

2018

NEGOTIATED AGREEMENT

between

TRITON COLLEGE BOARD OF TRUSTEES

and

TRITON COLLEGE FACULTY ASSOCIATION

August 29, 2018 to June 30, 2021

AGREEMENT BETWEEN

**The Board of Trustees of Triton College operating under the provisions of
Public Law 1710 of the State of Illinois and the Triton College Faculty Association.**

**This agreement shall be effective as of August 29, 2018 and shall continue in effect through and
including June 30, 2021.**

BOARD OF TRUSTEES

Chairman

Secretary

FACULTY ASSOCIATION

President

Vice President

**AGREEMENT BETWEEN
THE BOARD OF TRUSTEES OF TRITON COLLEGE
operating under the provision of Pubic Law 1710 of the
State of Illinois**

and

TRITON COLLEGE FACULTY ASSOCIATION

This agreement entered into this day, August 29, 2018 by and between the Board of Trustees of Triton College, hereinafter called the Board, and the Triton College Faculty Association, hereinafter called the Association.

Witnesseth:

Whereas, the Board and the Association recognize and declare that providing quality higher education for residents of this college district is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the college professional personnel, and

Whereas, the professional personnel are particularly qualified to participate in recommending policies and educational programs, and

Whereas, the Board has agreed to negotiate with the Association as the representative of the college full-time professional personnel, excluding administrative personnel, with respect to salaries and terms and conditions of employment, and

Whereas, the parties have reached certain understandings which they desire to confirm in the Agreement.

In consideration of the following mutual covenants, it is hereby agreed as follows:

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ARTICLE I

RECOGNITION

- A. The Board of Trustees of Triton College and/or its designated representatives hereby recognizes the Triton College Faculty Association, a chapter of the Cook County College Teachers Union, Local 1600 of the American Federation of Teachers, as the exclusive negotiating representative for all full-time "faculty members."
- B. The term "faculty member" shall include full-time teaching faculty (including department chairpersons and program coordinators), full-time non-teaching faculty (counselors and librarians). The terms "faculty" and "instructor" used in this contract represent the term "faculty member" except in sections of the contract which specifically identify or exclude one or more of the above referenced "faculty member" categories.
- C. The Board of Trustees and/or its designated representatives agrees not to negotiate with any organization other than the Faculty Association as to matters affecting faculty members for the duration of this Agreement. Negotiations with any individual faculty member relative to terms and working conditions which change or modify this Agreement are subject to the approval of the Triton College Faculty Association and the Triton College Board of Trustees.
- D. The Board of Trustees will vote on any written request from the Faculty Association President to reopen any item in this Agreement for renegotiation within 30 days of receipt of such request or at its next regularly scheduled meeting.
- E. Only members of the Triton College Faculty Association may vote on contractual items.
- F. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with the terms of this Agreement. All instructors' contracts for the duration of this Agreement shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the individual instructor's contract and established policies of the Board. Except as herein provided and subject to all provisions of this Agreement, the Board reserves the right to amend its policies, other than as contained in this Agreement, from time to time as deemed necessary provided that no such amendment shall directly or indirectly modify or limit the salary, terms, or conditions contained in this Agreement.
- G. Copies of this signed Agreement shall be printed by the Board in sufficient quantities for distribution to all faculty, both those presently employed and those employed subsequent to this Agreement.

The Board shall deliver the copies of this Agreement allocated for faculty to the President of the Faculty Association. The Faculty Association shall be responsible for distributing the copies of this Agreement as well as any subsequent related documents to its membership.

The Association shall be provided with names, addresses, and home telephone numbers of newly employed faculty as soon as they return Board-approved contracts. The Association shall be provided with the office numbers and office phone numbers as soon as assignments are made.

- H. If any provision of this Agreement or any application of the Agreement to any instructor or group of instructors shall be found contrary to the law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. No provision of this Agreement shall abrogate the statutory rights, duties, and responsibilities of the Board. The Board also reserves its right to delegate to its administrators the responsibility for the day-to-day management of the College in its charge.
- I. The enforcement of this Agreement is the joint responsibility of the Board and the Association. Should any disputes arise as to the proper interpretation or application of any provision(s) of this Agreement, the representatives of the Board and the Association shall meet and confer in good faith to resolve differences.

The Board and the Association further agree to comply faithfully with case and statutory law of the State of Illinois.

- J. As required by law, any item dealing with salaries, terms, or conditions of employment not covered in this Agreement shall be subject to negotiation except as specified in Section C above. All new and revised professional personnel job descriptions shall be sent to the President of the Faculty Association prior to Board action.
- K. Except as this Agreement shall herein provide, all terms and conditions of employment applicable on the effective date of this Agreement as established and in force on said date shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing herein shall be interpreted or applied so as to eliminate, reduce, or otherwise detract from any faculty benefits regarded by either party as past practice, defined below, existing prior to the effective date of this Agreement.

The Association and the Board agree that any past practices which may arise under the provisions of and during the term of this agreement, or at any time prior thereto shall conform to the elements enumerated as follows:

1. The asserted past practice must be reasonably consistent;
2. The asserted past practice must be clearly articulated in an ascertainable manner and known by both parties to the agreement;
3. The asserted past practice shall have been acted upon; and
4. The asserted past practice must be readily ascertainable over a reasonable period of time as a reasonably fixed and established practice. Past Practice shall be limited to actions that have occurred within the 20 years immediately preceding the alleged grievance. For an incident to be considered as a past practice, it must have occurred

60% of the time as opposed to it not occurring or being implemented in another manner.

The College agrees that, upon request of the Association, it will, through its administration, meet and consult with the Association relative to any past practices pertaining to wages, hours, and conditions of employment.

- L. On the request of the Association, the College President and other administrators designated by him/her shall meet and confer with the officers of the Association and/or other faculty members designated by the Association to discuss matters of mutual concern.
- M. On the request of the College President, the officers of the Association and/or other faculty members designated by the Association shall meet and confer with the College President and other administrators designated by him/her to discuss matters of mutual concern.
- N. During the term of the Agreement and in return for the terms and conditions set forth in the Agreement, neither the Association nor any faculty member covered by this Agreement shall engage in any strike.
- O. Throughout the entirety of this Agreement, the Parties recognize that with the College's conversion from the existing database system (RALPH) to the Datatel Colleague Enterprise Resource Program (ERP) that there will be changes in the process used to calculate and retain data, but that such conversion shall be made to the acceptable data retention method closest to the present system used at the college prior to July 1, 2012. (The present RALPH system tracks faculty sick days in whole days while the ERP system only tracks in hours. Therefore the existing data will be converted as appropriate and deduction shall continue to be made in a like manner. i.e. 10 days in RALPH will equal 80 hours in ERP. If a member has one two hour class on a day and misses the class due to illness, they are docked for a full day. If they have two classes, one morning and one afternoon, they miss only the morning class, they are docked one-half day. Likewise, if they have only office hours scheduled for a day and they miss those office hours, they are docked for one full day, regardless of the number of hours scheduled. In this same scenario under ERP, they are docked 8 hours for a full day and 4 hours for a half day. There has never been an hour to hour correlation to the deduction of sick time and will not be.) Compensation for sick time advanced to an employee by the College in excess of time earned shall be due and payable to the College and may be deducted from pending payroll or compensation in the event of termination of employment.

ARTICLE II

FACULTY ASSOCIATION AND INSTRUCTORS' RIGHTS

- A. The Board of Trustees hereby agrees that every professional employee shall have the right freely to organize, join, and support the Faculty Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under the laws of the State of Illinois, the Board undertakes and agrees that it will not directly or indirectly deprive, discourage, coerce, or harass any instructor in the enjoyment of any rights conferred by the laws of the State of Illinois or the Constitution of Illinois and of the United States; that it will not discriminate against any instructor with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association, his participation in any activities of the Association, or collective professional negotiations with the Board, or his institution of any grievance, complaint, or proceeding under this Agreement. The Association recognizes the responsibility placed upon it by state, federal, and local statutes.
- B. The rights granted to faculty, faculty members, and/or instructors hereunder shall be deemed to be in addition to those provided elsewhere.
- C. The Association and its representatives shall have the right to use college facilities for meetings and/or business. No charge shall be made for the Association's use of college facilities. The Board will provide space for the Association to use for its office or office/lounge. The Board will provide a telephone, keys, access, and the use of any furniture determined to be available after all needs of the college are met. Long distance telephone calls made by the Association will be paid by the Association as billed by the long distance carrier. On the second Thursday of the month, 2:00 to 3:30 PM shall be exclusively for the use of the Faculty Association to conduct its business. Instructors shall not ordinarily be given an assignment during this time.
- D. The Association and its representatives shall have the right to post notices of its Activities and matters of Association concern on designated Association bulletin boards, at least one of which shall be provided in each department; and in any mail room. The Association or its representatives may use the college instructor mailboxes for communications to instructors including faculty-wide distribution with the signed approval of a member of the Faculty Association Executive Committee. All such communications shall bear the signature of the sending instructor.
- E. The Association agrees to furnish to the Board upon request all available information concerning membership and financial resources of the Association, including but not limited to:
 - 1. Annual financial reports and audits
 - 2. Register of membership
 - 3. Tentative budgetary requirements

4. Information on local, state, or national affiliation
 5. Agendas and minutes after being duly approved including all attachments thereto.
- F. The Board agrees to furnish to the Association upon request all available information concerning the professional staffing and financial resources of the college, including but not limited to:
1. Annual financial reports and audits
 2. Register of professional personnel
 3. Tentative budgetary requirements and allocations
 4. The agenda, Board packet, and minutes of all Board meetings after being duly approved, including all attachments thereto not executive in nature
 5. Treasurer's reports
 6. Census data
- G. Copies of a faculty member's individual contracts including the Form 17 and probationary contracts will be made available to the Association President or his/her designee upon written request by the individual instructor.
- H. Instructors shall be entitled to full rights of citizenship and no religious or political activities of any instructor or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such instructor. The private and personal life of any instructor when not detrimental to the general welfare of the college or the community is not within the appropriate concern or attention of the Board of Trustees and/or its designated representatives.
- I. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied in a manner which is not arbitrary, capricious, or discriminatory and without regard to race, creed, religion, color, national origin, age, sex, or marital status or such groups as may be protected by federal, state or local law, rule or regulation.
- J. Official faculty files in the college personnel office shall be maintained under the (PRRA) Personnel Records and Retention Act.
1. No material derogatory to an instructor's conduct, service, character, or personality shall be placed in the file unless the instructor has had an opportunity to read the material and affix his/her signature on the copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed and does not necessarily indicate agreement with the contents. Materials in the official cumulative file must be time-stamped when placed in the file.

2. The instructor shall have the right to answer any material filed and his or her answer shall be attached to the file copy.
 3. Upon written request by the instructor, he/she shall be permitted to examine in the personnel office his/her official cumulative file, but not to mark, destroy, or remove any of the contents.
 4. Upon written request, the instructor shall receive a copy of the materials in his/her official cumulative file if such materials are to be used in any form of litigation.
 5. In the event that the instructor refuses to sign a statement to the effect that he/she has read the material to be added to his/her file, the administrator shall notify the Association President, who shall signify receipt of a copy of the material. The Association President will forward the copy to the instructor.
 6. Only the material from the official personnel file shall have validity in any proceeding involving a faculty member. All evaluative material shall hereafter be placed in the official personnel file within two calendar months of the event giving rise to the material, provided this time limitation shall not be applicable to formal evaluations.
- K. The Association shall appoint a member to participate in open meetings of the Board in an advisory, non-voting capacity.
- L. The appropriate Vice President will respond in writing within three days, providing the Vice President is on campus, to any written faculty or Faculty Association memorandum regarding interpretation of contract, provisions in the Master Agreement, interpretations of Board Policy, or interpretations of the Faculty Handbook.
- M. Any member of the bargaining unit currently employed at Triton College will be interviewed for any position for which he/she meets the stated qualifications and has applied in writing.
- N. The President of the Association shall have the right to provide the college President with a list of prospective faculty members for all college-wide committees. Additionally, the President of the Association shall have the right to appoint the faculty members who serve on the Affirmative Action Committee. (See attached MOU)
- O. The Board shall deduct from the pay of each member of the bargaining unit from whom it receives (or has received) written authorization to do so, the required amount of Cook County College Teachers Union and Faculty Association dues. The Union dues and a list of employees from whose pay the dues have been deducted, along with the amount deducted from each and a list of Association members who had authorized such deductions and from whom no deductions were made, shall be forwarded to the Treasurer of the Cook County College Teachers Union no later than seven (7) days after such deductions were made. Faculty Association dues shall be forwarded to the Treasurer of the Faculty Association within the same seven (7) days.

In consideration of the above described service rendered by the Board of Trustees of Community College District No. 504, its members, officers, agents, and employees, the Union and the Association hereby release and discharge the Board of Trustees of Community College District No. 504, its members, agents, and employees, or and from any and all liability whatsoever arising as a result of the authorization herein given.

- P. Janus Clause: All matters related to membership and deduction of dues/fees/assessments will be processed by the Triton College Faculty Association and the Cook County Teachers Union, Local 1600 (collectively the "Union"). The Union will notify the Board of any new Union members who have agreed to dues authorization and will notify the Board of any current Union members who choose to cease paying dues/fees/assessments pursuant to the terms of the membership card and as set forth herein.

The open enrollment period for both participation and removal from the dues list is only during August of each calendar year. In the event that an eligible employee wishes to add or remove themselves to the roll of dues paying bargain unit members, this must be done in accordance with the notification requirements set forth by the Union and can only be done between August 1 and August 31 of each year (inclusive of both dates).

The only exception to this time period requirement is in the event of a newly hired eligible employee who shall have 30 calendar days from the first date of employment to determine participation or non-participation on the dues list.

The CCCTU shall indemnify and hold harmless the Board, its members, officers, agents, and employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability that shall arise out of or by reason of action taken by the Board for the purpose of complying with the above provision of this section.

In the event that dues are deducted from an employee's paycheck in error, the Union and the Board agree to work collaboratively to correct the error.

- Q. The Faculty Handbook is recognized by the Association as the handbook for procedures and information only. Nothing in the Faculty Handbook or Student Handbook shall be interpreted or implied so as to add to or detract from any faculty benefits in this Agreement.
- R. Upon receipt of a voluntary written authorization from a faculty member covered by this Agreement, the Board will deduct from the faculty member's wages a deduction for the Cook County College Teachers Union - Committee on Political Education (CCCTU-COPE). Upon receipt of a voluntary written revocation of such a previously filed written authorization from a faculty member covered by this Agreement, served upon the Board and the Association, the Board will, on the date thereof, cease to deduct such COPE contributions from that faculty member's wages.

The Board further agrees to remit to the treasurer of the CCCTU-COPE, in a timely manner, such deductions made pursuant to this Article together with an itemized statement indicating the name of each faculty member from whose wages such deductions have been

made and the amount deducted during the period covered by the remittance.

- S. Faculty members shall not be suspended without pay or be denied a salary increment except for just cause. Disciplinary action shall be for just cause and shall be implemented in accordance with Appendix “B”

ARTICLE IIA

BOARD RIGHTS AND RESPONSIBILITIES

The Board, on behalf of the electors of the district, retains and reserves the ultimate responsibilities for proper management of the college district conferred upon and vested in it by all applicable law as well as all rules and regulations which derive there from, including the responsibilities for and the right:

- A. To maintain executive management and administrative control of the college district and its properties, facilities, and professional staff, as related to the conduct of college affairs.
- B. To delegate authority through recognized channels, in cooperation with the faculty, for the development and organization of the means and methods of instruction, recognizing that the Board exercises its powers, rights, authorities, duties, and responsibilities through the President and members of the administrative staff.
- C. To delegate to its administrative agents the operation of the College on a daily basis and to approve or disapprove the recommendations of the aforementioned administrative agents.
- D. To adopt educational policies, goals, and objectives of the College, to insure the rights and educational opportunities of the students, to determine staffing patterns, to determine the number and kinds of personnel required in order to maintain the efficiency of College operations, and to administer the personnel system of the College, none of which conflict with this agreement.
- E. To reasonably determine and establish work site locations and the staffing thereof; to establish budget procedures and adopt budgetary allocations; and to determine the methods of raising revenue.
- F. To provide, for students and employees, auxiliary services related to the adequate operation of the College. In exercising this power, the Board may provide, purchase, lease, or contract for such services.
- G. The Board shall be required to bargain with regard to policy matters directly affecting wages, hours, and terms and conditions of employment as well as the impact thereon.

ARTICLE III

CONDITIONS OF EMPLOYMENT

A. Teaching Load

1. College Schedule of Classes

The college schedule of classes for each division of the College and master schedule of non-instructional activities (services by counselors and librarians) shall be formulated by the appropriate department chairpersons/ coordinators and the dean taking into consideration the needs of the students and the institution. Should there be lack of agreement; the dean shall have final responsibility.

2. Basic Teaching Load

- a. Class load/non-teaching assignments shall be processed by the department chairperson/coordinator and dean. Every effort will be made to develop instructors' class loads/non-teaching assignments on the basis of consensus of the full-time members of the department. In the event consensus fails, seniority will be used as major considerations in the selection of classes/non-teaching assignments.
- b. The basic teaching load for instructors shall be thirty (30) Lecture Hour Equivalents (LHE) per academic year (Fall and Spring semesters). (An LHE is defined as fifteen [15] lecture or laboratory contact hours per class, per semester.)
 - 1) Every instructor must teach a minimum of fourteen (14) LHE each semester.
 - 2) If an instructor teaches fourteen (14) LHE in either the Fall or Spring semester of an academic year, he/she must teach a minimum of sixteen (16) LHE in the other semester or have his/her base salary reduced by 1/30 for every LHE under thirty (30) taught during the academic year.
 - 3) The maximum load of online classes that may be taught by a full time faculty member shall not exceed 60% of the total load (base and overload) as calculated on the form 17 each semester.
- c. When computing the Lecture Hour Equivalent of the activity or laboratory classes listed below, an hour of activity or laboratory shall be counted as .8 of a lecture hour. (See attached MOU)

All PE activity classes, MUS 177, 179, 180, 181. Instructors assigned these classes shall be paid an extra payment of \$60 per LHE. (See attached MOU)

d. Rhetoric Instructors

Full-time instructors who teach at least nine (9) LHE of RHT 085, RHT 086, RHT 095, RHT 096, RHT 101, RHT 102, each semester shall have an annual teaching load of 27 LHE as a full base load.

e. On-the-Job Supervision (Allied Health, Public Services, Horticulture, Architecture)

Instructors involved in the on-the-job supervision of students or unpaid off-campus clinical supervision will be given LHE's on the basis of the following:

- 1) If the supervision necessary requires the instructor to visit each student every one to two weeks, as delineated in the approved ICCB Course Outline, he/she will receive one LHE for every three (3) students supervised per semester.
- 2) If the supervision necessary requires the instructor to visit each student every three to four weeks, as delineated in the approved ICCB Course Outline, he/she will receive one LHE for every four students supervised per semester.

f. Continuing Education Courses

An instructor may use Continuing Education courses for which they are qualified as defined in Article III, Section C, in his/her teaching area to complete the full-time load only if no School of Arts and Sciences or Career Education courses are available. When using Continuing Education courses, the value computed for load purposes shall be four LHE per five (5) Adult Education Credits (AEC). No overload shall accrue to any faculty member who uses a Continuing Education course to complete a teaching load. This provision does not apply when a credit program is withdrawn.

3. Independent Study (See Appendix C)

4. Individualized Instruction (See Appendix C)

5. Variable Load

a. Banking Hours

A faculty member may elect to bank hours in excess of the regular load, not to exceed a total of twenty-one (21) hours worked in such semester (twenty-four [24] for career programs). These hours, which would otherwise be payable at the overload rate, will be taught at no additional compensation and may be used in future regular Fall or Spring semesters (or otherwise by specific, non-precedential approval of the chairperson/coordinator and dean), provided that such hours are

not required to assure a basic load for any other faculty member. No more than fifteen (15) hours shall be banked by any individual faculty member.

Unbanking of hours shall be limited by department.

- 1) Departments with membership of five (5) or less - fifteen (15) LHE per semester.
- 2) Departments with membership of six (6) or more - thirty (30) LHE per semester.

Requests to un-bank hours must be submitted in writing at least sixty (60) calendar days in advance of the affected semester.

Effective July 1, 2012 banked hours may only be un-banked for overload. Therefore banked overload may only be un-banked at the overload rate. Hours banked prior to July 1, 2012 may be unbanked as base or overload. All un-banked hours must be used on a First In First Out basis.

Effective July 1, 2012 Non-teaching faculty cannot bank.

b. Light Variable Load

By mutual agreement of the faculty member and the Dean, a faculty member may take a load which is less than the basic load and make up for such reduced load at a later date without additional compensation. No future classes would be compensated at the overload rate until all reduced load classes are repaid. If the faculty member for any reason shall fail or be unable to make up such, the pro rata salary represented by such reduced load shall be promptly repaid to the College by the faculty member or deducted from sums due the faculty member by the College.

Requests for using variable load shall be submitted in writing at least ninety (90) calendar days in advance of the affected semester. Requests for and scheduling of variable load hours will be handled in the same manner as overload assignments.

During any time when a faculty member is working a variable load, the faculty member shall not have any right to any overload. Nothing herein shall preclude some other variable load being agreed upon by the faculty member and the Dean, providing such shall be non-precedential and approved by the Triton College Faculty Association.

B. Faculty Counselors/Faculty Librarians

The basic work load for Faculty Counselors/Faculty Librarians shall be Forty (40) clock hours weekly and shall take a ½ hour unpaid lunch break daily after no more than 5 hours of consecutive work.

Faculty Counselors and Faculty Librarians employed full-time by the college in said capacity, after July 1, 2002 will immediately be scheduled to work 12 months per year and compensated accordingly. All others are exempt from this requirement.

Faculty Counselors / Faculty Librarians have no right to teach outside of their department. To do such, they must first receive approval to teach as required on the Fulltime Employee Teaching Request Form and may only be scheduled to teach a class at the LHE rate after receiving approval from the College President in his or her sole discretion. The limitations of the 60/40 rule, as set forth in section Article III Section A.2.b.3, of this Agreement, shall not apply to hours approved by the College President. Compensation for teaching outside of the department shall be paid based on the LHE rate and is not bankable.

Additional hours worked beyond the Forty (40) hours per week, as a Counselor/Librarian shall be compensated on an overtime rate of 1 hour to a 1.5 hour ratio. Permission to work overtime must be pre-approved in writing by the Vice-President of the Area.

The option to work overtime shall be based on a departmental seniority list utilizing a rotating schedule. (i.e. upon the first offer of overtime within the department, each fiscal year, the most senior Faculty Counselor or Faculty Librarian shall receive first choice, and thereafter choice shall follow in a “seniority order” basis.) While generally optional, overtime can be mandated in the event of a crisis situation affecting the campus or Triton College Students.

Overtime shall be limited to 180 hours per year. In the event that overtime (outside of the regular schedule beyond the 8 hour day and the 40 hour week) is offered, Faculty Counselor/Faculty Librarian shall be given right of first refusal of up to 3 hours of overtime per week before work is offered to part time employees. However, during periods of high demand such as New Student Orientation, the Administration will maintain a pool and engage in employment of up to six (6) Part-time Counselors/Librarians for work during normal operational hours and additionally for use in overtime after offered to available full time employees.

Faculty Counselors/Faculty Librarians shall work Forty (40) hours per week, effective November 1, 2012 for those able to begin this schedule. For those with outside conflicts who are unable to begin on this date, they shall begin on July 1, 2013. Overtime for all Faculty Counselors / Faculty Librarians employees regardless of schedule of hours, shall only be paid at the time and a half rate beginning with the forty-first (41st) hour of work in the same week beginning with November 1, 2012.

- a. For those counselors hired after July 25, 2002, the Administration has the ability to schedule counselors for more than one late night per week, including Fridays, yet not to exceed two nights per week. In addition, the Administration has the

ability to schedule counselors for weekend hours, up to two Saturdays per month. The counselors will follow the regular eight hour workday, 40 hours a week. However, if a counselor is called in to work a shift on a Saturday and the shift is less than a seven hour period, then the remaining hours may be worked on the same Saturday or during the regular work week.

Faculty members, serving in the capacity of Faculty Counselor Chairperson or Faculty Librarian Chairperson shall serve in that capacity for twelve month terms beginning each fiscal year. These positions shall be forty (40) hour per week positions and shall be compensated at the greater salary based upon the following formula:

- a. Counselor and Librarian Chairpersons will be compensated \$75,000 annually unless they are already earning in excess of that rate as base compensation. In that event, they shall be paid base, plus the annual negotiated increase (“new base”), plus an amount added to the new base NOT TO EXCEED a total of **3.0%** greater than the previous year. In no event will the compensation paid for these services ever exceed **3.0%** compounded as worked, annually over the preceding year’s base.

C. Qualifications to Teach

Faculty teaching at Triton College must meet minimal academic standards to be qualified to teach, as such qualifications are set forth in this Agreement, and such requirement is applicable throughout this Negotiated Agreement and all College departments. Faculty teaching non-transferable courses must possess at least one degree level higher than the level of the coursework being taught. The minimum degree a faculty member must possess is a Bachelor’s degree. Faculty teaching courses for (Illinois Articulation Initiative) IAI transfer to other colleges must have a Masters degree in the subject area taught or a Masters degree and 18 hours of post-graduate study in the subject area taught. All degrees must be issued by an institution accredited by regional or national accrediting agencies recognized by the U. S. Secretary of Education.

Existing bargaining unit members, hired before July 1, 1987, shall be exempted. All others shall be given 6 years time to achieve qualification and must show annual progress of at least 1/6th of the requirement per year. Sabbatical shall be granted to those requiring 30 hours or more (they must stay employed at the college in accordance with the terms and conditions in the Negotiated Agreement or repay the college) to achieve the requisite requirement stated above. Failure to achieve the requisite requirement or to make the requisite progress shall constitute “cause” for immediate termination, regardless of tenure status, and shall relieve the College of any further duty to retrain or rehire, imposed upon the College.

D. Class Size

Class size is determined by the department chairperson/coordinator and the dean.

E. Hours on Campus

1. Conference Hours - Instructors

Each instructor will schedule ten (10) hours per week for consultation with students with the schedule being approved by the department chairperson and dean. Each instructor shall schedule, maintain, and post conference hours in a manner convenient for students' information.

At least 7 conference hours must be traditional face to face and on campus, while up to 3 of them may be “virtual” or on-line hours. In the event that a faculty member is teaching an amount greater than 30% on-line, then the virtual office hours may be adjusted to equal the ratio of on-line to face-to-face classes. (i.e. if 50% of the LHE is on-line, then 50% of the office hours may be virtual. Ratio numbers shall be rounded 0-4 down, 5-9 up.) All 10 hours must be scheduled and published. Full time faculty are no longer required to be “on-campus” 5 days a week but must be contactable by students and the Administration 5 days a week during scheduled and published conference hours. Faculty members should maintain face to face conference hours on days of on campus instruction. Faculty will schedule a minimum of 1 conference hour on teaching days; exceptions shall be granted for teaching schedules that are 6 hours or greater in a single day. Weekend conference hours may be appropriate only if classes are taught on Saturdays or Sundays.

Acknowledging that the Board/Administration has the right to determine the schedule of classes and can limit the number of online classes which are offered in the schedule; there is no 60/40 online restriction in the Summer term. Therefore, subject to standard approvals of course assignments on the form 17, an individual instructor can teach 100% on-line courses during the Summer term.

The 60/40 limitation remains in effect for Fall and Spring assignments.

It is understood that the instructor commonly devotes many additional hours on and off campus for class preparation and grading of work and/or other professional activities.

2. Length of Work Day

No instructor shall be scheduled for more than a span of eight (8) consecutive hours per day. Exceptions may be negotiated between the faculty member and the dean.

3. Weekend Assignments

A Saturday or Sunday teaching assignment instead of a weekday teaching assignment may be arranged between the instructor and his/her department chairperson/program coordinator.

4. College Work Week

The college work week shall begin at 7:00 AM Monday and end at 10:00 PM on Sunday. It is understood that additional hours are necessary on or off campus for class preparation, grading of work, or other professional activities. A faculty member is expected to teach, perform other assigned professional duties, and/or maintain conference hours each instructional day during the college work week scheduled for the Fall and Spring semesters.

5. Flexible Scheduling

All programs may be scheduled outside the traditional semester. When the needs of a program and/or the various constituents services so require, an arrangement for flexible scheduling may be developed. Effective July 1, 1993, a flexible scheduling format for the automotive manufacturer's specific programs shall be in effect. (Plan attached as Appendix D.)

6. Committee Assignment

In an effort to stimulate campus activity and student success, all faculty members must serve on at least one official college committee (or taskforce) each semester. Only committees which have been authorized to meet this obligation by the VP Academic Affairs and Student Affairs or their designee will qualify. Campus search committees are specifically excluded. There shall be no additional compensation for committee service.

Committee participation shall be evaluated as a part of the bi-annual evaluation process.

F. Course Objectives

All academic programs will develop an appropriate format for course objectives (ICCB Course Outline) in conjunction with the deans. Included with the objectives will be a description of the instructional strategies so designed that students may attain the objectives. The method of evaluation will also be provided. Course objectives, instructional plans (the Course Syllabus), and evaluations will be reviewed annually by the instructor and updated on an "as-needed" basis as determined by the chairperson/coordinator, appropriate administrator, and/or dean. All faculty must turn in a complete copy of the Course Syllabus for each class and section taught to the appropriate Dean by the 10th day after the start of that class.

G. Large Classes

Extra pay for large classes shall be determined by the following formula.

1. Reimbursement equals \$5 multiplied by the number of students over sixty (60) at the mid-term report multiplied by the number of semester hours of credit for that course.
2. In team teaching, the base figure will be \$5 divided by the number of instructors and that fraction multiplied by the number of students over sixty (60) at the time of mid-term report multiplied by the semester hours for that class.
3. The Weekly Student Contact Hours (WSCHs) is not to exceed 705. WSCH will be defined as follows: Total number of students (as counted at official state auditing) assigned to the instructor multiplied by the number of hours each student meets with the instructor for one week.
4. This policy will not apply to large music groups (band or chorus) or to physical education activity classes.
5. These conditions will not apply if an instructor is assigned only the large lecture class and is not assigned the corresponding smaller classes.

H. Overload

1. Method of Assignment

After the department chairperson/program coordinator and dean have assigned a full load of classes to full-time teaching personnel, the remaining classes shall first be offered to full-time instructors on the following basis:

- a. The deans will establish a deadline date for overload assignment request. Instructors who fail to request an overload assignment prior to the announced deadline forfeit their priority for assignment.
- b. The opportunity for overload assignment will be distributed according to the following priorities:
 - 1) Instructors in the department/area who teach in the discipline.
 - 2) Instructors in the department/area who teach in a related discipline who are qualified to teach in the discipline (as determined by the chairperson/coordinator and dean based on credentials).
 - 3) Instructors outside the department/area who are qualified to teach in the discipline (as determined by the chairperson/coordinator and dean based on credentials).

- c. When the requests for overload assignments exceed the courses available for assignment, the following will apply:
 - 1) The instructor who received an assignment in the more distant past will be first assigned (this will be ascertained as far back as records are available: Then, if no further information is available to make the determination, the decision shall be made by coin flip).
 - 2) When the time lapse is the same for all of the applicants, assignment will be made according to department seniority.
 - 3) In the event that the above criteria are insufficient, the first opportunity for assignment will be determined by the flip of a coin.
- d. If an instructor's overload class is deleted from the class schedule, he/she will be assigned to another class if available according to the criteria for assignment described above. An instructor whose overload does not make may not take courses from another full-time instructor's base load. All instructor's must receive base load before any other instructor within the home department is eligible for overload hours.
- e. A contract to be signed by the instructor, dean, and Secretary of the Board stating the base teaching load, the overload course(s), and the total LHE will be issued as soon as possible after the beginning of the semester. When an overload class is deleted from the class schedule after the beginning of the semester, the instructor will be paid at the adjunct faculty rate for the number of hours actually worked prior to cancellation.

2. Rate of Pay

See Article VII, Section D.

3. Extra Teaching Load Limit

Arts and Sciences faculty overload shall not exceed six (6) LHE per semester.

Career Education faculty overload shall not exceed nine (9) LHE per semester.

In special circumstances, the department chair/ coordinator in consultation with the dean may grant an exception to the overload restriction.

4. Counselors/Librarians

Job descriptions in Appendix A

- a. Work performed, with the approval of the Dean, by counselors and librarians, beyond the number of days specified in the academic calendar and not in the

Summer Session and for hours worked beyond the fortieth (40th) hour shall be considered overtime and paid accordingly.

I. Summer College and/or Additional Session Assignments

1. Application

The instructor must submit an application for a teaching assignment through the department chairperson to the dean no later than ninety (90) days prior to the start of the additional session. Failure to do so will result in forfeiture of priority assignment.

2. Teaching Load

The maximum faculty teaching load will be as follows:

- a. Six (6) LHE for each five-week session. An instructor who is assigned the maximum load in both five-week sessions will teach twelve LHE during the summer.
- b. Ten (10) LHE for the eight-week session.

The above maximum teaching loads apply only to instructors who do not teach in both the five-week and eight-week sessions.

- c. The maximum teaching load for instructors assigned to the overlapping five-week and eight-week sessions will be:
 - 1) Twelve (12) LHE for one five-week session and the eight-week session.
 - 2) Fifteen (15) LHE for both five-week sessions and the eight-week session.
- d. For sessions of less than five (5) weeks, the maximum teaching load will be determined by the dean with the approval of the appropriate reporting Vice President.

3. Opportunity for Assignment

Where there are fewer courses available than requests for teaching assignments, eligibility for assignment will be determined on the following basis.

- a. The opportunity for summer and/or extra teaching assignments will be as follows:
 - 1) Instructors in the department/area who teach in the discipline.
 - 2) Instructors in the department/area who teach in a related academic area

and who are qualified to teach in the area (as determined by the dean and chairman/coordinator).

- 3) Instructors outside of the department/area who are qualified to teach in the area (as determined by the dean and chairperson/coordinator) as such qualifications are set forth in this Agreement.

Note: Item 1) above is the major factor in determining who has priority even with the point system outlined below applied to individuals who are in the categories outlined in 1), 2), and 3) above. For example, if an individual in category 1) had fewer points than a person in category 2), the person in 1) would still have priority for the assignment.

- b. Each instructor will accrue eight (8) points for each contractual year of employment at Triton College to a maximum of twenty-four (24) points.
- c. One and one-half (1 ½) points will be deducted for each LHE of summer or additional session instruction. Points will not be deducted below zero (0). Instructors who are granted released time for summer activities shall have points deducted in the same manner as instructors who teach summer classes. Non-teaching personnel will have points expended on the basis of four and one-half (4 ½) points for each four-week period worked beyond the regular academic year.
- d. When two (2) or more eligible instructors have equal accumulated point balances, opportunity for assignment will be first given to the instructor who has not previously had an additional session assignment or whose previous assignment was in the more distant past (this will be ascertained as far back as records are available. Then if no further information is available to make the determination, the decision shall be made by coin flip).
- e. If additional criteria for selection are needed, opportunity for assignment will be given to the instructor with the longest full-time employment at Triton.
- f. In the event that all of the above criteria are insufficient, the first opportunity for assignment will be determined by the flip of a coin.
- g. Full-time instructors who fail to apply by the deadline may request assignment to courses that have not yet been assigned.
- h. Part-time instructors will be assigned after all full-time instructors who have applied by the deadline for Summer College and/or additional-session teaching are assigned.

4. Penalty for Withdrawing Application

Any full-time instructor who withdraws his/her application for Summer College and/or additional-session teaching within thirty (30) days of the start of the teaching

assignment will forfeit four (4) points. This forfeiture may be waived by mutual agreement between the dean and the individual.

5. Maintaining Records

Records shall be maintained by each dean to facilitate this point system. On February 15 of the college year, the instructor will receive a notification of his/her accumulated points. A listing of point values for all faculty will be given to the President of the Faculty Association and department chairperson/program coordinator.

6. Contract Basis for Summer College and/or Additional-Session Teaching Assignment

A document will be provided to each individual which will identify the course(s) and lecture hour equivalents assigned. The document will set forth the amount of pay for one equivalent lecture hour of instruction during the summer and/or additional session. If an instructor teaches more than one hour, the rate will be multiplied by the number of equivalent lecture hours taught.

7. Conference Time During Additional Sessions

Each instructor will schedule one (1) conference hour per week for each two (2) semester hours of instruction. (The 60/40 rule regarding allocation of face-to-face versus virtual office hours will apply hereto as made and modified herein, ie. Summer 100% online courses).

8. Remuneration for Summer College

See Article VII, Section H.

9. Instructor Absence

An instructor may draw upon his/her sick leave during the summer term for absence due to illness. An instructor may also draw upon his/her personal leave during the summer term.

Note: Sick leave or personal leave taken July 1 to June 30 is charged to the contractual year beginning July 1.

J. Instructional Area Coordinators

1. Upon recommendation of the department chairperson and dean, instructional area coordinators may be appointed. The instructional area coordinator will be paid a minimum of \$1,500 a year (see job descriptions in Appendix A). Released time may also be approved. Instructional area coordinators will report to department chairpersons or appropriate administrators in areas without chairpersons. The setting of the level of remuneration and possible released time for each year will be based on a uniform formula.

2. When a new program has been developed and begun under Instructional Area Coordinators and the President and the Faculty Association agree that the college would be best served by the creation of a full coordinator position, such a position may be approved by the Board without the necessity of re-opening contract negotiations.

K. Department Chairpersons/Program Coordinators

1. See job descriptions in Appendix A.
 - a. Chairperson and Coordinator positions are expected to be filled by fulltime faculty members. In the event of a vacancy, where no member of the department has expressed an interest in performing the duties, a fulltime faculty member will be assigned by the appropriate reporting Vice President. After completion of a one year term, in the event that the serving faculty member wishes to be released from Chairperson/Coordinator duty, the appropriate reporting Vice President shall assign another departmental Fulltime Faculty member to perform the function. This assignment shall rotate through all of the fulltime faculty members of the department before being reassigned to a member for the second time. Compensation shall be paid in accordance with the Negotiated Agreement.
 - b. Faculty, serving in the capacity of Faculty Counselor Chairperson or Faculty Librarian Chairperson shall serve in that capacity for twelve month terms beginning each fiscal year. These positions shall be forty (40) hour per week positions and shall be compensated the greater salary based on the following formula:
 1. Counselor and Librarian Chairpersons will be compensated \$75,000 annually unless they are already earning in excess of that rate as base compensation. In that event, they shall be paid base, plus the annual negotiated increase ("new base"), plus an amount added to the new base NOT TO EXCEED a total of **3.0%** greater than the previous year. In no event will the compensation paid for these services ever exceed **3.0%** compounded as worked, annually over the preceding year's base.
2.
 - a. Faculty Counselor and Faculty Librarian chairpersons will work a forty (40) hour week and the same twelve (12) month schedule as the Counselors and Librarians.
 - b. For purposes of compensation and reduction in teaching load, five (5) part-time instructors teaching in a department are equal to one (1) full-time instructor.

c. Compensation and Reduction in Teaching Load for Department Chairpersons

Chairpersons' compensation shall be a combination of reduction in teaching load and an additional monetary stipend

	Extra LHE	Annual Compensation
No. of FT Faculty <u>Supervised</u>	Reduction in Teaching Load <u>Per Semester</u>	(% of Masters Col. I Starting pay)
3 - 7	3	20
8 - 12	5	21
13 - 18	7	22
19 and Over	9	23

d. Department Chairpersons will be appointed in the following areas:

Behavioral Science
 College Readiness (name subject to revision)
 Education
 English
 Health, Sport and Exercise Science
 Science
 Social Science
 Fine Arts
 Mathematics
 Associate Degree Nursing+
 Practical Nursing+
 Library Services*
 Counseling Services*

*non-teaching

3. Program Coordinators and Compensation

- a. The Schools of Health, Technology, and Business shall be served by Program Coordinators in the following areas.
- b. An increase equal to that established herein for the annual increase in base compensation shall be made each year.

<u>Coordinators</u>	<u>Annual Extra Duty Stipend</u>	<u>Overload Reduction in Teaching Load (LHE)</u>
School of Business		
Accounting/Business	\$3,800	3/Semester
Computer Information Systems	\$4,750	3/Semester
Hospitality Industry Administration	\$3,800	3/Semester
School of Health Technology		
Diagnostic Medical Sonography	\$3,400	3/Semester
EMT	\$1,850	3/Semester
Fire Science	\$1,850	3/Semester
Nuclear Medicine	\$2,350	3/Semester
Nurse Assistant	\$3,400	3/Semester
Ophthalmic Technology	\$3,400	3/Semester
Clinical Nursing Education	\$4,350	-----
Surgical Technology	\$2,350	3/Semester
Radiologic Technology	\$3,400	3/Semester
Allied Health	\$1,850	3/Semester
Certified Medical Asst	\$3,400	3/Semester
School of Technology		
Architecture	\$3,800	3/Semester
Automotive	\$3,800	3/Semester
Automotive GM	\$3,400	3/Semester
Automotive Honda	\$3,400	3/Semester
Criminal Justice	\$3,800	3/Semester
Engineering Technology	\$3,400	3/Semester
Ornamental Horticulture	\$4,350	3/Semester
Visual Communication	\$3,800	3/Semester

For any coordinator who held the position in Spring 2005 and for whom the amount above reflects a decrease, the individual will be grand-fathered in at his/her Spring 2005 stipend and will continue to receive the old stipend as long as he/she continues to hold the position. When the incumbent coordinator vacates the coordinator position, the new coordinator will be compensated at the above rate. Once the position changes, the stipend becomes the above stipend for the position. If an incumbent vacates a position and later returns to the coordinator position, the incumbent shall receive the above stipend for the position.

- c. Coordinators may opt to take the extra duty stipend as a dollar amount, as released time at the rate of one (1) LHE of overload per \$500, or a combination of money and released time.

4. Department Chair/Program Coordinator Summer Hours

- a. The dean, based on his/her evaluation of departmental need, shall assign Summer hours to department chairs with their consent. The dean may assign up to a maximum of four (4) LHE compensation at the chair's summer rate. The needs of the institution, the program, and the regular academic year formula will be utilized to determine base line data.

No. of F.T. Faculty	LHE Compensation
3 - 7	1
8 - 12	2
13 - 18	3
19 and over	4

Special circumstances may allow an increase in LHE compensation, up to the maximum, as recommended by the dean and approved by the Board.

- b. The dean, based on his/her evaluation of program need, shall assign Summer hours to coordinators with their consent. The dean may assign up to a maximum of four (4) LHE compensation at the coordinator's summer rate. The needs of the institution and the program(s) will be utilized to determine the amount of LHE compensation.

5. Term and Selection of Department Chairpersons/Program Coordinators

- a. Identification of Desired Qualifications

Each departmental faculty member will be invited to submit to the Dean a written statement citing qualifications desired for a chairperson/ coordinator. The Dean will formulate a set of desired qualifications derived from those submitted and from his/her view of the needs of the school and college. These qualifications shall be reviewed by the departmental membership prior to publication.

- b. Request for Applications

The Dean will request and receive applications from all department members interested in the position.

- c. Interviews, Consultation, and Decision

The Dean and all members of the department (who are not applicants) will interview each candidate. After considering all information gathered including the recommendation of department members, the Dean will make a recommendation to the appropriate reporting Vice President.

d. Evaluation and Term of Office

Department chairpersons/ coordinators cannot be removed from their positions except for cause.

- 1) Chairpersons/coordinators shall be reviewed by both the dean and members of the department.
 - 2) Reviews shall occur every three (3) years with the exception of newly appointed chairs/coordinators who shall be evaluated during years one and two and every three (3) years thereafter. Reviews shall occur in September or March.
 - 3) If a chairperson's/coordinator's performance is rated unsatisfactory by the dean and departmental membership, the chairperson/coordinator shall be given nine months to correct deficiencies and be reevaluated in May or December.
 - 4) Should the reevaluation also indicate unsatisfactory performance, the chairperson/coordinator may be removed for cause.
6. A coordinator of the Introduction to College Program shall be appointed and shall receive \$3,400 in additional compensation for duties which shall occur outside the regular work assignment (day). (Job description in Appendix A.)
- L. It is recognized that any extended absence by an instructor due to illness requires coverage of his/her assigned courses. Instructors assigned to cover classes will be paid on the basis of part-time instruction rate of pay for the first week and on the overload formula thereafter.

For those occasions in which an instructor is absent because of illness, Board-approved leave of absence, or student trip, it will be the responsibility of the instructor to determine the need for coverage of his/her courses during the period of absence. A substitute will not be automatically provided for each class. It will be the dean's responsibility to secure qualified substitutes with the aid of the department chairperson/ coordinator. Substitutes will be remunerated at the part-time instruction rate. If a substitute is not provided, the instructor shall provide an alternate learning experience for students and document same.

On those occasions when an instructor is absent to attend a Professional Development Activity, full-time members of the staff may be asked to cover classes without pay. Instructors attending PDA will be encouraged to assign to their classes work of an appropriate nature toward the achievement of course objectives.

M. College Calendar

1. See Appendix H for the College calendars.
2. The faculty calendar shall be based on the college calendar with terms defined as follows:
 - a. Duty - regular teaching day
 - b. Professional Day - day planned by individual departments
 - c. Workshop and Preparation Day - day designed for in-service activities or individual preparation.
 - d. Examination - period of time designed for terminal course activities.

N. Registration

During registration, if additional assistance is needed, registration work may be made available to full time faculty. All requests to work registration shall be made in writing, in duplicate, and shall be stamped by the appropriate administrator upon receipt, with one copy being retained by the faculty member. Faculty wishing to assist with registration must return the form by the specified deadline date.

All needs for registration assistance during limited student registration will be announced in the college bulletin (Dates & Deadlines).

Remuneration for such service will be paid at the rate of \$20 per hour.

O. Proctoring

All proctoring of special professional examinations, such as the General Education Development (GED), College Level Examination Programs (CLEP), American College Testing (ACT), and proficiency examinations will be done by full-time instructors at the rate of \$10 per hour. Full-time instructors will be given first opportunity to proctor. Instructors administering proficiency examinations must be qualified in that discipline.

P. Academic Freedom

Institutions of higher education are conducted for the common good and not to further the interests of either the individual teacher or the institution as a whole. The common good depends on the free search for truth and its free exposition.

Academic freedom is essential to these purposes and is fundamental for the protection of the rights of the teacher in teaching and of the student in learning. It carries with it duties correlative with rights.

Academic freedom shall be guaranteed to all faculty members and no arbitrary limitations

shall be placed upon study, investigation, presentation, and interpretation of facts and ideas concerning man, societies, the physical and biological world, and other branches of learning.

Faculty members shall be free to present instructional materials which are pertinent to the subject and level taught and shall be expected to present all facets of controversial issues in an unbiased manner.

As an individual of learning and a representative of the college, he/she shall remember that the public may judge the teaching profession and the college by his/her utterances. Hence, he/she shall exercise appropriate restraint, show respect for the opinions of others, and make every effort to indicate that he/she is not an institutional spokesperson.

If an individual or a group has a complaint about an instructor's conduct in the classroom, material being presented in the classroom, library materials, or other instructional materials, the complaint shall be handled as follows:

1. All complaints shall be submitted in writing and bear the signature of the writer(s).
2. Every attempt to resolve the complaint will be made at the department/dean level.
3. If a resolution does not occur through the above, the Faculty Association President shall be informed of the complaint and shall appoint a committee of faculty members to review the complaint. If the complaint concerns subject matter taught in the classroom, the committee shall consist of faculty members competent in that subject area and the Dean of the area. The committee shall complete its work within one month.
4. After completing its review, the faculty committee shall submit a written recommendation to the President.
5. The President shall review the committee's recommendation and shall forward it, along with his/her own recommendation, to the Board.
6. Any disputed materials shall remain in use in the college until the Board shall take formal specific action to remove the materials.
7. In disposing of a complaint, the Board shall not violate the academic freedom section of this agreement.

Q. Merit Pay Compensation

The Board agrees that the Administration shall commit at least \$200,000 over the life of this Negotiated Agreement for the purpose of establishing a Merit pay performance bonus (SURS non-creditable earnings) at times and with limitations as established and published by the College Administration. The awarding of this Merit pay performance bonus is subject to the sole discretion of the College President and is subject to the approval of the Board of Trustees.

R. Student Success Strategies Extra Duty Assignments

In performing the duties and responsibilities of a faculty advisor in defined structured activities, faculty members can play a key role in the academic and career advising process for Triton College students. Structured opportunities for faculty advising and other student success related initiatives will be offered. These activities as approved by the appropriate reporting Vice President, in his or her sole discretion, may be offered throughout the year as needed. Faculty participating in these initiatives will be offered a maximum of up to 3 LHE over maximum load per semester (Fall and Spring only). The ratio of duties to LHE is prescribed at a rate of 15 student contact hours to 1 LHE per semester. In no event will more than 3 LHE be compensated per semester and time for duties performed can neither be banked nor rolled over. Compensation hereunder is at the overload rate only.

ARTICLE IV

FACULTY BENEFITS

A. Leaves and Absences

1. Instructor Absences

Instructors shall report any illness or need to be absent from the campus to the office of a dean by 8:00 AM of the day they are to be absent. In case of unanticipated absence, the dean's office should be notified as soon as possible. The appropriate dean shall record absences and forward them to Human Resources.

Should an instructor need to leave the campus during scheduled hours, the instructor's dean should be notified before the instructor leaves. Instructors are not permitted to make arrangement for other staff members to meet their scheduled classes without the approval of the dean.

When the instructor has been on sick leave for more than five (5) teaching days, the appropriate reporting Vice President may require a written statement from a licensed physician indicating that the faculty member is "fit for duty." In such instances, the college will reimburse the instructor for the physician's office-call fee. The instructor will not be charged for leave days due to said required office call.

2. Types of Absences:

a. Sick Leave

- 1) On July 1, each full-time faculty member will be credited with twenty (20) days of sick leave per year. For first-year instructors joining the college after July 1, sick leave will be prorated on a quarterly basis. There shall be no limit on the accumulation of sick leave.
- 2) Upon retirement each full time faculty member will receive terminal reimbursement for up to sixty (60) days of unused sick leave calculated as follows (see Article I, paragraph O):
 - Twelve and one-half percent (12.5%) of the first four hundred (400) accumulated days.
 - Ten percent (10%) of accumulated days over four hundred (400).
 - (See Appendices for example application of formula)

Reimbursement will be based on the average of the five (5) highest consecutive years of base contractual salary. Payment shall be made for only those accumulated days not reported to the State Universities Retirement System for service credit. It shall be the faculty member's option to stipulate the number of accumulated sick days to be reported to SURS.

Reimbursement for unused sick leave will be prorated based on a 156

day academic year and remitted over a five year period with annual payments beginning the first payroll in January after retirement. In the event of the death of a retiree during the five year payment period, payment shall continue to be made to the estate of the retiree until completed.

Retirement for this purpose shall be defined by the State Universities Retirement System. However, age 55 shall be the minimum age to retire and receive terminal reimbursement under this agreement. Instructors will be permitted, upon written application approved by the Faculty Association Executive Committee and the appropriate reporting Vice President, additional days of sick leave when necessary but not beyond the date of qualification for disability payments. Any days so used will be deducted from sick-leave allowances the following years. If the faculty member does not return, any benefits derived under this provision will be repaid to the district. If after six (6) months the payment has not been fulfilled, the Triton Faculty Association will assume the obligation.

b. Court Appearance

An instructor may be absent to appear in court or arbitration as a jury member or as a witness in a court action in which he/she is not a litigant unless this is an outgrowth of performing his/her duties. In such cases, after the second day, he/she will be paid the difference between his/her regular salary and any compensation received for his/her services.

c. Accident Covered by State Compensation Insurance Fund

In cases where an instructor is absent because of work-incurred accident or illness, he/she is entitled to full sick-leave pay. He/she will be paid the difference between his/her salary and any Workers' Compensation received. The instructor's sick-leave record will be charged only for the portion of absence paid for by the district.

d. Parental Leave of Absence (Unpaid)

- 1) A parental leave of absence shall be granted for a period of up to twelve (12) weeks in compliance with the definitions and provisions of the Family Medical Leave Act (FMLA). Any leave in excess of 12 weeks may be granted in accordance with applicable Board Policy.
- 2) If a parental leave becomes effective during the instructor's probationary period, that period shall be extended for an additional length of time equal to the term of the leave for the reason that the evaluation of that instructor and his/her services for tenure purposes will be interrupted by the granting of such leave during the term thereof.

- 3) Insurance benefits ordinarily paid by the Board will be continued during the first twelve (12) weeks of a parental leave. After twelve (12) weeks, up to the one (1) year maximum, the instructor may purchase coverage in the group health plan by paying the unit cost in effect at that time. Accrued benefits will be retained and seniority will accrue during the leave of absence. Upon the one year anniversary date of the first date of long term absence, the COBRA rate will be charged to the employee through the last day of available sick time.

- 4) SURS Disability Benefits

Rules for disability benefits and qualifications are determined by the State University Retirement System (SURS) and should be contacted for application and concerning questions.

- e. Leave for Personal Health and Family Hardship (Unpaid)

Members of the Bargaining Unit may request an unpaid leave in accordance with and subject to Board Policy.

- f. Bereavement

All professional full-time instructors shall be allowed up to three (3) days' leave of absence, with pay, for a death in the immediate family as defined by Illinois State and U.S. Federal law. The dean may approve two (2) additional days if deemed necessary.

- g. Military Leave

- 1) A military leave of absence shall be granted to any faculty member who shall be inducted for military duty in any branch of the Armed Forces of the United States. Military leave shall also be granted for periods of time for the purpose of fulfilling commitments to the National Guard of any reserve component of the United States Armed Forces. Upon return from such leave, a faculty member shall be placed at the same position on the salary schedule that he/she would have been had he/she taught in the college during such period.
- 2) A military leave of absence shall be granted for periods of time for the purpose of fulfilling commitments to the National Guard or any reserve component of the United States Armed Forces. The instructors will receive full pay for a period not to exceed two (2) weeks of time and will pay to the district the amount of compensation received from the Armed Forces during that period. A military leave of absence will not be granted during Summer College unless authorized by the Board of Trustees.

- 3) In cases of involuntary emergency military duty, the instructor will receive full pay for the period of time served and will pay to the district the amount of compensation received from the armed forces during that period.
- h. Other Leaves of Absence (Unpaid)
- 1) Unpaid leaves of absence for one (1) year's duration or less may be granted to individual instructors. Requests for such leaves should be made through the President for Board approval.
 - 2) Application for an unpaid leave of absence must be made prior to March 1 for leaves beginning the following fall, and October 1 for leaves beginning the following spring. These deadline dates may be waived by the Board of Trustees under unusual circumstances.
 - 3) Unless otherwise covered in a specific unpaid leave section, faculty members on unpaid leave may choose to retain the following benefits: Medical/dental insurance; life insurance and disability insurance normally provided by the college; however, all costs associated with these benefits, including that part normally paid by the Board of Trustees for a full-time faculty member, will be paid by the faculty member while on such leave. Under special circumstances, the Board may choose to negotiate continuing benefits.
 - 4) Accrued sick leave, experience credit, and seniority level shall not be increased or decreased during the leave.
 - 5) Any restriction placed on an instructor applying for a leave of absence that will reduce, eliminate, or change the terms of the contract must be made in writing to the instructor and to the President of the Faculty Association.
- i. Personal Use Leave
- 1) All full-time faculty members are entitled to three (3) college days for personal business during each contract year without loss of pay or deduction from sick leave benefits.
 - 2) No explanation other than "Personal business" shall be required except for the following for which prior approval must be obtained from the appropriate dean:
 - a) The first week of a new semester.
 - b) Final exam week if the instructor has exams scheduled for that day.
 - c) The school day before and the first day after any extended school

break, e.g., Thanksgiving, Christmas, etc., if the instructor has any scheduled classes on that day.

- d) Two (2) or more consecutive days.
- 3) It is understood that if an instructor knows in advance that he/she will have to use a personal business day, he/she shall extend the courtesy and consideration of notifying the proper person in his/her department as far ahead of time as possible so that other arrangements can be made. The "last-minute" or "emergency" use of a personal business day should be the rare exception.
- 4) Unused personal leave days may accrue as sick leave.
- 5) Accrued sick leave, up to three (3) days per contractual year, may be used for Faculty Association business by Faculty Association officers if their personal use days have been exhausted.
- j. Released Time--Faculty Association Officers

Faculty Association Officers shall be granted a reduced teaching load of 15 LHE in total each fall and spring semester and 6 LHE over the summer to be distributed among any Faculty Association officers as determined by the Association; however, no faculty member may utilize the LHEs as any portion of his/her base load. Within the fifteen (15) hours, up to six (6) may be used for librarians or counselors who are elected to office. The Association shall notify the appropriate reporting Vice President in writing of reduced load by the end of the second week of each semester.

- k. Released Time - IFT/AFT Conventions

One member of the Association who has been elected as an official delegate to the American Federation of Teachers convention and one Association member who has been elected as an official delegate to the Illinois Federation of Teachers convention shall be granted a paid leave to attend the convention if such is necessitated by the convention dates.

B. Retention of Faculty Benefits

- 1. Paid Leave

Any instructor on a paid leave of absence, including sabbatical, shall retain all accrued and continuing benefits without exception during the period of said leave.

C. Retirement

Each full-time faculty member shall participate in the State Universities Retirement System in accordance with that system's regulations.

1. In exchange for timely notice, the amount of which is to be established by publication of an invitation of an offer from the office of the College President as appropriate, the Board agrees that the Administration shall commit at least \$200,000 over the life of this Negotiated Agreement for the purpose of establishing a retirement incentive bonus (SURS non-creditable earnings) at times and with limitations as established and published by the College Administration. This retirement incentive bonus requires the submission of an irrevocable retirement notice and is subject to the approval of the Board of Trustees.
 - a. Discretionary retirement slots as identified above are not pre-determined and are left to the sole discretion of the College President as indicated herein. Such slots shall be offered in groups of two (2) or more and shall be equal in bonus compensation within the group.

D. Post-Retirement Employment:

Due to pending and potential changes in law and SURS regulations, retirees are not guaranteed any form of post-retirement employment. There is no post-retirement program under this Negotiated Agreement and all prior post-retirement programs have fully expired. If the College, in its sole discretion, agrees to post-retirement employment and the State of Illinois or SURS implements a penalty to be imposed upon the college, over and above wage compensation, the post retirement employee is subject to immediate termination, without cause, or any further liability to the College since the employee is a voluntary retiree. Issues regarding post-retirement employment cannot be grieved because retirees are no longer covered by the Negotiated Agreement and are no longer members of the Bargaining Unit. The Board of Trustees shall make the final determination regarding employment and termination of employment.

E. Enrollment in Triton Classes

With the approval of the dean, enrollment in Triton classes, workshops, and seminars shall be available to all full-time faculty at no charge. No more than \$50 of course fees will be waived.

F. Family Scholarship

Enrollment in Triton classes shall be offered at a tuition rate of \$6 per credit hour to the spouse and dependent children of a full-time faculty member, (as defined by the Federal healthcare mandate). In the event a charge back cannot be obtained, the out-of-district tuition will not be assessed. No more than \$50 of course fees will be waived.

1. Triton College Fulltime Faculty retirees shall have available to them the same reduced tuition plan as the then existing members of the Fulltime Faculty Association for

themselves and covered dependents (as identified in the Federal Healthcare mandate) for a period of five (5) years from the last date of fulltime employment.

G. Mileage Reimbursement

Mileage in excess of the usual daily round-trip mileage traveled between home and Triton will be paid for by the college provided the said mileage is incurred while on official college business as defined and regulated by Triton Board Policy. Reimbursement will be at the prevailing Illinois state rate per mile.

H. Implementation of Tuition Reimbursement Plan

It is understood that the college will reimburse full-time contract faculty for the cost of tuition up to a maximum of twelve (12) semester hours per college year (capped at \$400.00 per credit hour) and up to \$40 in fees per course for successful completion of courses for which prior approval has been received. This reimbursement shall not exceed an accumulation of thirty (30) semester hours for those courses enrolled in after July 1, 1971.

1. Conditions of Approval

- a. A course must be offered by a regionally accredited graduate institution if taken for graduate credit and a regionally accredited institution of higher education if taken for undergraduate credit.
- b. Prior to enrolling in a course, a faculty member must submit a Continued Study Proposal to his/her dean for approval. The instructor shall notify the dean in writing within twenty-one (21) days of the starting date of the course of amendments to the proposal, and such amendments must be approved by the appropriate dean. The major criterion for approval would be that the courses contribute to the professional development and instructional skills of the faculty member. Approved courses could be in one of the following areas:
 - 1) In the faculty member's special field or fields if he/she has teaching assignments in more than one area.
 - 2) In a field closely related to the faculty member's special field(s).
 - 3) In courses which are designed to give greater understanding of community college organization, administration, teaching methods, counseling skills, and community relations.
 - 4) In a recognized degree program.

2. Reimbursement Claim

- a. Upon completion of an approved course, the instructor must fill out a Tuition Reimbursement Claim. A copy of the grade report and proof of payment must be attached to this form and submitted to the respective dean. Tuition reimbursement for approved courses will be paid within thirty (30) days after submission. Persons no longer employed by Triton College at the time of the payment date will not qualify for reimbursement.
- b. Payment will be made upon completion of approved courses in which an instructor has received at least a "C" or equivalent in undergraduate and a "B" or equivalent in graduate work.
- c. Under no circumstances will reimbursement be granted for more than twelve (12) semester hours per college year. Summer session will be considered part of the previous college year.

3. Reimbursement - Professional Growth Units

A faculty member may, upon his or her request, utilize reimbursable tuition (unexpended) for Professional Growth Units (PGU) activities in which some type of fee is assessed. The PGU activity must be approved by the dean. PGU value will be deducted from the maximum eligible reimbursable amount of twelve (12) credits per year and a maximum of thirty (30) since 1971.

I. Insurance

1. Group Health and Dental

- a. The premium for all benefits set forth in the Triton College Health and Dental Insurance Plan as adopted by the Board of Trustees shall be paid in part by the Board for each full-time faculty member covered by this Agreement. Each instructor will be provided with specifics regarding these insurance programs.

Coverage shall be provided on a premium co-payment basis with the faculty member share being set forth as follows:

The co-premium schedule is based on twenty-six (26) pay periods per year. The schedule will be prorated over twenty-one (21) pay periods per year for faculty members on that payroll option.

A Preferred Provider Organization (PPO) and Prescription Drug Card (employee to pay \$6 generic drugs/\$10 brand-name drugs/\$12 non-formulary) shall be a part of the health plan.

Responsibility for benefit plan rates will shift to the Health Insurance

Committee. Effective July 1, 2013 the health insurance co-premium will be revised through recommendation of the employee health insurance committee and as approved by the Board of Trustees. The co-premium amount shall be identical to the amount paid by any other full time employee group. The standard effective date shall thereafter be January 1 through December 31, however, the Board of Trustees at their discretion may revise the co-premium at any time with 180 days notice to the affected employees. The co-premium may be revised annually up to a cap of 18%.

- b. Insurance coverage begins immediately; employee has 31 days from the start of employment to enroll. Otherwise the next opportunity is during Open Enrollment (towards the end of the calendar year).
 - 1. The college will reimburse faculty 40 years of age and older for the cost of an annual comprehensive physical examination up to a maximum of \$300. The college will reimburse faculty under 40 years of age for the cost of an annual physical examination up to a maximum of \$200.

c. Maintenance of Efforts

It is the intent of the parties that the benefits provided to faculty members under this health insurance program shall not be diminished during the term of this Agreement. Should, however, either the state or federal government pass legislation mandating all employees/employers to participate in a national or statewide health care plan that diminishes benefits to employees or substantially affects cost to employers, then it is agreed that the current health insurance program will be renegotiated and agreed to between the Association and the Board within six (6) months of when such legislation takes effect.

- d. A joint health insurance review committee of employee groups shall exist. The membership shall be composed of two (2) faculty members (appointed by the TCFA President), two (2) classified employees, two (2) mid-managers, two (2) administrators, one (1) engineer, one (1) exempt member and one (1) police officer. The Associate Vice President of Business shall be one of the administrative members and shall serve as one co-chairperson. Another co-chairperson shall be elected by the committee. Committee members shall serve a two-year term. The College's external plan administrator and the college Human Resources representative shall serve as resource person(s) to the committee.

The committee will be charged with, but not limited to:

- 1) study of plan coverage;
- 2) comparing the plan with other types of plans;

- 3) changes to co-premium rates;
- 4) study of cost savings alternatives; and
- 5) wellness programs

The committee shall convene at least once each semester with the goal of providing the highest quality health insurance coverage in the most cost-effective manner.

Committee recommendations are presented to the Board of Trustees for their review and approval.

2. Group Life Insurance

The board shall pay the total premium for group term life insurance coverage equal to two (2) times each faculty member's base salary (exclusive of overload, summer pay, and any other stipend).

3. IRS Section 125 Salary Reduction Program

- a. The board shall implement and make available to faculty members, at board expense, an IRS Section 125 salary reduction program to the fullest extent provided by the IRS rules and regulations for eligible non-reimbursed medical expenses, and dependent care expenses. All enhancements, reductions, alterations, and changes hereinafter adopted by the IRS shall have a like effect on the plan provided by the board.

This program shall be supplemental to the other insurance coverages contained in the agreement with the association and shall not permit the employee to withdraw from these basic insurance coverages.

- b. Chapter 125 of the Internal Revenue Code shall be utilized to shelter the employee contribution for dependent coverage at no cost to the faculty member.

J. Loss of Faculty Benefits

Any staff member who is absent for a period of thirty (30) consecutive calendar days with no stated reason, or a reason deemed unacceptable by the Board of Trustees, shall be terminated from employment and forfeit all benefits.

ARTICLE V

GRIEVANCE PROCEDURE

OBJECTIVE

It is the declared objective of the Faculty Association and the Board of Trustees and/or its designated representatives to encourage the prompt and informal resolution of complaints of faculty members as they arise and to provide recourse to orderly procedures for the satisfactory resolution of formal complaints.

A. Definition

A grievance shall mean a complaint by a faculty member if he or she believes that there has been a violation, misinterpretation or inequitable application of agreements negotiated by the Board of Trustees in agreement with the Faculty Association. As stated herein, the term "faculty member" shall also mean a group of instructors having the same grievance.

B. General Procedure

Pre-Grievance Stage – Within fourteen (14) calendar days of an event giving rise to a potential grievance where the faculty member or the Association first knew or should have known of the alleged violation, a written summary of the complaint (not a formal grievance) must be presented to each member of the College's executive administration. Following the distribution of this written summary, joint efforts shall be made by the College administration and the Faculty Association Grievance Committee to resolve the complaint. If the complaint is not resolved to the mutual satisfaction of the parties involved within thirty (30) calendar days of the event identified above, the faculty member or the Association must file a formal grievance, by 5:00 P.M. on the thirtieth (30th) day following the event or the matter is considered closed and the faculty member is barred from filing a grievance on said matter. Once the formal grievance is filed, the timeline as set forth below shall be followed.

Step 1 – Grievance Vice President

1. No complaint shall be termed a "formal grievance" until such time as the faculty member submits the case in writing to the Faculty Association Grievance VP and such complaint has been formalized into a writing by the Grievance VP and submitted in individual paper copies or electronically to the College's executive administration, the administrator with immediate supervisory responsibility over the area and the administrative head of human resources. The Grievance VP shall have the right and responsibility to discuss the case with the appropriate chairperson, coordinator, dean, or college official to determine whether the complaint may be settled at this step.
2. If the Faculty Association Grievance VP determines that the grievance cannot be resolved at this step, he/she shall, in conjunction with the Faculty Association Grievance Committee, make the decision whether the complaint has sufficient merit to commit the Faculty Association to Step 2. As soon as the chairperson shall be convinced that the issue cannot be resolved at Step 1, he/she shall prepare a written memorandum to that effect and forward copies to all parties likely to be involved in later steps so that they may prepare to act efficiently when the official grievance reaches the step at which they are likely to become involved.

Step 2 - Vice President

If the grievance is not satisfactorily resolved through Step 1, an appeal by the grievant or the Faculty Association may be submitted to the appropriate College Vice President or administrator designated by him/her to act upon grievances in the event of the Vice President's absence from campus.

Step 3 - Elected Faculty Association Officers/College President and Vice Presidents

If the grievance is not satisfactorily resolved through Step 2, an appeal by the grievant or the Faculty Association may be submitted to the elected Faculty Association officers and the College President and Vice Presidents.

Step 4 - Arbitration

If the grievance is not satisfactorily resolved at the preceding step, the Association only may submit it to binding arbitration. The Association shall promptly request of the American Arbitration Association that it provide panel(s) of qualified arbitrators from which the parties may make a selection pursuant to the practices of the American Arbitration Association which shall also serve as the Administrator of the proceedings.

1. Authority of the Arbitrator

The arbitrator shall have no right to alter, amend, modify, nullify, ignore, enlarge, add to, delete, subtract from, or change the provisions of this Agreement, or the provisions of written Board Policies or written Board Rules and Regulations. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Board and the Association and shall have no authority to make any decisions or recommendation on any other issue not so submitted. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the applicable laws, rules, and regulations having the force and effect of law.

2. Expenses of Arbitration

The fees and expenses of the arbitrator shall be divided equally between the Board and the Association; provided, however, that each party shall be responsible for compensating its own representatives or witnesses. All other expenses shall be borne by the party incurring them.

The parties agree to schedule arbitration hearings insofar as practicable at times when faculty members can be present to testify as witnesses without interfering with their teaching or other assigned duties. Unless the parties mutually agree otherwise, arbitration hearings shall be held at the college's campus in River Grove, Illinois.

C. Appeals

All appeals under this procedure will be accompanied by a written statement which indicates specifically why the disposition of the grievance at the lower level is unsatisfactory.

D. Group Grievances

Grievances presented by groups of faculty members or by the Faculty Association for all faculty members will be submitted initially in writing to the designated Vice President. A grievance which is not satisfactorily resolved by the Vice President may be appealed to Step 3 or the above procedure.

E. Time Limits

1. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall be considered a denial and will permit the aggrieved party to proceed to the next step.
2. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits will be considered to be acceptance of the decision rendered at that step.
3. The time limits specified in this procedure may be extended in any specific instance by mutual written agreement.
4. Disposition and Appeal
Submission by the individual within ten school days after the occurrence of the event giving rise to the grievance, or after the grievant had knowledge of the event, as proven by the Board of the event giving rise to the grievance.

Pre-Grievance stage: written complaint within fourteen calendar (14) days formal grievance within thirty calendar (30) days

- Step 1 Disposition within three school days*. Appeals within five school days.
- Step 2 Disposition within five school days*. Appeals within five school days.
- Step 3 Disposition within seven school days*. Appeals within five school days.
- Step 4 Arbitrator to be chosen within fifteen days of appeal from Step 3.

*Assuming the responsible administrator is on campus.

The deadline for filing a notice under this Article is at or before 5PM of the due date. If the deadline for a filing falls on a Saturday, Sunday or Holiday that the College executive offices are closed, it must be filed by 12:00 NOON on the first day of business thereafter.

ARTICLE VI
CONTRACTS, DISMISSALS, EVALUATIONS

A. Selection of All Instructors

The following procedure is to be observed in the selection of all potential instructors for presentation to the Board for employment:

1. All vacancies shall be posted and advertised by the Department of Human Resources.
2. To be considered for employment, an applicant must submit a completed official application along with all required supplemental documents to the Department of Human Resources on or before the application closing date.
3. Immediately after the closing date the Department of Human Resources will make available electronically the documents of applicants to the chair of the hiring committee.
4. When feasible, the dean and department chairperson/coordinator along with members of the committee will review documents and interview candidates as a committee and recommend to the appropriate reporting Vice President the consensus decision of the committee. In the case of interdisciplinary programs, other appropriate chairpersons or coordinators should be represented on the hiring committee.
5. The appropriate reporting Vice President, in consultation with the Director of Human Resources will recommend an appropriate salary and forward a final recommendation to the President.
6. Initial salary placement will be on the appropriate column and step within the structure of the starting grid as contained in this Agreement. Placement shall be in accordance with Article VII. Section A.1.c.
7. Temporary Full-Time Faculty
 - a. Temporary full-time faculty who shall be defined as those instructors who are issued a contract for two semesters or less but no more than two semesters, may be employed on a time specific special contract for the purpose of filling temporary vacancies as defined by the contract, such as illness, parental leave, and sabbaticals. Temporary full-time instructors are not eligible for Bargaining Unit membership.
 - b. Temporary full-time instructors are to hold the proper academic requirements for the area to which they will be assigned.
 - c. Grants Faculty
 - 1) A new faculty employed under a grant award will be entitled to all of the regular benefits of this contract, and will be considered a member of the

Faculty Association if the faculty is assigned to teach in an existing curriculum. In the event that the grant is terminated, expired, grant funding is reassigned or is unavailable for use for faculty employment; the employee shall be terminated and no longer be entitled to the provisions of this contract.

- 2) A new faculty employed under a grant award and assigned to develop a new curriculum will receive all contract benefits when the curriculum is approved by the Triton College Board of Trustees and the Illinois Board of Higher Education. The tenure provision will not apply until such time as the curriculum is approved. If the grant program is discontinued, the faculty will no longer be entitled to the provisions of this contract.
- 3) For the duration of the grant program, agreements between the granting agency and the college shall supersede the contractual provision.
- 4) Existing faculty who receive grant awards will continue to receive all contractual benefits. If the grant program is discontinued, the faculty will return to his/her former position without the loss of seniority or accrued benefits.
- 5) Faculty who receive a stipend under a grant, and who perform duties and receive compensation over and above those in the Negotiated Agreement shall perform those duties subject to the terms and conditions of the grant and outside the hours of employment under this Negotiated Agreement, and shall also comply with documentation requirements under the grant.

B. Evaluation

1. For tenured faculty members, the objectives of evaluation are:
 - a. To improve the instructor's quality of instruction,
 - b. For staff development.
2. For non-tenured faculty members, the objectives of evaluation are:
 - a. To recommend continued employment,
 - b. To improve the instructor's quality of instruction,
 - c. For staff development.
3. Full-time faculty members shall be evaluated on a regular basis. (See Faculty Handbook for professional review procedures.)
 - a. Non-tenured faculty - one (1) assessment per semester.

- b. Tenured faculty - one (1) time every two (2) years.
 - i) Faculty scheduled for 2012 evaluation shall be evaluated first in order then; before any faculty member in a Dean's Division can be evaluated again, all other faculty of the same Division must be fully evaluated including the completion of the Dean's written evaluation.
- 4. Written evaluations will be forwarded through the appropriate reporting Vice President to the Department of Human Resources for inclusion in the faculty member's personnel file.

C. Tenure, Dismissal and Re-employment

- 1. Tenure, dismissal of tenured faculty members, and re-employment and dismissal of non-tenured faculty members shall be in accordance with the applicable Illinois statutory provisions. (The current statutory provisions are set forth in Appendix E for information purposes only.)
- 2. Any non-tenured faculty member whose contract has been renewed and who does not signify, in writing, acceptance of the notice of the terms and conditions of employment within thirty (30) days following tender (mailbox rule) of same with the U.S. postal service shall be deemed to have refused said renewal.

D. Termination of Employment

The resignation of an instructor shall be submitted in writing to the appropriate reporting Vice President no later than 60 days before the start of the fall semester. Bona fide moves for advancement or other unusual circumstances may receive special consideration by the Board of Trustees.

E. Seniority for the Purpose of Retaining Tenured Faculty

- 1. Determination of seniority: Seniority, the priority that comes because of length of service in the college, will be determined within a department and within the college on the following principles:

Seniority of tenured faculty members is based on the date of beginning continuous full-time employment. Conflicts of seniority among tenured faculty members with the same beginning date of full-time employment shall be resolved by earlier dates of part-time employment, or application for employment, in that order.

- 2. College-wide seniority and retention of employment: For purposes of retention of employment in the event of a reduction in size of tenured faculty or elimination for one academic year of courses which a tenured faculty member is qualified to teach, the least senior member in his/her field of qualification shall be first to be dismissed.

Dismissal shall be considered only if it is impossible to provide him/her with a full-time program through the elimination of non-tenured, part-time instructors or overload assignments.

3. Teaching Qualifications

Faculty teaching at Triton College must meet minimal academic standards to be qualified to teach, as such qualifications are set forth in this Agreement, and such requirement is applicable throughout this Negotiated Agreement and all College departments. Faculty teaching non-transferable courses must possess at least one degree level higher than the level of the coursework being taught. The minimum degree a faculty member must possess is a Bachelor's degree. Faculty teaching courses for (Illinois Articulation Initiative) IAI transfer to other colleges must have a Masters degree in the subject area taught or a Masters degree and 18 hours of post-graduate study in the subject area taught. All degrees must be issued by an institution accredited by regional or national accrediting agencies recognized by the U. S. Secretary of Education.

Existing bargaining unit members, hired before July 1, 1987, shall be exempted. All others shall be given 6 years time to achieve qualification and must show annual progress of at least 1/6th of the requirement per year. Sabbatical shall be granted to those requiring 30 hours or more (they must stay employed at the college in accordance with the terms and conditions in the Negotiated Agreement or repay the college) to achieve the requisite requirement stated above. Failure to achieve the requisite requirement or to make the requisite progress shall constitute "cause" for immediate termination, regardless of tenure status, and shall relieve the College of any further duty to retrain or rehire, imposed upon the College.

The qualifications of a faculty member to teach specific courses or in particular fields shall be determined by any one or more of the following:

- a. Teaching field specified in a college certificate or employment contract.
 - b. Number of years of teaching experience in his/her field at the college level.
 - c. Graduate degrees or graduate work amounting to at least eighteen (18) hours in the field.
 - d. Where a faculty member cannot qualify to teach in a particular field on the basis of the above criteria, and where no graduate academic preparation is possible, relevant outside work experience may be considered.
4. Administrators do not accumulate faculty seniority during periods of administrative service.

F. Teaching Preference

It is understood that qualified full-time instructors have first preference to teach courses over adjunct instructors. A full-time instructor's basic load may be made up of hours taught in more than one department (if base load cannot be achieved within their home department). The instructor can teach only in the department where he/she appears on the seniority list (and priority of selection is based upon seniority within the department). If courses are available, full time instructor's base load should be made up of hours within their department.

After all full-time faculty have selected their base and overload courses, the dean of an area shall solicit qualified full-time faculty to teach a specific course section. If all qualified full-time faculty (FTF) members decline (or do not respond after a reasonable period of time) that particular section, an adjunct will be assigned. FTF may not bump the adjunct of this particular section unless one of their (FTF) courses has been withdrawn or the scheduling of one of their courses has been changed by the administration.

The college schedule of classes for each division of the College and master schedule of non-instructional activities (services by counselors and librarians) shall be formulated by the appropriate department chairpersons/ coordinators and the dean taking into consideration the needs of the students and the institution. Should there be lack of agreement; the dean shall have final responsibility.

a. Introduction of New Curriculum

Curriculum developed by the Administration shall be brought forth to the Curriculum committee by one of the following methods, in order: Fulltime Faculty; Chair of the Curriculum Committee; President of the Faculty Association; or an Administrator, in the event that all of the previously mentioned persons or parties have not done so.

G. Orderly Withdrawal of Curriculum

1. The Board and the Faculty recognize that circumstances may develop which will require the termination of either a curriculum or a subject (when an organized curriculum does not exist). The college deems it to be essential to minimize the adverse effects which such action may have on the students and the faculty who may be affected by such action. Accordingly, the following policy shall be in effect:

A report following the Internal Program Review (IPR) process shall be submitted to the College Curriculum Committee in October of each year citing those curricula which are subject to Orderly Withdrawal declining curricula. The IPR process (subject to change) is set forth by reference only in Appendix "J" attached hereto. The procedure to determine the continuance or termination of such programs will be as follows:

Preliminary review: The Dean, in consultation with the department chairperson or coordinator (where appropriate), will submit a report for each low rated curriculum or subject (when organized curriculum is not in effect), indicating those factors which appear to be directly responsible for the low rating. All

affected fulltime instructors within the department/subject will be contacted and given the opportunity to provide input at this early stage.

Step One: The Dean's report will include a recommendation for either continuation or termination of the program and may be issued at anytime during the year. If termination of a program/subject is recommended, the rationale will be attached.

a. When a curriculum repeatedly has low rating but extenuating circumstances prevail, those conditions will be explained.

Step Two: A Study Committee shall be appointed by the Curriculum Committee to review the Dean's report and any other information members of the affected department wish to present. The Study Committee shall first convene within one week of the issuance of the Dean's report (or within one week of the start of the next semester if the notice is issued during Summer or Winter break) and shall consist of an administrator from the affected area, the chairperson/coordinator directly involved in the recommendation, a representative of the Business Office, a representative of the Counseling Department, and three instructors from the College Curriculum Committee.

a. The Study Committee shall review the recommendations and provide an opportunity for any instructors affected by the recommendation to address the committee and to submit any information which he/she feels is pertinent to a final decision.

Step Three: The Study Committee shall present its written recommendation to the College Curriculum Committee within 5 weeks. The recommendation may include a majority and a minority report.

Step Four: The College Curriculum Committee will examine the Study Committee report and make its recommendation to the Academic Senate at the next regularly scheduled Academic Senate meeting. The recommendation may include a majority and a minority reports.

Step Five: At that same meeting, the Academic Senate will examine the report(s) and submit a recommendation to the President by the end of the month or before the end of the current semester, whichever is sooner. The recommendation may include a majority and minority report.

a. When a program has been reported to the College Curriculum Committee for termination and a decision has been made by the College President not to forward a recommendation to the Board of Trustees, a program improvement plan will be developed by the faculty and the administration.

b. During the program improvement timeline, the program may be returned to the college curriculum committee for orderly withdrawal if insufficient progress has been made toward improvement. This second recommendation for program/subject termination may be submitted as outlined above and may

be effective with either the Fall or Spring semesters.

Step Six: The College President will examine the recommendation and make a recommendation to the Board of Trustees for their deliberation and action. The recommendation may include a majority and a minority report.

Step Seven: The Board of Trustees shall act on the recommendation of the President at the next available Board of Trustees meeting or as soon thereafter as is practicable. The Board action will be effective for the Fall semester of the same year.

2. The Parties agree to a commitment to retrain displaced faculty due to this Orderly Withdrawal with up to 15 graduate hours (even if they have exhausted the 30 hour maximum) in an area of benefit to the college in an approved course of study subject to the other terms and conditions set forth for tuition reimbursement. This retraining shall be completed within 18 months to be eligible for the reimbursement and shall be accomplished without paid leave by the college, unless the faculty has the use of their own banked hours or is granted an earned sabbatical subject to the approval terms and conditions as set forth in the Negotiated Agreement. If the faculty member from a displaced program applies for and is eligible under the other provisions of this Negotiated Agreement, the Board will give special consideration to the need for a sabbatical, but the Board is not required to grant it.
3. When the instructor has completed retraining and applies for an available position at the college, the instructor will be treated as an internal applicant.
4. District Fiscal Difficulties

In the event that programs must be terminated for fiscal reason, high-cost programs will also be reviewed according to the procedure described above, but the timeline shall be accelerated to the earliest possible semester as determined by public action taken by the Board of Trustees, but in no event shall a faculty member be given less than ninety (90) calendar days notice. A high-cost program is defined as one whose cost exceeds the average cost of programs by fifty percent or more. Any review of these programs for possible termination should consider the popularity and success of the program in terms of the number of graduates and job placements as well as the space of the number of graduates and job placements as well as the space utilization and any other factors which may be the basis for a decision. If it is possible, an early decision should be made to provide as much lead time as possible to the faculty affected.

ARTICLE VII
PROFESSIONAL COMPENSATION

A. Salary Schedule – Incoming Fulltime Faculty

1. Starting salary
 - a. Incoming Fulltime Faculty are hired within the parameters of the following starting scale. Placement on this scale is determined by years of experience, teaching experience, academic credentials and consideration is given to other academic related experience, especially in the Community College setting.
 - b. Standard starting grid: (Approximately 1% increase each fiscal year)

Fiscal Year	Column 1 Masters Degree	Column 2 Masters plus 30 hrs	Column 3 Masters plus 60 hrs	Column 4 Earned Doctorate
2019	\$47,698 to \$51,449	\$52,945 to \$57,109	\$58,769 to \$63,391	\$63,471 to \$68,462
2020	\$48,175 to \$51,963	\$53,474 to \$57,679	\$59,356 to \$64,024	\$64,105 to \$69,146
2021	\$48,657 to \$52,484	\$54,009 to \$58,257	\$59,950 to \$64,665	\$64,746 to \$69,838

- c. The starting grid shall remain static throughout the term of the Negotiated Agreement. The College Administration reserves the right to move beyond the Standard Starting Grid at the discretion of the College President; considering factors such as having greater than 5 years experience, demand and availability of faculty in the subject matter being hired.

B. Basic Salary

1. The salary schedule shall consist of four columns:
 - a. Master's
 - b. Master's plus 30
 - c. Master's plus 60
 - d. Earned Doctorate*, Ph.D., Ed.D., M.D., D.D.S., D.A., J.D.

*Must have 32 or more hours in teaching area with at least eighteen (18) graduate hours to qualify for this column.

2. Existing members of the bargaining unit shall receive:
 - a. For the 2018 – 2019 academic year, effective August 29, 2018, the prorated annual base salary of all existing fulltime faculty shall be increased by approximately (Two percent) 2.0% (rounded to the nearest whole dollar). The basis upon which the prorated annual base salary shall be calculated shall be as base salary was previously paid as base salary during the 2017-2018 academic year.
 - b. For the 2019-2020 academic year, the base salary of all existing fulltime faculty shall be increased by approximately (Two percent) 2.0% (rounded to the nearest whole dollar). The basis upon which the base salary shall be calculated shall be as previously paid during the 2018-2019 academic year.
 - c. For the 2020 – 2021 academic year, the base salary of all existing fulltime faculty shall be increased by approximately (Two percent) 2.0% (rounded to the nearest whole dollar). The basis upon which the base salary shall be calculated shall be as previously paid during the 2019-2020 academic year.
- 3.. Horizontal movement (a/k/a column movement) on the salary schedule reflected above for instructors with a master's degree is dependent upon earning additional hours of approved course work or professional growth units as defined in Article VIII, or a combination of approved credit hours and professional growth units. No more than ten professional growth units per column shall be counted. An instructor shall not receive an annual increase in the same academic year in which he/she moves horizontally in column movement.
4. Instructors with less than a master's degree will advance horizontally one column with each 30 semester hours of approved study or professional growth units as defined in Article VIII, or a combination of approved credit hours and professional growth units, beginning with the date of employment. No more than ten professional growth units per column shall be counted toward column movement. An instructor shall not receive an annual increase in the same academic year in which he/she moves horizontally in column movement.
5. Upon receiving sufficient college credits by the first class day of the fall semester and meeting the above eligibility requirements, individuals shall be moved horizontally within the payroll system. Written notification of intent to move must be submitted to the appropriate reporting Vice President on or before August 15 of the year the movement is contemplated. The necessary documentation shall be submitted on or before the first class day of the fall semester. A signed grade card shall be sufficient documentation pending receipt of the certified college transcript.
6. Only graduate credits from accredited institutions received after the date of conferring the master's degree shall be considered for advancement on the salary schedule. Courses must receive prior approval. Approval shall be the same as for tuition reimbursement requirements as set forth in Article IV. H., 1. a., b. All degrees must be issued by an institution accredited by regional or national accrediting agencies

recognized by the U.S. Secretary of Education.

a. Column movement shall have a specific static value (rounded to the nearest whole dollar).

1. Movement from column 1 to 2 shall be set at eleven (11%) percent.
2. Movement from column 2 to 3 shall be set at eleven (11%) percent.
3. Movement from column 3 to 4 shall be set at eight (8%) percent.

7. For the classes listed here, a 0.8:1 ratio continues, and the instructor will receive \$60 per laboratory hour per semester. (See attached MOU)

PE activity classes, MUS 177, 179, 180, 181,

C. Overload and Summer Rate of Pay

1. Overload payment for teaching faculty is based on a formula based upon the individual full time faculty members annualized base salary for that academic year. Faculty members shall receive one and one-tenth (1.10%) percent of their annualized salary for overload work, but in no event will it be less than the salary paid to the highest paid adjunct faculty member and in no event will it be greater than the percentage increase granted to the base salary over the prior year's overload compensation.

In the event that a faculty member successfully achieves and is granted column movement during the academic year, intervening between overload assignments, an adjustment equal to the value of the column movement shall be made to the compensation ceiling reflected in the immediately proceeding paragraph.

- a. Except as provided in VII.D.1.b., overload shall be paid for all hours taught which exceed the base load of thirty (30) LHE per academic year (Fall and Spring semester). Overload shall be compensated each semester for all LHE taught over fifteen (15); however, if the instructor teaches only fourteen (14) LHE in the Spring semester and an overload payment was made for the Fall semester, the instructor's Spring base pay will be reduced by one (1) LHE times the overload rate paid in the Fall.
- b. Where a twenty-seven (27) LHE base teaching load is applicable, overload shall be compensated in the Fall semester for all LHE taught over fifteen (15). Overload shall be compensated for the Spring semester for all LHE taught which exceed the annual base load of twenty-seven (27) LHE for which overload compensation was not received in the Fall. However, if the instructor was paid for overload in the Fall and teaches base load in the Spring semester less than the number required to complete the twenty-seven (27) LHE, the instructor's pay will be reduced by one (1) LHE times the overload rate for each LHE less than the twenty-seven (27) LHE base load minimum.

- c. Plunkett Amendment: No faculty member shall be asked to teach an overload course or a summer school course, or any portion thereof, for which he/she is not paid in full. Faculty that serve in an overload capacity as Counselors or Librarians shall be paid an overload rate of \$26 per hour worked.
- 2. Counselors and Librarians Approved to Teach Outside of their Department
 - a. Time worked beyond the eight-hour work day teaching outside of their own department shall be paid at the LHE rate and is not bankable

D. College Work Year

- 1. Work year for the purpose of computing daily compensation for Faculty, shall be 161 days. The academic work year (fall and spring semesters) for the Faculty is one-hundred-sixty-one (161) days in accordance with the faculty calendars. (See Appendix H)

Fall Semester – Fall Faculty Workshop, 75 instructional days, and 4 final exam days.

Spring Semester – Spring Faculty Workshop, 75 instructional days, and 4 final exam days, and Graduation.

All Faculty, Counselors, and Librarians are required to attend the Fall Faculty Workshop, the Spring Faculty Workshop, and Graduation. If a Faculty member, Counselor or Librarian is unable to attend either the Fall or Spring Faculty Workshop day, or Graduation due to illness, a sick day shall be utilized. If a Faculty member, Counselor, or Librarian is unable to attend for any other reason, a personal day shall be utilized. If the Faculty member, Counselor, or Librarian has no sick or personal days accrued, as appropriate, the Faculty member, Counselor, or Librarian's pay shall be reduced at the agreed upon daily rate.

For those counselors hired after July 25, 2002, the Administration has the ability to schedule counselors for more than one late night per week, including Fridays, yet not to exceed two nights per week. In addition, the Administration has the ability to schedule counselors for weekend hours, up to two Saturdays per month. The counselors will follow the regular eight hour workday, forty (40) hours a week. However, if a counselor is called in to work a shift on a Saturday and the shift is less than a eight hour period, then the remaining hours may be worked on the same Saturday or during the regular work week.

- 2. The work period for counselors hired after July 1, 2005 is twelve (12) months. The work year for the purpose of computing the daily compensation shall be 260 days.

- a. Regular paid holidays are:

New Year's Eve Day, New Year's Day, Martin Luther King's Birthday, President's Day, Spring Holiday, Memorial Day, Independence Day, Labor Day, Faculty Holiday, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, and Christmas Day, and two additional floating holidays. (When any regular paid holiday falls on a Saturday, the preceding work day shall be observed. Should it fall on Sunday, the following work day shall be observed.)

A holiday falling within a vacation period shall not constitute a vacation day. A holiday occurring while an employee is on leave of absence for sickness or injury shall not be counted against sick leave.

3. Paid Vacation – 12 month Counselors and Librarians

- a. Paid vacation shall be credited to on July 1 of each year as follows:

From day 1 year 1 – 25 days vacation

From day 1 year 3 – 30 days vacation

From day 1 year 6 – 35 days vacation

- b. Vacation requests for Counselors and Librarian will be submitted on the appropriate form to the immediate supervisor and are to be verified by the Human Resources Office. Whenever possible, the requested time shall be granted. Recommended vacation periods for Counselors are October and February. In the event a 12-month counselor or librarian wishes vacation during other periods, the request shall be granted so long as not more than two 12-month counselors or librarians are on vacation at a given time. Vacation during spring break requires pre-approval from the dean of the area. No vacation will be granted in January or August for Counselors.
- c. Upon separation from employment, unused vacation time to a maximum of thirty (30) days shall be paid on a pro-rata basis.
- d. Upon commencement of an approved leave of absence, unused vacation time accrued but not used, to a maximum of thirty (30) days, may be paid on a pro-rata basis at the option of the 12-month counselor or librarian.

E. Pension Plan

1. Participation in the State Universities Retirement System (SURS) is mandatory from the beginning date of full-time employment.
2. Upon termination of employment, an employee may apply to SURS, in accordance with rules as established by SURS and solely under their control for a refund of the contributions plus interest.

F. Remuneration for Extra-Duty Professional Assignments

1. New instructors whose special qualifications and whose agreement to direct, sponsor, or coach a co-curricular activity are major considerations for their initial employment are expected to fulfill that co-curricular obligation on a continuing basis. In critical areas requiring specific skills and qualifications, namely, head coaching positions, fine arts activities, and sponsorship of the student newspaper, satisfactory fulfillment of a co-curricular obligation on a continuing basis may be a condition of re-employment if:
 - a. The co-curricular position cannot be filled by a qualified member of the college's current instructional staff and/or
 - b. current staffing does not permit the hiring of an additional full-time instructor qualified to fill the co-curricular position and/or
 - c. the department chairperson, dean, and Board of Trustees agree that the position cannot be filled satisfactorily by adjunct faculty.
 - d. Fine Arts Department
 - 1) Fifth Avenue Journal Sponsor: \$3,000 per year plus 3 LHE reduction in load per semester.
 - 2) Art Gallery Director: \$2,500 per year.
 - 3) Director of Bands: \$2,500 per year plus 3 LHE reduced load per semester.
 - 4) Director of Choral Activities: \$2,500 per year plus 3 LHE reduced load per semester.
 - 5) Artistic Director of Theatre \$0 plus 3 LHE release per semester.
 - 6) Director of Competitive Speech Activities: \$2,000 per year plus 3 LHE reduced load per semester.
 - 7) Assistant Director of Competitive Speech Activities: \$1,800 per year.
 - 8) Director of Plays: \$2,500 and 3 LHE hours reduced load per play: one play per semester
 - c. Other Programs (for which full base teaching load is required)

Academic Senate Chairperson	\$3,500 per year
Ariel & Poetry Contest	\$3,000per year
Chair of Academic Senate Curriculum Committee	\$3,500 per year
Coordinator of Total Fitness Center	\$2,200 per term
	(Fall, Spring, and Summer term)
Faculty Advisor to Phi Theta Kappa	\$1,500 per year

Coordinator of Model Illinois	\$1,500 Spring sem.
Coordinator of Model United Nations	\$1,500 Spring sem.
	\$1,000 Fall sem
Coordinator of Scholars Program	\$2,500 ea. Fall and Spring semester and \$1,250 Summer term
Coordinator of Science Lecture Series	\$1,000 per year
Coordinator of WYSE	\$800 Spring sem.
Coordinator of Writing Assessment	\$3,500 per year
Grant Funded Activities	As recommended by the College President and approved by the Board of Trustees.

Lead Instructors:

Anatomy	\$1,500 per year
Art	\$1,500 per year
Biology	\$1,500 per year
Chemistry	\$1,500 per year
*College Readiness Math	\$2,200 per year
*College Readiness Reading	\$2,200 per year
*College Readiness Writing	\$2,200 per year
Speech	\$1,500 per year
Music	\$1,500 per year

- d. Stipends for extra duty professional assignments may be taken as a dollar amount, as released time at the rate of one (1) LHE of overload per \$500, or as a combination of money and released time. (Stipends are not bankable).
 - e. * It is understood that if the College Readiness Chair is from the English department, there will be two math Lead instructors and one English lead instructor. If the College Readiness Chair is from the Math Department, there will be two English Lead instructors and one Math Lead instructor.
3. If the staffing does not permit the hiring of new full-time faculty; assignments to direct, or sponsor co-curricular activities will be made according to the following priorities:
 - a. Full-time instructors who are currently assigned to direct, sponsor specific activities and who are performing satisfactorily.
 - b. Qualified (as defined within this Negotiated Agreement) full-time members of the department or discipline to which the activity is related but to which an individual is not assigned.
 - c. Qualified full-time faculty members from other departments of the college.
 - d. Personnel hired by the Board of Trustees on special contract.

G. Remuneration for Summer College

1. The Summer session rate of pay for teaching faculty is a formula based upon the individual full time faculty member's annualized base salary for that academic year. Faculty members shall receive one and one-tenth (1.10%) percent of their annualized salary for Summer work, but in no event will it be less than the salary paid to the highest paid adjunct faculty member and in no event will it be greater than the percentage increase granted to the base salary over the prior year's Summer compensation.

In the event that a faculty member successfully achieves and is granted column movement during the academic year intervening between summer college assignments, an adjustment equal to the value of the column movement shall be made to the compensation ceiling reflected in the immediately proceeding paragraph.

At no time will a full-time instructor be issued a contract at a rate less than that paid to an adjunct instructor.

G. Copyrights and Patents

1. Definitions

Inventions – All devices, discoveries, processes, methods, uses, products, or combinations, whether or not patented or patentable at any time under the Federal Patent Act as now existing or hereafter amended or supplemented.

Written Materials – All instructional, literary, art, dramatic, and musical materials or works, computer programs and all other materials, published or unpublished, whether or not copyrighted or copyrightable.

Recorded Materials – All sound, visual, audio-visual, films, tapes, videotapes, kinescopes, or other recordings or transcriptions, published or unpublished, whether or not copyrighted or copyrightable.

Materials – Written materials and recorded materials.

2. It is the intention of the College to develop and utilize the best in teaching methods and techniques. Faculty and the College will share benefits of jointly created materials and inventions under the following terms:
 - a. The College shall have no rights to any materials or inventions that faculty produce independently of College support.
 - b. When the production of materials or inventions involves College support, the faculty member and the responsible administrator shall meet and discuss the proposal. The administrator and faculty member shall produce a written agreement defining the project and shall classify the work in terms of this section.

Where there is College support, the College shall have sole ownership of recorded materials; the faculty member(s) shall have sole ownership of written materials and inventions. Income realized will be shared on the following basis:

- | | Faculty | College |
|-------------------------------------|---------|---------|
| 1) Written materials and inventions | 80% | 20% |
| 2) Recorded materials | 40% | 60% |
- c. The College or the faculty member may relinquish his/her rights at any time to the other, or he/she may offer his/her portion for sale to the other party.
 - d. In the absence of a written agreement, the provisions of this section will not apply. All written agreements require the approval of the Board of Trustees. The written agreements will serve as precedents of what constitutes “College support.”
 - e. Any distribution, sale, release, or disbursement of materials or inventions produced with College support will be subject to the good-faith approval of the College and the faculty member.
 - f. A faculty member’s rights to royalties will be completely retained by the faculty member after leaving the College.
 - g. This section applies to all materials and inventions resulting from Research and Development Grants.
 - h. The terms of external grants and other external funding sources shall determine whether or not “College support” is involved as per this section.

I. Internet and Non-Traditional Course Development

Recognizing the requirements for developing distance education courses, the following procedures and reimbursement amounts are established. {Load limitations are set forth under Article III A.2.b.(3)}

Approval for Development

Prior to the start of a fiscal year, the college will determine the maximum number of Internet courses to be developed with college support. Regardless of receipt of compensation, the development of any online course must be pre-approved by the appropriate department Chairperson or Program Coordinator and Dean. Faculty in the respective departments will be offered the opportunity for course development in their areas. Assignment will be made based on departmental seniority and is subject to the following conditions:

- a. **On-line Instructional Competency**
To ensure quality in the student online experience, basic instructor competencies related to online instruction and quality standards must be met for teaching online

courses. A representative committee that includes faculty and administration will develop these competency and standards, and the method by which they will be assessed. All faculty members who will be developing or teaching an online course for the first time must complete a workshop pertaining to online teaching theory. The workshop will be developed in consultation with the committee and administered by the designee of the appropriate reporting Vice President and the Professional Development Center. Alternative workshops can be approved by the committee. All instructors are encouraged to complete the assessment and workshop; those instructors who already have documented proficiency in online teaching in accordance with the committee standards are exempt. Exceptions shall be recommended by the Chairperson of the department and Dean of the area and is determined solely by the appropriate reporting Vice President.

1. Instructors possessing Illinois Online Network “Master Online Teacher Certification” (ION) or compliance of ION qualifications as identified at www.ion.uillinois.edu and at a minimum have achieved:
 - a. 4 core ION courses;
 - b. 1 elective ION course;
 - c. ION online teaching practicum;

or equivalent as analyzed and recommended by unanimous agreement of the “online committee” shall determine the ability to teach online at Triton College.

2. Exceptions seeking approval to teach online with the recommendation of the majority of the “online committee” shall be forwarded to the appropriate reporting Vice-President and are subject to the discretion and approval of the VP.
3. Existing Fulltime Faculty teaching online courses but not in possession of ION certification or an equivalent, shall be grandfathered through the end of the Spring 2014 semester for the achievement of the coursework and the Teaching Practicum. Faculty demonstrating significant progress toward completion shall be granted up to an additional year for completion of the ION certification.
4. NOTE July 1, 2012: Due to the fact that online courses have not regularly been evaluated, all Fulltime Faculty are subject to an initial evaluation of online courses taught, whether or not it is time for the members regularly scheduled faculty evaluation. Thereafter, online courses will be evaluated as a part of the regularly scheduled evaluation process.

b. **Ownership and Use of Online Courses**

A faculty member and the Administration may enter into a mutual agreement to develop an online course which will be owned jointly by the College and the faculty member. Once developed, both the College and the developer may use the course and its content.

The overall body of work must be an originally developed and produced material,

and the developer must have the ability to transfer ownership. Copyrighted and/or publisher-owned materials may be utilized as reference materials as allowed by law, but must be ancillary to the course content and interchangeable. There will be no remuneration for updating or adapting of material owned by external parties, including publishing companies.

c. **Development of Courses for Joint Ownership**

Fulltime faculty will have priority for these development assignments. Development will be completed in three phases.

1st semester: Faculty member will develop a course template. The template will undergo a review process to ensure compliance with standards; the review process will be conducted by a peer committee comprised of faculty and appropriate administrators. The template is subject to approval by the peer review committee.

Remuneration: The faculty developer will receive overload release time equal to LHE of the course being developed and will receive \$2,000 stipend when the template is completed and approved. Upon remuneration, the College and developer has joint ownership of the template.

2nd semester: Course template will undergo field testing. Faculty developer will teach the course (v1.0), with a maximum of 15 students. During the field test phase, the instructor is expected to assess the effectiveness of the course, and make modifications as needed. Modifications will be made at the end of the field test phase based on instructor findings and peer committee review. If for any reason the faculty developer is unable or unwilling to proceed with field-testing, a qualified designee can be approved by the chairperson/coordinator in consultation with the appropriate dean.

Remuneration: The faculty member will receive release time equal to the credit hours of the course during the field-testing phase. The faculty member and the College retain joint ownership of the course (v1.0).

3rd or 4th semester: Faculty developer will teach the course with revisions made from field-testing. Final modifications are made to create v2.0. The College and faculty member have joint ownership of the course (v2.0).

The faculty member and the college own v2.0, the version which is the finished product at the end of the 3rd semester, outlined above. If v2.0 requires updating, the College may make modifications, or compensate the faculty to do so. In the case of the latter, the original faculty developer has the first right of refusal to complete update for a \$700 stipend or it may be offered to another faculty member.

Ownership of recorded media and written materials not compensated under this section is already outlined in the contract, Article VII, section h.

- d. **Purchase of Non-reimbursed Online Courses:** Existing (or previously offered at Triton College) online courses may be purchased in whole by the college in agreement by the faculty member by payment of a single non-salary compensation of \$2,000 to the developers. Upon remuneration, the college and developers have joint ownership of the complete course, teaching template and all related material.

J. Pay Periods

Instructors may elect to receive salary payments on either a twenty-one (21) or twenty-six (26) pay period basis. Changes to this section, as necessitated by the implementation of the ERP shall be bargained as to the impact to minimize the impact on any affected faculty member(s).

The Administration at its option may implement mandatory direct deposit.

ARTICLE VIII

FACULTY DEVELOPMENT/RENEWAL

A. Professional Day

Professional Day activities will be planned and organized by the individual departments. A department's plans must be submitted and approved by the dean two weeks in advance of Professional Day. A report of the day's activities must be submitted within thirty (30) calendar days to the dean. Funds for expenses will be limited to \$50 per department unless otherwise approved by the dean.

B. Faculty Development Leave

On the recommendation of the College President, the Board of Trustees may grant faculty development leaves of variable duration. The number of leaves granted and the amount of remuneration will be determined by the Board. At no time will an instructor on such a leave be expected to earn less than what he/she would be earning on his/her base contractual salary. Proposals for leaves must be submitted in writing to the dean on the prescribed form. Proposals may be initiated by the faculty member or may be recommended by the dean. There must be a reasonable expectation that the college will derive substantial benefit from the leave.

Upon completion of the leave the faculty member will submit a comprehensive report to the dean and the appropriate reporting Vice President, documenting that he/she has fulfilled the purposes for which the leave was granted.

C. Professional Growth Units

Professional Growth Units (PGU) may be awarded upon prior approval by the dean for the following types of activities. (NOTE; employees cannot ever collect double pay for same duties):

1. Summer Work Experience (must be directly related to instructional assignment: i.e., Electronic Technician, Air Conditioning Service, etc.). 1 PGU for each 100 hours with 3 PGU maximum per summer. Unless unusual circumstances warrant such approval, PGU for summer employment would be approved for every other summer only.
2. Seminars, workshops (participation requiring significant effort: material development, presentation of paper, etc.). Available only if during non-college work periods; 0.3 PGU per day.
3. Special In-Service Program (programs developed by Triton and offered to staff on voluntary basis). PGU determined by specifics of program; i.e., length, outside effort, day scheduled, etc.
4. Credit courses (graduate or undergraduate; accredited or non-accredited institution if

course has direct application to one's area of instruction). PGU equals actual credits earned.

5. Non-credit courses (courses directly applicable to instructional responsibilities). One to three PGU, depending on length of course and amount of outside effort required. Fifteen hours of class equal one PGU.
6. Special Projects (projects other than college-supported R&D projects beyond the scope of regular duties, special research projects, development of unusually time-consuming instructional aids, etc.). PGU value to be tentatively assessed when the proposal is made and reviewed at the halfway mark. One to three PGU depending on complexity of activity and time requirements. Special projects are evaluated by the Dean of the area.
7. Requests for PGU other than the above must be accompanied by a written rationale and approved by the department chairperson/coordinator before submitting the requests to the dean for his/her approval. See Article IV, H. 3 (Reimbursement).

D. **Sabbatical Leave**

- 1) On the recommendation of the College President, the Board of Trustees may permit members of the professional staff to take sabbatical leaves for the purpose of self-improvement and benefit to the college district. The Faculty Association may make recommendations to the appropriate reporting Vice President for sabbatical leaves. A sabbatical leave committee will be formed with a faculty member serving as chair.
- 2) Sabbatical leaves may be combined with programs of study, research, or travel which are financed by outside noncommercial agencies such as universities or foundations.
- 3) A maximum of 5% of the professional staff may be on a sabbatical leave at any one time.

- 4) Qualified staff members may be permitted to choose between the following alternatives as to the length of their sabbatical leaves:

Minimum Consecutive Years of Service	Length of Leave	Portion of Regular Salary Paid on Leave
3	1 year	29%
4	1 year	36
5	1 year	43
6	1 year	50
7	1 year	57
8	1 year	64
9	1 year	71
10	1 year	78
11	1 year	85
12	1 year	92
<u>13 or more</u>	<u>1 year</u>	<u>100</u>
3	1 semester	30
4	1 semester	40
5	1 semester	50
6	1 semester	60
7	1 semester	70
8	1 semester	80
9	1 semester	90
10 or more	1 semester	100

5. A staff member shall return for a minimum of one year after a one-semester sabbatical leave and a minimum of two years after a full-year sabbatical leave or repay the district for the amount of sabbatical pay. A staff member shall be required to put in a minimum of three years' service before applying for another sabbatical leave.
6. The leave shall be conditional upon a plan for study, research, travel, or other activity proposed by the applicant and deemed by the Board to benefit the college district, which plan shall be approved by the Board and not thereafter modified without the approval of the Board.
7. The applicant also agrees in writing that if he/she does not return to contractual service in the district, all district remuneration received from the Board during the sabbatical leave will be refunded unless the applicant is prevented from returning because of illness or incapacity.
8. The Board shall pay the instructor's contribution to the State Universities Retirement System during the sabbatical leave computed on the annual full-time salary rate under which the member last received earnings immediately prior to the leave or a proportional part of such rate for a partial year of sabbatical leave credit. At no time will pay exceed 100%, including SURS payment.

9. The amount of any financial grant provided by an outside noncommercial agency shall be considered in the granting of leave.
10. Applications for sabbatical leave will be made to the sabbatical leave committee chairperson. Applications for sabbatical leave must be made prior to February 1 for leaves beginning the following fall and September 15 for leaves beginning the following spring. These deadline dates may be waived by the sabbatical leave committee under unusual circumstances.

E. **Professional Development Activities**

1. To further the educational attainment of the students of the College, faculty understand the need to maintain their own educational expertise through the completion of a minimum of three (3) credit hours in their discipline or related discipline from an accredited institution or six (6) professional development units (PDU) over the course of two (2) academic years. Courses that are not in a faculty member's discipline or a related discipline may be submitted to the PDU Committee for consideration. After review of the course(s) and objectives, the PDU Committee will make a recommendation to the appropriate Dean.

This section applies to all faculty except those who have entered into an irrevocable retirement contract with the Board of Trustees

- a. Participation in Faculty Workshops (Fall and Spring) shall earn .5 PDU credit per workshop for a total of 2 PDU credits for every 2 years.
- b. PDU Committee shall be composed of four (4) Association members appointed by the Association President and two (2) administrators appointed by the College President.
2. Professional development activities refer to conferences, conventions, meetings, seminars, workshops, etc.
3. An instructor may utilize budgeted travel and meeting funds and be absent to attend local, state, and national professional development activities upon the approval of:
 - a) Dean or appropriate administrator for in-radius; and
 - b) Board of Trustees for out-of-radius.
4. Each department or consolidated program unit designated below will be allocated \$1,000 for each full-time faculty member plus \$500 for the department or consolidated program unit. The department or consolidated program unit shall set its own procedure for the allocation of travel allowances for the purpose of professional development and instructional benefit. Fifty percent (50%) of unused faculty travel funds from the previous year will be transferred into the appropriate reporting Vice President account for faculty professional development and instructional benefits. All funds allocated will be at the discretion of the appropriate reporting Vice President.

Board approval of all out of radius travel and meetings under this paragraph shall be required.

- a. Departments defined – all areas reporting to a chairperson.
- b. Consolidated Program Unit defined – all areas with coordinators consolidated as follows.
 - 1) All program units with coordinators in the School of Health Careers.
 - 2) Hospitality Industry Administration.
 - 3) Accounting/Business Administration, Computer Information Systems.
 - 4) Service and Technology comprised of Automotive, Criminal Justice.
 - 5) Technical Arts comprised of Architecture, Construction Management, Horticulture, and Visual Communications.
 - 6) Technology comprised of Engineering Technology.
- c. The faculty allocation may be applied to any of the following professional expenses:
 - 1) Membership fees and incidental expenses related to professional teaching organizations as approved by the appropriate Vice President and must be expended, only in accordance with Triton College purchasing procedures manual.
 - 2) Licensing fees and certification fees for associations and agencies related to the faculty members area of teaching specialty at Triton College, as approved by the appropriate Vice President.
 - 3) Subscriptions to professional journals, books, periodicals directly related to the faculty member's teaching area as approved by the appropriate Vice President.
 - 4) Incidental teaching supplies, materials and educationally related equipment purchased by the request of the faculty member, but not individual items normally furnished by the College as approved by the appropriate Vice President.
 - 5) Faculty who have exhausted their 30 hour reimbursement allowance for tuition payment may apply their individual allocation to course reimbursement.

Consolidated Program Unit travel budgets will be administered by the dean in consultation with the coordinators.

5. When a faculty member has been requested to attend a Professional Development Activity (PDA) as an official representative of the college, or when he/she attends a PDA as an officer of the organization holding the PDA, or to present a paper, or to serve as a member of a panel, and such attendance has been approved and/or requested by the administration, he/she shall be reimbursed for all reasonable expenses. Such expenses shall not be charged against the department's budget.
6. In the event that in a given school or budget area there appears to be an excess of travel funds by February 15, the dean may recommend a budget transfer within the school travel accounts to the appropriate Vice President.

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APPENDICES

A. JOB DESCRIPTIONS

1. Faculty
2. Librarian
3. Counselor
4. Department Chairperson/Program Coordinator
5. Coordinator of Introduction to College
6. Chairperson of Counseling Department
7. Chairperson of Library
8. Lead Instructor

B. DISCIPLINARY ACTION

C. INDEPENDENT STUDY

INDIVIDUALIZED INSTRUCTION

D. MANUFACTURER SPECIFIC AUTOMOTIVE PROGRAM FLEXIBLE SCHEDULING

E. TENURE, DISMISSAL, AND RE-EMPLOYMENT

F. SEXUAL HARASSMENT POLICY

G. NONDISCRIMINATION POLICY

H. FACULTY CALENDAR

I. ACADEMIC SENATE

J. ANNUAL INTERNAL PROGRAM REVIEW PROCESS

K. PROFESSIONAL DEVELOPMENT UNITS

L. SICK TIME RETIREMENT CALCULATION EXAMPLES

APPENDIX A – JOB DESCRIPTIONS

DUTIES OF THE FACULTY

Directly responsible to the Department Chairperson or appropriate administrator.

1. Instructs students in the facts, skills, and appreciations pertaining to the assigned courses.
2. Considers the general and special needs of the students, assists them in meeting their problems, and when necessary, seeks additional help from other college services.
3. Informs students of educational and occupational opportunities.
4. Observes schedule as approved by the department chairperson/ program coordinator and appropriate administrator.
5. Cooperates with the department chairperson/program coordinator, department members, and the appropriate administrators in the development of the curriculum, in the preparation and update of course syllabi, course outlines, and the selection of textbooks.
6. Recommends library books and other instructional materials.
7. Assists in the organization and meetings of advisory committees where applicable.
8. Consults with department chairperson/coordinator on matters pertaining to departmental problems; observes proper channels of communications.
9. When needed, maintains an inventory of assigned equipment and supplies.
10. Submits midterm and final grade reports, deficiency notices, attendance records, and any other reports pertaining to the assigned course.
11. Participates in the formation of policies and regulations and assists in enforcing the regulations.
Informs department chairperson/program coordinator in writing of any pending problem that might have a detrimental effect on the college.
12. Participates in faculty and professional organizations.
13. Attends scheduled monthly departmental/program meetings when there is no conflict with a professional responsibility.
14. Distributes to all students each term a course outline which covers the class requirements, grading procedure, attendance requirements, and objectives the instructor feels are appropriate.

APPENDIX A – JOB DESCRIPTIONS

DUTIES OF THE LIBRARIAN

Directly responsible to the Coordinator of Library Services.

1. Selects printed and non-book materials for the library collection and requisitions to purchase.
2. Supervises the acquisition of library materials and supplies.
3. Catalogs books and non-book materials.
4. Supervises the preparation and processing for circulation of books, periodicals, and audiovisual software materials.
5. Supervises the circulation and retrieval of library materials.
6. Supervises students in the library and enforces library rules and regulations.
7. Provides instruction, both formal and informal, in the use of library materials and services.
8. Provides reference service to students and faculty.
9. Aids students and faculty members in the selection of materials.
10. Prepares book lists and lists of non-book materials.
11. Prepares news articles, bulletins, displays, etc., to publicize and promote the library.
12. Assists in the preparation of reports on library activities and resources.
13. Directs and supervises the duties of library assistants, clerks, and student aides.
14. Interprets the card catalog for students.
15. Develops and maintains good relations with other departments of the college and with individual members of the faculty.
16. Participates in faculty and professional organizations.
17. Submits required reports.
18. Performs a variety of other professional duties as may be directed by the Coordinator of Library Services.

APPENDIX A – JOB DESCRIPTIONS

DUTIES OF THE COUNSELOR

Directly responsible to the Department Chairperson.

1. Responsibilities for assisting individual students or community persons to acquire information, develop attitudes, insights, and understanding about themselves and their environment which are necessary for optimal growth and development.
2. Responsible for providing educational, career, personal and life transition counseling.
3. Provides program planning, including course selection, elective choice, degree audits and information on course transferability.
4. Maintains contact with community resources and agencies related to guidance and counseling. When problems which require referral are cited, refers students to a specialist; i.e. legal, psychiatric, medical, etc.
5. Diagnoses student learning problems and works to help students overcome deficiencies.
6. Works with groups of students in effective skill development and to develop a psychological support base for those students needing this form of assistance.
7. Administers and interprets appropriate tests as a part of the counseling process.
8. Registers students and makes schedule changes when serving students.
9. Approves student schedules for probationary students.
10. Works with teams of staff to focus a variety of expertise on particular student and institutional services.
11. Identifies and develops institutional resources to serve the unique interests and needs of students.
12. Responsible for in-service training of all college employees dealing with academic advising.
13. Assists in the planning, facilitation, and evaluation of course offerings in the area of Student Development. Teaches in the area of Student Development as assigned.

14. Participates in the development and implementation of :
 - New Student Orientation
 - Onsite Orientation
 - Student Retention efforts
 - Standard of Academic Progress activities
 - College Information Sessions
15. Is responsible for the development and maintenance of liaison relationships with the faculty in areas assigned.
16. Participation as a member of the advisory committees for occupational programs.
17. Articulates with upper division institutions and college departments as assigned.
18. Performs a variety of other professional duties as may be assigned by the Dean.

APPENDIX A – JOB DESCRIPTIONS

DUTIES OF THE DEPARTMENT CHAIRPERSON/PROGRAM COORDINATOR

Directly responsible to the Assistant Dean or Dean.

1. Stimulates, promotes, and expedites instructional improvement, and where applicable, assures programs have annual advisory committee meetings.
2. Is specifically involved in single-course curriculum revision within the department. Prepares catalog material for the department.
3. Develops a schedule of classes in a democratic manner with members of the department and then recommends the schedule of semester and summer college classes within departmental jurisdiction.
4. Coordinates examination materials where necessary.
5. Assists in the selection of textbooks and recommends their approval.
6. Formulates, establishes, and maintains a physical and personal environment conducive to support of college objectives and college philosophy.
7. Is responsible for stimulating and heightening performance of all full-time personnel in the department.
8. Holds regular department meetings to consider instructional improvement, change, etc.
9. Develops, for presentation to his/her respective dean, recommendations for full-time staff positions within the department.
10. Evaluates and recommends, with the administration, re-employment of part-time instructors within the discipline; is responsible for academic orientation and academic direction of these instructors.
11. With department members, evaluates the instructors within the department, tenured and non-tenured, for the improvement of instruction. Recommends, with the administration, the granting of tenure to instructors. (In the context used above, “evaluates” is intended to mean classroom visitation for the sole purpose of subject-matter competence.)
12. Orients substitutes to maintain instructional values and continuity; assists in securing substitutes.
13. Develops, submits, and later recommends the approval of all items budgeted for this department.

14. Conducts day-to-day physical and economic details of administration for the department.
15. Is responsible for non-faculty supportive personnel within this department; i.e., aides, lab aides, time cards.
16. Performs a variety of other duties as may be assigned by the appropriate administrator.

APPENDIX A – JOB DESCRIPTIONS

DUTIES OF THE COORDINATOR OF INTRODUCTION TO COLLEGE

The Coordinator shall be responsible for:

1. Training and monitoring all assigned instructors. A cross-section of the entire campus (faculty, classified, mid-managers, and administrators) teach this course.
2. Recruiting, selecting, and training new instructors.
3. Continually updating the training materials required for the course.
4. Coordinating the scheduling of sections with instructional planning.
5. Processing all instructor evaluation forms.

APPENDIX A – JOB DESCRIPTIONS

DUTIES OF THE CHAIRPERSON OF COUNSELING DEPARTMENT

POSITION DESCRIPTION

Title: Chair, Counseling Department

Title of Supervisor: Dean, Enrollment Services

I. ESSENTIAL FUNCTION OF THE POSITION

The Counseling Chairperson will provide the overall leadership for the counseling department, specifically the direction for the development, implementation and assessment of programs and services facilitated by the counselors in support of student achievement and personal well-being.

II. QUALIFICATIONS

- a. **EDUCATION:** Master's degree in Counseling or related field preferred
- b. **EXPERIENCE:** Minimum of five years in counseling with at least two years in a community college setting
- c. **SKILLS:** Ability to work effectively with diverse students, faculty, staff, and community members to support a smooth transition for new students into the college community and persistence behaviors of current students; understanding of the counseling profession and its role in student success and customer service; ability to train, supervise, and evaluate employees; effective leadership skills related to team building, collaboration, and conflict resolution; ability to utilize computer software programs; knowledge of federal ADA and FERPA requirements; excellent oral and written communication skills; knowledge of needs of community/commuter college students

III. RESPONSIBILITIES

A. GENERAL LEADERSHIP

- 1. Ensures that human resources are used effectively and efficiently.
- 2. Supervises activities of the Counseling department.
- 3. Monitors faculty and staff and makes recommendations for program and service improvements.
- 4. Provides leadership for development of new programs and services.
- 5. Serves on college-wide committees.
- 6. Performs other duties as assigned by the Dean of Enrollment Services.

B. PERSONNEL MANAGEMENT

1. Supervises faculty, classified, hourly, work-study, and other assigned personnel. Provides guidance and supervision and holds regularly scheduled department meetings to ensure effective communication.
2. Participates in the personnel selection process.
3. Assists with the professional development of all employees.
4. Supervises faculty and staff evaluations.
5. Evaluates assigned faculty (tenured and non-tenured), classified, hourly and work-study personnel.
6. Recommends to the Dean awarding of tenure to qualified faculty.
7. Maintain accurate records of participation and conduct regular assessments to evaluate the effectiveness and efficiency of counseling services

C. PLANNING AND EVALUATION

1. Facilitates the development, implementation, and assessment of strategic planning, articulating how program outcomes and goals are related to the college, division, and department missions.
2. Provide monthly and annual reports as requested.
3. Develops all staffing and instruction schedules in conjunction with the Dean.
4. Responsible for the review, development and implementation of assessment of programs and services.
5. Facilitate the design, implementation and assessment of programs and interventions that support student success
6. Effectively utilize technology to advance the counseling department and achieve its' goals, including maintaining the currency of the Counselors web page

D. FISCAL MANAGEMENT

1. Prepares all appropriate budget (and related) documents for review and approval by the Dean
2. Monitors budget expenditures.
3. Approves and forwards to the Dean, payment of invoices, contracts, travel requests and vouchers as appropriate.
4. Develops, implements, reviews and supervises annual budget process for the Counseling department.

E. PROFESSIONAL ACTIVITIES

1. Participates in professional activities appropriate to chairperson position both on and off campus.

IV. SUPERVISION

a. RECEIVED

The Counseling Chairperson will be supervised by the Dean of Enrollment Services.

b. PROVIDED

The Counseling Chairperson will supervise counselors and clerical personnel.

APPENDIX A – JOB DESCRIPTIONS

DUTIES OF THE CHAIRPERSON OF LIBRARY

POSITION DESCRIPTION

Title: Chair, Library

Title of Supervisor: Dean, Academic Success

V. ESSENTIAL FUNCTION OF THE POSITION

The Library Chairperson will provide leadership for all functional areas within the Library. Supervise faculty, mid managers, classified positions, hourly employees, and others as assigned. Provide guidance for the assessment, promotion, development and implementation of new and existing programs and services. Facilitate the educational process by promoting an environment for faculty, staff, students and community members that is conducive to learning.

VI. QUALIFICATIONS

- a. **EDUCATION:** Master's degree in Library and Information Science.
- b. **EXPERIENCE:** Minimum of five years experience in a library setting with at least two years in a community college setting.
- c. **SKILLS:** Ability to work effectively with diverse students, faculty, staff, and community members to information literacy; understanding of the library profession and its role in the community, student success, customer service and completion; ability to train, supervise, and evaluate employees; effective leadership skills related to team building, collaboration, and conflict resolution; ability to utilize computer software programs; knowledge of acceptable library practices including archiving; excellent oral and written communication skills; knowledge of needs of community, students, faculty and staff.

VII. RESPONSIBILITIES

A.GENERAL LEADERSHIP

- 1. Assures that human resources are used effectively and efficiently.
- 2. Supervises activities in the Library.
- 3. Monitors faculty and staff and makes recommendations for program and service improvements.
- 4. Provides leadership for development of new programs and services.
- 5. Performs other duties as assigned by the Dean of Academic Success.

B. PERSONNEL MANAGEMENT

1. Supervises faculty, mid managers, classified, hourly, work-study, and other assigned personnel. Provides guidance and supervision and holds regularly scheduled weekly meetings to insure effective communication.
2. Participates in the personnel selection process.
3. Assists with the professional development of all employees.
4. Supervises faculty and staff evaluations.
5. Evaluates assigned mid management, faculty, classified, hourly and work-study personnel.
6. Recommends to the Dean awarding of tenure to qualified faculty.

C. PLANNING AND EVALUATION

1. Responsible for the development, implementation, and assessment of strategic planning.
2. Responsible for monthly and annual reports as requested.
3. Develops all staffing and instruction schedules in conjunction with appropriate supervisors and the Dean.
4. Responsible for the review, development and implementation of assessment.
5. Assists the Dean in the development of grants and monitors and coordinates all existing grants within his/her area of supervision.

D. FISCAL MANAGEMENT

1. Prepares for review and approval by the Dean of all appropriate budget documents.
2. Monitors budget expenditures.
3. Approves and forwards to the Dean, payment of invoices, contracts, travel requests and vouchers as appropriate.
4. Develops, implements, reviews and supervises annual budget process for the Library.

E. FACILITIES AND EQUIPMENT MANAGEMENT

1. Monitors the maintenance of the Library.
2. Recommends renovation projects.
3. Maintains current equipment, and recommends needed improvements.

E. PROFESSIONAL ACTIVITIES

1. Participates in professional activities appropriate to chairperson position both on and off campus.

VIII. SUPERVISION

c. RECEIVED

The Library Chairperson will be supervised by the Dean of Academic Success.

d. PROVIDED

The Library Chairperson will supervise librarians and library personnel.

APPENDIX A – JOB DESCRIPTIONS

DUTIES OF THE LEAD INSTRUCTOR

(these duties are all discipline specific)

The Lead Instructor shall be responsible for supporting the Chairperson in the following areas:

Academic Support for Adjunct faculty:

1. Providing adjunct faculty with sample course outlines and syllabi
2. Clarifying, for adjunct faculty, instructional methods and grade policies, mid-semester procedures and exit procedures.
3. Meeting individually with the Chairperson's newly hired adjunct faculty
4. Being available, on a continuing basis, for adjunct faculty

Assessment:

1. Assisting Chairperson with curriculum assessment and development
2. Working with textbook representatives in choosing materials to recommend to department
3. Serving on a departmental committee to make recommendations for textbooks

Coordination:

1. Meeting regularly with the Chairperson to coordinate efforts, map curriculum and plan innovation
2. Assisting Chairperson in orienting new full-time faculty to subject area best practices

APPENDIX B

DISCIPLINARY ACTION

A. Types of Discipline

At all times, supervisors and employees are encouraged to communicate with one another and to resolve any problems that may arise. However, the Board and the Faculty Association recognize that, from time to time, circumstances will arise which require the just dispensation of discipline. The parties agree that disciplinary action shall be for just cause shown and will be performed in a timely manner. Where applicable, discipline will be performed in a progressive manner. The types of discipline agreed to by the parties are as follows:

1. Oral Warning

The oral warning shall be delivered to the employee by the supervisor and Administrative supervisor of the area. The supervisor shall draft a memorandum of oral warning. A copy of such memorandum shall be served upon the employee who shall sign a copy to acknowledge receipt thereof and to further acknowledge the employee's understanding that the signed copy shall be retained by the supervisor. Such memoranda may be used as evidence in future disciplinary actions with regard to said employee. Like all disciplinary action, under the Weingarten rule, the employee has the right to have one union representative present for the meeting. (In the event that all local chapter union officers are unavailable, the Bargaining Unit Member may contact Local 1600 for representation. In no event will a disciplinary meeting be delayed more than 48 hours based on request for an extension due to unavailability of representation.) The presence or lack of representative shall not delay the process of the disciplinary action. The employee nor their union representative cannot halt, delay, continue or dismiss the disciplinary action. In the event that the employee refuses to sign the disciplinary action as noted herein, the union representative shall sign as a witness to tender.

Investigatory meetings, held for the purpose of determining the facts surrounding an incident or event giving rise to potential discipline, where no disciplinary action is actually issued, does not count as a disciplinary meeting under the Weingarten rule. Employees must participate in investigatory meetings and in the event that another meeting is scheduled giving rise to Weingarten rights, the meeting shall be scheduled in no less than 24 hours, giving opportunity for the employee to seek advice of union representative. Failure to participate in either the investigatory meeting or any disciplinary meeting hereunder may result in an independent cause for discipline.

2. Written Warning and Conference

Where the unsatisfactory performance or conduct giving rise to the oral warning has not been resolved, the employee and supervisor shall meet with the Administrative head of Human Resources to discuss the problem. The Association shall be notified by the College and shall have a right to be present at the meeting in accordance with the process outlined above. At said meeting, acceptable performance shall also be discussed. A written memorandum shall be prepared and given to the employee with copies to the supervisor and the employees Human Resources file. All persons present shall sign said memorandum.

3. Suspension

If the unsatisfactory performance or behavior has not been corrected within the time frame established in the written warning and conference step, a second meeting shall be held with the Supervisor and Administrative head of Human Resources wherein the reasons for a suspension shall be discussed. The Association shall be notified and shall have a right to be present at the meeting.

4. Discharge

If the unsatisfactory performance or behavior has not been corrected after the suspension of the employee, the employee may be discharged from employment with the College. The employee shall be given written notice of the reasons for such discharge and be provided with an opportunity to respond to the Board of Trustees prior to a decision regarding the anticipated discharge. The Association shall be notified and shall have a right to be present at the Board meeting.

5. Exceptions to Progressive Steps

Nothing herein shall limit the right of the College to effect an emergency suspension, with pay. Termination of an employee where the conduct of the employee is flagrant, insubordinate, or otherwise nonremediable shall only be effectuated following the pre-disciplinary meeting provided for in paragraph.”B” below.

Said conduct shall include but not be limited to: sleeping during scheduled work shift; conviction of a felony anywhere, during the term of employment, and/or conviction for engaging in criminal activity (not a traffic offense) while on Triton’s campus; Bringing a weapon onto the College campus; theft of a thing of value from Triton or persons on Triton’s campus; fighting or striking another person; abandonment of the position by absenting themselves for five or more consecutive work days without notifying the supervisor; possession, sale or use of a controlled substance.

B. Pre-Disciplinary Meeting

For discipline other than oral warnings, an agent of the Board shall notify the Association and schedule a pre-disciplinary meeting with the employee and the Association. However, other than for a written warning conference, the meeting hereinafter described shall be mandatory. At this meeting the Board (representative) shall inform the employee of the reason(s) for potential or contemplated discipline. The employee and the Association designated person shall have the right to rebut or clarify the reasons for such discipline.

The persons present at this meeting shall be limited to the employee, one (1) Association designated representative, the supervisor involved, and the designee of the appropriate reporting Vice President. No other persons shall be present.

There shall be compliance with the provisions of this Section prior to the imposition of any discipline provided for in Section A, subparagraphs 3, 4 and 5 thereof.

C. Notification and Measure of Discipline

All levels of disciplinary action against an employee shall be done so in writing with the full reasons stated therein. A copy of such disciplinary action shall be served upon the employee and the Association, except in the case of an oral warning, wherein the provisions of A, 1 of this Article are applicable.

Once the Board has determined the measure of discipline, for that offense only, it shall not be increased for such offense. The disciplinary action taken for the particular offense as regards the affected employee shall not be a precedent for any conduct of a similar nature for any other employee.

D. Removal of Discipline

If requested in writing to Human Resources by an active employee, any single event disciplinary action other than dismissal shall be removed from an employee's file after two (2) years if the employee has received no additional discipline for the same offense. The request must be presented only after the second anniversary of the disciplinary action has passed.

APPENDIX C – INDEPENDENT STUDY/INDIVIDUALIZED INSTRUCTION

INDEPENDENT STUDY

Students may pursue supervised study for one (1) to four (4) semester hours of credit on an independent basis for academic work which reflects a reasonable and moderate extension of courses already approved for community college programs. Independent study may not be used in place of a regularly scheduled academic course.

After consultation with a full-time instructor who approves of the student's Independent Study Proposal and agrees to supervise the independent study, the student must obtain approval of the appropriate chairperson/coordinator and academic administrator.

INDIVIDUALIZED INSTRUCTION

Individualized instruction will mean a method of instruction which provides the means whereby a student may complete a college course at a rate which is determined primarily by the student's ability, motivation, and interest. This method of instruction may be employed for single-section instruction, for teaching large numbers of students enrolled in the same course, and for teaching large or small numbers of students enrolled in several different courses.

Individualized Instruction classes may be taught solely by faculty or by faculty assisted by other supportive personnel. The student/faculty ratio for individualized instruction will be established by the dean in consultation with the department chairperson or coordinator and affected faculty member.

Prior to establishing an individualized instruction system for any program or discipline, extensive study and planning by academic administrators, the department chairperson, and the faculty who teach in that program or discipline are required.

Full-time faculty will not be laid off or reassigned to a different department as a consequence of establishing an individualized instruction program. No instructor will be involuntarily assigned to individualized instruction classes unless he/she has been hired for such an assignment.

Individualized instruction programs will be evaluated periodically to assess their effectiveness. This evaluation is the joint responsibility of the faculty, the chairperson/ coordinator, and administrator.

REMUNERATION FOR INDEPENDENT STUDY/INDIVIDUALIZED INSTRUCTION

Faculty compensation for supervising Independent Study students will be determined as follows:

For each student he/she is directing and supervising, the instructor will be paid for 1/20 LHE per semester hour of independent study credit. One (1) LHE of pay is equal to the instructor's base contractual salary divided by thirty (30).

APPENDIX D - MANUFACTURER SPECIFIC AUTOMOTIVE PROGRAM FLEXIBLE SCHEDULING

To meet the needs of automobile manufacturer sponsors and program students, the manufacturer specific automotive programs may be scheduled on a non-traditional format which accommodates the contractual requirements of the instructor and the college. This format shall feature a Fall Semester that spans from mid-July to the end of the traditional Fall Semester, and a Spring Semester that spans from the beginning of the traditional Spring Semester to mid-June.

Instructor Work Year Options

With prior approval, an instructor may choose one or two options for his/her work year. To select an option, the instructor must submit in writing to the appropriate dean and appropriate reporting Vice President his/her request for schedule assignment for the following year by February 1 to ensure accurate personnel budgeting.

Option One

The instructor may select to teach a base load (15 LHE) and overload (9 LHE) during each of the traditional semesters. The instructor may also choose to teach during the early start of the Fall Semester (mid-July to the beginning of the traditional Fall Semester) and/or the extended portion of the Spring Semester (end of the traditional Spring Semester to Mid-June).

If this option is chosen:

1. The LHE's taught during the early start or extended portions of the Fall and Spring Semesters shall be paid at the appropriate Summer Salary Schedule Rate; and
2. All provisions of Article III, Section I, Summer College and/or Additional Session Assignments of the Negotiated Agreement shall apply.

Option Two

The instructor may choose to count LHEs taught during the early start portion of the Fall Semester and/or extended portion of the Spring Semester (as previously defined) as a portion of the basic load and overload assignment to a maximum of 24 LHEs per semester.

If this option is chosen, the following conditions apply.

1. The instructor must maintain a one-hundred-sixty-one (161) day work year (as per Article VII, Section D, Paragraph 1.) excluding summer or extra session assignments.

2. Actual instructional days taught during the early start portion of the Fall Semester or extended portion of the Spring Semester will be counted as part of the remainder of required days of each respective semester. The remainder of required days must be scheduled during the traditional semester to accommodate the needs of students, programs, and the college.
3. The instructor may teach during the traditional summer sessions as per the provisions of Article IV, Section I, Summer College and/or Additional Session Assignments of the Negotiated Agreement and if no extenuating circumstances or conflicts exist.

Automotive Internship – Instructor Assignments

Automotive Internships are required courses in manufacturer specific programs. Instructors may select these courses as a portion of their schedule as follows.

1. Automotive Internships will generate LHEs for the instructor on a variable scale based on student participation.

Up to 12 students per class – 1.0 LHE.

13 to 15 students per class – 1.5 LHE.

Over 15 students per class – 2.0 LHE.
2. Automotive Internship LHEs may be counted only as a part of the instructor's overload and will be paid at the applicable overload rate.

APPENDIX E – TENURE, DISMISSAL, AND RE-EMPLOYMENT

An Act to add Article 1113 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 1113 is added to the “Public Community College Act,” approved July 15, 1965, as amended, the added Article to read as follows:

ARTICLE 1113 TENURE

(110 ILCS 805/3B-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 US Mail by certified or registered mail, postage prepaid, addressed to the faculty member’s last known address.

(110 ILCS 805/3B-2)

Sec. 3B-2. Tenure. Any faculty member who has been employed in any district for a period of three 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 occurrence of one or more of the following:

- b. 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.

(110 ILCS 805/3B-3)

Sec. 3B-3. Dismissal of Non-tenured Faculty Member. Every Board shall provide by rule or contract for a procedure to evaluate the performance and qualification of non-tenured faculty members. If the implementation of such procedure results in a decision to dismiss a non-tenured faculty member for the ensuing school year or term, the Board shall give notice thereof to the faculty member no 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 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.

(110 ILCS 805/3B-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 ten days requests in writing of the Board that a hearing be scheduled. If the faculty member within ten 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 five qualified arbitrators provided by a nationally recognized arbitration organization. Within ten 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 five 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.

(110 ILCS 805/3B-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/she shall be deemed reemployed for the ensuing school 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 service he/she is competent to render prior to the appointment of any new faculty member; provided that no non-tenured faculty member or other employee with less seniority shall be employed to render a service which a tenured faculty member is competent to render.

(110 ILCS 805/3B-6)

Sec. 3B-6. Review under the Administrative Review Act. The provisions of the "Administrative Review Act," approved May 8, 1945, 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 decisions" is defined as in Section 1 of said "Administrative Review Act."

APPENDIX F – SEXUAL HARASSMENT POLICY

TRITON COLLEGE POLICY ON SEXUAL HARASSMENT

Sexual harassment is illegal under both state and federal law. In some cases, it may be subject to prosecution under the criminal sexual conduct law.

In support and implementation of the law, and in an effort to provide an educational environment free from condoned harassment, it is the policies of Triton College that no member of the college community including but not limited to employees or students may sexually harass another. Any employee or student will be subject to disciplinary action for violation of this policy.

Unwelcome requests for sexual favors and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

1. submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or education;
2. submission to or rejection of such conduct by an individual is used as the basis for academic or employment decisions affecting that individual;
3. such conduct has the purpose or effect of unreasonably interfering with an individual's academic or professional performance.

Sexual harassment in any situation is reprehensible. It is particularly damaging when it exploits the dependence and trust inherent in student/faculty or employee/supervisor relationships. When the authority and power inherent in these relationships is abused in this way, there is potentially great damage to the individual, to the person complained of, and to the general climate of the College.

APPENDIX G – NONDISCRIMINATION POLICY

TRITON COLLEGE POLICY ON NON-DISCRIMINATION

It is the policy of Triton College not to discriminate on the basis of race, age, color, religion, ancestry, sex, national origin, sexual orientation, disability, ethnicity, veteran status, marital status, political affiliation, or any other basis which is protected by law, in the admission to, and participation in, its educational programs, nor in its employment practices or college activities.

Inquiries regarding compliance with state and federal nondiscrimination regulations may be directed to the:

Affirmative Action Officer
Triton College
2000 Fifth Avenue,
River Grove, Illinois, 60171

or to any of the following agencies:

1. Equal Employment Opportunity Commission
Washington Field Office
131 M Street, N.E.
Washington D.C., 20507
(202)663-4000

or the

EEOC - Chicago District Office
500 West Madison St. Suite 2800
Chicago, IL 60661
(312) 353-2714

2. Illinois Department of Human Rights
100 W. Randolph, Suite 10-100
Chicago, IL 60601
(312) 814-6200

3. Office of Civil Rights
U.S. Department of Education
500 West Madison St., Suite 1475
Chicago, IL 60661
(312) 730-1560

APPENDIX H - FACULTY CALENDAR (Insert Page 1 Here)

APPENDIX H - FACULTY CALENDAR (Insert Page 2 Here)

APPENDIX H - FACULTY CALENDAR (Insert Page 3 Here)

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APPENDIX H - FACULTY CALENDAR (Insert Page 10 Here)

APPENDIX H - FACULTY CALENDAR (Insert Page 11 Here)

APPENDIX I - PURPOSE AND MEMBERSHIP OF THE ACADEMIC SENATE

PURPOSE AND MEMBERSHIP

OF THE

ACADEMIC SENATE

TRITON COLLEGE

I. GENERAL STATEMENT

The Triton College Academic Senate is a collegial body established by the Faculty Association, the administration, and the Board as the academic committee system of the Faculty Association which encompasses other elements of the college in order to promote widespread input into academic decisions. The Senate is concerned with building consensus on those issues which relate to teaching, learning, and professional activities at the College.

The Senate is principally an elected body. It is an advisory body that reports directly to the College President. When appropriate, the decisions of the Senate are presented to the appropriate reporting Vice President as well as to the President. The Senate generates proposals as well as considers and evaluates recommendations of its standing committees.

The meetings of the Senate are open to the College community. Through the Senate, all faculty, regular and adjunct, have the opportunity to contribute to the Triton educational community. Student leaders are able to voice student concerns and perspectives as well. At the same time, faculty and students can have an ongoing awareness of the issues under consideration College-wide. The Senate serves in this way as a communication vehicle on academic matters.

Each Senate member regularly reports to his/her constituents on Senate matters. Also, minutes of all Senate meetings and summaries of committee meetings are sent to professional employees of the College and student leaders. To ensure effectiveness, resources of the institution are made available for official business of the Senate and its committees.

The focus of the Senate is academic life and development at the College. The scope of the Senate's responsibility does not, therefore, encompass matters dealt with under the terms of the negotiated agreement, the Illinois Educational Labor Relations Act or the Community College Tenure Act. Hence, the Academic Senate takes no action dealing with wages, hours, and terms and conditions of employment, tenure, and/or any other matters within the scope of collective bargaining or the tenure law, recognizing that these areas are

the exclusive purview of the Triton College Faculty Association (TCFA).

This model of shared academic governance shall be reconsidered on a periodic basis by the Senate Chairperson and the Senate subcommittee chairpersons. The Senate may, by three-fifths majority, make changes in its structure and/or operational procedures. The college will ensure the independence and autonomy of the Academic Senate.

II. PURPOSE

- A. To ensure faculty involvement and full representation in decision-forming processes and the forging of a consensus on academic issues.
- B. To create and maintain direct communication between faculty and the President on academic issues.
- C. To focus faculty interests on building a quality community of learning, that is, on the issues of educational philosophy, academic standards, and practices.
- D. To foster a climate of continuous revitalization in pursuit of excellence.
- E. To decide issues of general concern which require deliberation of those affected.
- F. To establish openness in the shared governance process.

III. MEMBERSHIP

- A. Ex-Officio Members
 - 1. College President or designee
 - 2. Faculty Association President or designee (see attached MOU)
 - 3. TCSA President and Vice President
 - 4. Vice President of Academic and Student Affairs
 - 5. Associate Vice President (from an Academic Area)
 - 6. Associate Vice President Human Resources
 - 7. Two (2) Deans (selected by the deans)

B. Elected Members

Faculty Representatives by Department(s) or Building:

Number of Senators

Fine Arts, Hospitality Industry	2
English, Foreign Language, Librarians	3
Social Science	1
Behavioral Science	1
Undergraduate Center, CIS, Architecture	1
Mathematics	1
Physical Education	1
Science	2
Business	2
Nursing	2
Tech East	2
Tech West	2
Allied Health	2
Counseling/Transfer Specialists	2
TOTAL NUMBER OF FACULTY SENATE SEATS	24

C. Selected Representatives

1. Academic Support Representative (appointed from Academic Support Personnel to a one-year term)
2. Adjunct Faculty Representation (selected by Faculty Association with a one-year appointment)

IV. **PROCEDURES**

Bylaws will be developed by the Senate in keeping with this document.

APPENDIX J -

TRITON COLLEGE ANNUAL INTERNAL PROGRAM REVIEW PROCESS

The Internal Program Review

The purpose of Triton College's annual Internal Program Review is to promote continuous quality improvement through a systematic, cyclical review process that complements the 5 year ICCB program review. Internal reviews are intended to help gauge program strengths, assist academic planning and budgeting, and identify areas that need attention by assessing both qualitative and quantitative data in a timeframe that allows for regular adjustments.

The Process of Program Review

The review is meant to be a meaningful process that contributes to student success and the well-being of the department and the college. As such it should be evaluative as well as descriptive, directed toward improvement, based on consistent criteria, and result in action. Program information gathered will provide data about size and stability, current and projected resource requirements, space and equipment needs, market demand, strengths and weaknesses, and how the program contributes to the college.

The team involved in the review process consists of the appropriate reporting Vice President, the appropriate Dean, the Department Chair or Coordinator, and the program faculty. Information Services, Business Services, and Research Services will also be involved to the extent of providing requisite institutional data. The review process may begin in the spring and will conclude early fall. It will be led by the appropriate Chair, Coordinator or faculty member. Departmental collaboration will be required in areas with multiple disciplines. The reviewer will be responsible for producing a single report summarizing the program's strengths and recommending potential improvements if warranted. The Chair/Coordinator and Dean will discuss the report in the early fall.

The Program Review Timeline

February – June	Chairs/Coordinators have conversations with the faculty and others to substantiate relevant activities.
June – September	Quantitative data made available.
June – August	Program Review report compiled by Chair/Coordinators.
September 1	Program Review report due to appropriate Dean.
September 1– September 30	Deans review reports with Chairs/Coordinators.
October 15	Report due to VP of Academic Affairs.
January 31	Program status communicated to Chairs and Coordinators and planning based on findings of IPR proceeds.

The Review Criteria

Thoughtful and accurate responses to and reflections upon the common set of qualitative and quantitative criteria set forth below comprise the annual Internal Program Review process. Criteria are subject to annual review and may be updated to more accurately reflect institutional priorities and goals for student success.

Primary Criteria

1. Student Persistence. Program withdrawals are less than 23% in 100-level and below courses, less than 15% in 200-level and above courses. Data will be calculated using difference in enrollments from 10th Day to end of term (EOT).
2. Student Persistence and Retention Activities. 80% of all faculty participation in student persistence and retention activities and programs such as Early Alert and counseling/advising designed to increase student retention. Data will be provided by the Chair/Coordinator and verified by the appropriate dean.
3. Program Enrollment. Annual program enrollments mirror the college's student Full Time Equivalent (FTE) average within 80% of the institution's trend line based on midterm data.
4. Student Enrollment. Programs should average at least 30 FTE over Fall and Spring based on midterm data.
5. Faculty Load. The extent to which faculty are able to make their full load teaching in their program area as indicated on Form 17. Data will be provided by the Chair/Coordinator and verified by the appropriate dean.
6. Environment. Department's climate is conducive to student success and department demonstrates significant continual activity in the majority of the following where applicable: internal and external professional development activities, development and maintenance of academic and business partnerships, mentoring of full- and part-time faculty, inter- and intra-departmental support of instructional initiatives, and pursuit of alternative funding. Narrative will be provided by the Chair/Coordinator and verified by the appropriate dean.
7. Cost Effectiveness. Programs/disciplines will be evaluated using a report that calculates revenues, fees, direct and indirect costs to generate a Relative Cost Factor (RCF). A positive (>0) RCF value will be awarded a point. The formula for RCF = total revenue (tuition, fees, and grants) – total expenses (salary, benefits, square footage cost, departmental costs)/total credit hours. Please note: Data for this criteria are available after the annual fiscal cycle is completed and will be provided to appropriate Deans for inclusion in the IPR in September.
8. Curriculum Alignment and Currency. Department reviews and updates curriculum and courses on a regular and frequent basis based on new trends in the discipline, best educational practices, and information provided through assessment processes. Department develops and delivers courses that match Illinois Articulation Initiative (IAI) curricula, OR articulates with 3 individual articulators per ICCB guidelines, OR conforms to accreditation guidelines. If an active advisory committee is required, it meets at least twice per year (unless a program accreditation requires otherwise) and has representation from a minimum of 5 employers/external experts, a high school

representative, and one representative from an articulation partner. Narrative will be provided by the Chair/Coordinator and verified by the appropriate dean.

9. **Assessment.** Participates and completes all relevant annual assessment activities including reports, workshops, and ICCB program reviews. This includes AA, AAS and General Education. Narrative will be provided by the Chair/Coordinator and verified by the appropriate dean.
10. **Completion.** Programs should award at least 30 degrees and certificates within a 2 year period, or to 21% of declared students annually, whichever number is higher.

Secondary Criteria

1. **FTE to FTFE ratio.** Ratio of full time student equivalent (FTE) to full time faculty equivalent (FTFE) by discipline.
2. **Instructional Innovation.** Provides significant, continual evidence of instructional innovation in areas ***such as*** scheduling, interdisciplinary programming, use of technology to enhance learning, uniqueness or strategic value of program/discipline, inventive features related to teaching quality, teaching-related awards and/or accomplishments of faculty, and appropriate balance of course offerings. Narrative will be provided by the Chair/Coordinator and verified by the appropriate dean.
3. **Campus Engagement and Program/Discipline Promotion.** 80% of full time faculty participation in activities ***such as*** student events, graduation, open houses, admissions activities, ongoing development of articulation agreements, community events. Where there are no full time faculty, or no full-time faculty except for the Chair/Coordinator, activities of the Chair/Coordinator should be documented. Narrative will be provided by the Chair/Coordinator and verified by the appropriate dean.
4. **Employment Outlook.** Forecast growth in employment checked at national (10 year forecast), state (10 year) and county (3 year) levels. A positive growth forecast at 2 or more levels will be awarded a point. Narrative will be provided by the Chair/Coordinator and should reference sources used.

Determination of Program Status

Based on the findings of the program review process, the state of a given program may be determined to be *Vital, Viable, Static, or In Decline*. The following formula and rating system will be applied:

Formula: $[\# \text{ of Primary Criteria Met}] + ([\# \text{ of Secondary Criteria Met}] * .7) = \text{Rating Score}$

Note: Secondary criteria are calculated at 70% of the weight of Primary criteria as a way to provide an appropriate emphasis between primary and secondary measures.

- Programs that are **VITAL** will have a rating score of 12.8 – 10.6
- Programs that are **VIALE** will have a rating score of 10.5 – 9.3
- Programs that are **STATIC** will have a rating score of 9.2 – 8.0
- Programs that are **IN DECLINE** will have a rating score of 7.9 or lower

The findings of the internal review process will be used to enhance program strengths and correct program weaknesses. Programs that are rated as Static or In Decline will be expected to move up one level within one year. Programs rated as Static or In Decline that rate the same or lower in the next year will be subject to the orderly withdrawal process, consolidation within other program areas, reallocation of resources, or other appropriate remedial measures.

APPENDIX K -

PROFESSIONAL DEVELOPMENT UNITS

1. PDU (Professional Development Units) Committee

The charge of the PDU Committee is to review faculty activities not outlined in the eligible list and, upon approval, forward acceptance to Human Resources for PDU credit. Representation consists of five (5) faculty members appointed by the Association President, and four (4) academic deans selected by the **appropriate reporting** Vice President of ~~Academic and Student Affairs~~. The Committee selects from among its membership a Chair who must be a faculty member. The PDU Committee will meet at least once each semester.

2. Professional Development

To further the educational attainment of the students of the College, faculty understand the need to maintain educational expertise through the completion of a minimum of six (6) professional development units over the course of every two (2) years. Courses that are not in a faculty member's discipline or a related discipline may be submitted to the PDU Committee for consideration. After review of the course(s) and objectives, the PDU Committee will make a recommendation to the appropriate reporting Vice President of Academic and Student Affairs.

Attendance at internal workshops will be forwarded to HR automatically and does not require the completion of PDU forms.

Earned PGUs under Article VIII Section C will receive PDU credit. The appropriate dean will forward PGU/PDU credits to the Human Resources department.

3. Professional Development Units

Upon submission of the PDU Completion Form, PDUs will be awarded for eligible publications, exhibits, performances, workshops, seminars, audited courses, and appropriate summer work experiences.

To be awarded PDU credit for eligible activities or publications, a PDU Completion Form must be submitted within sixty (60) calendar days after the eligible publication or activity is completed. Failure to submit the PDU Completion Form within the sixty (60) calendar day period shall result in non-acceptance and rejection of the credit sought. A publication, exhibit, performance, etc., may count only once for PDU credit.

PDU's will be awarded for:

- Authorship or co-authorship of a book in the faculty member's subject field or a related field. The book cannot be published by a vanity press.
- Authorship or co-authorship of an article, story, or poetic work in the faculty member's subject field or a related field. The piece must appear in a refereed journal.
- Exhibit/performance/recital/directing, for faculty members in fine or performing arts. Such activities must be subject to evaluation or review by outside experts in the field who validate that the activity has artistic merit, requires substantial individual effort, and demonstrates professional competence according to the accepted standards of the discipline. Examples of qualified activities include a juried, one-person exhibit at an art gallery, or a solo performance with a recognized symphony that is reviewed by a music critic. Examples of activities that are not qualified include playing an instrument as background music at a conference or exhibiting and selling paintings at a local art fair.
- Summer work experience outside the College to upgrade skills in a field directly related to instructional assignment (i.e., Electronics Technician, etc.). For such activities, one (1) PDU can be awarded for each eighty (80) hours of work experience to a maximum of four (4) PGU credits per summer. Unless unusual circumstances warrant such approval, PDU credit for summer employment would only be approved every other summer.
- Participation in professional workshops, seminars, non-credit courses, and audited courses [typically fifteen (15) class contact hours for each one (1) PDU]. Such workshops, seminars, and courses will be used in PDU credit contingent upon:
 - a. Submission of the PDU Completion Form within sixty (60) days of the conclusion of the eligible workshop, seminar, or course; and
 - b. Demonstration on the PDU Completion Form that the workshop, seminar, or course was applicable to instruction or other institutional responsibilities of the faculty member. The method of demonstration is at the discretion of the faculty member with the approval and adequacy by the appropriate administrator. Demonstration could occur through such means as incorporation of subject matter into an existing course, development of a new course based all or in substantial part on the contents of the workshop presentation of an in-house professional development workshop, based upon the subject, or use of knowledge and skills gained through the workshop in the performance of duties.

Presentations at professional seminars, conferences, etc. <ul style="list-style-type: none"> For a national international individual presentation For national panel or co-presentation For regional or state presentation For individual or local (including internal faculty forum/workshop*) For faculty roundtable presentations 	4.00 PDU Credits 3.00 PDU Credits 2.00 PDU Credits 1.0 PDU Credits 0.50 PDU Credits
Attendance at seminars, conferences, workshops, undergraduate courses, and audited graduate courses. PDUs for attendance will be allocated at the rate of 1.00 PGU for each 15 contact hours. The following should be used to calculate PDUs. <ul style="list-style-type: none"> 2-4 contact hours 5-8 contact hours 9-12 contact hours 13-15 contact hours A series of forums or workshops can lead up to 3 PDU Credits.	 0.25 PDU Credits 0.50 PDU Credits 0.75 PDU Credits 1.00 PDU Credits
Committee Work <ul style="list-style-type: none"> Chairperson (per academic year)** Member (per academic year) 	1.00-3.00 PDU Credit 1.00 PDU Credit

All other professional development activities will be submitted to the dean for approval and forwarded by the faculty member to the PDU Committee for PDU credit.

* Attendance at Fall and Spring Faculty workshop shall each earn .50 PDU credit.

** For the first two years as Chairperson of the Academic Senate and College Curriculum Committee, the faculty member will receive 3.00 PDUs each year.

- Authorship or co-authorship of a chapter in a book. If the chapter comprises a new addition to an existing book that is being revised, then the chapter will be treated as if it were appearing for the first time.
4. Activities not outlined on the following list will be submitted to the PDU Committee for consideration. The PDU Committee will forward PDU approval to Human Resources for PDU credit.

Activity	Is Equivalent To
Authorship of a book	6.00 PDU Credits
Co-authorship of a book	6.00 PDU Credits
Authorship of an article	4.00 PDU Credits
Co-authorship of an article	2.00 PDU Credits
Editing a book	4.00 PDU Credits
Co-editing a book	4.00 PDU Credits
Authorship of a chapter in a book	4.00 PDU Credits
Co-authorship of a chapter in a book	2.00 PDU Credits
Textbook or article review for a publisher	0.25 PDU Credits
Exhibit/performance, etc. <ul style="list-style-type: none"> • For an individual, juried, national exhibit/performance • For a group, juried, national exhibit/performance • For an individual, juried, state or regional exhibit/performance • For group, juried, state or regional exhibit/performance • For local exhibit/performance 	Up to 4.00 PDU Credits 4.00 PDU Credits 3.00 PDU Credits 3.00 PDU Credits 2.00 PDU Credits 1.00 PDU Credit
Development of new courses (including honor courses)	Up to 3.00 PDU Credits
Development of on-line/distance learning courses	1.00-4.00 PDU Credits
Work experience in related vocation area For each 80 contact hours	Up to 4.00 PDU Credits 1.00 PDU Credits
Officer of professional organization <ul style="list-style-type: none"> • Per calendar year for national or international • Per calendar year for state or regional • Per calendar year for local • Per calendar year for 16 contact hours of work as a Board member 	(Max of 4.00 PDU per organization) 2.00 PDU Credits 1.00 PDU Credit 0.50 PDU Credit 1.00 PDU Credit
Participation on a visitation team for North Central or comparable accreditation organization For each 16 contact hours	1.00 PDU Credit

APPENDIX L –

ARTICLE IV, Paragraph A.2. Sick time retirement calculation examples

Upon retirement each full time faculty member will received terminal reimbursement for up to sixty (60) days of unused sick leave calculated as follows:

- Twelve and one-half percent (12.5%) of the first four hundred (400) accumulated days.
- Ten percent (10%) if accumulated days over four hundred (400).

1. Example One:

If Faculty member has accumulated: 500 sick days

- First 400 days x 12.5% = 50.00 days
 - Balance of 100 x 10% = 10.00 days
 - Total of 60.00 days
- (Maximum allowed terminal reimbursement equals 60 days)

Reimbursement will be for maximum of 60 days

2. Example Two:

If Faculty member has accumulated: 623 sick days

- First 400 days x 12.5% = 50.00 days
 - Balance of 223 x 10% = 22.30 days
 - Total of 72.30 days
- (Maximum allowed terminal reimbursement equals 60 days)

Reimbursement will be for maximum of 60 days

3. Example Three:

If Faculty member has accumulated: 419 sick days

- First 400 days x 12.5% = 50.00 days
 - Balance of 19 x 10% = 00.19 days
 - Total of 50.19 days
- (Below Maximum allowed terminal reimbursement)

Reimbursement will be for 50.19 days

However, if the faculty member chooses to report 180 sick days to SURS for one additional year of service:

4. Example Four:

If Faculty member has accumulated: 500 sick days – 180 days reported to SURS = 320 days

- First 320 days x 12.5% = 40.00 days
 - Balance of 0 x 10% = 00.00 days
 - Total of 40.00 days
- (Below Maximum allowed terminal reimbursement)

Reimbursement will be for 40.00 days

Note: Examples are accurate as of July 1, 2012 and the SURS rules effective and in place on that date.

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