COLLECTIVE BARGAINING AGREEMENT

FY 20

BETWEEN

BOARD OF TRUSTEES OF
SHAWNEE COMMUNITY COLLEGE
COMMUNITY COLLEGE DISTRICT NO. 531

AND

SHAWNEE COLLEGE
EDUCATION ASSOCIATION/IEA/NEA
AGREEMENT

This Agreement is entered into this 17th day of June, 2019, by and between the BOARD OF TRUSTEES OF SHAWNEE COMMUNITY COLLEGE, COMMUNITY COLLEGE DISTRICT NO. 531 (hereinafter referred to as the "Board") and the SHAWNEE COLLEGE EDUCATION ASSOCIATION, IEA/NEA (hereinafter referred to as the "Association").

WITNESSETH:

WHEREAS, the Board has recognized the Association as the exclusive bargaining representative for faculty included in the bargaining unit set forth in Section 1.1 of this Agreement;

WHEREAS, the Board and the Association recognize the mutual benefits of the practices and procedures of collective bargaining as a fair and orderly way of conducting relations between the Board and the faculty members included in the bargaining unit;

WHEREAS, the Agreement is negotiated pursuant to the Illinois Educational Labor Relations Act;

WHEREAS, it is the intention of the parties to this Agreement to provide, where not otherwise mandated by law, for the salary schedule, fringe benefits, terms and conditions of employment of the faculty members covered by this Agreement, to prevent work interruptions and to provide an orderly and prompt method of handling and processing grievances;

NOW, THEREFORE, the parties agree with each other as follows:
ARTICLE I

RECOGNITION AND REPRESENTATION

SECTION 1.1 DEFINITIONS AND RECOGNITION

The Board of Trustees of Shawnee Community College District No. 531, Counties of Union, Alexander, Massac, Pulaski, Johnson and Jackson, State of Illinois, hereinafter referred to as the "Board," recognizes the Shawnee College Education Association, IEA-NEA, hereinafter referred to as the "Association," as the sole and exclusive bargaining representative for all full-time teachers of Shawnee Community College, hereinafter referred to as "faculty" or "faculty member." Excluded from the bargaining unit are all others, including but not limited to the President, Chief Financial Officer, Vice-Presidents, Deans, Directors, Coordinators, part-time faculty members, short-term employees, clerical and support staff employees, and any managerial, supervisory or confidential employees as defined in the Illinois Educational Labor Relations Act.

SECTION 1.2 MEETING WITH OTHER FACULTY ORGANIZATIONS

The Board agrees not to negotiate any matters covered by this Agreement or subject to the duty to bargain with any individual faculty member, any group of faculty members or any employee organization representing faculty members other than the Association. The Board reserves the right to meet with faculty and employee groups to address issues not covered under the Illinois Education Labor Relations Act.
ARTICLE II

STATUS OF THE AGREEMENT

SECTION 2.1  RATIFICATION AND AMENDMENT

This Agreement shall become effective when ratified by the Board and Association and signed by authorized representatives thereof and may be amended or modified during its term only with mutual written consent of both parties.

SECTION 2.2  PRECEDENCE OF AGREEMENT

If there is any conflict between the terms of this Agreement or any individual contract of employment and any Board policies, rules and regulations which may be in effect from time to time, the terms of this Agreement, for its duration, shall be controlling.

SECTION 2.3  EXTERNAL LAW

If there is any conflict between the provisions of the Agreement and any legal obligations or affirmative action requirements imposed on the Board by federal or state law, such legal obligations or affirmative action requirements thus imposed shall be controlling on both the Board and the Association. It is mutually agreed that if either the Board or the Association determines that compliance with any provision of the Agreement would conflict with any provision of the law, the determining party shall give notice to the other party of the suspected conflict.
ARTICLE III
BOARD RIGHTS

It is understood and agreed that the Board possesses the sole right and authority to operate and direct the faculty and other employees of the College in all respects, including but not limited to, all rights and authority exercised by the Board prior to the execution of this Agreement, except as specifically limited in this Agreement. The authority and powers of the Board as prescribed by the Illinois Public Community College Act and all Statutes and Constitutions of the State of Illinois and the United States together with all other federal, state, county, district and local laws and regulations shall continue unaffected by this Agreement except as expressly limited by the express provisions of this Agreement. These rights include, but are not limited to, the following:

1. To determine the College's mission, objectives, policies, and budget and to determine and set all standards of service offered to the public;

2. To maintain executive management and administrative control of the District and its properties and facilities and the activities of its employees as related to the conduct of District affairs;

3. To delegate authority through recognized administrative channels for the development and organization of the means and methods of instruction and the performance of professional duties according to current Board policy or as the same may from time to time be amended, and to introduce new or improved methods, equipment, and facilities;

4. To establish, modify or eliminate programs, curriculums and/or courses of instruction, including special programs, and athletic, recreational and social events for students, to determine whether to provide or purchase goods and services, and to determine the methods, means, and number of personnel needed to carry out the College's mission, all as deemed necessary or advisable by the Board;

5. To hire all employees, and subject to provisions of law, to determine their qualifications, and the conditions of their continued employment, or their discipline, dismissal or demotion, and to evaluate, promote, tenure, transfer, and lay off all such employees.

The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, and the adoption of policies, rules, regulations and practices in the furtherance thereof, shall be limited only by 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 laws of the United States and of the State of Illinois.

No action, statement, agreement, settlement, or representation made by any member of the bargaining unit shall impose any obligation or duty or be considered to be authorized by or binding upon the Board unless and until the Board has agreed thereto in writing. Nothing in this article shall be construed to negate or limit any rights granted to the faculty or the association by law including not waiving any bargaining rights.
ARTICLE IV
ASSOCIATION-BOARD RELATIONS

SECTION 4.1 INFORMATION TO ASSOCIATION

The Board shall provide the Association with all information which relates to the Association's function as the exclusive bargaining representative for the faculty members. This information shall be furnished without charge to the Association upon reasonable written request. This provision and Section 4.8 hereafter, shall not apply to information which is exempt from disclosures under the Illinois Freedom of Information Act or other applicable State or Federal law, rule, or regulation. Nothing contained herein shall limit Association access to information necessary to function as the exclusive bargaining agent.

SECTION 4.2 NOTICE OF BOARD MEETINGS

The President of the Association and the Vice-President of the Association shall be given written notice of all regular or special meetings of the Board, together with a copy of the agenda and all supplements or statement of purpose of such meeting at least twenty-four (24) hours prior to the scheduled time of such meeting. One (1) copy of all Board minutes shall be given to the President and one copy to the Vice-President of the Association once the minutes have been prepared and officially approved by the Board.

SECTION 4.3 ASSOCIATION/ADMINISTRATIVE MEETINGS

Upon reasonable request of either party, the College President or his/her designees, the Vice-Presidents of the college or their designees, and the Association President and Vice-President or their designees, shall meet at least once during each semester to discuss matters of mutual concern. The party requesting the meeting shall submit a written agenda of the items it wishes to discuss at least five (5) working days prior to the date of the meeting. Where appropriate, the College President or his/her designee may invite other members of the Administration to be present at such a meeting. This Section shall not apply to any matter that is the subject of a grievance that is being processed pursuant to the grievance procedure set forth in this Agreement, or that involves negotiations, or that is the subject of legal proceedings.
SECTION 4.4 USE OF THE COLLEGE FACILITIES

The Association shall have the right to hold meetings of its membership in approved College facilities, provided that such meetings do not interfere with instructional programs and any other previously scheduled activities. Such uses shall be previously scheduled with the appropriate administrative officer.

SECTION 4.5 ASSOCIATION-FACULTY COMMUNICATION

The Association shall have the right to use faculty mailboxes to disseminate relevant Association information or materials.

SECTION 4.6 POSTING OF NOTICES

The Association may post information on the bulletin board located in the faculty lounge. Only authorized representatives of the Association will use bulletin boards for Association announcements and all materials posted will relate only to the Association's official business.

SECTION 4.7 USE OF EQUIPMENT

The Association may use, with prior administrative permission, the college equipment which is essential for conducting Association/Administration business, provided said use shall not interfere with the instructional program of the College.
SECTION 4.8  FINANCIAL AND OTHER DATA

The Board shall provide the Association, in response to reasonable requests, a copy of regularly-prepared public information necessary for negotiations or the processing of a grievance, such as the current annual audit, the current tentative and adopted budgets, current annual financial report, and other relevant public information.

SECTION 4.9  NON-INTERRUPTION OF SERVICES AND WORK

During the term of this Agreement, neither the Association nor its officers or agents nor any of the faculty members covered by this Agreement will engage in, authorize, instigate, aid or participate in any strike, sympathy strike, secondary boycott, slow-down, or concerted refusal to work against the Board, regardless of the reasons for so doing. Association officers and representatives will urge faculty members who violate this Article to return to work.

SECTION 4.10  CONTRACT DISTRIBUTION

Within thirty (30) calendar days following ratification by both parties of this Agreement, the Board, through its designated administrators, shall provide copies of the Agreement to the Association to be distributed to the bargaining unit members.

SECTION 4.11  RIGHT TO REPRESENTATION

Before conducting an investigatory interview of a faculty member which may reasonably be expected to result in disciplinary action against the faculty member, the faculty member may request that an Association representative be present.

Such interviews shall be commenced on weekdays between the hours of 9:00 a.m. and 3:00 p.m. If the employee requests an Association representative, the College Administrator shall either suspend the investigatory interview until an Association representative can be present or advise the faculty member that it will not proceed with the interview unless the faculty member is willing to enter the interview unaccompanied by a representative (in which case the Board may act on the basis of information obtained from other sources).

It is not the intent of the parties to convert investigatory interviews into adversarial proceedings. The role of the representative is to assist the faculty members. The representative may also attempt to clarify the facts or suggest other individuals who may have knowledge of them. The Board, through the Administration, retains the right to direct the faculty member to furnish his or her own account of the matter under question, uninterrupted by the Association representative, either orally or in writing at the faculty member's option. If the faculty member elects to furnish a written account, it must be accomplished within 10 working days.
Discipline of any member of the bargaining unit will be in accord with due process. An employee will be given notice prior to a hearing and will be given the opportunity to respond both in writing and at a hearing.

When any faculty member is required to appear before the Board or before any Board committee concerning any matter which could directly affect the continuation of that teacher in his/her employment or salary, the teacher shall be given forty-eight (48) hours prior notice, except in an emergency, of the reasons for such meeting or interview.

This section does not apply to such run-of-the-mill conversations as, for example, the giving of instructions, training, faculty evaluations or needed corrections of work techniques.

**SECTION 4.12 PERSONNEL FILE**

Each faculty member shall have the right, upon request, to review the contents of his/her own personnel file. Such review shall be available by appointment during normal office business hours but not including the times when instructors have teaching responsibilities. No faculty member shall remove any material from a personnel file; however, an instructor shall have the right to a copy of material available to the instructor under this section and to have such copies made by College personnel. A designated employee of the Board must be present when the faculty member examines his/her file. Confidential material, such as recommendations by colleges or universities, or evaluations or recommendations of an instructor by a previous employer shall not be deemed to be a part of the faculty personnel file described in this section. An instructor shall be afforded an opportunity to have inserted in his file a written response or explanation to any material in his/her personnel file.
SECTION 4.13 VACANCIES AND PROMOTIONS

The administration shall post to the faculty/staff announcement board, adjacent to the Board Room, a notice of all Shawnee Community College vacancies on the professional level, including vacancies in promotional positions. Such vacancies shall be posted and remain posted for at least two (2) weeks before the vacancy is filled. Notice of professional promotional positions shall be accompanied by a job description and a statement of minimum qualifications and salary range. The Association President and Vice-President shall receive a copy of the vacancy notice.

SECTION 4.14 BOARD AGENDA

The faculty report will be placed on the agenda of the regular monthly Board meeting.
ARTICLE V

GRIEVANCE PROCEDURE

SECTION 5.1  DEFINITION

A grievance shall mean a complaint by a faculty member, a group of faculty members or the association that there has been a violation or misinterpretation or misapplication of the terms of this Agreement. Both parties expressly agree that any action taken by the Board concerning matters such as faculty discipline, suspension, and dismissal shall not be the subject of a grievance except for Board action which directly relates to the express terms of this Agreement.

SECTION 5.2  INFORMAL RESOLUTION

The parties (i.e. Vice President and faculty member) are encouraged to resolve through informal discussions any grievances as defined herein. Such informal discussions are not to be construed as a part of the grievance procedure.

SECTION 5.3  PROCEDURE

If such informal discussions do not lead to a satisfactory resolution of a grievance as defined herein, the grievance shall be processed according to the following procedure. The term "days" as used in the following procedure refers to days the College is open (i.e., when administrative offices are open), unless otherwise indicated.

FIRST STEP:
(1) If the faculty member is unable to resolve a grievance informally, written statement of the grievance shall be prepared, signed, and delivered to the President of the College and the President of the Association, simultaneously within thirty (30) calendar days after the first event giving rise to the grievance. The written grievance shall specify the section or sections of this Agreement that are allegedly violated, misinterpreted, or misapplied, the full facts on which the grievance is based and the specific relief requested.

(2) Within ten (10) working days after the written grievance is submitted, a meeting shall be held with the President or his/her designee to resolve the grievance at a time mutually agreed to by all parties concerned, including an Association representative if the faculty member specifically so requests.

(3) The President of the College or his/her designee will answer the grievance in writing within ten (10) working days after such meeting.
SECOND STEP

(1) If the Association is not satisfied with the decision at the Second Step, the Association may refer the grievance to arbitration within thirty (30) calendar days after the decision is provided at the Second Step, by written notice to the College President.

(2) The parties shall request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Both the Association and the Board shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first two names; the other party shall then strike two names. The person remaining shall be the arbitrator.

(3) The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of Association and Board representatives.

(4) With the mutual consent of both parties, briefs may be submitted and a written transcript may be taken.

(5) The arbitrator shall submit his/her recommendation in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later. Subject to the agreement of both parties, the expedited arbitration procedure of the American Arbitration Association may be used.

(6) More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing.

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

SECTION 5.4 LIMITATION ON AUTHORITY OF ARBITRATOR

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation, or misapplication of the specific provisions of this Agreement based on the specific issue submitted to the arbitrator by the parties in writing. If no joint written stipulation of the issue is agreed to by the Board and Association, the arbitrator shall be empowered to determine the issue raised by the grievance. The decision of the arbitrator, if made in accordance with the jurisdiction and authority granted to the arbitrator pursuant to this Agreement, will be accepted as final by the Board, the Association, and the faculty member, and all parties will abide by it.

SECTION 5.5 TIME LIMITS

No grievance shall be entertained or processed unless it is submitted within thirty (30) calendar days after the first event giving rise to the grievance. If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or an agreed extension thereof, it shall be considered settled on the basis of the Board's last answer. Failure at any step of this procedure to hold a meeting or communicate a decision on a grievance
within the specified time or an agreed extension thereof shall permit the aggrieved party to treat the grievance as denied and to proceed immediately to the next step. The parties may by mutual agreement in writing extend any of the time limits set forth in this Article.

SECTION 5.6 SCHEDULE OF GRIEVANCE MEETINGS

Every effort shall be made to schedule the grievance meetings specified in the First and Second Steps at times which do not interfere with the teaching or other assigned duties of the faculty member whose presence is necessary at the particular meeting in question. If, however, a meeting is scheduled by the administration during a faculty member's class hours, the faculty member shall be released from class to attend the meeting without any loss of pay.

SECTION 5.7 RESOLUTION

The resolution of all grievances shall be granted to all members of the association for the duration of contract.
ARTICLE VI

CONDITIONS OF EMPLOYMENT

SECTION 6.1  HIRING POLICY

For full-time faculty positions a search committee shall consist of the Vice-President of Instruction, and/or Dean of Instruction and an additional administrative person, the division chair, and two faculty members for the division. This structure may be modified to assure affirmative action guidelines are followed. The committee will come to a consensus on the top candidates for presentation to the Board. The Board of Trustees reserves the right to make the final hiring decision.

SECTION 6.2  ACADEMIC FREEDOM

The Board and the Association recognize the value of protecting and encouraging the search for knowledge and its dissemination. Faculty members have both the right and obligation to investigate and to present to their students, based upon their professional judgment, available information related to the subject being taught. The course content must be consistent with objectives of the course as adopted by the Board. Faculty members shall seek to be accurate, show respect for the opinion of others, present all facets of controversial issues in an unbiased manner, identify their own personal persuasion on controversial issues where necessary to present an unbiased presentation on such issues, and indicate, where appropriate, that their views are not necessarily the views of the College.

SECTION 6.3  CONTINUING EDUCATION REQUIREMENTS FOR NURSING INSTRUCTORS

Nursing instructors who are required to complete continuing education courses as a condition of maintaining licenses which are necessary to teach the courses to which they are assigned by the College will be reimbursed for the expense of such courses, including tuition, fees, mileage (within the limits established under Section 10.2 (Mileage Reimbursement)), meals and lodging (within per diem limits established by Board policy). In addition, the Board will grant one (1) hour of compensatory time off for each non-working hour spent attending such continuing education courses, excluding travel and study time. This provision shall not apply to educational work completed in order to obtain degrees or certifications expected of the nursing instructor at the time of initial employment.
SECTION 6.3.1 LICENSURE

Nursing instructors who are required to hold a secondary license for clinical purposes will be reimbursed by the institution for the cost of the second licensure fee. Faculty members who hold licensure in states that require mandatory CEUs for renewal will be reimbursed for the cost of attending programs/conferences/courses to acquire those CEUs as approved by Vice President of Instruction.

SECTION 6.4 OUTSIDE EMPLOYMENT

A full-time faculty member shall not undertake, contract for or accept anything of value in return for research or consulting services, nor shall he/she otherwise be self-employed by employers other than the College, when such activity will interfere with the performance of College duties or be in competition with College activities or programs.

SECTION 6.5 COLLEGE CALENDAR

The regular academic year (fall and spring semesters) shall not exceed 170 operational days, excluding holidays and official break periods. There shall be no more than 150 instructional days as required by ICCB, eight (8) final exam days, four (4) faculty professional development days, one (1) recruitment day (SCC Day), one (1) workshop day (Regional Institute Day), and one (1) day for graduation. The four faculty professional development days will be held each fiscal year as follows: one day at the beginning of fall semester, one day at the beginning of the spring semester as indicated by the official calendar. Two days will be held each fiscal year to be mutually determined by the division chair and the Vice-President of Instruction. The division chair shall submit a plan for the two days of professional development activities to the Vice-President of Instruction for approval prior to the activities being held. In case of inclement weather or emergency cancellation, two (2) instructional days may be cancelled without affecting the college calendar. Thereafter, up to two additional cancelled instructional days shall be made up via rescheduling final exam days into instructional days. Any additional instructional days cancelled shall be made up by rescheduling official college breaks or holidays into instructional days.

The Association shall be given the opportunity to present to the Administration suggestions in regard to the college calendar prior to its presentation to the Board.
SECTION 6.6 FACULTY LOUNGE

An appropriate facility designated as a faculty lounge shall be provided. This facility will contain a microwave, bulletin board for disseminating information, telephone, refrigerator, coffee maker, and comfortable chairs.

SECTION 6.7 OFFICE HOURS

Faculty members shall submit their schedule of office hours to the office of the vice-president of instructional services and post their office hour schedule on or beside their office door. Each faculty member shall post and maintain a minimum of ten (10) office hours each week. Faculty members may count a maximum of two hours each week as on-line (ie: "virtual office time"), but shall post and maintain eight (8) face-to-face office hours on-campus per week over a minimum of 4 days per week. Virtual office hours shall be included in the schedule of office hours. Virtual office hours shall also be placed on the online course website. Each faculty member shall make an effort to set up appointments during other hours to give help to those students whose free time does not correspond with the faculty member's scheduled office hours. Upon recommendation by the division chair and approval by the Vice President of Instruction, a faculty member may receive permission to adjust the office hour rule.

Faculty members with lab courses may count some of their lab hours as office hours according to the following criterion: Any lab hour(s) in excess of credit hour(s) for any course assigned to a faculty member may be considered as office hours for that faculty member. However, each faculty member must post and maintain a minimum of six (6) office hours which are not lab hours, irrespective of the number of lab hours assigned to such faculty member.

Faculty members do not need administrative permission to leave campus unless this would affect office hours or class schedules. Faculty members shall follow reasonable rules and regulations established by the College administration to insure that College administrators, switchboard operators, and other appropriate individuals are informed when a faculty member is unable to meet scheduled classes, office hours or other meetings or assignments.
SECTION 6.7.1  FACULTY OFFICES

Every faculty member will be provided an office (private or shared with one other faculty member) and an updated, functional computer.

SECTION 6.8  SUMMER SCHOOL ASSIGNMENTS

Qualified full-time faculty who regularly teach a given class shall be given first consideration to teach that class if it is scheduled during the summer term. Faculty members employed on a nine-month contract shall not be required to teach summer school class. Every reasonable effort will be made to offer the class to the full-time instructor(s) who regularly teach the class. Faculty must notify the Vice President of Instruction of their intention to teach summer classes no later than April 1.

SECTION 6.9  EVENING ON- AND OFF-CAMPUS CLASS ASSIGNMENTS

Except in instances in which evening on- and off-campus assignments are part of a full-time faculty member's regular load, qualified full-time faculty who regularly teach a given class shall be given first consideration to teach that class if it is scheduled during the evening at an on- or off-campus location. Every reasonable effort will be made to offer the class to the full-time instructor(s) who regularly teach the class.

SECTION 6.10  POLICY MANUAL

The Association shall be given the opportunity to present to the Administration suggestions in regard to the Policy Manual prior to its presentation to the Board. The Association agrees to abide by the Shawnee Community College Policy Manual and all amendments thereto in all areas not covered in this Agreement. The Board shall provide each faculty member with one copy of the Board Policy Manual. Changes, additions, deletions, and modifications to the Policy Manual which are approved by the Board will be distributed to full-time faculty members.

SECTION 6.11  NOTICE OF CLASS ASSIGNMENT

Divisional chairs shall be responsible for completing and forwarding recommended class assignment forms to the Vice President of Instructional Services for approval. Each faculty member shall receive a class assignment form within thirty (30) days prior to the first day listing courses and total semester hours assigned. Members of the faculty and the Vice-President of Instructional Services or his/her designee shall sign the assignment forms. A verification form listing courses and total semester hours taught will be sent to the faculty one week after midterm reports are due. Any modification of an instructor's teaching assignment or course load will be communicated to the instructor in writing within fifteen (15) days of the change.

The Division Chair and upon recommendation a lead faculty member of the respective department shall have input and participation in hiring a part-time faculty.
ARTICLE VII

LEAVES

SECTION 7.1 SICK LEAVE

All full-time faculty shall accumulate sick leave at the rate of sixteen (16) days per year.

Sick leave shall be accumulated without limit, and, in accordance with applicable statutory provisions, unused sick leave shall be applied toward service credit for retirement under the State Universities Retirement System (SURS).

A faculty member shall notify his/her most immediate supervisor who is not a member of the bargaining unit as soon as possible when it is necessary to use accumulated sick leave days.

Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family or household. The immediate family, for the purposes of this section, shall include the spouse, children, parents, sisters, brothers, grandparents, grandparents-in-law, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians.

The Board reserves the right to require a certification from a physician for the use of sick leave.

Each faculty member shall receive an annual accounting of a total number of unused sick leave days within the first week of the fall term. Absence from all of a faculty member's assigned duties for a particular day shall be counted as a full day of sick leave. Absence from any part of assigned duties (but less than all) for a particular day shall count as one-half (1/2) day of sick leave, so long as the faculty member meets at least one-half (1/2) of their assigned duties or is at work for at least one-half (1/2) of the regular workday.

SECTION 7.2 PERSONAL LEAVE

Each academic or fiscal year, four (4) personal days will be granted and may be used for matters that cannot be handled during non-school days or hours. The four (4) personal leave days are in addition to the 16 sick leave days. Written application for such leave shall be made to the appropriate Vice-President or his/her designee without reasons stated at least two (2) instructional days prior to the desired onset of such leave, provided, in an emergency, such application may be made at a later time with an explanation of such an emergency. No more than two consecutive days can be used as personal leave. Any unused personal leave from prior years can be accumulated without limit and used only for paid leave during qualifying FMLA leave.

Personal leave may not be taken on commencement day, or immediately preceding or following a vacation period, or the first five (5) working days of each semester, unless the faculty member receives permission from the faculty member's immediate supervisor who is not a member of the bargaining unit due to the existence of extraordinary or emergency circumstances.

Any absence from all of a faculty member's assigned duties for a particular day shall be counted as a full day of personal leave. Absence from any part of assigned duties (but less than all) for a particular day
shall be counted as one-half (1/2) day of personal leave, so long as the faculty member meets at least one-half (1/2) of their assigned duties or is at work for at least one-half (1/2) of the regular workday.

SECTION 7.3  BEREAVEMENT LEAVE

The Board shall grant each faculty member two (2) bereavement days per fiscal year without loss of pay. Leave shall be non-cumulative. The leave is applicable to the immediate family of the faculty member as defined in Section 7.1. One day per year shall be allotted for non-immediate family as defined in Section 7.1.

SECTION 7.4  JURY DUTY

Faculty members subpoenaed as witnesses or as jurors in matters in which they have no personal or pecuniary interest shall receive time off with pay, provided that proper notice is given to their Vice-President as soon as possible after being subpoenaed. The faculty member will receive the difference between the daily rate of pay, provided the faculty member's daily rate of pay is more than received from court duty. Any expenses (mileage, meals, etc.) paid by the court to the faculty member shall be retained by the faculty member. Faculty members will return to their working assignments during workdays, or any portion thereof, when their presence is not required for the legal proceedings.

SECTION 7.5  UNPAID LEAVE OF ABSENCE

A leave of absence without pay for a period not to exceed one (1) year may be granted to a faculty member with at least three (3) years of consecutive full-time employment with Shawnee Community College for reasons which are deemed acceptable by the College Board. Such leaves may be granted for travel, professional study, parenting or other personal reasons.

Time spent on a personal leave of absence will not constitute a break in service but is not included in calculation for tenure eligibility, seniority, vertical movement on the salary schedule and sick leave.
ARTICLE VIII

SENIORITY

SECTION 8.1 DEFINITION OF SENIORITY

The seniority of faculty members shall be based on the most recent date of beginning continuous full-time employment by the Board. Conflicts of seniority among faculty members with the same seniority date shall be resolved on the basis of the earliest date the initial contract of employment was approved by the Board of Trustees and, if a tie still exists, by drawing lots. Seniority does not accumulate during a faculty member's unpaid leave of absence (Section 7.6) in excess of eighty-six (86) working days or while a faculty member is laid off.

SECTION 8.2 SENIORITY UPON RETURN TO THE BARGAINING UNIT

If a faculty member is appointed by the Board to a position outside the bargaining unit and is subsequently returned to a bargaining unit position by the Board, the faculty member will not be credited with the years of service outside of the bargaining unit (except in the case of a temporary administrative assignment of twelve months or less), but will be credited with seniority that was previously accumulated as a faculty member.

SECTION 8.3 TERMINATION OF SENIORITY

Seniority for all purposes shall be terminated if a faculty member:

1. Quits or resigns; or

2. Is terminated in accordance with the provisions of applicable law and/or applicable terms of this Agreement; or

3. Retires or is retired; or

4. Is a tenured faculty member and
   a. Is laid off for a period of 24 months from the beginning of the school year for which the faculty member was honorably dismissed; or
   b. Fails to respond to notification of recall within fourteen (14) calendar days of its receipt or within twenty-one (21) calendar days of its mailing, whichever is less, provided that a notice of recall is sent by certified or registered mail (return receipt requested) addressed to the most recent address provided by the faculty member. It shall be the responsibility of the faculty members laid off to advise the Human Resource Director in writing of their latest address.

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SECTION 8.4    UPDATING OF SENIORITY LIST

In consultation with the Association, the Vice President of Instructional Services shall annually update and publish the seniority list each February. Both the Vice President of Instructional Services and the President of the Shawnee College Education Association shall sign and date the updated seniority list.
ARTICLE IX

FACULTY WORK LOAD

The normal full-time load of each faculty member shall be determined as follows:

SECTION 9.1  FACULTY TEACHING LOAD

The normal teaching load for each full-time member shall be thirty (30) equated semester hours per academic year. One additional course per faculty member may be assigned by the Vice President of Instruction one time per three (3) year period. Upon completion of the aforementioned, teaching loads over thirty (30) equated semester hours may be assigned only with the faculty member's consent.

SECTION 9.2  FACULTY OVERLOAD

Overload rate for the term of this contract, FY20, shall be paid per credit hour: FY20 $750. Those faculty members who teach more than thirty (30) equated semester hours during the academic year shall receive overload payment. Overload calculations shall be based upon spring mid-semester data and payment shall be made by the end of the spring semester according to the following schedule per equated credit per semester hour for day, evening, and summer overload assignments (for nine-month faculty).

Faculty members who teach during the summer semester will be paid at the same credit hour rate as overload rate for that academic year.

SECTION 9.2.1  COMPENSATION FOR HIGH ENROLLMENT COURSES

Faculty members will be compensated for class sections with enrollments of 35 students or more certified as enrolled at the end of the semester. Compensation will be at a rate of .5 semester hours for courses which are 3 credit hours or more. Compensation will be at a rate of .25 semester hours for courses which are 2 credit hours or less.

SECTION 9.3  LAB HOURS

Except when otherwise provided below, a ratio of .75 to 1 shall be used when equating laboratory, studio, or activity hours to lecture hours (for example, two (2) laboratory hours equal one-and-one half (1.5) equated semester hours).

Formula
Lab Contact x .75 = Credit Hours

Example
Lab: 4 lab contact hours x .75 = 3 credit hours

Additional lab sections added to a lecture section for the purpose of accommodating more students shall be paid at a rate of 1 full credit hour.
SECTION 9.3.1 NURSING CLINICALS

Nursing Clinical is defined as any site outside of classroom in the primary, secondary or tertiary health setting.

Clinical hours X 1.0 = credit hours for fall and spring semester clinics.

Full time LPN summer nursing clinic shall be compensated at 1/9th of the faculty member’s annual base salary.

Part time LPN summer nursing clinic shall be compensated at 1/18th of the faculty member’s annual base salary.

SECTION 9.4 INCONJUNCTION COURSES

Two or more individualized instruction courses taught simultaneously, in the same room by the same faculty member, shall be defined as inconjuction courses.

Inconjunction lab sections added solely for the purpose of accommodating more students, will be paid at a rate of 1 full credit hour (versus .75 credit hour of lab pay rate defined in 9.3).

SECTION 9.5 EXTRA CURRICULAR SPONSORS/COORDINATORS

Faculty members who serve as extra curricular sponsors/coordinators for the following duties shall receive compensation as follows:

<table>
<thead>
<tr>
<th>Position</th>
<th>Compensation/per year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Scholar Bowl Coordinator</td>
<td>$1,800</td>
</tr>
<tr>
<td>Assessment Coordinator</td>
<td>$1,800</td>
</tr>
<tr>
<td>WYSE Competition Coordinator</td>
<td>$900</td>
</tr>
<tr>
<td>High School Writing Contest Coordinator</td>
<td>$900</td>
</tr>
<tr>
<td>High School Business Skills Coordinator</td>
<td>$900</td>
</tr>
<tr>
<td>High School Art/Intercollegiate Art Coordinator</td>
<td>$900</td>
</tr>
<tr>
<td>Display Case Coordinator</td>
<td>$600</td>
</tr>
</tbody>
</table>

Club Sponsors

- Phi Theta Kappa $750
- (current sponsor receives $1,800 until he resigns sponsorship)
- Phi Beta Lambda $750
- Future Teacher Education Organization/Saints Read $750
- Art Club $400
- Cosmetology Club $400
- Social Work Club $400
- Math/Science Club $400
- Music Club $400
Drama Club $400
Ag/Advocates Club $400
Nursing Student Association $400
Book Club $400
Criminal Justice Club $400
Writers Club $400

Intent form must be started by September 15 and completed form returned by May 1 of each academic year (Appendix A) containing job expectation, activities/events and year-end report. The stipend shall not be paid if all documentation outlining activities, events, and participation is not submitted by May 1st.

SECTION 9.5.1 NON-INSTRUCTIONAL DUTIES

A rate of $125 per day for non-teaching days beyond 170 operational days (section 6.5) as agreed upon by the Vice-President of Instruction and faculty member. One credit hour of released time for every 32 hours of service during the semester as assigned by the Vice President of Instruction.

SECTION 9.5.2 MENTOR PAY

The lead instructor (i.e. Instructor primarily responsible for maintaining a course), or his/her designee, will received $200 per semester per course for mentoring adjunct Dual Credit Instructors at two different high school campuses. For each additional campus an additional $50 will be included per semester.

SECTION 9.6 DIVISIONAL CHAIRS

The following information outlines the proposed format, roles, and responsibilities for divisional chairs. Divisional chair reports directly to the Vice-President of Instructional Services.

1. Four divisions consisting of:
   a. Math/Science
   b. Allied Health
   c. Business/Occupation/Technology
   d. Humanities

2. Responsibilities of Division Chairs:
   a. To supervise, coordinate, and provide overall leadership to activities and programs occurring within the division.
   b. To approve all textbook adoptions for the division and make sure textbooks are current.
   c. To insure that all divisional syllabi and outlines are current and follow a uniform format.
   d. To approve all divisional requests for attendance at seminars, workshops, and conferences and forward such requests to the Vice-President of Instructional Services.
   e. To assist the Vice-President of Instructional Services in the recruitment, employment, and orientation of divisional faculty, full and part-time.
To develop proposed fall, summer, and spring class schedules for the division and forward these recommendations to the Vice-President of Instructional Services.

To assist in the development and monitoring of the annual divisional budget.

To assist the Vice-President of Instructional Services with program and course articulation.

To assist the Vice-President of Instructional Services with program and course revision and development.

To assist the Vice-President of Instructional Services with program and course evaluation.

To encourage and coordinate divisional staff development activities.

In coordination with the Vice-President of Instruction, supervise and evaluate on-campus non-tenured instructors (full- and part-time) within the division and make recommendations to the Vice-President of Instructional Services regarding their retention.

To make tenure recommendation to the Vice-President of Instructional Services using the advice of a committee composed of divisional chair and all full-time faculty tenured with the department.

To encourage divisional involvement in and otherwise assist with student recruitment efforts.

Work at least 10 days during the summer term and the schedule must be approved by the Vice President of Instruction

To be available on campus a minimum of two (2) days the week prior to the start of the fall semester.

To recommend necessary changes to the college catalog as appropriate to the division.

To encourage divisional involvement in and otherwise assist with articulation efforts between the college and district high schools.

To encourage divisional involvement in and otherwise assist with articulation efforts between the college and other four-year institutions.

To report directly to the Vice-President of Instructional Services.

3. Qualifications for Department Chairperson:
   a. Tenured full-time faculty member.

4. Selection Process:
   a. Divisional Chairs will be elected by the full-time faculty members within each of the four (4) divisions one (1) to three (3) weeks prior to the end of the spring semester of even numbered years. Contingent on there being no negotiated changes in the status, nature, or selection process for Division Chairs, newly elected Divisional Chairs will assume their responsibilities upon the beginning date of the academic year of even-numbered years.

   b. The office of the Vice-President of Instructional Services will notify all full-time faculty of the election process delineated in this document, including the procedure for obtaining application forms, and the date, location, and time of the election. The Vice-President of Instructional Services will obtain input from the Association’s Executive Committee in order to select a date and time for the election which will be most convenient for members of that division. The election process will adhere to I.E.A. selection guidelines.

   c. Application for division chair shall be by signed letter delivered to the vice-president of instructional services. If more than one (1) person applies within a division, absentee balloting and/or a secret ballot vote at a formal meeting of that division will be taken to elect a chair. The Vice-President of Instructional Services and an Association representative from outside the division, chosen by the SCEA Executive committee, will
tabulate the ballots. Eligible voting members of the division include all full-time faculty in that division. Members do not have to be present to vote (absentee voting) and in the event of a tie, the Vice-President of Instructional Services will also be allowed a cast a ballot in the election process.

5. Compensation:
   a. A full-time teaching load will be nine (9) credit hours per semester for all division chairs. A Chair may not teach more than twenty-one (21) semester credit hours per nine-month contract without his/her approval.
   b. The Chair will not be assigned any students for advisement but will attempt to assist with advisement matters as needed.
   c. The Chair should teach no more than one evening class.
   d. The Chair will be given five (5) hours overload credit per semester as salary compensation.

6. Divisional Chairpersons will be provided with secretarial/student worker assistant. Chairpersons will have input in the selection of a secretary/student worker.

7. Evaluation:
   a. An evaluation of each divisional chair will be completed annually by the Vice-President of Instructional Services
   b. An evaluation of each divisional chair will be completed annually by the divisional faculty coordinated by the Vice-President of Instructional Services during the spring semester.

8. Length of Term:
   a. The term will be two years, with elections being conducted in the spring even numbered years.
   b. In the event that a chairperson for some reason is unable to complete the elected term, a replacement will be elected by the division using the same format outlined under selection process 9.6.4.

9. Recall Provision:
   On recommendation of the Vice-President of Instructional Services and agreement by a majority of full-time faculty within a given division or by petition of a majority of full-time faculty within a given division and concurrence by the Vice-President of Instructional Services, an election to recall a divisional chairperson may be held at anytime during the term of this contract. The election will be conducted by the Vice-President of Instructional Services in accordance with the procedures specified in the selection process 9.6.4.

SECTION 9.7 INTERACTIVE VIDEO CLASSES

01. All participation in the interactive video classes is voluntary.

02. Qualified full-time faculty who have completed training on the system will be considered to teach interactive video classes prior to the classes being offered to part-time faculty.

03. In determining faculty workload, a interactive video class counts the same number of semester hours as a comparable course taught at the College by regular methods.
04. Faculty members who are trained to teach over the system will be reimbursed for their initial training at the rate of $100 per day or $50 per 1/2 day for up to three days of training. Payment for training is a one-time occurrence unless additional training is required by Shawnee Community College to stay current with the system as new technology is added, at which time the $100 per day rate will be reinstated.

05. A $500 course preparation stipend will be paid to each instructor for first time preparation for each separate course taught via interactive video.

06. Full-time instructors who teach interactive video classes will receive a stipend of $100.00 per ITV course taught each semester.

07. Instructors will be paid mileage for all travel incurred for the interactive video class per section 10.2.

08. Interactive video instructors will have an open class period prior to and subsequent to the interactive video class in order to have time to travel to and from the receiving sites. Exceptions may be made with approval of the instructor.

09. Interactive video instructors will be given prior knowledge of all individuals, groups, and colleagues who wish to visit the interactive video classroom.

10. Instructors teaching via interactive video are subject to evaluations for the purpose of determining their ability to effectively teach using this medium. All existing policies related to faculty evaluation will be followed.

11. Recordings of interactive video classes are for the purpose of alleviating possible technological problems at receiving sites and, with instructor approval, for students who miss a class or need to review the lesson.

12. Shawnee Community College will provide monitors and proctors as needed for a course. A staff member will be present at all remote sites who will be available to resolve problem situations.

13. The instructor, with assistance from the College, is responsible for delivery of tests, handouts, and other materials to receiving sites. The instructor will provide a prior 24-hour notice of any materials to be delivered. A courier system will be established for the delivery of instructional materials.

14. Shawnee Community College shall provide needed technical assistance to the instructor.

15. Instructors involved in interactive video shall have input into decision making regarding which courses should be offered and the scheduling of such courses.

16. Efforts will be made to give instructor approximately four weeks’ notice prior to the start of an interactive video class.

17. Workshops/seminars taught by Shawnee Community College faculty via interactive video shall be reimbursed at the rate of $150 per day or $75 per half-day.

18. Workshops/seminars taught by Shawnee Community College faculty via interactive video shall be reimbursed at the rate of $150 per day or $75 per half-day.
19. Video and audio monitors used for interactive video will not be activated without the instructor's knowledge.
SECTION 9.8   INTERNET INSTRUCTION CLASSES

01. All participation in the distance learning system for Internet instruction courses is voluntary.

02. Qualified full-time faculty will be considered to teach Internet instruction classes prior to the classes being offered to part-time faculty. Full-time instructors must inform the Vice President of Instruction no later than March 15th (for summer/fall classes) or October 15th (for spring classes) their desire to teach an on-line course.

03. In determining faculty workload, Internet instruction classes shall count the same number of semester hours as a comparable class taught at the college by regular methods. The first time a section of a newly developed Internet instruction class is offered, it will be limited to 15 students. Any class may be supported by materials available over the Internet.

04. Instructors will be paid $400 per credit hour in addition to regular pay for the first course that they adapt to full instructional delivery over the Internet with prior written approval of the Vice-President of Instructional Services. For each succeeding, separate course, the first time it is adapted to full instructional delivery over the Internet, the instructor shall be paid $250 per credit hour in addition to regular pay with prior written approval of the Vice-President of Instructional Services.

05. Full-time instructors who teach online classes will receive a stipend of $50.00 per online course taught each semester.

06. Shawnee Community College will provide needed technical assistance.

07. Instructors teaching via Internet are subject to evaluations for the purpose of determining their ability to effectively teach using this medium. All existing policies related to faculty evaluations will be followed. Online classes shall not be the sole method of evaluating instructional performance of any instructor.

08. Instructors involved in Internet instruction classes shall have input into decision making regarding which courses should be offered and the scheduling of such courses.

SECTION 9.9   INDEPENDENT STUDY CLASSES

Faculty members who choose to teach independent study classes will be compensated at the rate of $90 per credit hour.

SECTION 9.10   FACULTY DUTIES

1. Teach classes as determined by the Vice President of Instruction, Division Chairperson, and faculty. All faculty members will follow course syllabi approved by the college.

2. Teach the scheduled class time.
3. Use a variety of methods and teaching strategies that reflect the different learning styles and needs of students.

4. Participate in the development, implementation, and documentation of appropriate assessment activities to the Vice President of Instruction.

5. Assist the division chair and vice-president of instructional services in program development and program improvement activities.

6. In cooperation with other instructors, prepare or revise course syllabi for courses offered in their discipline and submit to the Curriculum and Instruction Committee for review.

7. In cooperation with other instructors, prepare textbook recommendations and submit to the Division Chairperson and Vice President of Instruction for review.

8. Assist in developing the division unit plan and make recommendations for equipment purchases.

9. Complete and submit grades and other course related reports in a timely manner.

10. Attend division meetings called by the Division Chairperson and faculty meetings called by the administrative officers.

11. Maintain and post office hours on the office door and as filed in administrative offices as per section 6.7.

12. Demonstrate commitment to the teaching/learning process by participating in professional development activities that enable faculty to maintain current perspectives and maybe financially supported by college with prior approval of administration.

13. Participate in college committees (virtually or face-to-face) as established by the administration and faculty.

14. Assist students in meeting needs or solving problems, seeking additional help from other college services when necessary.

15. Notify the appropriate person of absences per college policy.
ARTICLE X

SALARY AND FRINGE BENEFITS

SECTION 10.1.1  SALARY SCHEDULE

The conclusive salary schedules for the 2019-2020 academic years is attached to and made part of the Agreement and identified as Appendix B.

$1,000 step plus 1.75% for academic year 2019-2020.

SECTION 10.1.2  PLACEMENT OF FACULTY ON SALARY SCHEDULE

The salary schedule (Appendix B1 – B4) is attached to and made part of this Agreement.

The criteria to be used by the College for determining new faculty placement on the salary schedule is as follows:

1. a new faculty member cannot be placed higher than step 10 under any circumstances.

2. no more than 10 years of outside, verifiable, full-time teaching experience and 5 years of verifiable, full-time, non-teaching work related experience with a combined maximum of 10 years of experience will be allowed for initial placement on the salary schedule.

3. part-time teaching and/or work-related experience do not count toward salary schedule placement. Part-time teaching or work-related experience cannot be added together to equal a full year of experience.

4. student teaching, internships, practicums, assistantships (research, teaching, or any other type), do not count toward salary schedule placement.

5. full-time teaching is defined as actual classroom teaching for a full school year in the same district or school system.

6. full-time, work-related experience is defined as actual work experience, for a period of at least 11 continuous months for the same employer, which relates directly to and enhances the qualifications for the teaching position for which the applicant is applying.

7. the President of the Association or his/her designated representative shall review credentials and present suggestions regarding the placement of new faculty members on the salary schedule.
SECTION 10.1.3 HORIZONTAL SALARY INCREMENTS

The faculty member should notify the Human Resource Office in writing before July 20 of each academic year for lane changes on the salary schedule.

All hours credited for horizontal salary increments shall be from any regionally (i.e. North Central Association of College and Schools) accredited post-secondary institutions and must be in the teaching faculty member’s field of study, technology, pedagogy, and occupational/vocational education.

Hours earned after obtaining a master’s degree, which will be credited for horizontal salary increments, must be in the faculty member’s teaching field or in one of the following programs of study:

1. Higher Education
2. Secondary Education
3. Curriculum and Instruction
4. Occupational Education
5. Other Areas upon recommendation of divisional chair and approval by the Vice-President of Instructional Services prior to enrollment.

To receive credit for hours taken and/or degrees earned in one of these programs of study, the program/courses must be approved by the Vice-President of Instructional Services in advance of courses being taken. The Vice-President of Instructional Services will use the following guidelines in approving a faculty member’s participation in one of the first four programs of study, which may be outside the faculty member’s teaching field:

1. The faculty member must be accepted into an advanced degree program of study at an accredited university or college if appropriate.
2. All hours for which credit is received must come from courses in the proposed program.
3. All courses approved within the program of study for which salary credit will be received must be directly applicable to the improvement of the teaching act.

Courses taken prior to employment at Shawnee Community College will not be considered for salary purposes after initial placement on the salary schedule has been established. Hours must be completed and transcripts submitted to the Human Resource Office for approval by August 15th in order to be eligible for horizontal increment for the academic year in operation.

SECTION 10.1.4 ADVANCING SHAWNEE

The mission of the Advancing Shawnee program is to establish a recognition program for those who excel with innovative ideas that move the college forward and to acknowledge employees who achieve educational growth.

All Shawnee Employees may be recognized under the Guidelines for Excellence Award as listed below:

1. Exceeding expectations
2. Being innovative
3. Being a goodwill ambassador (representing the college to the greater community in a positive manner)
4. Exhibiting Leadership
5. Contributing to program improvement
6. Completing a degree. When a faculty member completes a higher degree than they currently hold, they shall be compensated at these rates:
Award Amounts have been established at the following levels:
1. Excellence Award for Guidelines 1-5 above: $500.00 one time stipend.
2. Excellence Award for Guideline 6 above:
   a. Associate degree: $500.00 added to the yearly salary from the salary schedule.
   b. Bachelor degree: $1,000.00 added to the yearly salary from the salary schedule.
   c. Masters degree: $2,000.00 added to the yearly salary from the salary schedule.
   d. Ph.D: $3,000.00 added to the yearly salary from the salary schedule.

Any Shawnee Community College employee may make a nomination of another individual or group for an Excellence Award. Award nominations will be accepted once a semester.

Many of these awards take the form of cash payments of varying amounts. Payments made to faculty members under Advancing Shawnee will be made in the form of stipends which are payable in May and December. Making these payments as stipends instead of salary insures that the current and any future salary schedules are not affected.

SECTION 10.2 MILEAGE REIMBURSEMENT

Faculty members shall be paid the IRS mileage rate for any mileage over and above the round trip mileage from the faculty member's residence to main campus or primary assignment location. Additional mileage may be reimbursed if approved in advance by the Vice-President of Instruction. All requests for mileage reimbursement shall be submitted in accordance with applicable policies and procedures. Anytime the IRS mileage rates change, within thirty (30) days the SCC mileage reimbursement rate will change to reflect the new rate.

SECTION 10.3 TUITION AND FEES WAIVED

Tuition, fees, and textbooks shall be waived for full-time faculty members, their spouses and dependent children enrolled in Shawnee Community College courses. Dependent children are defined as unmarried children under the age of twenty-four (24) living in the household of the eligible faculty member. Courses that are taken with tuition waived may not be counted for purposes of advancement on the salary schedule. Tuition waivers provided under this Section shall only apply to those courses offered by the Board which are approved for state credit hour funding.

SECTION 10.4 PAY PERIODS

Faculty shall be paid twice a month, on the fifteenth (15th) day of the month and on the last working day of the month. If the fifteenth (15th) day of the month or the last day of month should fall on a Saturday, Sunday, or holiday, faculty shall be paid on the Friday that immediately precedes that date. Exception: All December payroll will be made on December 15. Nine-month faculty shall be paid over twelve (12) months.
SECTION 10.5 OVERLOADS (Refer to SECTION 9.2)

SECTION 10.6 EXTENDED CONTRACTS

Cosmetology -- An extended contract (twelve month) faculty member's salary shall be determined by multiplying his/her salary by 1.2.

Certified Nurse Assistant Instructor/Coordinator -- An extended contract (twelve month) faculty member's salary shall be determined by multiplying his/her salary by 1.2.

SECTION 10.7 INTERNSHIP ASSIGNMENTS

All full-time faculty in career and technical programs having co-op/internships will supervise internship assignments and will be compensated at the independent study rate per semester hour.

SECTION 10.8 DUES DEDUCTIONS

(a) Association Members. The Board shall deduct from the pay of each Association member, excepting cash pay members, the current membership dues of the Association and (its IEA/NEA affiliates). The name of each faculty member with the amount of dues shall be annually certified by the Association and submitted in writing to the Board on or before August 20. The amount specified will be deducted in eight (8) monthly payments beginning September 30 and ending May 15. Certification and notification of dues/fees of any new member employed after the beginning of the academic year shall be within thirty (30) days of employment and dues/fees shall be prorated ending in May. A termination of employment for any reason shall constitute termination of dues/fees deduction on the last day of employment.

(b) Other Bargaining Unit Members--Non-Members. Each bargaining unit member, who is not a member of the Association, shall, as a condition of his/her employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, pay a fair share fee to the Association. In the event the bargaining unit member does not pay his/her fair share fee directly to the Association by a certain date as established by the Association, the Board shall deduct the fair share fee from the remaining wages of that non-member through May of that academic year. Such fair share fees deducted from the wages of the non-member shall be paid by the Board to the Association once a month, no later than the last day of each month during the term set forth above. The amount of the fair share fee certified by the Association shall not include any fees for contributions related to the election or support of any candidate for political office. Also, the obligation to pay a fair share fee will not apply to any non-member who, on the basis of a bona fide religious tenet or teaching of a church or religious body of which non-member is a member or a belief sincerely held with the strength of traditional religious views, objects to the payment of a fair share fee to the Association. Upon proper substantiation and collection of the fee, the Association will make payment on behalf of the employee to the regulations of the Illinois Educational Labor Relations Board.
The Association shall annually certify the amount of the fair share fee to be paid by the non-member and shall include an explanation of the basis of said fair share fee to the Board, on request, and each non-member. After receipt of the certification of the fair share fee to the Board, the Board will deduct in equal semi-monthly installments a necessary amount to the total fair share fees by May 30. Further, the Association shall afford the non-member a reasonably prompt opportunity to challenge the amount of the fair share fee before an impartial decision maker. Finally, the Association shall place in escrow all fair share fees paid to it by the Board which are disputed by a non-member, pending the disposition of a non-member’s challenge to such fair share fee.

(c) Indemnification. In the event of any claim, demand, or cause of action brought against the Board by reason of its compliance with this Article, the Association agrees to defend such claim, demand, or cause of action at the Association’s own expense and through its own counsel. The Board agrees in the event of any such action to give immediate notice of same in writing to the Association and to permit the Association’s intervention as a party if it so desires.

The Association further agrees to indemnify and hold the Board harmless from any and all liability, damage, or other loss, including the assessment of court costs and attorney fees, the Board may suffer as a result of any claim, demand, cause of action, or judgment against the Board arising out of the Board’s good faith compliance with this Article.

SECTION 10.9 DESIGNATED PROFESSIONAL DEVELOPMENT COURSES

At the beginning of each academic year, the President of Shawnee Community College will distribute a listing of designated courses that may be taken for professional development.

All full-time faculty members who wish to enroll in designated professional development courses may do so, with the written permission obtained in advance from the Vice-President of instructional Services. Some courses may be available at times outside of time assigned for professional duties and responsibilities.

All full-time faculty members will be compensated $50.00 per course for the successful completion of each course from the list of courses identified as eligible for professional development. Payment will be made following the successful completion of the course(s) with a grade of “C” or better or “P”. These professional development courses can not be used for movement on the salary schedule.

SECTION 10.10 GROUP HEALTH INSURANCE

The College shall provide group health insurance. The College shall pay 100% of increase or decrease in individual premiums for calendar year 2020 with institutional contributions not to exceed 80% of the individual premium cost for any plan offered. Faculty members who chose not to participate in the health insurance in 1996 will receive payment of $2,015 annually, payable during the school year so long as no penalties are triggered under the Affordable Care Act. For those enrolled in a qualifying high deductible health plan (HDHP) by December 31, 2015, a one time contribution of $2,000 will be made to the employee’s Health Savings Account (HSA).

A joint association-administration Insurance Committee shall be formed to study and implement health insurance cost containment proposals. The committee shall consist of eight (8) insurance participants, four (4) SCEA members appointed by the SCEA Executive committee and four (4) administrators and/or
staff. The Insurance Committee shall meet as necessary, but no less than once each semester. The Committee shall have access to all master policies, documents describing benefit coverage or claim procedures and experience and any other documents generate by the insurance broker. The Committee shall make any recommendations to the Board of Trustees and SCEA in writing. The Health Insurance Committee will work on recommendations for plan design changes in the future years that will allow the college to avoid paying the ACA Cadillac Tax and reduce costs.
SECTION 10.11    RETIREMENT INCENTIVE

The Board shall pay a one-time stipend of $5,000 to instructors who provide notice of resignation for the purpose of retirement and election to receive retirement benefits from State University Retirement System (SURS). Notice must be submitted to the President of the college two calendar years prior to the date of retirement. The retirement incentive is subject to the following conditions.

1. The effective resignation and retirement date must be at the end of a regular academic semester.
2. A minimum of 10 years of service as a full-time faculty member is required for eligibility for the retirement incentive.
3. To earn the full $5,000 incentive a faculty member must have retained at least 80% of sick leave days during the last 10 years of service.
4. A faculty member who has retained 60-79.9% of sick leave days during the last 10 years of service will be eligible for a $2,500 retirement incentive.

SECTION 10.12    REDUCTION IN FORCE

Any reduction in force shall be in accordance with the applicable provisions of the Illinois Community College Tenure Act (detailed here).

(110 ILCS 805/3B-5) (from Ch. 122, par. 103B-5, Sec. 3B-5.) Reduction in Number of Faculty Members. If a dismissal of a faculty member for the ensuing school year results from the decision by the Board to decrease the number of faculty members employed by the Board or to discontinue some particular type of teaching service or program, notice shall be given the affected faculty member not later than 60 days before the end of the preceding school year, together with a statement of honorable dismissal and the reason therefore; provided that the employment of no tenured faculty member may be terminated under the provisions of this Section while any probationary faculty member, or any other employee with less seniority, is retained to render a service which the tenured employee is competent to render. In the event a tenured faculty member is not given notice within the time herein provided, he shall be deemed reemployed for the ensuing school year. Each board, unless otherwise provided in a collective bargaining agreement, shall each year establish a list, categorized by positions, showing the seniority of each faculty member for each position entailing services such faculty member is competent to render. Copies of the list shall be distributed to the exclusive employee representative on or before February 1 of each year. For the period of 24 months from the beginning of the school year for which the faculty member was dismissed, any faculty member shall have the preferred right to reappointment to a position entailing services he is competent to render prior to the appointment of any new faculty member; provided that no non-tenure faculty member or other employee with less seniority shall be employed to render a service which a tenured faculty member is competent to render. The determination by the Board of a faculty member's competence to render a particular teaching service or teaching program is conclusive.
(Source: P.A. 86-501.)

Neither this section nor any matter relating to reduction in force shall be subject to the grievance and arbitration procedure set forth in this Agreement.

Any change to the current law shall become part of this agreement.
ARTICLE XI

ENTIRE AGREEMENT

This Agreement, upon ratification, supersedes all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for the term as defined in Article XIII.

The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, including the impact of the Board's exercise of its rights as set forth herein on salaries, fringe benefits or terms and conditions of employment unless otherwise expressly hereafter stated to the contrary.
ARTICLE XII

SEPARABILITY

If the provisions of this Agreement, or any application of this Agreement to any bargaining unit member or to any group of bargaining unit members is held to be contrary to law, then such provision or application shall be deemed void and unenforceable, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.
ARTICLE XIII
TERM OF AGREEMENT

This Agreement in its entirety shall be effective as of 17th day of June, 2019, and shall remain in full force and effect until the completion of the 2020 session (which shall be defined to be 3:00 p.m. on the third calendar day after final grades are due at the end of the 2020 summer session.)

IN WITNESS WHEREOF, the parties hereunto have set their hands this 5th day of August, 2019.

BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 531, (SHAWNEE COMMUNITY COLLEGE)

BY: ____________________________
TITLE: Chairperson
DATED: 8-5-19

SHAWNEE COLLEGE EDUCATION ASSOCIATION, SCEA/IEA/NEA

BY: ____________________________
TITLE: Interim President
DATED: 7-29-19

BY: ____________________________
TITLE: Secretary
DATED: 8-5-19

BY: ____________________________
TITLE: SCEA President
DATED: 7/29/19
Student Club/Coordinator Form

Please complete and return to the Vice President of Student and Administrative Services before any student club/coordinator activities are scheduled for the current academic year. Be sure to submit a proposed calendar of activities for the club to the office of the VP of Student and Administrative Services before October 1st or before the beginning of any club activities whichever comes first for the current academic year. Coordinators should comply with the October 1st deadline.

INFORMATION

Club or Coordinator Name: ____________________________________________

☐ New  ☐ Continuing

Club or Coordinator Purpose: ☐ New ☐ Revised ____________________________

Note: A current copy of the club/Coordinator purpose must be attached. DATE

Club By-Laws: ☐ New ☐ Revised ____________________________

Note: A current copy of the club/Coordinator by-laws must be attached. DATE

Note: A list of participating students must be provided at the beginning of every fall and spring semester.

SCC Advisor(s)/Sponsor(s): ____________________________________________

NOTE:
It is the expectation that clubs will meet at least once a month and promote student participation.

CLUB ACTIVITIES

Clubs must participate in at least three (3) of the five (5) SCC activities.

1. Club Day (During the Week of Welcome).
2. Fall/Spring Fest
3. Blood Drive
4. Recruitment Activity
5. Community Service
# OTHER CLUB ACTIVITIES

*Clubs must request approval of fundraising and any other activities from the VP of Student and Administrative Services. Please provide the following information:*

Requested Activity: 

Date of Activity: 
Location of Activity: 
Describe how this activity relates to your organization: 

Describe how any money raised from the event will be used: 

**NOTE:**

All fundraising money must be deposited into the club trust and agency account. Fundraising off-campus is prohibited. Sponsors are expected to be present at all off-campus club activities.

# COORDINATOR ACTIVITIES

**NOTE:**

It is the expectation that committees meet once a month to promote communication and improvement. Monthly minutes should be turned in to the President's office.

A schedule of WYSE competitions should be submitted to the VP of Student and Administrative Services.

# SIGNATURE

Club/Sponsor Coordinator: 

**PRINTED NAME** 

**SIGNATURE, DATE** 

# APPROVAL

Missing Requirements? 
Date Received: 

Approved ____ Denied ____ If Denied, Explanation: 

Approval: 

**PRINTED NAME** 

**SIGNATURE, DATE**