

**AGENDA ITEM #VI-A-1
AUGUST 2, 2023
HIGHLAND COMMUNITY COLLEGE BOARD**

FACULTY CONTRACT

RECOMMENDATION OF THE PRESIDENT: It is recommended that the Highland Community College Board ratifies the contract with the Highland Community College Faculty Senate Local 1957 for Fiscal Years 2024, 2025, and 2026.

BACKGROUND: Negotiations began with the Faculty Senate on March 3, 2023, and a tentative agreement was reached on June 27, 2023. The settlement reached is in line with projected budget guidelines.

BOARD ACTION: _____

AGREEMENT BETWEEN
THE BOARD OF TRUSTEES OF
ILLINOIS COMMUNITY COLLEGE DISTRICT #519
and
THE HIGHLAND COMMUNITY COLLEGE
FACULTY SENATE AFFILIATED WITH
THE AMERICAN FEDERATION OF TEACHERS
LOCAL 1957
FY 2024 – FY 2026 ACADEMIC YEAR

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PREAMBLE

This agreement is entered into by and between the Board of Trustees of Illinois Community College District 519, hereinafter referred to as the "Board," and the Highland Community College Faculty Senate, affiliated with the American Federation of Teachers, Local 1957, hereinafter referred to as the "Senate," as the exclusive bargaining agent for the faculty members in the bargaining unit as defined in Article I, Section B.

Members of the Senate and the College administration deal day-to-day with the full range of educational and administrative matters that are traditional areas of concern in a community college. The Senate and administration through their vision and actions direct and strengthen the college as a community of teaching and learning. It is our mission to strive for educational excellence as educators at Highland Community College.

ARTICLE I DEFINITIONS AND SENATE RECOGNITION

A. Definitions

1. The term "College" refers to the collective locations, endeavors, personnel, and policies of Illinois Community College District 519, Counties of Stephenson, Ogle, Jo Daviess, and Carroll, which is called Highland Community College.
2. The term "Board" refers to the body politic and corporate by the name Board of Trustees of Illinois Community College District 519, Counties of Stephenson, Ogle, Jo Daviess, and Carroll.
3. The term "Senate" refers to the collective membership and their member representatives of the Highland Community College Faculty Senate affiliated with the American Federation of Teachers, Local 1957.
4. The term "Agreement" means a legally binding contract and its definitions and provisions.
5. The term "faculty members" refers to the following personnel:
 - a. Full-time teaching faculty members who teach a full load as defined in Article VII-F or its equivalent.

b. Counselors (Subject to the following conditions)

- (1) Contract length: eleven months**
- (2) Pay: as per schedule for nine months**
- (3) Additional time: pro rata of that pay step**
- (4) Work hours: Forty hours per week with one evening of work included.**
- (5) Work days: This position follows the administrative calendar for legal holidays, work scheduling and work year. In addition, twenty-one leave days will be available to complete the administrative work year. The exact times are to be determined upon agreement between employee and employer.**
- (6) Teaching load: All classes taught during the normal administrative work day will not receive additional compensation or require the employee to work additional time. All classes taught after the administrative work day will be compensated at the contract overload rate.**

c. Limited Term Trainer (Subject to the following conditions)

- (1) Contract Length: For the length of projected training with company on a per session basis.**
- (2) Load Factor: Does not apply, except credit hours generated will not exceed 22 per semester.**
- (3) Fringe Benefits: No faculty rank, tenure, fringe benefits, or any other privileges, except the right to grieve per Faculty Senate Agreement.**
- (4) Rate of Pay: Reimbursement will be on a clock hour basis at the overload rate.**
- (5) Training Conditions (All criteria must apply):**
 - (a) The training is customized for the company.**
 - (b) The training and/or materials may be proprietary for the company or agency.**
 - (c) The training requires special certification or training for the trainer.**
 - (d) Training will be scheduled for either multiple sessions or can be projected to continue over a period of time.**

- (6) Reporting structure: Any training position, approved under the above criteria, will report to the Vice President, Business, Technology and Community Programs. Approval for this special category will be granted by the Chief Academic Officer upon review of Faculty Senate and only for specific cases where the supporting information fits all five criteria.

d. Adjunct Faculty

- (1) The term Adjunct Faculty members refers to faculty who teach more than 10 contact hours up to a maximum of 13 contact hours for the term of this contract.

e. Professional Library Faculty

- (1) The term Professional Library Faculty refers to faculty who are educators and information professionals with ALA accredited master's degrees whose work includes information literacy instruction and delivery of library resources and services.
- (2) Pay: Professional Library Faculty employed at the time recognition was granted by the Illinois Education Labor Relations Board on February 11, 2014 will be placed on the Faculty salary schedule in a position that most closely matches their current salary and education at Highland Community College. Professional Library Faculty hired after February 11, 2014 will be placed on the Faculty salary schedule at a point commensurate with their education and experience at the time they are hired.
- (3) Work hours: Forty hours per week with one evening of work included.
- (4) Work day: This position follows the administrative calendar for legal holidays, work scheduling, and work year. In addition, twenty-one vacation days will be available to complete the administrative work year. The exact times are to be determined upon agreement between the employee and employer.
- (5) Sick Leave: Sick leave shall be accrued on a monthly basis (per Board policy) at the rate of one day per month for a total of 12 sick days per fiscal year. Sick leave days may accumulate without limitation.
- (6) Teaching load: All classes taught during the normal administrative work day will not result in additional compensation or require the employee to work additional time. All credit-generating classes taught after the administrative work day will be compensated at the Faculty contract overload rate.

(7) **Tenure:** Professional Library Faculty are eligible for tenure. Professional Library Staff employed at the time recognition was granted by the Illinois Education Labor Relations Board on February 11, 2014 have significantly exceeded the typical tenure probationary period in good standing with the College and will be granted tenure. Professional Library Faculty hired after February 11, 2014 will be eligible for tenure.

(8) **Exemptions:** Unless specifically listed above, all other aspects of the Faculty contract shall also apply to Professional Library Faculty, with the exception of:

(a) Article VIII, section C (Summer School, Pre-Session, and Inter-Session)

6. The term "working day" means any day the College Administrative Offices are open for at least four hours.

B. Recognition

1. The Board recognizes the Senate as the exclusive bargaining representative for all faculty members in all matters concerning salaries, fringe benefits, and other items covered in this Agreement. The bargaining unit excludes the President, the President's assistants, vice presidents, deans, directors, and all other administrative, professional and classified personnel.
2. The Board will show good faith in dealing with the makeup of the bargaining unit.

**ARTICLE II
SENATE-BOARD RELATIONS**

A. Nondiscrimination

1. The Board and Senate believe that every employee has the right to have an equal opportunity without regard to actual or perceived race, religion, political philosophy, color, national origin or ancestry, gender, sexual orientation, age, sex and gender identity, disability, marital status, military status, citizenship status, unfavorable discharge from military service, order of protection status, genetic information status, pregnancy, childbirth (or medical or common conditions related to pregnancy or childbirth), political or economic or ethnic-cultural background, or other factors prohibited by applicable federal and state laws, regulations and Executive Orders.

2. Membership in the Senate or any other employee organization or association not affiliated with the College shall not be a condition of employment for any faculty member. The Board will not discriminate in hiring, or continuing of employment, or in advancement opportunities, or otherwise because of any faculty member's membership or lawful organizational activities in the Senate or any other employee organization or the faculty member's refusal to join any such organization or to participate in any such activities.

B. Rights and Benefits of Faculty Members

1. Rights and benefits of faculty members set forth in this Agreement shall be made part of any individual contract of employment with the Board. A copy of this Agreement, the College calendar, and the Policy Manual shall be made available to all faculty members.
2. The Board agrees to implement its rules and policies as they pertain to faculty members in a fair and impartial manner. A rule or policy enacted within the Board's lawful authority which does not violate any terms within the collective bargaining agreement and does not violate any right under the Illinois Labor Relations Act shall be deemed fair and impartial.

C. Board Rights

1. It is the responsibility of the Board of Trustees to administer the College in accordance with Illinois statutes and in conformance with the Constitution and laws of the State of Illinois and the Constitution and laws of the United States of America.

D. Communications

1. This Agreement shall not be construed to limit or prevent any Board official or administrator from meeting with any individual faculty member or group of faculty members for the purpose of discussing mutual ideas, concerns, views, and proposals covered or not covered by this Agreement. However, no negotiations or subjects pertaining to collective bargaining shall be conducted by the administration and/or the Board with any other group other than the recognized bargaining representatives.
2. Negotiating sessions shall be closed to the public.
3. All academic and evaluative records pertaining to faculty members shall be maintained by the Human Resources Office. Responsibility for the confidentiality and use of information in this file shall rest with the Human Resources Office from which permission must be obtained to gain access to any portion therein. Privileged communication relative to initial employment is not available to the faculty member.

4. Faculty members will have access to their personnel folder which pertains to their payroll records, by appointment, provided they request such access from the Human Resources Office.
5. It is important that a faculty member be cognizant of all items which might be used in developing periodic evaluation. The Human Resources Office, therefore, shall notify the faculty member whenever any such item is placed in his or her personnel folder. The faculty member may, if so desired, add written comments for inclusion with the statement.
6. The Board agrees to furnish or to direct its officials to furnish to the President of the Senate, upon request, information of public record concerning the College.
7. Faculty acknowledge the right of the College to log technology use, monitor fileserver space utilization by users, examine user files, and monitor phone conversations. The College acknowledges its responsibility to respect the confidentiality of faculty communications with students, colleagues, and administrators.
8. The President of the Faculty Senate and the President of the College shall meet at least once each month, or on such schedule during the academic year as mutually agreed, to discuss matters of mutual interest. If these two individuals believe that it is of shared interest, members of the Faculty Senate Executive Committee, a representative of the Board of Trustees, or members of the College Administration may be invited to attend.

ARTICLE III ACADEMIC FREEDOM AND POLITICAL ACTIVITIES

A. Academic Freedom

1. The Board and Faculty, realizing that the basis of education is a search for truth, recognizes the obligation of the individual faculty member to present in the classroom, within the discipline, the truth as he or she sees it as well as other representative points of view.

B. Political Activities

1. The College recognizes the right of the individual faculty member to engage in community affairs and political activities, and express opinions as he or she sees fit as long as these activities do not interfere with the performance of contractual obligations.

2. A faculty member whose election to an office may necessitate absence during a period of time is to negotiate a satisfactory adjustment with the College Board through the President.

ARTICLE IV DUES CHECKOFF

A. Withholding Dues

1. Each member of the Senate is given the privilege of electing to authorize payment of such Senate members' dues by withholding the same from the salary of such member. Such election shall be evidenced by the written request of the Senate member electing to exercise such privilege and may be revoked in writing at any time. All sums so withheld shall be paid over to the duly qualified and acting Treasurer of the Senate on or before the last day of each calendar month.
2. The College shall provide for the payroll deduction of dues of each employee in the bargaining unit who joins the Faculty Union in accordance with the Illinois Education Labor Relations Act. The College shall honor the Faculty Union member's individually authorized deduction forms and shall make such deductions in the amounts certified by the treasurer of the Faculty Union for union dues, assessments, or fees. Authorized deductions shall be irrevocable except in accordance with the terms under which a Faculty Union member voluntarily authorized said deductions, or where impacted pursuant to a lawful court order. Dues revocations are processed by the Faculty Union. In the event that a Faculty Union member revokes their dues in accordance with the terms in which they authorized the dues deductions, the Faculty Union will notify the College payroll office after the close of the revocation window as soon as practicable. The Faculty Union agrees to indemnify the Board, including but not limited to reasonable attorney fees and all damages assessed, for any claims from members, or former members, arising out of the application of this provision.
3. The names and college email addresses of all individuals hired for faculty member positions covered by this agreement shall be provided to the Senate upon written request. Such information shall include, if requested, the classification and site location. As members of the faculty are employed, separated, transferred, or have name or official College email address changed, updated information shall be provided to the Faculty Senate within five (5) working days.
4. The Faculty Senate shall be notified, upon the College receiving any Freedom of Information Act (FOIA) request that seeks the identity of any bargaining unit member including, but not limited to, names, email address, or list of

employees who have dues being withheld for union purposes. The College acknowledges that unless required by law it does not release private information in response to any FOIA requests, e.g. home addresses, phone numbers, or personal email addresses.

5. The College, within seven (7) working days, shall notify the Faculty Senate of a new faculty being hired and make space available on campus where a Faculty Senate representative may meet with any such new employee. Any time spent in the meeting shall be considered voluntary. Such meetings will be held by the Faculty Senate during non-working hours.

ARTICLE V GRIEVANCE PROCEDURE

A. Grievances

1. a. A "grievance" shall mean a complaint by a faculty member (Grievant) that there has been as to the Grievant a violation, misinterpretation, or inequitable application of any of the provisions of this Agreement. Such grievance may be processed through all the steps of this grievance process.
- b. A "grievance" shall also mean that a faculty member has been treated unfairly or inequitably by reason of any act or condition which is contrary to established written policy governing or affecting faculty members. Such a grievance may be processed only through V-A.6 of this procedure.
- c. The "grievance event" for the purpose of computation of the timelines contained in paragraphs A.3. and A.4. of this Article V. shall be one of the following dates; the date of the event giving rise to the grievance, the date of the decision giving rise to the grievance or the date upon which the Grievant should have, by the exercise of reasonable diligence, been aware of the event or decision giving rise to the grievance.
2. A grievance may be processed in the name of an individual faculty member, or a group of faculty members, or the Senate. In each case the term Grievant shall apply. All grievances processed beyond step 5 of the Grievance Procedure must involve the Faculty Senate.
3. In the event that a Grievant believes a basis for a grievance exists, the Grievant shall first schedule an appointment within 15 working days to informally discuss the basis for the grievance with the dean or the appropriate administrator. The Grievant shall clearly indicate when scheduling the appointment that the meeting is being scheduled for the purpose of an informal discussion as mandated by the grievance process.

This discussion shall occur no later than 10 working days from the request for an informal discussion. If the informal meeting discussion doesn't result in mutually agreeable resolution, the dean or the appropriate administrator will respond to the Grievant within 10 working days of the informal meeting with a written response to the grievant's complaint.

4. If, as a result of the informal discussion with the dean or the appropriate administrator a grievance still exists, the Grievant may, no later than 30 working days following the administrator's response, invoke formal grievance procedures in writing signed by the Grievant by filing the grievance in writing. The grievance shall, at a minimum, state the nature of the grievance, the date of the grievance event, specify the provision(s) of the collective bargaining agreement the grievant believes have been violated, state all remedies requested by the Grievant and shall be signed by the Grievant. One signed paper copy and one electronic copy of the grievance shall be filed with the President of the College or a representative designated by the President of the College and one signed paper copy and one electronic copy with the President of the Senate.
5. Within seven working days from the date of filing, the President of the College or a designee shall meet with the Grievant in an effort to resolve the grievance. The President or the designee shall indicate the disposition of the grievance and accompanying reasoning in writing within seven working days of this meeting.
6. If the Grievant is not satisfied with the disposition of the grievance by the President or the designee or if no disposition has been made within the time limits in Paragraph 5, the grievance shall be transmitted within ten working days to the Board of Trustees by filing a written copy thereof with the Chairman of the Board. The Grievant and/or their representative shall have the right to present oral arguments on the Grievant's behalf to the Board. The Board shall dispose of the grievance within ten working days by notifying the Grievant in writing and shall state its reason in the event the grievance is denied.
7. If the Grievant is not satisfied with the disposition of the grievance by the Board of Trustees, or if no disposition has been made within the period provided in Paragraph 6, he or she may within ten working days after notification of the decision of the Board of Trustees appeal the grievance to arbitration. Such an appeal must be in writing and shall be delivered to the Chairman of the Board of Trustees. The Grievant and the Board, or its representative(s), shall meet within ten working days to attempt to agree on an arbitrator. If the parties are unable to agree on an arbitrator at that meeting, the Grievant and the Board must, within five working days, send a written appeal for an independent labor arbitrator who is a member of the National Academy of Arbitrators to the American Arbitration Association; and an arbitrator shall be appointed under the rules of that body.

8. The Board of Trustees and the Grievant shall bear equally the arbitrator's fees, if any, and other arbitration expenses, exclusive of attorney's fees, incidental to the proceedings. If the Grievant is an individual faculty member, the Senate shall not be required to bear any of the costs of the arbitration.
9. The arbitrator shall confer with the parties and hold hearings promptly and will issue his or her decision not later than twenty working days from the date of the close of the hearing. The decision shall be in writing and will set forth the findings of fact, reasoning, and conclusions on the issues submitted.
10. The arbitrator shall have no power to alter, modify, add to, or subtract from the provisions of this Agreement. The arbitrator's authority shall be limited to deciding the disposition of the grievance as such grievance is described in Paragraph 1 and shall be subject to in all cases the rights, responsibilities, and authority of the parties under the laws of the State of Illinois. The arbitrator shall not usurp the functions of the Board of Trustees under law and this Agreement. The decision of the arbitrator will be accepted in good faith as final by both parties to the grievance and both will abide by the decision. Neither party shall take the decision of the arbitrator to the courts.
11. Persons who may be required by either party to be present for the purpose of this procedure are defined as the Grievant, the appropriate Senate representative(s), the Board representative(s), and witnesses. When hearings are held during working hours, persons required to be present shall be excused without loss of pay.
12. No reprisals of any kind shall be taken against any faculty member or the Senate for participation in any grievance.
13. The number of days indicated at each level shall be considered as maximum and every effort should be made to expedite the process. However, the time limits may be extended by written mutual consent.
14. No documents, communications and records dealing with a grievance shall be filed as part of the personnel files of the participant(s).
15. No disposition of a grievance shall be implemented without prior notification to the Senate and an opportunity for the Senate representative(s) to be present, nor shall any disposition of a grievance be inconsistent with the terms of the Agreement.
16. The Grievant may withdraw the grievance at any level without setting precedent.

17. The Senate shall not cause, engage in, or sanction any strike, slowdown, or other concerted action for the purpose of interrupting the regular work process, because of any grievance procedure.
18. Any step of the grievance procedure may be bypassed by mutual written consent of the Grievant and the Board representative.

ARTICLE VI INSURANCE AND FRINGE BENEFITS

A. Sick Leave

1. At the beginning of each academic year, a full-time faculty member shall be credited with 12 (twelve) days of sick leave. Faculty earn 6 (six) days for the Fall semester and 6 (six) days for the Spring semester. Faculty beginning mid-academic year (Spring semester) shall be credited with 6 (six) days of sick leave. Sick leave days may be used at any time, but subject to the provision of the sick leave policy.
2. A faculty member eligible for sick leave may earn 1 (one) day of sick leave per month for summer school and leave earned during the summer is in addition to the 12 (twelve) days that may have been credited at the beginning of the academic year. No individual may earn more than 14 (fourteen) days sick leave per fiscal year.
3. A faculty member may convert up to 4 (four) earned, unused personal leave days to non-service credit sick leave each fiscal year. Unused non-service credit sick leave is allowed to accumulate without limitation. Faculty members are expected to contact their dean or appropriate administrator if they are not able to report for work. Subsequently, every sick leave day taken must be reported in a timely manner and identified by the Faculty member as non-service credit sick leave or sick leave using the College approved time and attendance management system.
4. Adjunct faculty shall be credited with pro rata sick leave in accordance with the same provisions as full-time faculty members.
5. If more sick leave is used than is earned when a faculty member resigns, retires, or is terminated; it will be deducted from the last pay. If the employee does not have enough earnings available in their last paycheck to cover unaccrued, used sick time, the employee will be expected to make arrangements to repay the College.

B. Sick Leave Bank

1. All full-time and adjunct faculty members are eligible to participate in a college-wide sick bank program.

C. Hospital/Major Medical Insurance

1. The Board will provide hospital and major medical insurance to cover each full-time faculty member. Adjunct faculty members may elect to pay their own insurance premiums for the hospital and major medical insurance. For the duration of this contract, the Board will pay 78% of the premium for either single coverage or dependent coverage and each full-time faculty member will be responsible for 22% of the hospital/major medical insurance premium under the College's plan. Any change in the insurance provider will result in benefits and coverage levels equal to or higher than the current insurance provider. Beginning with FY2025, if the initial annual premium increase is greater than 8% more than the prior plan year, then changes in plan design may be made by the College, unilaterally, once during the lifespan of the CBA to the "Traditional Plan;" provided that such change results in an actuarial value that is at least 95% of the actuarial value of the prior plan year.
2. Dependents eligible for dependent coverage include the faculty member's spouse, dependent children, civil union partner or domestic partner. To qualify for domestic partner coverage, a faculty member must present to the Human Resources Office an affidavit signed by both partners, dated and notarized. The affidavit will certify:
 - a) The partners have been in an exclusive relationship for 12 months and intend to remain together indefinitely.
 - b) The partners are not married to each other or anyone else, or related to each other by blood so closely that state law would prohibit them from being married to each other.
 - c) They are at least 18 years old.
 - d) They own a home together or are jointly listed on a lease.
 - e) They hold at least one joint bank account.
 - f) They are named as each other's beneficiary on life insurance policies.
3. Any full-time faculty member may voluntarily opt out of the College's hospital/major medical health insurance. The option to opt out of health insurance must be renewed each year during the annual health insurance enrollment period. Full-time faculty members may immediately enroll in the College's medical insurance program in the event of a life circumstance including marriage, divorce, birth of a child, or loss of health insurance provided from another source. Faculty members who opt out of the College's

health insurance program will receive \$300 per month in compensation for declining the health insurance benefit.

D. Life Insurance

1. The Board will provide a minimum of \$40,000 or one and one-half the base salary, whichever is greater, group life and accidental death and dismemberment coverage on the life of each faculty member covered by this agreement. The benefit is taxable to the faculty member if insurance exceeds \$50,000.

E. Flexible Spending Plan

1. The College agrees to continue the Flexible Spending account for related medical expenses and childcare.

F. Tuition Reimbursement

1. After the completion of one calendar year of service, educational assistance equaling the cost of the credit up to \$500 per credit hour for an approved course or course equivalent will be made by the College. Total allowable grants shall not exceed \$8,000 to any one person during any two-year period starting at the time initial coursework is commenced. Any salary adjustments because of additional work satisfactorily completed shall be made at the beginning of the next semester's pay cycle following satisfactory course completion. Adjunct faculty are eligible for this benefit. Total allowable grants shall not exceed \$1,800 to any one adjunct faculty member during any two-year period starting at the time initial coursework is commenced.

G. Course Equivalents

1. Course equivalents applying towards salary adjustments will be in minimum increments of 8 clock hours for .5 credit for lecture/discussion based programs and 16 clock hours for .5 credit for work/lab based programs.
2. Course equivalents may also be earned for participation in inservice workshops, programs, and other College approved professional development activities. Sixteen hours of participation in any approved professional development activity will equate to .5 credit.
3. Course equivalents will require prior College approval, plan for evaluation and application to instruction, and proof of completion. Course equivalents shall be converted to credit hours and applied towards salary adjustment the semester following the semester the College receives proof of completion.
4. Course equivalents applying towards salary adjustment are not eligible for tuition reimbursement and may not exceed 36 credit hours (three steps) for

lecture/discussion and work/lab based programs. No more than 6 credit hours may be awarded for inservice workshops and programs.

H. Personal Leave

1. Four days personal leave per year are available for all faculty members upon dean approval. Faculty beginning mid-academic year (spring semester) shall be credited with two days of personal leave. Adjunct faculty are not eligible for this benefit. If a faculty member resigns, retires, or is terminated mid-academic year, any personal leave used in excess of two days will be deducted from the last pay. If the employee does not have enough earnings available in their last paycheck to cover used personal time, the employee will be expected to make arrangements to repay the College.

I. Bookstore Discount

1. Faculty members may purchase clothing and gift items normally carried in the College bookstore at 20 percent discount off retail price. Faculty members may purchase all other items normally carried in the College bookstore at a discount off retail price equal to the markup (not to exceed 20%). Adjunct faculty are eligible for this benefit.

J. Tuition Waiver

1. The Board will provide a scholarship fund for full coverage of tuition, the technology fee, and payment of course fees up to the present rate of a single credit hour of tuition for credit classes only at Highland Community College for all full-time faculty members with no maximum limit providing space is available in the classroom. Spouses and Civil Union partners, dependent children, formerly dependent children under the age of 25, and dependent grandchildren may use the fund to cover tuition for credit classes only at Highland Community College. All fees and supplies remain the responsibility of the faculty member's spouse, Civil Union partners, and eligible children/grandchildren. Adjunct faculty are eligible for this benefit.

K. Travel

1. Travel allowance will be provided by the College upon dean approval and administrative review. If College transportation is available, a request must be made for its use. If College transportation is not available, the College will pay the State approved rate per mile charged to the faculty member's travel budget.

L. Senate President Release Time

1. The Senate President will be given three contact hours of release time each semester during the academic year and one contact hour of release time

during the summer to act as coordinator between the Faculty Senate and the College. As Coordinator between the Faculty Senate and the College, the Faculty Senate President serves on mutually agreed upon college committees and keeps the Administration apprised of Faculty Senate concerns. The Faculty Senate President shall be named by June 1.

M. Tax Sheltered Annuity

1. A tax sheltered annuity program shall be available for purchase by faculty members through payroll deductions at any time of the year. The College shall match each faculty member's contribution to the faculty member's annuity on a dollar for dollar basis up to a limit of \$2,500 for the 2023-2024 contract year, \$2,750 for the 2024-2025 contract year and \$3,000 for the 2025-2026 contract year.

N. Retiree Benefit

1. Faculty members who retire from Highland Community College will be provided with the same athletic event and play benefits as enjoyed by the active faculty. YMCA memberships will be provided on a space-available basis, a lottery being used to select retirement memberships when interest exceeds space available. The following eligibility requirements apply—the retiree must:
 - a. have completed 10 years of full-time employment,
 - b. be receiving SURS benefits.

O. Sick Leave Payout

1. Faculty Intending to convert unused sick leave to cash compensation, as may be permitted by any program of "Sick Leave Payout Program" adopted by the College, must notify the College no later than six (6) months prior to the intended retirement date. If unforeseen emergency circumstances exist that prevent, or impair, the ability of a Faculty member to meet this deadline, application can be made to Human Resources for waiver of the timeline. Consideration of waiver will be processed by HR and a decision issued granting or denying such request; justification of denial will be provided in writing.

ARTICLE VII CONDITIONS OF EMPLOYMENT

A. Duties and Responsibilities of the Faculty Member

1. The duties and responsibilities of the faculty member are found in the faculty job description available from the Human Resources Department. All faculty members are expected to fulfill these duties and responsibilities.

B. Cause for Dismissal

1. It is recognized by the parties that incompetence, neglect of duty, conviction of a felony, noncompliance with the rules and regulations established from time to time by the College Board or any other cause for dismissal recognized by law, may cause the rights of faculty members under this contract to be forfeited and employment to cease. A faculty member's rights to challenge any discharge shall be limited to those rights set forth in the Community College Tenure Act.

2. Disciplinary Procedure

Discipline of faculty members shall only be for cause. The disciplinary process is meant to be corrective and not punitive; many incidents may not result in discipline, but may require only verbal advice, instruction, or counseling. The College agrees that the sequence and severity of disciplinary action will generally be applied in a progressive manner. The disciplinary level contemplated or imposed may vary based upon the employee's past performance record, the nature and severity of the offense or occurrence, and the existence of previous disciplinary action, however, the provisions of this section shall not be applied in an arbitrary or capricious manner. The general disciplinary sequence is as follows:

- a. Verbal reprimand
 - b. Written reprimand
 - c. Suspension
 - d. Suspension without pay
 - e. Dismissal
3. Any disciplinary action of a tenured faculty member shall be in compliance with the Community College Tenure Act. Faculty members shall be entitled to notice of the alleged cause for discipline, the right to representation, and the opportunity to respond prior to scheduling of any disciplinary action. Copies of disciplinary documentation shall be provided to faculty members. Any minutes or notes of a disciplinary meeting will be subject to faculty member review and the faculty member may add additional comments that they desire to be included before the minutes are finalized. A faculty member may, at any step of the discipline process, submit a written response for inclusion into their personnel file. Appeal of the imposition of discipline may be initiated using the grievance procedure, or where dismissal is involved by invoking the process permitted by the Community College Tenure Act.

C. Sabbaticals

1. A sabbatical leave of absence may be awarded to qualified faculty member(s) for the purpose of improving the faculty member's instructional capabilities or directly improving the faculty member's ability to design and implement curriculum or improving the faculty member's ability to serve the students and meet the expectations of Highland Community College. This sabbatical leave is to be differentiated as separate and distinct from other leaves of absence.
2. Faculty members are eligible to apply for either a one semester or a one-year sabbatical leave after completing seven consecutive years of full-time service at H.C.C. Other leaves of absence should not be deemed a break in the continuity of service and shall be included as a year of service in computing the seven consecutive years of service required for sabbatical leave.
 - a. The length of the sabbatical leave may be for one semester or one academic year exclusive of the summer term. (An academic year sabbatical leave shall coincide as closely as possible with a given academic year at Highland Community College.)
 - b. A one academic year sabbatical leave granted to faculty members shall bar the individual from any further sabbatical leave until the completion of six or more years of additional continuous active service. A faculty member taking a one semester sabbatical leave may apply to take the second semester sabbatical leave during any future academic year. Upon completion of the second semester sabbatical leave, the faculty member will not be eligible for any further sabbatical leave until the completion of six or more years of additional continuous active service.
 - c. The purpose of the sabbatical leave shall be to directly improve the classroom instructional service of the faculty member to the College and to the student. As approved by the sabbatical committee, a sabbatical may be taken for four purposes. Each sabbatical category shall be regarded as having equal academic legitimacy with each contributing to the diversity of Highland as a comprehensive community college.
 - (1) A sabbatical leave may be undertaken for full-time study (as defined by the designated institution) or its equivalent, which directly improves classroom instruction. With committee approval, a sabbatical may be undertaken at a less than full-time study load and with a proportionate salary reduction.
 - (2) A sabbatical leave for work experience may be undertaken for work experience which directly improves classroom instruction. Work experience sabbaticals should be available to faculty members who intend to work in fields related to their professional growth as classroom instructors. If no salary is to be paid by the employer, the

College will pay at the normal sabbatical rate and all fringe benefits shall remain in force. In a situation where the employer does pay a salary, this shall be administered on a contract basis between the College and the employer. The amount of salary to be paid to and fringe benefits received by the faculty member shall be negotiated between the College, the employer, and the faculty member. At the minimum, the salary shall be no lower than the applicable sabbatical rate; and fringe benefits shall be equal to those received by full-time faculty members.

- (3) A sabbatical leave may be undertaken for the purpose of scholarship or research which directly improves classroom instruction. Such a sabbatical may lead to, but is not limited to, the publication of a book or article, or other project which enhances the applicant's knowledge of their area of study and teaching.
- (4) A sabbatical may be undertaken for the purpose of study not related to the completion of an academic degree. This may include, but is not limited to faculty exchanges or study abroad which directly improves classroom instruction.
- d. The recipient of a sabbatical leave must agree in writing to return to service for a two-year term after completion of the sabbatical leave. If such agreement is not fulfilled, the recipient shall be expected to repay the monies received while on sabbatical leave to the College under such procedures as shall be determined by the College.
- 3. A sabbatical leave shall be granted on either a one-semester or an academic year basis. The amount of salary paid for a one-semester sabbatical leave shall be three-eighths of the faculty member's contracted base salary for the nine-month academic year in which the sabbatical leave is taken. For the semester of teaching during the remainder of the year of his or her one-semester sabbatical leave, the faculty member shall be paid according to the salary schedule in effect during that semester. The amount of salary paid for an academic year sabbatical leave shall be three-fourths of the faculty member's contracted base salary for the nine-month academic year in which the sabbatical leave is taken. The salary shall be paid in the same manner as it would be if the faculty member were not on a leave of absence. While on sabbatical leave, the recipient will not be eligible for educational assistance under Article VI-F.
- 4. Return to Service
 - a. Salary increments and retirements
 - (1) The sabbatical leave of absence shall be considered as time in service for salary schedule or negotiable purposes.

- (2) The sabbatical leave of absence shall be considered as time in service for retirement purposes in accordance with SURS requirements. Retirement deductions will be based on the salary received and the percent deducted for retirement purposes for that year.
 - (a) The recipient must be reinstated in the position held by the faculty member at the time the sabbatical was granted provided that position still exists, unless the faculty member otherwise agrees to accept another position. In the event the position does not exist and the recipient does not accept another position, the recipient would not be obligated to repay the monies received while on sabbatical leave.
 - (b) Each recipient granted a sabbatical is required to submit a written progress report to the recipient's Sabbatical Committee, the division dean and the Chief Academic Officer at the midpoint of their approved sabbatical. Any modification of the original application for sabbatical leave must be submitted to the Sabbatical Committee before the midpoint of the approved sabbatical leave. Lack of progress toward completion of the goals of the sabbatical leave as determined by the Sabbatical Committee, the Chief Academic Officer, and the President may be cause for revocation of the sabbatical leave and repayment of any salary or reimbursement received as a result of granting the sabbatical.
 - (c) Within sixty days of returning to duty, a final report is to be submitted in writing to the Sabbatical Committee, division dean and the Chief Academic Officer. Also, a presentation related to the accomplishment of the goals of the sabbatical will be given to the President and the Board of Trustees.
 - (d) The recipient shall submit to the Chief Academic Officer a transcript of credits received for in-residence study. Upon return to duty, the recipient shall be expected, if called upon, to share the experience with interest groups throughout the H.C.C. District.
5. The following guidelines are to be followed in determining the number of faculty members permitted a sabbatical leave in any one year:
 - a. One sabbatical leave of one year in length may be supported in any one academic year. Two sabbaticals each of one semester in length, occurring in different semesters, may be supported in any one academic year. Only one faculty member may be on sabbatical leave at any one time.
 - b. In the case that multiple proposals are received by the Sabbatical Committee, they will be ranked on the basis of the quality of the proposal,

the enhancement of student learning outcomes, and applicability to College priorities and/or objectives. Preference will be given to faculty applications submitted due to the reduction in size or phase out of a faculty member's academic program and the resulting need for retraining to satisfy projected instructional needs.

- c. The 1972 A.A.U.P. statement on leaves of absence shall be used as a guide in determining the final choices for a sabbatical leave of absence.

6. Sabbatical Application Procedure

- a. The sabbatical application must outline the purpose of the sabbatical, what activities will be pursued, and the timeframe of the sabbatical. Sabbatical leave applications must be submitted to the division dean for input and consultation by October 1st of the year preceding the school year for which the sabbatical is desired. The dean shall forward completed applications to the Faculty Sabbatical Committee by November 1st.
- b. The faculty committee shall consist of one faculty member from the Humanities/Social Science/Fine Arts Division, Natural Science and Mathematics Division, Nursing and Allied Health Division, and the Business and Technology Division. The committee shall also include one academic dean from outside the division where the applicant teaches. The academic dean will be selected by the Chief Academic Officer. It is the Faculty Senate's responsibility to implement the procedure of selecting the faculty members on the committee. The committee will be chaired by the Vice-President of the Faculty Senate or the Faculty Senate President's designee if necessary.
- c. The sabbatical request, if approved by the sabbatical committee, shall be presented to the Chief Academic Officer no later than December 1st. In the event the Chief Academic Officer does not concur with the recommendations of the committee, the Chief Academic Officer shall, within ten academic days of receipt, return the request to the committee, giving the reasons for the action. The Sabbatical Committee, after receiving the statement of the Chief Academic Officer, shall either accept or reject the Chief Academic Officer's recommendation and may submit the request to the President for presentation to the Board of Trustees at the regular January meeting of the Board.
- d. If the sabbatical committee rejects the Chief Academic Officer's recommendation, the President will review the sabbatical request and either approve or deny the request and present a recommendation of such to the Board of Trustees. If the sabbatical request is approved by the Chief Academic Officer, the proposal shall be submitted to the President who will review the sabbatical request and prepare a recommendation to

present to the Board of Trustees for final approval at the January Board meeting. The applicant shall be informed of the Board decision not later than the day following the regular January Board meeting.

D. Maternity/Paternity Leave

1. If time off for maternity/paternity is needed, the faculty member may use earned sick leave prior to the birth or adoption of a child. The effective date may be at most three months before the anticipated birth of the child. Maternity/paternity leave is granted in accordance with College Policies 4.13 and 4.131, Leave of Absence and Family and Medical Leave of Absence, respectively.

E. Leave Without Pay

1. All requests for leave without pay are to be submitted to the dean. The request for leave without pay may be granted or refused through approval of the dean and Chief Academic Officer, and the requestor shall be so notified.
2. Requests for leave must be submitted as much in advance as reasonably possible of the date the leave is requested to commence; however, under certain circumstances it is recognized that this request may be after the initial period of absence.
3. This policy does not alter or conflict with other types of leave, although the faculty member may request an extension of those days through the application of this policy. Ordinarily leave without pay may be granted up to a period of one year. If a faculty member desires additional leave time beyond the original expiration date, another request must be submitted and such request may be granted or refused.
4. At the termination of this type of leave the faculty member shall be restored to his or her former position providing that it still exists, otherwise, if reasonably possible to one of similar requirements and compensation. Faculty members hired as replacements for those who are on leave without pay are to be hired with the mutual understanding that their employment is contingent upon the return of the person that they are replacing. When a person returns from leave without pay and he or she is not physically or mentally qualified to perform the duties of his or her former or equivalent position the College will make a reasonable effort to offer the faculty member employment in a position which his or her physical and mental condition permits the faculty member to perform, at the rate of normal compensation provided for that position.
5. All fringe benefits and credit for employment will be forfeited for only the year on leave without pay. When and if the recipient is reinstated, according to the

policy, he or she will receive credit for full-time employment previous to the leave for purposes of salary schedule placement.

F. Class Load

1. A full-time teaching load shall normally be a maximum of 30 contact hours per academic year with up to 15 contact hours per semester. Laboratory, physical education activity hours, open-entry open-exit laboratory hours, and studio art labs shall be equated according to the tables below. Open-entry open-exit laboratories shall be defined as a learning station in which students enroll on an open-entry open-exit basis with individualized instruction.

a. Teaching Delivery Methods

1. For college credit courses, 50 minutes of classroom time by each of the following methods will be converted to contact hours by the formula listed below for determining teaching load.

50 min. lecture	= 1.0 contact hours
50 min. nursing clinical	= 1.0 contact hours
50 min. laboratory	= 1.0 contact hours
50 min. physical ed. activity hours	= 0.5 contact hours
50 min. open lab	= 0.7 contact hours
50 min. math lab	= 0.75 contact hours
50 min. studio art lab	= 0.75 contact hours

2. For faculty teaching non-credit in-house classes, each clock hour shall be equivalent to 1/16 of a contact hour.
3. Courses utilizing alternative delivery (i.e. online, hybrid) shall conform to the same loading they would have under traditional delivery methods.

b. Tutorial Load

1. The following policy will apply to all tutorial teaching situations for all part-time, adjunct, and full-time faculty. Tutorial teaching will include independent study, one-on-one instruction, and any other undersized credit class that the administration decides to hold and that the faculty member agrees to accept.

$$0.1 \text{ factor} \times \text{contact hours} \times \text{number of students} = \text{tutorial load}$$

2. Maximum tutorial load = 5.0 for full-time and adjunct faculty and 2.0 for part-time faculty.

c. Applied Music Instruction

1. Tutorial teaching for applied music classes shall be determined according to the following formula:

Classroom time x teaching factor x tutorial factor x number of students.

$$1 \text{ hour} \times 2.0 \times .1 \times 1 = 0.2$$

$$\frac{1}{2} \text{ hour} \times 2.0 \times .1 \times 1 = 0.1$$

2. Maximum applied music load = 3.0 for full-time and adjunct faculty and 2.0 for part-time faculty.

d. Non-Credit Customized Training Assignments

1. For non-credit customized courses faculty members will work with the Business Institute to determine market rate for instructing a customized class.

e. Alternative Load Assignments

1. If adequate enrollments do not develop to provide a full normal class load to a faculty member having a differential position(s), the faculty member may be required to include all or a pro-rata portion of this differential as part of the normal class load. The faculty member with differential responsibility shall have the option of requesting release time or a pro-rata portion thereof to be applied to the normal class load. If this occurs, that portion of the differential to be applied toward the class load will be mutually determined by the appropriate dean, Chief Academic Officer, faculty member involved, and the Senate President.
2. For situations where a course has been determined to be low enrolled and the course load is part of the instructor's regular teaching load and is part of the instructor's overload, the regular load portion of the course will be loaded as if the class is fully attended and the overload portion will be calculated using the formula:

$$0.1 \text{ factor} \times \text{contact hours} \times \text{number of students} = \text{load}$$

3. Faculty members' class loads may be reduced one or more classes in a given semester or semesters in order to undertake a special project or to develop departmental recruiting. Faculty members may be allowed release time up to the course contact hours to develop course material or new delivery methods. An advisory committee consisting of the Chief Academic Officer, the faculty member involved, and the appropriate dean shall determine and approve the amount of class

load reduction depending on the complexity, scope and duration of the activity. The Board retains the sole discretion as to whether class loads shall be reduced.

G. Class Size

1. Class size limits shall be determined by the dean after consultation with the Chief Academic Officer and the faculty members involved. Types of instruction as well as equipment and facilities available, make class size a variable factor. In no case, however, shall a class limit be set below 15 students without the permission of the Chief Academic Officer. The Administration reserves the right to cancel any class with fewer than 15 students enrolled, unless the limits for that class were set below that figure by the Chief Academic Officer and dean.

H. Office Hours

1. It is required that faculty members establish and maintain a minimum of 250 minutes of posted office hours each week in increments of 30 minutes or more. Faculty office hour schedules shall be submitted to the appropriate supervising dean or vice president. Faculty are expected to fulfill their scheduled office hours each week and if circumstances prevent a faculty member from meeting this responsibility, the faculty member should, if possible, provide advance notice to their students and the division office. In addition to posted office hours, it is expected that the faculty member will be available for student consultation subject to confirmation of appointment between the faculty member and student.

I. Facilities

1. Facilities will be provided for lounges, office spaces, and parking areas, separate from those for students, on the interim and permanent campuses.

J. Vacancies

1. All faculty members will be informed of any new or existing faculty or administrative position vacancies on the College staff as they become available. Notice of a new position vacancy will include a job description.

K. Adjunct Faculty

1. Adjunct faculty teaching more than 10 contact hours up to a maximum of 13 contact hours will receive salaries computed on a pro rata basis of the full-time contract. They will receive fringe benefits as indicated in the agreement. Adjunct faculty members will not be eligible for tenure. They must maintain office hours and may have additional responsibilities such as assisting with curriculum development, advising and college committees.

L. Part-Time Faculty

1. No part-time instructor will be hired to teach more than 10 contact hours in college credit courses per semester.

M. Interviewing Committee

1. The Senate President and two faculty members selected by the Senate shall serve as representatives on an Interviewing Committee for a review of applicants selected for interview, prior to hiring, of a new College President or Vice President.
2. Faculty members of a division shall be allowed to interview applicants being considered for the position of dean. They shall be allowed to express their opinions, in writing, or individually or collectively, to the Chief Academic Officer, and the President of the College. These comments shall be considered privileged information and shall remain in the confidence of those persons to whom the comments are directed.
3. Guidelines for the Interviewing Committee for the selection of full-time faculty may be found in the College's Affirmative Action Plan located on the General drive under HR/Payroll Resources. The guidelines may also be found in the Faculty Handbook.

N. Academic Calendar

1. The Senate shall have the opportunity to review proposed academic calendars and shall have the right to present recommendations to the President of the College.

O. Extension Courses

1. A faculty member shall not be required to teach more than one extension course per year. If a faculty member does not intend to utilize their personal vehicle for transportation to and from an off-site extension course, the faculty member shall request transportation from the College. Such request for transportation shall be made from the faculty member within a reasonable period of time prior to the date of travel (reasonable period of time shall normally be at least 3 business days prior to travel to allow the College sufficient time to coordinate transportation. Exceptions shall be made when the need for the transportation is due to circumstances unknown to the faculty member three business days prior; i.e. car trouble). The College may provide the faculty member with a College vehicle, a rental vehicle, or other suitable transportation at the option of the College. If an instructor utilizes their personal vehicle the instructor shall be reimbursed pursuant to IRS regulations which are in effect for the date of such travel.

P. Professional Development Account

1. A minimum of \$17,700 will be set aside each year in the college budget for faculty professional development. The deans will administer these funds. These professional activities may include, but are not limited to, conferences, workshops, memberships in professional organizations, and other activities that support and enhance the full-time faculty member's academic responsibilities.

Q. Smoking

1. Smoking is banned in all Highland Community College buildings. Smoking is banned in all vehicles in the College fleet.

R. Intellectual Property and Ownership of Course Materials

1. A faculty member, upon approval by the dean, who develops a new course or significantly changes the modality of an existing course shall have the right of first refusal to teach a section of that course for six years after the beginning of the first semester in which the course was offered with the following exception: a) Seniority (years of full-time service teaching at the College) is being compromised. b) Another qualified faculty member needs that course to make load, there are no other courses from another source that can be assigned to the underloaded instructor, and the temporary reassignment of the course will not jeopardize the load of the developer. c) If an instructor has been deemed ineffective through the tenure and faculty evaluation process. Right of first refusal does not preclude another faculty member from developing the same course when enrollment deems it necessary.
2. Ownership of course materials resides with the individual who authored them, except when additional compensation is received for development of those materials. This includes, but is not limited to online course materials, course outlines, tests, handouts, study guides, lab guides, and lecture notes or slides created by the faculty member.
3. Although these course materials may not be accessed or shared without the expressed consent of the faculty member who created them, the College has the right to access materials for the following reasons: to fulfill requests from accrediting agencies; in the event of a sudden leave of absence; when responding to formal grade appeals; and when completing formal evaluations of instruction. Technical support staff may access online course materials with the instructor's permission in order to troubleshoot or provide technical support.
4. If faculty have received additional compensation from the College for developing course materials, ownership of those materials lies with the College.

ARTICLE VIII SALARY AND RATES OF PAY

A. Distribution of Pay

1. Standard procedure will be to remunerate all faculty members on a 12-month basis payable every other Friday (Thursday during the Summer) unless a faculty member requests in writing that payment be paid according to the member's contract length. These payments would also be made on every other Friday (Thursday during the Summer).

B. Overload Policy and Pay Formula

1. Faculty members may be permitted overload/tutorial sections with the recommendation of his or her dean and the approval of the Chief Academic Officer and Board. A faculty member may not be required to teach more than a normal load. All overload/tutorials should be reviewed jointly by the dean and the Chief Academic Officer.
2. A faculty member hired to teach high school courses full-time may be required to teach more than a normal load.
3. Any faculty member may also instruct within the Lifelong Learning department. The rate to be paid will be determined by the head of the Lifelong Learning department based on current Lifelong Learning rates.
4. A faculty member will receive 2.5% of the MA-0 base pay for each overload or tutorial load hour above 15 up to and including 18 contact hours, 2.75% of the MA-0 base pay for each overload or tutorial load hour above 18 up to and including 21 contact hours, and 3.0% of the MA-0 base pay for each overload or tutorial load hour above 21 contact hours each fall or spring semester. Reimbursement shall be paid during the semester in which the overload/tutorial occurs. Performing arts individualized instruction (applied music) shall be reimbursed at an amount equal to the student fee charged for the course (e.g. Music 171 and 172).
5. In any given semester, the total of overload contact hours shall not exceed (1) two additional class sessions, or (2) six contact hours over the normal load. Tutorial hours in addition to this will be limited by the 5.0 maximum tutorial load as defined in VII-F.1.
6. Except in the most extreme cases (to be determined by the Chief Academic Officer) no tutorial shall be offered in on-campus classes currently open to enrollment.

7. Every effort will be made by the dean and Chief Academic Officer to incorporate overload/tutorial sections, as far as possible, into the faculty member's regular load.
8. If any person or group believes that a program is being jeopardized by the restrictions in 4 and 5 above, that person(s) should request council with the dean and Chief Academic Officer who may waive the above restrictions. The Chief Academic Officer should give reasons in writing to the Senate for any such waivers. The approval or denial of a waiver for one instructor creates no precedence when considering a waiver for another instructor, nor does the approval of a waiver for one instructor create any expectation that a waiver is appropriate for any other instructor.
9. Development of customized training courses may either be reimbursed or may count towards fulfillment of load if approved by the full time or adjunct faculty member's division dean. However, a faculty member may not receive compensation for course development activities that are counted towards the faculty member's load. The number of hours to be reimbursed for customized course development will be agreed upon between the faculty member, the Business Institute, and the faculty member's immediate supervisor. The full time or adjunct faculty member who develops customized training courses will work with Business Institute staff to determine an hourly market rate for instructing and development of training course materials. Typically, the rate of pay would be five percent of overload rate (2.5% of MA + 0 base pay amount). The rate may increase or decrease due to market demand. However, the rate will never be less than (1.5% of MA + 0 base pay amount). If development of customized training courses is counted towards load rather than reimbursement, each clock hour shall be equivalent to 1/16 of a contact hour. Full time and adjunct faculty members acting as consultants representing the College in non-teaching assignments will be paid at a rate of five percent of overload rate (2.5% of MA + 0 base pay amount) per clock hour. Development/Consultant fee equivalents will not count towards load once a faculty member's load reaches 15 contact hours.

C. Summer School, Pre-Session, and Inter-Session Pay Formula

1. The rate of pay for teaching summer school shall be 2.5% of the MA-0 rate for each contact hour. If an individual course enrollment is not sufficient for the course to be offered, upon approval of the dean, a faculty member will have the option of teaching the course at a pro rata fraction of the above rate of pay based upon the course enrollment.

D. The Salary Schedule is attached to the contract (pages 30-32).

E. The Salary Index is attached to the contract (page 33-34).

F. Base Pay Figure

1. For the academic year 2023-2024, the base salary for a faculty member with MA-0 and no experience will be \$55,897; for academic year 2024-2025, the base salary will be \$57,574; for the academic year 2025-2026, the base salary will be \$59,301 and adjust the Salary Schedule, Article VIII-D accordingly each year by applying the Salary Index set forth in Article VIII-E.

[illegible]

2024-2025 SALARY SCHEDULE

				BASE SALARY	57,574								
				STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
				BA, VOCATIONAL CERTIFICATE +36, AND/OR COMPARABLE EXPERIENCE	BA + 12 OR STEP 1+12	BA + 24 OR STEP 1+24	MA OR STEP 1+36	MA + 12 OR STEP 1+48	MA + 24 OR STEP 1+60	MA + 36	MA + 48	MA + 60	DA OR EQUIV. DOC. DEG.
YEARS	VOCATIONAL CERTIFICATE	VOCATIONAL CERTIFICATE +12	VOCATIONAL CERTIFICATE +24										
0	44,788	46,923	49,053	51,183	53,314	55,444	57,574	60,741	63,985	67,131	70,355	73,622	76,746
1	46,923	49,053	51,183	53,314	55,444	57,574	59,704	62,871	66,085	69,262	72,486	75,652	78,876
2	49,341	51,471	53,601	55,732	57,862	59,992	62,122	65,289	68,513	71,680	74,904	78,070	81,284
3	51,701	53,832	55,962	58,092	60,222	62,353	64,483	67,707	70,874	74,088	77,284	80,486	83,655
4	54,350	56,480	58,610	60,741	62,871	65,001	67,131	70,355	73,522	76,746	79,913	83,137	86,303
5	57,056	59,186	61,316	63,447	65,577	67,707	69,837	73,004	76,228	79,395	82,619	85,785	88,909
6	59,704	61,834	63,965	66,095	68,225	70,355	72,486	75,652	78,876	82,043	85,267	88,434	91,658
7	62,353	64,483	66,613	68,743	70,874	73,004	75,134	78,358	81,525	84,749	87,915	91,140	94,306
8	65,001	67,131	69,262	71,392	73,522	75,652	77,782	81,007	84,173	87,397	90,584	93,788	96,955
9	67,707	69,837	71,968	74,098	76,228	78,358	80,488	83,655	86,879	90,046	93,270	96,436	99,681
10	70,355	72,486	74,616	76,746	78,876	81,007	83,137	86,303	89,528	92,694	95,918	99,085	102,309
11	73,004	75,134	77,264	79,395	81,525	83,655	85,785	88,779	92,176	95,400	98,567	101,791	104,957
12	75,652	77,782	79,913	82,043	84,173	86,303	88,434	91,370	94,594	97,761	100,986	104,151	107,376
13	78,401	80,531	82,661	84,791	86,921	89,051	91,181	94,217	97,441	100,665	103,845	106,969	109,736
14	81,149	83,279	85,409	87,539	89,669	91,799	93,929	96,965	100,189	103,413	106,587	109,701	112,825
15	83,898	86,028	88,158	90,288	92,418	94,548	96,678	99,714	102,938	106,162	109,336	112,460	115,584
16													
17													
18													
19													
20													
21													

2025-2026 SALARY SCHEDULE

2025-2026 SALARY SCHEDULE														
				BASE SALARY										
					STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
				BA, VOCATIONAL CERTIFICATE +36, AND/OR COMPARABLE EXPERIENCE										
YEARS	VOCATIONAL CERTIFICATE	VOCATIONAL CERTIFICATE +12	VOCATIONAL CERTIFICATE +24		BA + 12 OR STEP 1+12	BA + 24 OR STEP 1+24	MA OR STEP 1+36	MA + 12 OR STEP 1+48	MA + 24 OR STEP 1+60	MA + 36	MA + 48	MA + 60		DA OR EQUIV. DOC. DEG.
0	48,136	48,330	50,524	52,719	54,913	57,107	59,301	62,593	65,883	69,145	72,466	75,727		79,048
1	48,330	50,524	52,719	54,913	57,107	59,301	61,495	64,757	68,078	71,339	74,660	77,922		81,242
2	50,821	53,015	55,209	57,403	59,596	61,792	63,986	67,247	70,568	73,830	77,151	80,412		83,733
3	53,252	55,446	57,641	59,835	62,029	64,223	66,417	69,738	73,000	76,320	79,582	82,903		86,164
4	55,980	58,174	60,368	62,563	64,757	66,951	69,145	72,466	75,727	79,048	82,310	85,631		88,892
5	58,767	60,961	63,155	65,350	67,544	69,738	71,932	75,194	78,515	81,776	85,097	88,358		91,679
6	61,495	63,689	65,883	68,078	70,272	72,466	74,660	77,922	81,242	84,504	87,825	91,086		94,407
7	64,223	66,417	68,611	70,805	73,000	75,194	77,388	80,709	83,970	87,291	90,553	93,873		97,135
8	66,951	69,145	71,339	73,533	75,727	77,922	80,116	83,437	86,698	90,019	93,280	96,601		99,863
9	69,738	71,932	74,126	76,320	78,515	80,709	82,903	86,164	89,485	92,747	96,068	99,329		102,650
10	72,466	74,660	76,854	79,048	81,242	83,437	85,631	88,892	92,213	95,475	98,795	102,057		105,378
11	75,194	77,388	79,582	81,776	83,970	86,164	88,358	91,442	94,941	98,262	101,523	104,844		108,106
12	77,922	80,116	82,310	84,504	86,698	88,892	91,086	94,111	97,432	100,693	104,014	107,276		110,596
13	78,692	80,946	83,140	85,334	87,588	89,782	91,976	94,779	98,863	103,184	106,446	109,768		113,028
14	79,463	81,717	83,970	86,164	88,477	90,671	92,925	97,226	102,294	106,378	109,639	111,960		115,222
15	80,234	82,547	84,800	87,054	89,367	91,581	93,873	98,677	103,302	107,572	110,834	114,154		117,416
16							94,783	99,686	104,310	108,639	113,026	116,349		119,610
17								100,693	105,378	109,707	114,164	118,543		121,804
18									106,445	110,834	115,281	119,729		123,050
19										111,980	116,408	120,915		124,296
20											117,984	122,101		125,540
21												123,346		126,786

Faculty Salary Index 2023-2024

YEARS	VOCATIONAL CERTIFICATE	VOCATIONAL CERTIFICATE +12	VOCATIONAL CERTIFICATE +24	STEP 1 BA, VOCATIONAL CERTIFICATE +36, AND/OR COMPARABLE EXPERIENCE	STEP 2 BA + 12 OR STEP 1+12	STEP 3 BA + 24 OR STEP 1+24	STEP 4 MA OR STEP 1+36	STEP 5 MA + 12 OR STEP 1+48	STEP 6 MA + 24 OR STEP 1+60	STEP 7 MA + 36	STEP 8 MA + 48	STEP 9 MA + 60	STEP 10 DA OR EQUIV. DOC. DEG.
0	0.778	0.815	0.852	0.889	0.926	0.963	1.000	1.055	1.111	1.166	1.222	1.277	1.333
1	0.815	0.852	0.889	0.926	0.963	1.000	1.055	1.092	1.148	1.203	1.259	1.314	1.370
2	0.857	0.894	0.931	0.968	1.005	1.042	1.079	1.134	1.19	1.245	1.301	1.356	1.412
3	0.898	0.935	0.972	1.009	1.046	1.083	1.12	1.176	1.231	1.287	1.342	1.398	1.453
4	0.944	0.981	1.018	1.055	1.092	1.129	1.166	1.222	1.277	1.333	1.388	1.444	1.499
5	0.991	1.028	1.065	1.102	1.139	1.176	1.213	1.268	1.324	1.379	1.435	1.49	1.546
6	1.037	1.074	1.111	1.148	1.185	1.222	1.259	1.314	1.37	1.425	1.481	1.536	1.592
7	1.083	1.12	1.157	1.194	1.231	1.268	1.305	1.361	1.416	1.472	1.527	1.583	1.638
8	1.129	1.166	1.203	1.24	1.277	1.314	1.351	1.407	1.462	1.518	1.573	1.629	1.684
9	1.176	1.213	1.25	1.287	1.324	1.361	1.398	1.453	1.509	1.564	1.62	1.675	1.731
10	1.222	1.259	1.296	1.333	1.37	1.407	1.444	1.499	1.555	1.61	1.666	1.721	1.777
11	1.268	1.305	1.342	1.379	1.416	1.453	1.49	1.542	1.601	1.657	1.712	1.768	1.823
12	1.314	1.351	1.388	1.425	1.462	1.499	1.536	1.587	1.643	1.698	1.754	1.809	1.865
13	1.327	1.365	1.402	1.439	1.477	1.514	1.551	1.632	1.684	1.74	1.795	1.851	1.906
14	1.34	1.378	1.416	1.453	1.492	1.529	1.567	1.648	1.725	1.777	1.832	1.888	1.943
15							1.583	1.664	1.742	1.814	1.869	1.925	1.98
16							1.681	1.759	1.832	1.906	1.962	2.017	
17								1.777	1.85	1.925	1.999	2.054	
18									1.869	1.944	2.019	2.075	
19										1.963	2.039	2.096	
20											2.059	2.117	

Faculty Index for 2024-2025 & 2025-2026													
				STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
YEARS	VOCATIONAL CERTIFICATE	VOCATIONAL CERTIFICATE +12	VOCATIONAL CERTIFICATE +24	BA, VOCATIONAL CERTIFICATE +36, AND/OR COMPARABLE EXPERIENCE	BA + 12 OR STEP 1+12	BA + 24 OR STEP 1+24	MA OR STEP 1+36	MA + 12 OR STEP 1+48	MA + 24 OR STEP 1+60	MA + 36	MA + 48	MA + 60	DA OR EQUIV. DOC. DEG.
0	0.778	0.815	0.852	0.889	0.926	0.963	1	1.055	1.111	1.166	1.222	1.277	1.333
1	0.815	0.852	0.889	0.926	0.963	1	1.037	1.092	1.148	1.203	1.259	1.314	1.37
2	0.857	0.894	0.931	0.968	1.005	1.042	1.079	1.134	1.19	1.245	1.301	1.356	1.412
3	0.898	0.935	0.972	1.009	1.046	1.083	1.12	1.175	1.231	1.287	1.342	1.398	1.453
4	0.944	0.981	1.018	1.055	1.092	1.129	1.166	1.222	1.277	1.333	1.388	1.444	1.499
5	0.991	1.028	1.065	1.102	1.139	1.176	1.213	1.268	1.324	1.379	1.435	1.49	1.546
6	1.037	1.074	1.111	1.148	1.185	1.222	1.259	1.314	1.37	1.425	1.481	1.536	1.592
7	1.083	1.12	1.157	1.194	1.231	1.268	1.305	1.361	1.416	1.472	1.527	1.583	1.638
8	1.129	1.166	1.203	1.24	1.277	1.314	1.351	1.407	1.462	1.518	1.573	1.629	1.684
9	1.176	1.213	1.25	1.287	1.324	1.361	1.398	1.453	1.509	1.564	1.62	1.675	1.731
10	1.222	1.259	1.296	1.333	1.37	1.407	1.444	1.499	1.555	1.61	1.666	1.721	1.777
11	1.268	1.305	1.342	1.379	1.416	1.453	1.49	1.542	1.601	1.657	1.712	1.768	1.823
12	1.314	1.351	1.388	1.425	1.462	1.499	1.536	1.587	1.643	1.698	1.754	1.809	1.865
13	1.327	1.365	1.402	1.439	1.477	1.514	1.551	1.632	1.684	1.74	1.795	1.851	1.906
14	1.34	1.378	1.416	1.453	1.492	1.529	1.567	1.648	1.725	1.777	1.832	1.888	1.943
15	1.353	1.392	1.43	1.468	1.507	1.544	1.583	1.664	1.742	1.814	1.869	1.925	1.98
16							1.598	1.681	1.759	1.832	1.906	1.962	2.017
17								1.696	1.777	1.85	1.925	1.999	2.054
18									1.795	1.869	1.944	2.019	2.075
19										1.888	1.963	2.039	2.096
20											1.983	2.059	2.117
21												2.08	2.138

G. Differentials

1. Each spring a faculty member or administrator may submit a proposal to create a new differential position, or to modify or eliminate an existing differential position. Such a proposal should include job description, justification, and method and amount of remuneration.
2. **STEP I – Before May 1 the proposal is initiated by a faculty member or administrator by sending copies of the proposal to the Chief Academic Officer and to the President of the Senate.**
3. **STEP II – Within ten working days after receiving the proposal, the Chief Academic Officer shall call a meeting of the Chief Academic Officer, the initiator, the appropriate divisional dean, a Senate representative, interested applicants for a new position or the individual holding the established differential. These individuals may discuss the proposal and make recommendations to the initiator.**

The initiator may, on the basis of the result of the discussion:

1. withdraw the proposal;
 2. resubmit as in Step I a new proposal; or
 3. continue to Step III.
4. **STEP III – Within five working days, the initiator will present the proposal to the Senate Negotiating Committee for discussion. The Committee may advise, approve or disapprove. The initiator may:**
 1. withdraw;
 2. resubmit; or
 3. continue to Step IV.
 5. **STEP IV – At the next Board meeting, the Board shall approve or disapprove the proposal.**
 6. **STEP V – If the Board approves the proposal, it will be included in the Agreement (Appendix A). If the Board disapproves the proposal, the initiator may:**
 1. withdraw; or
 2. resubmit a new proposal via this procedure.
 7. **If, because of an unforeseen resignation, reorganization, or federal/state requirement it is necessary to change, eliminate, or add a differential position**

after the May 1 deadline, the above procedure will be followed in presenting the proposal to the Board.

8. Any differential position not filled for three (3) consecutive years shall be removed from the differential list in Appendix A.
9. A faculty member may be awarded more than one differential assignment per academic year with the approval of the Chief Academic Officer.

H. Supervision of Part-Time Employees

1. When deans make a request for a faculty member to devote significant time and effort to hiring and supervising activities involving part-time employees, (includes dual credit instructors), the dean will recommend compensation. This recommendation shall then be submitted to the Chief Academic Officer, and made available to the Faculty Senate upon request. The compensation shall be a maximum of 0.5% of the base salary (MA-0) per supervisee per semester.

I. Salary and Rates of Pay

1. When a faculty member develops or evaluates a proficiency examination, the faculty member will be compensated according to the following scale:

Development of a written proficiency examination	\$50.00
Development of a lab proficiency examination	\$50.00
Evaluation of a written proficiency examination	\$50.00
Evaluation of a lab proficiency examination	\$50.00

Copies of developed proficiency exams will be kept in the Division office.

2. When a faculty member observes a part-time or dual credit instructor according to the procedures outlined in Policy 4.35, the faculty member will be compensated \$75.00 per observation.

J. Planned Retirement Program

1. To enhance long range planning on the part of full time faculty members and the College, faculty members may submit an irrevocable written notice of retirement to the Director of Human Resources up to three years in advance of their retirement date. Upon acceptance of the retirement by the Board of Trustees, qualified employees will receive a raise of up to 3.25% on their base salary for each of the last years of service. This raise will default to an annual 3.25% if the faculty member's annual earnings are equal to or less than the previous year's earnings. If the faculty member's annual earnings otherwise increase in a given year due to circumstances other than this

planned retirement program, the retirement program raise will be reduced so that the annual increase equals 3.25%. Earnings for the purposes of this provision are defined as any earnings used to calculate the Final Rate of Earnings (FRE) as defined by SURS. Disclaimer: It is agreed that the College is not responsible for any earnings that might be disallowed by SURS, impacting an individual faculty member, in the calculation of any pension annuity.

2. A faculty member may participate in the Planned Retirement Program for less than three years, but may not exceed three years.
3. At the discretion of the Board of Trustees, the number of planned resignations may be limited to 10% of the full time faculty per year. Should the Board exercise this option, resignations will be accepted on a seniority basis.
4. To be eligible for the Planned Retirement Program, faculty must submit an irrevocable written notice of retirement to the Human Resources Director up to two years in advance of their retirement date and meet one of the following criteria at the time the notice of retirement is presented:
 - a. At least 62 years old and 15 years of SURS or any reciprocal pension system service credit; or
 - b. At least 55 years old and 20 years of SURS or any reciprocal pension system service credit; or
 - c. Any age with 30 years of SURS or any reciprocal pension system service credit; or
6. Participation in the Planned Retirement Program will have no effect on the accumulation of accrued unused sick days or the conversion of sick days toward years of service for retirement.
7. Beginning with the fall term of the 2020-2021 academic year, an eligible individual desiring to enroll in the Planned Retirement Program will submit a written notice of retirement at least 60 days prior to the beginning of the semester in which any salary adjustments will occur.
8. The Planned Retirement Program provision, absent affirmative agreement by the Board and the Faculty, will not automatically continue within the body of the Faculty Contract. It is the express intent of the Board that this provision sunset at the expiration of this agreement.

ARTICLE IX LAYOFF AND REINSTATEMENT PROCEDURE

A. Program Review

1. Guidelines for Academic Program Review may be found in the Highland Community College Faculty Handbook. Guidelines for Academic Program Review will be revised only after review by an Ad-Hoc Committee which includes one faculty representative from each Academic Division of the College. It is understood that all committee recommendations are advisory in nature.

B. Tenure Committee

1. Guidelines for the Tenure Committee may be found in the Highland Community College Faculty Handbook and the Policy Manual.

C. Tenure Act

1. Faculty members' rights under this article are covered by the Community College Tenure Act. Refer to Appendix B..

**ARTICLE X
SCOPE AND DURATION**

This Agreement covers all matters relating to salaries, fringe benefits, and working conditions of faculty members for the period of August 17, 2023 through August 12, 2026. The Board agrees that during the period of this Agreement it will take no action changing salary schedules, fringe benefits, and working conditions contained in this Agreement, without prior negotiation and agreement with the Senate.

**ARTICLE XI
NO STRIKE PLEDGE**

The parties hereto subscribe to the principle that any and all differences between them shall be resolved by peaceful and appropriate means without interruption of the College program. The Senate, therefore, agrees that it will not instigate, engage in, support, encourage or condone any strike, work stoppage or other concerted refusal to perform work by the faculty members covered by this Agreement. Differences between the parties concerning the meaning, interpretation or application of this Agreement shall be resolved by utilization of the Grievance available under the laws of the State of Illinois.

**ARTICLE XII
FUTURE NEGOTIATIONS**

Negotiations between the Board and Senate representatives for a subsequent Agreement will commence no later than May 1, 2026, upon request of either party.

HIGHLAND COMMUNITY COLLEGE

**BOARD OF COMMUNITY COLLEGE
DISTRICT NO. 519**

By _____
President

_____ Chair

Date _____

Date _____

**FACULTY SENATE, AFT,
LOCAL 1957**

**HIGHLAND COMMUNITY COLLEGE
FACULTY SENATE, AFFILIATED WITH
THE AMERICAN FEDERATION OF
TEACHERS, LOCAL 1957**

By _____
President

By _____
Co-Chair, Negotiations Committee

Date _____

By _____
Co-Chair, Negotiations Committee

Date _____

Appendix A DIFFERENTIAL POSITIONS

Differentials

- A. Director of Forensics will receive three hours of release time or overload per semester.
- B. Director of Honors Program shall be given three hours of release time each semester or three hours of overload each semester.
- C. Writing Center Faculty Tutor shall be given three-quarters credit hour of overload pay per semester.
- D. Coordinator of Learning Management System will receive 10% of MA+0 per year to be paid on a per semester basis divided equally between the fall, spring, and summer semesters for the time period which an individual holds the differential duties. The Coordinator of Learning Management System differential appointment shall be for an entire fiscal year. This differential will be paid via a separate contract issued by the employee's supervisor for each semester the employee holds the position.
- E. Director of Library Services will receive 10% of MA + 0 per year to be paid on a per semester basis divided equally between the fall, spring, and summer semesters for the time period which an individual holds the Director of Library Services duties. The Director of Library Services differential appointment shall be for an entire fiscal year. This differential will be paid via a separate contract issued by the employee's supervisor for each semester the employee holds the position.
- F. Coordinator of Transitional Communication will receive three hours release time or overload each semester.
- G. Agriculture Center Faculty Property Manager will receive three contact hours of release time each semester or three hours of overload each semester.
- H. Each Assessment Mentor will receive three hours release time or overload each semester.
- I. The Director of Mass Communication will receive 3 hours of release time or overload in the fall and spring, with the option to also serve in the summer. In this case, the director will receive three hours of summer pay for the summer term in addition to any regular summer pay compensation for classes taught in the summer.
- J. Basic Nursing Assistant Coordinator will receive three credit hours release time each semester or three hours of overload each semester including the summer sessions when nursing assistant courses are offered.

- K. Math Achievement Center (MAC) Director will receive three contact hours release time each fall and spring semester or three hours of overload each fall and spring semester. The MAC Director will perform the differential duties during the summer. The compensation will be three contact hours to be paid during the summer semester.

**Appendix B
COMMUNITY COLLEGE TENURE ACT**

This Tenure Act is not a part of the contract and is included for informational Purposes only.

AN ACT to add Article III B to the "Public Community College Act", approved July 15, 1965, as amended.

Be it enacted by the People of the State of Illinois, represented in the General Assembly:

Section 1. Article III E is added to the "Public Community College Act", approved July 15, 1965, as amended, the added Article to read as follows:

ARTICLE III-B TENURE

(Ch. 122, new par. 103B-1)

Sec. 3B-1. Definitions. As used in this Article, the following terms shall have the meanings hereinafter stated:

"District" means a Community College District.

"Board" means a Board of a Community College District.

"Faculty Member" means a full time employee of the District regularly engaged in teaching or academic support services, but excluding supervisors, administrators and clerical employees.

"School Year" means a regular academic year or its equivalent excluding summer school.

"Term" means a term within a school year.

"Notice" means a written notice delivered in person or deposited in the U.S. mail by certified or registered mail, postage prepaid, addressed to the faculty member's last known address.

(Ch. 122, new par. 103B-2)

Sec. 3B-2. Tenure. Any faculty member who has been employed in any district for a period of 3 consecutive school years shall enter upon tenure unless dismissed as hereinafter provided. However, a board may at its option extend such period for one additional school year by giving the faculty member notice not later than 60 days before the end of the school year or term during the school year or term immediately preceding the school year or term in which tenure would otherwise be conferred. Such notice must state the corrective actions which the faculty member should take to satisfactorily complete service requirements for tenure. The specific reasons for the one-year extension shall be confidential but shall be issued to the teacher upon request. The foregoing provision for a three-year period and optional one-year extension shall not be construed to interfere with or abrogate local board rules or contracts which now or hereafter may provide for a lesser period of service before entering upon tenure. A tenured faculty member shall have a vested contract right in continued employment as a faculty member subject to termination only upon the occurrence of one or more of the following:

- a. Just cause for dismissal; or
- b. A reduction in the number of faculty members employed by the board or a discontinuance of some particular type of teaching service or program.

(Ch. 122, new par. 103B-3)

Sec. 3B-3. Dismissal of Non-tenure Faculty Member. Every Board shall provide by rule or contract for a procedure to evaluate the performance and qualifications of non-tenure faculty members. If the implementation of such procedure results in a decision to dismiss a non-tenure faculty member for the ensuing school year or term, the Board shall give notice thereof to the faculty member not later than 60 days before the end of the school year or term. The specific reasons for the dismissal shall be confidential but shall be issued to the teacher upon request. If the Board fails to give such notice, within the time period, the faculty member shall be deemed reemployed for the ensuing school year. If the Board fails to give such notice within the time provided during the third year, or during the fourth year in the case of a one year extension, the faculty member shall enter upon tenure during the ensuing school year or term.

(Ch. 122, new par. 103B-4)

Sec. 3B-4. Dismissal of Tenured Faculty Member for Cause. If a dismissal of a tenured faculty member is sought for cause, the board must first approve a motion by a majority vote of all its members. The specific charges for dismissal shall be confidential but shall be issued to the tenured faculty member upon request. The Board

decision shall be final unless the tenured faculty member within 10 days requests in writing of the Board that a hearing be scheduled. If the faculty member within 10 days requests in writing that a hearing be scheduled, the Board shall schedule such hearing on those charges before a disinterested hearing officer on a date no less than 45 days, nor more than 70 days after the adoption of the motion. The hearing officer shall be selected from a list of 5 qualified arbitrators provided by a nationally recognized arbitration organization. Within 10 days after the teacher receives the notice of hearing, either the Board and the teacher mutually or the teacher alone shall request the list of qualified hearing officers from the arbitration organization. Within 5 days from receipt of the list, the Board and the teacher, or their legal representatives, shall alternately strike one name from the list until one name remains. The teacher shall make the first strike. Notice of such charges shall be served upon the tenured faculty member at least 21 days before the hearing date. Such notice shall contain a bill of particulars. The hearing shall be public at the request of either the tenured faculty member or the Board. The tenured faculty member has the privilege of being present at the hearing with counsel and of cross-examining witnesses and may offer evidence and witnesses and present defenses to the charges. The hearing officer upon request by either party may issue subpoenas requiring the attendance of witnesses and production of documents. All testimony at the hearing shall be taken under oath administered by the hearing officer. The hearing officer shall cause a record of the proceedings to be kept and the Board shall employ a competent reporter to take stenographic or stenotype notes of all testimony. The costs of the reporter's attendance and services at the hearing and all other costs of the hearing shall be borne equally by the Board and the tenured faculty member. Either party desiring a transcript of the hearing shall pay for the cost thereof. If in the opinion of the Board the interests of the district require it the Board, after 20 days notice, may suspend the tenured faculty member pending the hearing, but if acquitted, the tenured faculty member shall not suffer the loss of any salary by reason of the suspension. The hearing officer shall, with reasonable dispatch, make a decision as to whether or not the tenured faculty member shall be dismissed and shall give a copy of the decision to both the tenured faculty member and the Board. The decision of the hearing officer shall be final and binding.

(Ch. 122, new 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 1st 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.
Ch. 122, new par. 103B-6)

Sec. 3B-6. Review under the Administrative Review Law. The provisions of the "Administrative Review Law", and all amendments and modifications thereof and the rules adopted pursuant thereto, shall apply to and govern all proceedings instituted for the judicial review of final administrative decisions of a hearing officer under Section 3B-4 of this Article. The term "administrative decision" is defined as in Section 3-101 of the Code of Civil Procedure.