

MEMORANDUM OF UNDERSTANDING

This **MEMORANDUM OF UNDERSTANDING** (the "MOU") entered into this 28th day of June, 2022 by and between the **BOARD OF TRUSTEES OF ROCK VALLEY COLLEGE, COMMUNITY COLLEGE DISTRICT NO. 511** (the "College") and the **ROCK VALLEY COLLEGE FACULTY ASSOCIATION LOCAL 6211, IFT-AFT** (the "Association") (collectively, the "Parties").

WITNESSETH

WHEREAS, the Association is the sole and exclusive bargaining representative for the College's faculty members, librarians and clinical skills nursing instructors;

WHEREAS, the College and the Association are parties to a collective bargaining agreement with a current term of August 16, 2021 through the last day of the Summer II Session in 2026 (the "CBA");

WHEREAS, during the successor negotiations for the current CBA, the College accepted the Association's May 3, 2021 proposal to return back to book ("maintain status quo") on Section 6.2.2, "Non-Teaching Faculty" and Section 6.3.2, "Non-Teaching Faculty" from the Parties' 2015-2020 CBA, which was reflected in a Tentative Agreement on May 11, 2021.

WHEREAS, Section 6.2.2 and Section 6.3.2 of the current CBA pertain to Library Faculty.

WHEREAS, the Parties agree that they will incorporate two provisions regarding the Standard Instructional Workload for Non-Teaching Faculty, into the current CBA;

WHEREAS, the Parties wish to have a written understanding regarding these provisions.

NOW, THEREFORE, in consideration of the mutual covenants and understandings herein, the Parties agree as follows:

1. **Incorporation of Recitals**

The foregoing recitals shall be considered a part of this MOU and shall be binding upon the Parties.

2. **Standard Instructional Workload Non-Teaching Faculty**

The Parties agree that the following provision will be incorporated into Article VI, Section 2, *Standard Academic Year Instructional Workload (9-10 Months)*, of the existing CBA:

6.2.3 Non-Teaching Faculty

The usual workload for non-teaching faculty is 40 hours per week during their regular 9-month employment contract, which is equated to 30 CHE for each year.

The Parties agree that the following provision will be incorporated into Article VI, Section 3, *Standard Semester Instructional Workload*, of the existing CBA:

6.3.3 Non-Teaching Faculty

The usual workload for non-teaching faculty is 40 hours per week during their regular 9- month employment contract, which is equated to 15 CHE for each semester.

7. **Non-Precedential**

The Parties acknowledge and agree that this MOU is entirely non-precedential and will not constitute binding precedent or evidence of the status quo for purposes of bargaining any successor contracts or with respect to either party's interpretation of the CBA.

9. **Effect of MOU**

The Parties acknowledge and agree that, with the exception of the changes set forth in Paragraph 2 herein, this MOU does not modify, amend, or otherwise affect the current contract language of the CBA. All provisions of the CBA will remain in full force and effect, unless specifically modified by the provisions of this MOU.

10. **Effective Date**

This MOU is effective immediately upon execution.

IN WITNESS WHEREOF, the Parties have caused this Memorandum of Understanding to be executed by the signatures of their authorized representatives as set forth below.

**BOARD OF TRUSTEES OF
ROCK VALLEY COLLEGE, COMMUNITY
COLLEGE DISTRICT NO. 511**

By:


Chair, Board of Trustees

Date:

6.29.22

**ROCK VALLEY COLLEGE FACULTY
ASSOCIATION LOCAL 6211, IFT-AFT**

By:


Union President

Date:

6-24-22