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**A G R E E M E N T**

**between**

**BOARD OF TRUSTEES**

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**AGREEMENT**

This AGREEMENT is entered into this 9th day of August, 2022, by and between the BOARD OF TRUSTEES OF KISHWAUKEE COLLEGE, COMMUNITY COLLEGE DISTRICT NO. 523 (hereinafter referred to as the “Board”) and the KISHWAUKEE COL-4 (.9 (a)10.32o4 (“))-1 ( an(I)99 (



ARTICLE II  
RECOGNITION AND REPRESENTATION

**Section 2.1 Recognition**

The Board recognizes the Kishwaukee College Education Association, IFT/AFT, Local 4459, as







methods, means, and number of personnel needed to carry out the College's mission, all as deemed necessary or advisable by the Board;

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or issued against the Board and for all legal costs that may arise out of, or by reason of, any action taken or not taken by the Board under the provisions of this Section. If an improper deduction is made, and paid to the Association, the Association shall refund any such amount directly to the bargaining unit member involved.

**Section 5.2 Information to Association**

Upon reasonable written request and as long as legally required (115 ILCS 5/3), the Board shall use its best efforts to provide to the Union a complete list of the following information for all employees in the

#### **Section 5.4 Bulletin Boards**

The Board agrees to provide one (1) bulletin board designated for use by the Association. The bulletin board shall be used for posting Association notices and shall be restricted to the following: (a) notices of Association recreational and social activities; (b) notices of Association elections; (c) notices of Association appointments; and (d) notices of Association meetings, reports, minutes, information and announcements thereof. The Association shall limit posting of Association notices on campus to this bulletin board. Costs incident to preparing the posting of Association material shall be borne by the Association.

#### **Section 5.5 Communications Committee Meetings**

At the request of the Association or the Board, the President of the Association and the College President or their respective designees shall meet at least quarterly to discuss matters of mutual concern. Communication meetings may occur more often by mutual agreement. The Association President may invite other bargaining unit employees (not to exceed two) to attend such meetings. The College President may invite other College representatives (not to exceed two) to attend such meetings. This section shall not be applicable to any matter that is being processed pursuant to the grievance procedure set forth in this agreement. No bargaining unit employee shall be entitled to any additional compensation for attending any communication committee meeting. Notes of the meetings shall be kept by the College President or their designee and forwarded to the Board and the Association President as soon as practicable.

#### **Section 5.6 Gender**

Unless the context in which they are used clearly requires otherwise, the pronouns



## **Section 5.9 Intellectual Property**

Intellectual property rights pertain to materials that can be trademarked, copyrighted, patented, as well as those created for instructional (e.g. class notes, tests, data sets, LMS content, etc.), artistic, or scholarly pursuits.

**Co-Ownership:** If a faculty member chooses to receive compensation in the form of a stipend for the development of a course at Kishwaukee College, the faculty member and the College shall enter into a co-ownership agreement (See section 7.17 for compensation). Co-ownership of a course includes the syllabus, course shell, units, lesson plans, activities, formative and summative assessments, and instructional materials used to deliver the course during the first year it is taught. If the faculty member at any time is no longer employed by the College, the faculty member has the right to transfer the course to use in its entirety elsewhere, but the College also retains the right to redistribute the course to another faculty member for future offerings of the course at the College.

**College Ownership:** Intellectual materials created by a faculty member using substantial College resources shall be the property of the College. Substantial College resources are direct costs to the College that include the provision of any benefit over and above what is customarily provided for the faculty member's usual appointment or assignment, such as stipends, release time, sabbaticals, additional clerical or technical support.

**Permissible Uses:** The College may not sell, lease, assign or transfer interest in these instructional materials without permission of the faculty member, nor will the College knowingly allow other faculty to plagiarize or appropriate such materials. The College shall be provided access and use of materials developed as part of the faculty member's work which supports the College's relationship with governmental agencies and accrediting bodies. These materials





## ARTICLE VI CONDITIONS OF EMPLOYMENT

### **Section 6.1 Academic Freedom**

Within the scope of their duties and responsibilities, the Board and the Association recognize their responsibility to protect and encourage the search for knowledge and its dissemination. To this end, the Board recognizes the right of a faculty member to pursue research and to publish the results of such research, provided that these activities do not interfere with the execution of their regular duties as stipulated by this Agreement. Furthermore, the Board recognizes the right of a faculty member to incorporate the study and discussion of topics relevant to their discipline as a part of classroom instruction. Likewise, faculty members recognize the importance of maintaining the highest standards of academic rigor in their respective disciplines. Furthermore, faculty members should endeavor to foster an environment in which there is a free exchange of ideas and in which the opinions of all are respected. A faculty member who supports a particular position on any issue should neither assert nor imply that Kishwaukee College endorses their opinion.

### **Section 6.2 Tenure**

Full-time faculty members shall be eligible for tenure in accordance with 110 ILCS 805/3B-2, Ch. 122, par. 103B-2 (Illinois Community College Tenure Act). Neither this Section nor any matter relating to tenure shall be subject to the grievance and arbitration procedure set forth in this Agreement.

### **Section 6.3 Days of Instruction and Final Exams**

The academic calendar shall consist of at least two academic terms consisting of 75 days of

instruction each. The days of instruction shall include all days when there is a full schedule of classes and support services, but will exclude holidays, Saturdays, Sundays, and days scheduled exclusively for registration, orientation, college-wide placement or assessment testing, faculty workshops, and final examinations. [ICCB Administrative Rules September 2016, Section 1501.303(e) (1), (2), (4)]. A final examination week occurs after the completion of the academic term. F369c 0 (p)-14 (l)-95 -0.004 Tc (em)-6a 0 Tc 0 Tw 1.83 mo dTd (. -7 (e)y)-2 (s)-1 ( a)op (t)-6 (i)-6 (nm)-2

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### **Section 6.5 Notice of Resignation**

A faculty member contemplating resignation should discuss the matter at the earliest possible time with their immediate supervisor who is not a member of the bargaining unit. The resignation of a faculty member shall be submitted in writing to the College President.

### **Section 6.6 Outside Employment**

The parties agree that the full-time faculty positions held by the employees covered by this Agreement are their primary employment positions, and that any outside employment is a faculty member's secondary employment position. If there is a conflict between an individual's primary employment position and their secondary employment position, the conflict shall be resolved in favor of the primary employment position.

Within thirty (30) calendar days of the date this Agreement is executed, all faculty members shall notify the appropriate Vice President or Dean of their outside employment. Upon their date of hire, all new employees shall complete the **Outside Employment Form** found on the College's Intranet. Thereafter, faculty members shall update such notices of outside employment at least once every three (3) years or within one (1) month of any significant change in the nature of such employment. All notices under this Section shall be in writing and signed by the individual faculty member.

This Section does not apply to outside employment held during the summer months outside of the regular academic year.

### **Section 6.7 Suspensions**

A faculty member may be suspended by the Board without pay for cause. In the case of tenured

faculty, except for serious offenses which warrant immediate suspension or dismissal, the Board agrees to the concept of progressive discipline. Dismissals, however, shall be governed exclusively by Section 11.4, and shall not be subject to the contractual grievance procedure.

The Board may place a faculty member on a paid administrative leave at any time pending an investigation, or when circumstances so warrant.

As soon as practicable, the Board ( s)-1 (us)-1 (pe)3.9 (ns)-1 (i)-1.9 (-2 (l)3-2 (l)3-2 )JTJ 0 Tw -18.62 ( be)-4 ( t



Effective July 1, 2024, the base salaries of starting faculty shall be as follows:

	9-Month	12-Month
Associate Degree or Less:	\$51,476	\$52,540
Bachelor's Degree:	\$53,711	\$54,775
Master's Degree:	\$54,829	\$55,893
Doctoral Degree:	\$57,064	\$58,128

Effective July 1, 2025, the base salaries of starting faculty shall be as follows:

	9-Month	12-Month
Associate Degree or Less:	\$52,506	\$53,591
Bachelor's Degree:	\$54,785	\$55,870
Master's Degree:	\$55,926	\$57,011
Doctoral Degree:	\$58,205	\$59,290

If a search to fill a position fails based on the base salary offer, the KCEA shall be notified and the College may pursue candidates at a starting salary that is no greater than \$5,000 above the applicable base salary limits, listed above.

### **Section 7.2 Salary**

Effective with the start of the 2022-2023 academic year, the base salaries of those faculty members who have been employed by the Board in their current position in a full-time capacity since the 2021-2022 academic year shall be increased by **6.00** percent.

In addition, full-time f



Effective with the start of the 2025-2026 academic year, the base salaries of those faculty members who have been employed by the Board in their current position in a full-time capacity since the 2024-2025 academic year shall be increased by **4.00** percent.

In the event a faculty member chooses to submit an irrevocable notice of retirement by July 31, 2025, that faculty member's salary shall increase by six percent (6%) of their base in the preceding academic year, rather than the increase outlined above. This salary increase is in addition to any  
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chart below for the degree, semester hours, or credit units previously earned. Any base salary increase shall not be paid retroactively (i.e., if the faculty member earns 15 graduate semester hours in their first employment year, the faculty member's base salary will be increased by \$2,244 in their fourth year of employment, provided the faculty member receives tenure their third year). However, to be eligible for such an increase, the program, course or credit unit must be approved in advance by the Board or the Board's designee. All credits will automatically be considered as being approved credits if the credits are required as part of the degree requirements for a pre-approved program, excluding dissertation research hours. Application for pre-approval of the

Educational Level

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Associate Degree plus 15 undergraduate credit hours or 15 equivalent credit units	\$2,244
Associate Degree plus 30 undergraduate credit hours or 30 equivalent credit units	\$2,244
Associate Degree plus 45 undergraduate credit hours or 45 equivalent credit units	\$2,244
Bachelor's degree	\$2,244
Bachelor's degree plus 15 graduate semester hours or 75 Tw [( Tw [( Tw [( Tw [(44 12 2044 (s)12 2044 (s)12 2044 (sdc -0.0T.it69.24 680T.it0 BD	

tenure, faculty can only advance one educational level per academic year. In addition, all requests for an increase under this section must be received in writing by the appropriate Vice President or their designee on or before August 25 of the school year for which the increase is being requested. Faculty members shall be reimbursed for tuition and fees for pre-approved course work or credit units taken outside Kishwaukee College in an amount not to exceed those identified below:

**Tuition and Fees Reimbursement**

	FY23	FY24	FY25	FY26
Tuition and Fees Reimbursement	\$2,200	\$2,200	\$2,200	\$2,200

or training institute. Workshops or institutes less than four hours in length generally

## **Section 7.6 Roles and Responsibilities of Faculty**

Instruction that facilitates learning is the primary function of the College; all operations of the institution exist to facilitate this goal.

KCEA member roles and responsibilities include effective classroom teaching, academic advising and counseling of students, participation in committee work, continuous development of the curriculum through assessment, scholarly activity, and service such as assisting in recruitment of students and initiatives designed to help students succeed academically.

Faculty are encouraged to participate in commencement, in College-sponsored co-and extracurricular activities, and community service. Faculty are encouraged to share their expertise through participation in provided shared governance opportunities.

Shared governance is designed to promote open communication for discussion of College issues and development of recommendations to the College Administration. The shared governance structure exists to maximize communication across campus and advance the mission, vision, and goals of the College.

Faculty members are provided with opportunities for shared governance by participating in KCEA Communications meetings, full-faculty, division, and department meetings, and the following committees: Assessment, Curriculum, Academic Standards, Calendar, Insurance, Emergency Response Preparedness, other approved committees, and ad-hoc committees as appropriate. Additionally, faculty can provide feedback on faculty-specific professional development sessions at Fall in-service and Spring Professional Development Day. Faculty will have the opportunity to provide feedback on departmental goals and departmental budgets. Faculty members engaging in shared governance opportunities have a responsibility to maintain sustained communication and participation.

In addition to instruction, related responsibilities include, but are not limited to the following:

- Provide instruction in the field of study, incorporating current and relevant technology as appropriate.
- Stay current in assigned discipline and teaching methodology.
- Supervise and evaluate student internships, clinicals, field experiences, and work experiences as appropriate.
- Evaluate student work constructively and provide timely feedback.
- Provide access to students through posted office hours, electronic communications, and other methods and respond to inquiries in a timely manner.
- Foster an environment for student success (e.g., retention alerts, student accommodations, and tutoring referrals).
- Plan, develop, and utilize teaching methods and materials which are appropriate for students with diverse educational and experiential backgrounds and learning styles.
- Create, evaluate, and revise curriculum to address classroom, departmental, and program curriculum/degree needs.
- Engage in course, program, and institutional level assessment efforts as needed, including collecting, reporting, and analyzing outcomes data.
- Provide a copy of course syllabi, office hour schedules (regular and final exam week), grade backups, incomplete grade forms, program reviews, attendance verification roster (AVR), and midterm certification roster for all courses by deadlines and in formats established through the Office of Instruction.
- Activate courses, regardless of course modality, in College learning management system (LMS).

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x The faculty-led committee will consider an additional artifact not represented above that

## **Overload**

If a teaching assignment by the Board causes an overload in either of the two categories listed below, then overload compensation will be the largest of the two computations set forth below:

- 1. Credit/Contact Hours:** In the event that more than 15 credit/contact hours are assigned by the Board, then the first hour of overload assigned for the academic year shall be compensated at the rate of 1/30 of the base nine-month contractual salary, per hour.

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2. Preparations: Within the framework of program requirements and the number of staff members available to teach in a discipline, an effort will be made to minimize the number of preparations. Teaching assignments involving six or more preparations per semester shall entitle a faculty member to additional compensation at the rate of \$400 for each preparation in excess of five. One preparation shall be defined as forty-eight (48) approved student contact hours for non-credit classes. This provision shall not operate to entitle any faculty member to additional compensation if one of the additional preparations is in adult basic education, adult secondary education, English as a second language, orientation, or in physical education activities courses. In addition, two classes, at least one of which contains less than the minimum student enrollment determined by the Board, and each of which would require similar instructional needs, meeting at the same time in the same facility and taught by the same instructor, shall only be considered one preparation.

To the extent it is necessary for individual faculty members to work during those periods of the academic year when classes are not in session, e.g., winter break, spring break, post spring commencement, or prior to fall semester, in order to meet their teaching load, the performance of teaching or coaching duties during said period shall not entitle the individual faculty member to









time shall be computed using IRS 26 CFR Section 4980H Hours of Service as one (1) credit hour for each 2.25 hours of required service (representing a combination of teaching or classroom time and time performing related tasks such as class preparation and grading of examinations or papers) per week per academic term.

**Release Time for KCEA Contract Negotiations**

During the Spring 2026 semester, the KCEA negotiating team shall receive a total of seven (7) release credit/contact hours for negotiating purposes to be split amongst team members as determined by the KCEA for the purpose of starting negotiations during the first week of the semester.

**Section 7.13 Coordinator Agreements**

The Board or the Board’s designee may enter into a letter of agreement with an individual faculty member to serve in a coordinator position in addition to, ( m)-2 (a)4 (ttT3 t)-6 (o)-4t (o)-4 ( s)att14 (a)4 (c)4 (ul

### **Section 7.14 Sick Leave Reimbursement**

Upon retirement or voluntary resignation, absent recommended discharge for cause, a faculty member shall be eligible for compensation at the rate of \$40 per day for any accumulated, unused sick leave days not submitted to SURS for retirement service credit, up to a maximum of one hundred eighty (180) days. This post-retirement compensation payment shall be submitted to the faculty member within one (1) month of their retirement or voluntary resignation from the College.

### **Section 7.15 Safety and Security Trainings**

Pursuant in part to the Campus Security Enhancement Act of 2008 (110 ILCS 12/20), Kishwaukee College shall conduct training on its Emergency Operations Plan (EOP) annually. The College will also provide cybersecurity initiatives (e.g., KnowBe4) and additional trainings deemed necessary through legal/federal/state requirements (e.g., Title IX, Ethics, etc.) annually. The College will make every effort to offer these trainings during Fall In-Service and Spring Professional Development Day. Faculty may utilize office hours to complete these trainings/initiatives not completed during Fall-In-Service and Spring Professional Development Day.

### **Section 7.16 Commencement**

Faculty members participating in Commencement, in full regalia, will be compensated \$50 per ceremony.

### **Section 7.17 Co-Ownership / Course Conversion**

Upon mutual agreement, the College will compensate a faculty member \$1,000 for conversion of a course to an online or hybrid format. Through this agreement, the faculty member and the College will both have co-ownership of the course. Co-ownership is defined in section 5.10.

### **Section 7.18 Longevity**

Faculty members will be eligible for a one-time, non-cumulative longevity payment of \$500 upon completion of twenty (20) total years of full-time service in the bargaining unit and after completion of each additional five (5) years of College service after the 20<sup>th</sup> year of service. The faculty member will receive the \$500 longevity payment on the final June payday of the fiscal year in which the faculty member is eligible for longevity pay. The longevity payment will not be added to the faculty member's base annual salary for subsequent contract years.

### **Determining Years of Service for Longevity:**

a)

2000 and reaches the 20-year service milestone on July 1, 2020 will receive the longevity payment on the last day of June 2021).

- c) Only those years of service in the bargaining unit will be counted in determining eligibility for longevity payments.

A 9-month faculty member who commences work in the bargaining unit during a contract year (e.g., a 9-month faculty member who begins their service in the bargaining unit in January at the beginning of the Spring semester) will be credited proportionally with a partial year of service (e.g., one-half year in the previous example). Faculty on a 9-month contract who begin their work in the bargaining unit during -2 (n t)-2 (hy)3 (vi)-2 .ta

## ARTICLE VII LEAVES

### **Section 8.1 Sick Leave**

Sick leave shall be interpreted to mean personal illness, temporary disability due to pregnancy and/or childbirth, adoption, quarantine at home, or serious illness or death of the immediate family or household. Immediate members of the family shall be interpreted to mean the employee's

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a written request for the leave to the College President or



## ARTICLE IX SABBATICAL LEAVE

### **Section 9.1 Purpose**

The purpose of sabbatical leave is to provide faculty with the opportunity to develop professional skills, take on intellectual pursuits, or engage in creative activity or useful service which will ultimately benefit the students, the College, and the College district. To fulfill this goal, a sabbatical leave may be granted at the sole discretion of the Board.

### **Section 9.2 Eligibility**

Full

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3. The committee shall forward its recommendations to the President by February 15.  
All recommendations of the committee shall be advisory only and non-binding upon the Board.
4. The President shall forward their recommendations to the Board of Trustees for consideration at a subsequent Board meeting.
5. If a request is denied, the President shall, upon request, inform the individual faculty member of the reasons for the denial. Any decision by the Board of Trustees to approve or deny a sabbatical leave request shall be at the discretion of the Board and shall be final and binding upon the parties.

A minimum of two (2) sabbatical leaves may be granted in any one academic year.

A faculty member on a sabbatical leave shall be paid 50% of their salary during the period of the leave. The President, with the approval of the Board of Trustees, may grant other leaves of absence with full pay, reduced salary or without salary for the purpose of professional development or acceptance of professional assignments of limited duration with other colleges, governmental agencies, or with foreign nations to a fulltime faculty member. Such leaves shall be for appropriate purposes consistent with the needs and interests of the college and are governed by Board Policy 2.13.19.09 Other Leaves.

#### **Section 9.4 Return**

Unless otherwise agreed between the Board and the individual recipient of the leave, a recipient of a sabbatical leave must return to the College for two (2) consecutive years of full-time employment immediately following the sabbatical leave. An individual choosing to leave the

College prior to that time must repay the College the salary granted during the leave period according to the following scale:

1. Does not return: reimburse 100% of the sabbatical salary;
2. Returns for one (1) year: reimburse 50% of the sabbatical salary;

Upon return from a sabbatical leave, the recipient agrees to speak about the experience and accomplishments with the Board of Trustees and College community at a mutually agreed upon date and time.

## ARTICLE X INSURANCE

### **Section 10.1 Life Insurance Coverage**

Subject to the other sections of this Article, full-time faculty members shall be eligible for life insurance in the amount of one-and-a-half times their annual base salary. To avoid employee IRS taxation, members may elect a reduced coverage rate within IRS limits (current maximum non-

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insurance carrier(s) from any liability it may have to the Board, faculty member or beneficiary of any faculty member.

**Section 10.5 Limited Reopener Provision**

If a federal or state law or regulation is enacted or becomes effective during the duration of this Collective Bargaining Agreement which affects the cost or availability of any of the employee benefits offered under this Agreement, including any federal Health Care Reform Act provisions or conditions of the 6% annual earnings increase limitation in the Illinois Pension Code (40 ILCS

ARTICLE XI  
SENIORITY AND REDUCTION IN FORCE

**Section 11.1 Definition of Seniority**

The seniority of faculty members shall be based upon the most recent date of beginning continuous full-time employment by the Board. When an employee achieves the status of temporary full-time faculty member through Board appointment and subsequently is hired into the role of a probationary fulltime faculty member, the date of their temporary fulltime status shall constitute their seniority date. Conflicts of seniority among faculty members with the same seniority date shall be resolved on the basis of the earliest date the initial contract of full-time employment was approved by the Board of Trustees. If a tie still exists, conflicts of seniority among faculty members shall be resolved by drawing lots, witnessed by the Association President or the Association President's designee and the College President or the College President's designee. Seniority does not accumulate during a faculty member's non-FMLA related unpaid leave of absence or while a faculty member is laid off.

During the first full week of instructional days during the second semester of each academic year, the Board will post a list on the KCEA bulletin board, setting forth the most recent date of beginning continuous full-time employment for each faculty member then employed by the Board. A copy of the list shall also be provided to the President of the Association. The Board will not be

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### **Section 11.2 Seniority Upon Return to the Bargaining Unit**

If a faculty member is appointed by the Board to a position outside the bargaining unit and is subsequently returned to a bargaining unit position by the Board, the faculty member shall be credited with the years of service outside of the bargaining unit (up to a maximum of two years), in addition to the seniority that was previously accumulated as a faculty member.

### **Section 11.3 Reduction in Force**

The reduction in force of faculty members shall be in accordance with the provisions of 110 ILCS 805/3B-5. The provisions of this Section, and any such reduction in force, shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

The Association shall be afforded a reasonable opportunity to present its views, in writing, with respect to a reduction in force to the College President or their designee, who shall, in turn, submit such written statement to the Board at or prior to the date upon which the Board adopts a resolution which effects a reduction in force of faculty members. The Association views shall be advisory only, and non-binding upon the Board.

### **Section 11.4 Dismissal Procedure**

The dismissal of a faculty member shall be in accordance with the applicable provisions of 110 ILCS 805/3B-3, 3B-4. The grievance and arbitration procedure set forth in this Agreement shall not be applicable to any such dismissals.



### **Section 11.5 Termination of Seniority**

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

1. Quits or resigns; or
2. Is terminated in accordance with the provisions of applicable law and/or this contract;  
or
3. Retires or is retired; or



third consecutive school year and, if applicable, the fourth consecutive school year during which a probationary faculty member is employed, student evaluations shall be administered by the Board at least once during an academic year.

2. Tenured Faculty. Tenured faculty members shall be evaluated by an administrator at least once every five (5) school years. In addition, the Board may administer student evaluations in courses selected by the Board which are being taught by the tenured faculty member at least once every three school years. During the post evaluation conference, suggestions for improvement in areas in which deficiencies are noted should be offered, unless the evaluator informs the faculty member of a decision to recommend dismissal.
3. Non-Teaching Faculty. Non-teaching faculty, such as Counselors, Academic Advisors, Instructional Librarians, Instructional Designers, and the Coordinator of Tutoring Services, shall be evaluated on their non-teaching roles and responsibilities by an administrator or an administrator's designee annually. In addition, non-teaching faculty will be evaluated on their teaching responsibilities per the provisions of Section 12.2.2.

### **Section 12.3 Student Feedbacks**

In a year when a faculty member's evaluation is scheduled, the administrator will not review student feedback results for that faculty member until after the classroom observation is completed. This shall not, however, be construed to limit the Board's right to take student feedback into account in connection with an evaluation, nor shall it limit any administrator's right to review the student feedbacks prior to review.

## **Section 12.4 Evaluation Conferences**

Following an observation of a faculty member, a conference shall occur between the person who conducted the observation and the individual faculty member within fifteen (15) working days of the date of the observation. During this conference, the person who conducted the observation shall provide the faculty member with a copy of the

## **Section 12.6 Performance Improvement**

From time to time, it may be necessary for the College to take action with respect to a faculty member who engages in performance incompatible with the roles and responsibilities of faculty members. The purpose of such actions is to promote an equitable and productive work environment for all members of the institution as well as comply with applicable laws, policies, and procedures. This is promoted by the integrity and commitment of faculty members mindful of their rights and responsibilities in their interactions. The purpose of this policy is to set forth rules and procedures for corrective actions regarding faculty performance.

For just cause, except for serious offenses which warrant immediate suspension or dismissal, the Board agrees to the concept of progressive discipline. Below are the steps in which performance issues shall be communicated. The initial action shall depend on the severity and/or repetitive nature of the offense and the College's findings regarding the employee's misconduct. Actions 1-4 are subject to the contractual grievance procedure and/or Board Policies.

### 1. Informal Discussion

Discussion between a supervisor and an employee regarding performance or compliance which could result in a performance improvement plan or written warning. The discussion will be documented in the supervisor's management file but will not be filed in Human Resources.

### 2. Performance Improvement Plan

A performance improvement plan will be developed collaboratively between an employee and supervisor. This plan shall include goals, milestones, and deadlines to be met by the employee. A written record of this performance improvement plan shall be

documented and placed in the employee's personnel file maintained by Human Resources. Upon successful completion of the performance improvement plan, the employee may request removal of documentation related to the performance improvement plan from the employee's personnel file after a minimum of one (1) year.

3. Written Warning

A written warning may be issued by a supervisor and/or designee to an employee regarding continued failure to comply with a policy, unacceptable conduct, or performance improvement. A record of each written warning shall be documented and placed in the employee's personnel file maintained by Human Resources.

4. Suspension

Suspensions shall be governed as outlined in Section 6.7.

5. Dismissal

Dismissals shall be governed exclusively by Section 11.4 and shall not be subject to the contractual grievance procedure.



**Section 13.5 Procedure**







not so submitted or raised. The arbitrator shall be without power to make recommendations contrary to or inconsistent with in any way applicable laws or rules and regulations of federal, state or local administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the Board under this Agreement, the law and applicable court decisions. The decision of the arbitrator will be accepted as final by the Board, the Association, and the faculty member, and all parties will abide by it. Nothing in this Agreement, however, shall be construed to prohibit the Board or the Association from seeking administrative or judicial review of an arbitrator's decision.

### **Section 13.7 Time Limits**

No grievance shall be entertained or processed unless a request for an informal resolution is submitted within fifteen (15) calendar days after the first event giving rise to the grievance or within fifteen (15) calendar days after the employee or the Association, through the use of reasonable diligence, could have first obtained knowledge of the first event giving rise to the grievance. If a request for an informal resolution is not presented within the time limits set forth above, the grievance shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or an agreed extension thereof, it shall be considered settled on the basis of the Board's last answer. Failure at any step of this procedure to hold a meeting or communicate a decision on a grievance within the specified time limits or an agreed extension thereof shall permit the aggrieved party to treat the grievance as denied and to proceed immediately to the next step. The parties may by mutual agreement in writing extend any of the time limits set forth in this Article.

## ARTICLE XIV NON-INTERUPTION OF SERVICES AND WORK

### **Section 14.1 Strikes Prohibited**

During the term of this Agreement, neither the Association nor its officers or agents nor any of the faculty members covered by this Agreement will authorize, institute, engage, sponsor or participate in any strike, sympathy strike, picketing, concerted refusal to work, concerted refusal to follow reasonable work instructions, or any other concerted interruption of the operations of the College. Any or all faculty members who violate this provision may be terminated or otherwise disciplined by the Board as the Board in its discretion deems appropriate.

### **Section 14.2 Association Responsibility**

In the event of any violations of any provisions of this Article by the Association, its members, or representatives, the Association shall, upon notice from the Board, immediately direct such employees both orally and in writing to resume normal operations immediately and make every other reasonable effort to end any violations.

### **Section 14.3 No Lockout**

The Board agrees that during the term of this Agreement it will not lock out any bargaining unit employee, provided such employee is not engaging in activities prohibited by other sections of this Article.

### **Section 14.4 Judicial Restraint**

Nothing contained herein shall preclude or in any way limit the Board from obtaining an injunction, damages and other judicial relief in the event of a violation of this Article.



## ARTICLE XV SAVINGS

If any provision of this Agreement, or the application of such provision, is or shall at any time be contrary to or unauthorized by law, then such provision shall not be applicable or performed or



## ADDENDUMA Kishwaukee College Supplemental Retirement Plan

### A. Eligibility

This program shall be open to all full-time college employees who are eligible for a pension under SURS and who have been employed by the College on a full-time basis for at least ten years preceding the date on which their retirement shall commence and who are employed full-time during the two years immediately prior to their retirement. Full-time faculty employed on a temporary basis are not eligible. An unpaid leave of absence will not be considered as years of service for the purpose of determining eligibility for the supplemental retirement plan. Any individual who retired prior to the effective date of this plan shall not be included under its provisions. In the event of death of the retiree prior to the effective date of retirement, the College has no obligation to make any remuneration under this plan.

### B. Reimbursement

Effective July 1, 2022, qualified faculty-retirees who meet the eligibility criteria set forth above and elect single health insurance coverage under the State retiree health insurance plan (“CIP”), or single coverage under any alternative health insurance plan other than the College plan, shall receive a Board reimbursement payment up to a maximum reimbursement equal to the then-current CIP rate per month for a period of **two (2) years** after the faculty-retiree’s retirement date. Health and dental insurance may be purchased by the retiree with the approval of CIP or the alternative health plan provider at the applicable employee contribution rate for dependent coverage for the retiree's spouse and/or dependent children under 22 years of age. At the end of the maximum 2-year period above, the retiree and eligible dependent(s) may continue to participate in either plan at the expense of the retiree.



The State's plan is administered by Central Management Services (CMS), and all provisions of this plan are available from CMS. With this option, the retiree pays the premium and the College reimburses the retiree. If a faculty member elects the CIP plan, and the CIP plan is discontinued or eliminated by the State of Illinois, the faculty member will continue to receive a Board reimbursement amount as set forth above, provided the faculty member selects alternative health insurance coverage other than the College's group health insurance plan.

### C. Lump-Sum Incentive

Effective July 1, 2022, qualified faculty-retirees who meet the eligibility criteria set forth in Sections A and B above, may choose a lump sum payment of **\$10,800** in lieu of the monthly payments described in Section B above. To qualify for this one-time post-retirement payment, the faculty member must submit an irrevocable retirement letter to the College's Human Resources office by October 1, 2022 and must retire by June 30, 2023. With respect to any additional salary benefit for faculty members who submit a notice of retirement, see Section 7.2, Salary.

Effective July 1, 2023, qualified faculty-retirees who meet the eligibility criteria set forth in Sections A and B above, may choose a lump sum payment of **\$10,800** in lieu of the monthly payments described in Section B above. To qualify for this one-time post-retirement payment, the faculty member must submit an irrevocable retirement letter to the College's Human Resources office by July 31, 2023 and must retire by June 30, 2024. With respect to any additional salary benefit for faculty members who submit a notice of retirement, see Section 7.2, Salary.

Effective July 1, 2024, qualified faculty-retirees who meet the eligibility criteria set forth in Sections A and B above, may choose a lump sum payment of **\$10,800** in lieu of the monthly payments described in Section B above. To qualify for this one-time post-retirement payment, the

faculty member must submit an irrevocable retirement letter to the College's Human Resources office by July 31, 2024 and must retire by June 30, 2025. With respect to any additional salary benefit for faculty members who submit a notice of retirement, see Section 7.2, Salary.

Effective July 1, 2025, qualified faculty-retirees who meet the eligibility criteria set forth in Sections A and B above, may choose a lump sum payment of **\$10,800** in lieu of the monthly payments described in Section B above. To qualify for this one-time post-retirement payment, the faculty member must submit an irrevocable retirement letter to the College's Human Resources office by July 31, 2025 and must retire by June 30, 2026. With respect to any additional salary benefit for faculty members who submit a notice of retirement, see Section 7.2, Salary.

#### Tuition Waiver

Subject to eligibility as defined above, tuition will be waived for those individuals electing retirement and their spouses for courses taken at Kishwaukee College for life. Also, tuition will be waived for dependent children up to 25 years of age.

