue the Cafeteria Plan under Section 125 of the IRS code for insured benefits (employee-paid insurance premiums) established January 1, 1992.

**5.9.4 GROUP TERM LIFE INSURANCE**

The Board will provide term life insurance for each faculty in the amount of two times his or her base contractual salary.

**5.10 BOOKSTORE**

Eligible faculty may receive a SRC bookstore discount per the College's Bookstore Discount Policy 3.3.2.

**5.11 TUITION REIMBURSEMENT**

Eligible faculty may receive tuition reimbursement per the guidelines of the College's Education Assistance / Job Related Training Benefit policy 3.3.3.

**5.12 VARIABLE TUITION FOR DEPENDENTS**

Eligible faculty may receive variable tuition per the guidelines of the College's Variable Tuition policy 3.3.15.

**5.13 MILEAGE**

The policy on mileage reimbursement is described in the Travel and Travel Related Expenditures policy 6.7.

## SECTION VI: EMPLOYEE EVALUATION

Instructional improvement is the overall goal of the evaluation process at Spoon River College. The focus of the process is to identify strengths and areas needing improvement related to instruction and to plan improvement strategies for areas of concern.

### 6.1 ORGANIZATION

All faculty are evaluated using the procedures listed under "Evaluation of Teaching Effectiveness."

Evaluation documents relative to student and administrative evaluations are signed by the instructor and the supervising administrator and placed in the instructor's personnel file. The instructor has the opportunity to review all documents and attach a written response prior to placement in the personnel file. The written response may agree or disagree and can provide clarification, differences of opinion, or disagreement with any item or comment in the evaluation documents. Such statements are a part of the record of evaluation and are included in the personnel file with all other evaluation documents.

#### 6.1.1 FACULTY RESPONSIBILITIES

Faculty employment responsibilities are outlined in the agreed upon job descriptions and policy 8.1.2. Job descriptions include:

- Faculty (Transfer) – Full time
- Faculty (Career and Technical Education) – Full time
- Faculty (Developmental Education)
- Nursing Faculty
- Nursing/CNA Faculty
- Faculty Advisor
- Division Chair (Transfer)
- Assessment Chair

### 6.2 EVALUATION OF TEACHING EFFECTIVENESS

#### 6.2.1 STUDENT EVALUATION OF INSTRUCTION

All courses will conduct anonymous student evaluations each semester. Student evaluations will be electronically administered using the Learning Management System. Evaluations are automatically accessible to students after 80% of the course has been completed. The evaluation will be accessible to students for a minimum of five (5) calendar days and a maximum of ten (10) calendar days, depending on the length of the course.

Course Length	Evaluation Availability
8 weeks or longer	10 calendar days
7 weeks or less	5 calendar days

Faculty will be notified a minimum of two weeks prior to the start of a student evaluation period. Faculty will not have access to student evaluation results until final grades are submitted. The Office of Instruction will provide the approved standardized evaluation. Any changes to the evaluation tool must be approved by College Senate. Each semester, individual faculty will have the option to add up to five questions to each course evaluation in addition to the standard evaluation questions.

#### 6.2.2 ADMINISTRATIVE REVIEW OF STUDENT EVALUATION OF INSTRUCTION

Tenured faculty are divided into two groups. Faculty whose last names begin with A-M will meet with the supervising administrator in even numbered spring semesters. Faculty members whose last names begin with N-Z will meet with the supervising administrator in odd numbered spring semesters. A written report emphasizing areas of strength and how to address areas needing improvement is developed by the faculty member and reviewed with the supervising administrator during the meeting. The report template is provided by the supervising administrator and completed by faculty prior to the meeting. Any agreed upon changes to the report will be submitted to the supervising administrator within 10 days after the meeting.

Non-tenured faculty will meet with the supervising administrator to review student evaluations each semester, beginning with the second semester of employment. These meetings will occur no later than the fourth week of the semester. Non-tenured faculty will submit a written report each semester emphasizing areas of strength and

how to address areas needing improvement. This report is reviewed with the supervising administrator during the meeting. The report template is provided by the supervising administrator and completed by faculty prior to the meeting. Any agreed upon changes to the report will be submitted to the supervising administrator within 10 days after the meeting.

### **6.2.3 ADMINISTRATIVE OBSERVATION**

- a. Full-Time Tenured Faculty: For tenured faculty, administrative evaluations are conducted at least once every four years. The evaluation consists of course observations, a review of Instructional Planning, and participation in college related recruitment, retention, committee work and student activities. One classroom observation is performed unless the instructor and the supervising administrator mutually agree to additional visits during the particular semester or other semesters.
- b. Full-Time Non-Tenured Faculty: Administrative evaluations will be conducted at least once but no more than twice each semester during the first year. Administrative evaluations may be conducted at least once but no more than twice during each of the second and third years. Administrative evaluations will consist of course observations, a review of Instructional Planning, and participation in college related recruitment, retention, committee work and student activities as well as a review of documents related to the selected classroom observations.
- c. All Faculty: The supervising administrator or his/her designee conducts the administrative evaluation. Both the instructor and the supervising administrator have the right to invite the President or his/her designee to participate in the evaluation.

The supervising administrator has the privilege of requesting evidence of preparation for the class session.

The supervising administrator or his/her designee prepares a written report of the observation and provides a copy of the report to the instructor no later than ten (10) working days after the visit. The instructor schedules a conference within ten (10) working days of receiving the report to discuss the observation report.

If the President or his/her designee participates in the classroom observation, he or she also submits a written report within ten (10) working days to the instructor. The instructor schedules a joint follow-up conference of all three (3) parties, within ten (10) working days of receiving the report.

### **6.3 INSTRUCTIONAL PLANNING**

Each semester, all instructors submit a detailed course syllabus to the respective supervising administrator. Each detailed course syllabus meets accreditation requirements, as well as provides a record of instruction. Each detailed course syllabus reflects current course content, texts, learning outcomes expected of students, the means by which these are presented, and the method which is used to verify attainment as required by the course syllabus form. Course syllabi for all courses currently taught are updated at a minimum of once every three years.

Sample formats for organizing and presenting course content are provided by the supervising administrator, upon request.

Should a department wish to prepare and use a single course syllabus for multiple sections taught, this may be substituted for individual syllabi by individual instructors.

Syllabi are placed on file and are subject to public inspection as required by state law.

### **6.4 PEER ASSISTANCE COMMITTEE (NON-TENURED FULL-TIME FACULTY)**

- a. The supervising administrator will assign a tenured faculty mentor to the non-tenured faculty member at the beginning of the first semester. When possible, the mentor should be in a closely related discipline. The mentor is responsible for providing orientation and assistance with instruction during the first semester. The mentor participates as a member of the peer assistance team after the first semester.
- b. The tenured faculty mentor and two other tenured faculty members conduct peer assistance. The supervising administrator assigns one and the non-tenured faculty member will select the other.
  - 1) Refer to the section 5.6.4 of this labor agreement for credit earned for participating as a peer mentor or peer assistance committee member.
  - 2) A tenured faculty member can serve as a mentor for only one non-tenured faculty member at a time.

- 3) A tenured faculty member can be a peer committee member for no more than two non-tenured faculty members simultaneously.
  - 4) The mentor and/or committee members may be replaced by administration for failure to perform the above duties. If this occurs during an academic term, no credit for salary advancement will be issued.
- c. Peer assistance is a continuous process during the three-year period. Written reports will be coordinated by the mentor and submitted to the appropriate supervising administrator, during the second, fourth, and fifth semesters.
- d. The second and fourth semester reports must be provided to the supervising administrator, no later than April 1 (Spring) and November 1 (Fall). The fifth semester written report is a composite report reflecting the three-year period and is due no later than December 1 to the supervising administrator.
- 1) During the second and fourth semesters, the peer assistance committee will schedule a conference with the non-tenured faculty member each year no later than March 15 to allow time for the peer assistance committee to meet the written report deadline of April 1.
  - 2) During the fifth semester, the peer assistance committee will schedule a conference with the non-tenured faculty member no later than November 1 to allow time for the peer assistance committee to meet the written report deadline of December 1.
  - 3) The supervising administrator will review the peer assistance committee report and will schedule a meeting, if necessary, to be held no later than five days before the tenure decision is taken to the Board of Trustees. The purpose of the meeting will be to discuss the peer assistance committee observations and reports.
- e. Necessary components of peer assistance will be:
- 1) Classroom Observation
    - The full-time faculty mentor will conduct a classroom observation a minimum of once per semester.
    - Other peer assistance committee members will conduct a classroom observation a minimum of once per year.
    - The appropriate approved form will be obtained from the Office of Instruction.
  - 2) Peer Observation
    - The non-tenured faculty member will observe the classroom of a tenured faculty member a minimum of once per semester.
    - The tenured faculty member's classroom to be observed will be agreed upon by the non-tenured faculty member, the peer assistance committee members, and the tenured faculty member to be observed.
    - Follow-up discussion will be held between peer assistance committee members and the non-tenured faculty member. This follow-up discussion may be part of second, fourth, and fifth semester conference with the peer assistance committee.
    - The appropriate approved form will be obtained from the Office of Instruction.
  - 3) Review of Documents
    - The peer assistance committee will receive and review the non-tenured faculty member's syllabi, including a course outline, prior to being submitted to the supervising administrator. The peer assistance committee may make observations or suggestions as appropriate.
    - All forms used for observations/evaluations will be consistent and must have prior approval of the College Senate.

## **6.5 FULL-TIME NON-TENURED FACULTY EXTENSION EVALUATION**

### **6.5.1 DEFINITION OF TENURE EXTENSION PERIOD**

The tenure extension period shall be deemed to begin in the semester following notification of the extension. For example, if a faculty member was hired in the fall, notification of tenure extension will be given during his/her sixth semester of employment at the board meeting that falls a minimum of 60 days prior to the end of the school term; and the extension period will begin the following fall semester. However, if the faculty member was hired in the spring semester and because of Illinois statute 110 ILCS 805-3B-2, notification must be given in the faculty member's fifth semester rather than in the sixth semester. In this case, the tenure extension will start during the faculty member's sixth semester and continue into his/her seventh semester.



**6.5.2. ORGANIZATION OF TENURE EXTENSION EVALUATION**

Non-tenured full-time faculty members who have their tenure decision extended will be evaluated via the evaluation approaches listed under Evaluation of Teaching Effectiveness, Administrative Observation, and Instructional Planning.

Evaluation documents relative to administrative evaluations are to be signed by the faculty member and the supervising administrator and placed in the faculty member's permanent personnel file. The faculty member will have the opportunity to review the documents and attach a written response prior to placement in the permanent personnel file. These comments may be in agreement or disagreement and can provide clarification, differences of opinion, or disagreement with any item or comment in the evaluation document. Such statements are a part of the evaluation record and are included in the permanent personnel file with other evaluation documents.

## SECTION VII: GRIEVANCE PROCEDURE

### 7.1 DEFINITIONS

#### 7.1.1 GRIEVANCE

A complaint arising out of the violation of one or more of the express provisions of the agreement.

#### 7.1.2 COLLEGE DAYS

As used in this procedure, will mean any day on which college offices are open for normal business, not including Saturdays, Sundays, or scheduled holidays.

#### 7.1.3 GRIEVANT

A bargaining unit member or the Association who lodges a complaint.

### 7.2 PROCEDURAL GUIDELINES

#### 7.2.1 REPRESENTATION

Legal counsel and/or an IEA representative will be permitted to participate in any meetings held. If the Board holds a meeting with the grievant, the legal counsel or IEA representative will be permitted directly to question or cross examine witnesses.

#### 7.2.2 RIGHTS OF THE GRIEVANT

The grievant may be represented by the Association, should said request be made to the Association and the Association agrees to bear said responsibility. If the grievant chooses to have the Association represent him/her, then said representation may not be revoked during the entire grievance process nor may the grievant resubmit the grievance to represent himself/herself.

#### 7.2.3 TIME LIMITS

The filing of any grievance or appeal from any step of this grievance procedure will be accomplished within the time limits specified, and in the event such is not done, the grievant and/or the Association will not be able to appeal this specific grievance to any additional steps; therefore the grievance will be withdrawn. The time limits may be extended upon the mutual written agreement of both parties. Failure to communicate a decision at any step of this grievance procedure within the specified time limits will permit it to be advanced to the next step of the procedure, unless a longer period is established by mutual written consent.

### 7.3 GRIEVANCE STEPS

- Step 1:** In the event that a faculty member or faculty believes that they have a basis for a grievance, they will first informally discuss the grievance with the appropriate administrative officer in charge of that area to which the grievance relates. The grievant may request that the local Association representative accompany him/her to this meeting.
- Step 2:** If the grievance is not resolved to the satisfaction of the grievant or the grievant's designee in Step 1, within sixty (60) college days after the occurrence or condition, giving rise to the grievance, the grievant will present a written grievance to the Human Resources Director. The formal written grievance, completed on an official grievance form, shall identify the grievant(s), summarize all relevant facts, identify all provisions of the Agreement allegedly violated, and describe the remedy that is requested. The Human Resources Director will within twenty (20) college days after receipt of the grievance investigate said grievance and, if necessary, convene a meeting at which the grievant may present the grievance. The Human Resources Director will submit a written response with reasons to the grievant within five (5) college days after the meeting.
- Step 3:** If the grievance is not resolved to the satisfaction of the grievant or the grievant's designee in Step 2, the grievant or the grievant's designee may appeal the decision to the President and Board of Trustees within fifteen (15) college days after receipt of the written decision from Human Resources Director in Step 2. The President and Board of Trustees thirty five (35) college days (or extended upon mutual agreement) after receipt of a written grievance appeal to investigate the matter and, if necessary, convene a meeting at which the grievant may present the grievance. The President will submit a written response with supporting reasons of the answer to the grievant within five (5) college days after the meeting.
- Step 4:** If the grievance is not resolved to the satisfaction of the Association in Step 3, the Association may within fifteen (15) college days after receipt of the written decision of the President and Board of Trustees, submit the grievance to final and binding arbitration through the Federal Mediation and Conciliation Service, which will act as the

administrator of the proceedings. If a demand for arbitration is not filed with the Federal Mediation and Conciliation Service within fifteen (15) college days, then the grievance will be deemed withdrawn.

**7.4 GENERAL PROVISIONS**

**7.4.1 BY-PASS PROVISION**

Any step of the grievance procedure may be bypassed by mutual consent of the Association and the College.

**7.4.2 POINT OF ORIGIN**

A grievance will be lodged at its point of origin, and the general procedure relating to that step will apply, including the right to appeal.

**7.4.3 APPEARANCE AND REPRESENTATION**

No formal meetings or hearings of any grievance may be conducted by the College without notification to the Association.

Hearings and/or meetings under this procedure will be conducted at a time and place that will afford a fair and reasonable opportunity for all persons, including witnesses, to be present.

**7.4.4 GRIEVANCE WITHDRAWN**

A grievance may be withdrawn without prejudice at any step. A grievance, once withdrawn, may not be reinstated.

**7.4.5 NO REPRISALS**

No reprisals will be taken by the Board or the Administration against any faculty because of the faculty member's participation in a grievance.

## **SECTION VIII: LAYOFF AND RECALL**

Should a layoff of faculty ever become necessary, the procedure will follow that outlined in the Public Community College Act, School Code No. 122.103, Tenure Act.

**SECTION IX: AGREEMENT**

**9.1 COMPLETE UNDERSTANDING**

The terms and conditions of this contract may be modified through the written mutual consent of the parties.

**9.2 REVISION OF CONTRACT**

If any provision of this contract is found to be in violation of state or federal law, that provision only will be renegotiated to bring it into compliance.

Any changes to this contract shall not in any way be related to or contingent upon the opening of any other aspect of this agreement.

**9.3 TERM OF AGREEMENT**

The implementation date of this contract is August 19, 2021. The terms of this contract will be in effect through the last day preceding the 2023-2024 academic year. The terms of this contract supersedes all prior contracts, settlements, past practices, or memoranda of agreement. Upon demand by either party prior to March 31, 2024, bargaining will commence in good faith on the entire contract for the 2024-2025 academic year. This contract may be extended by mutual agreement of both parties. The Association will not strike during the term of this contract.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

For the Spoon River College Faculty Association

For the Spoon River College District #534 Board of Trustees

\_\_\_\_\_  
Todd Thompson, SRCFA Chair

\_\_\_\_\_  
Board of Trustees Chair

\_\_\_\_\_  
Sarah Dalpiaz

\_\_\_\_\_  
Board of Trustees Secretary

\_\_\_\_\_  
Bridget Loftus

## DEFINITIONS

**Academic year:** The number of class days as described by the College calendar for fall and spring semester each academic year, including the fall in-service day through spring semester commencement or when final spring grades are due, whichever is later, including the faculty spring in-service day. Fall in-service day is scheduled on the Thursday preceding the fall semester (optional “in-office” day on the Friday preceding the fall semester).

**Association:** The Spoon River College Faculty Association and its authorized representatives.

**Board:** The Board of Trustees of Public Community College District Number 534 and its authorized representatives.

**College:** Spoon River College.

**Faculty:** The term “faculty,” “faculty member,” or “full time faculty” are those employees specifically included in the bargaining unit described in the Recognition Clause.

**Instructor Credit Hour:** An instructor credit hour is defined as 750 minutes of scheduled course contact time with students.

**Open Lab:** Courses that include only lab hours (no lecture) in which students are required to master the objectives of the coursework on an individualized timeframe within an academic semester. The open lab has defined hours of availability. Students may complete assignments from multiple courses during the open lab period.

**Policies:** The policies referenced in this contract are the policies from the Policies & Procedures Manual effective on August 19, 2021

**Summer School:** Any class that begins at any point from the last scheduled day of classes of the spring semester and ends at any point before the first day of classes of the subsequent fall semester or when the midterm of the class falls within this period.

**Will/Shall:** The use of the terms will/shall are used interchangeably and are understood to mean “has a duty to and must do.”

**Work Day:** Day in which instructors have scheduled classes, on-campus hours, senate committee appointments, professional development days (i.e., fall in-service day and spring in-service day), and commencement.

## APPENDIX A – SALARY SCHEDULES

Appendix A contains the following Salary Schedules:

Salary Schedule for 2021-22

