

**2015-2020  
COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**ILLINOIS COMMUNITY COLLEGE DISTRICT #511  
ROCK VALLEY COLLEGE**

**AND**

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

## TABLE OF CONTENTS

<b>Article I – Recognition and Bargaining Unit</b>	<b>1</b>
1.1 Recognition	1
1.2 Witness	1
1.3 Definitions	1
1.3.1 Academic Year	1
1.3.2 Agreement	1
1.3.3 Association	1
1.3.4 Bargaining Unit	1
1.3.5 Board	1
1.3.6 Class	2
1.3.7 College	2
1.3.8 Course	2
1.3.9 Department	2
1.3.10 Discipline	2
1.3.11 Draft Agreement	2
1.3.12 Employment Contracts	2
1.3.13 Faculty	2
1.3.14 Full- Time Temporary Faculty	2
1.3.15 IELRA	3
1.3.16 IELRB	3
1.3.17 Summer Sessions	3
1.3.18 Notice	3
1.3.19 Off- campus	3
1.3.20 On- campus	3
1.3.21 Position	3
1.3.22 Probationary Faculty	3
1.3.23 Recognized	3
1.4 Exclusive Representation of Association	3
1.5 Duty of Fair Representation	3
1.6 Agreement	4
1.6.1 Rights During Negotiations	4
1.6.2 Good Faith Negotiations	4
1.6.3 Rights of Board Representatives and Association Representatives	4
<b>Article II – Status of the Agreement and Negotiation Procedures</b>	<b>5</b>
2.1 Ratification and Amendment	5
2.2 Ongoing Administration of Agreement	5
2.3 Operating Procedures for Negotiations	5
2.3.1 Notice to Bargain	5
2.3.2 Negotiation Representatives/Items	5
2.3.2.1 Designation of Representatives	5
2.3.2.2 Bargaining Unit	5
2.3.2.3 Negotiation Topics	6
2.3.3 Negotiation Sessions	6
2.3.4 Successor Agreement submittal	6
2.4 Impasse Resolution	6
2.4.1 Mediation	6
2.4.2 Selection of Mediator During Negotiations	6
2.4.3 Fact – Finding/ Mediation Cost	6
2.4.4 Issuing Employment Contracts/ Conclusion of Mediation	6
2.5 Binding Arbitration	6
2.6 Precedence of AGREEMENT	6

2.7	Time for Negotiations	7
2.8	Printing (Costs and Distribution) of AGREEMENT	7
<b>Article III – Association/ Board Rights and Responsibilities</b>		<b>8</b>
3.1	Association Rights	8
3.1.1	Non- Discrimination	8
3.1.2	Access to Information	8
3.1.3	Dissemination of Association Information	8
3.1.4	Leave for Association Business	8
3.1.5	Storage of Association Documents	8
3.2	Board Rights/Responsibilities	9
3.2.1	Managerial Rights and Responsibilities	9
3.2.2	Meeting With Bargaining Unit Members	9
3.3	Dues	9
3.3.1	Association Member Dues	9
3.3.2	Fair share Fees	9
3.3.3	Indemnification	9
3.4	No-Strike Pledge	10
3.5	Board Meetings	10
<b>Article IV – Grievance Procedure</b>		<b>11</b>
4.1	Definitions	11
4.1.1	Grievance	11
4.1.2	Days	11
4.2	Procedure Guidelines	11
4.2.1	Representation	11
4.2.2	Association Rights	11
4.2.3	Time Limits	11
4.3	Procedural Steps	11
4.4	Selection, Authority and Fees of the Arbitrator	12
4.5	General Provisions	12
4.5.1	By-Pass Provision	12
4.5.2	Separate Records	12
4.5.3	Grievance Withdrawn	13
4.5.4	No Reprisals	13
4.5.5	Grievance Information Request	13
4.5.6	Appearance and Representation	13
<b>Article V - Professional Rights and Responsibilities</b>		<b>14</b>
5.1	Academic Freedom & Responsibilities	14
5.2	Tenure	14
5.3	Faculty Rank and Title System	14
5.3.1	Title Positions for Tenured Faculty	14
5.3.2	Title Positions for Probationary Faculty	14
5.4	Intellectual Property	14
5.5	Internet/Email Access	16
5.6	Faculty Personnel Files	16
5.7	Sexual Harassment	16
5.8	Discipline and Appeals Process	16
5.8.1	Tenured Faculty Discipline	16
5.8.2	Just Case Dismissal	17
5.8.3	Right to Union Representation	17
5.8.4	Petition for Removal of Discipline	17
5.9	Evaluation	18
5.9.1	Philosophy	18
5.9.2	Evaluation Criteria	18

5.9.3	Evaluation Schedule	18
5.9.4	Evaluation Procedures	18
5.9.5	Peer Review committee	19
5.9.6	Student Evaluation of Faculty	20
5.9.7	Reports	20
5.10	Grading Policy	21
5.11	Assessment of Student Learning	21
5.12	Division Policies	21
5.13	Timely Response to Students	21
5.14	Faculty Notice of Student Complaint	21
<b>Article VI – Conditions of Employment</b>		<b>22</b>
6.1	Qualifications to Teach	22
6.1.1	Minimum Requirements for Appointment to Faculty Status	22
6.1.2	Determination of Faculty Member Teaching Discipline	22
6.1.3	Application to Teach in a Discipline Other than the one in Which the Faculty Member was Originally Hired	22
6.1.4	Recognition to Teach in a Discipline Other than the discipline in which the Faculty Member was originally hired	22
6.2	Standard Academic Year Instructional Workload (9-10 Months)	22
6.2.1	Teaching Faculty	22
6.2.2	Non-Teaching Faculty	23
6.2.3	Teaching Library Faculty	23
6.3	Standard Semester Instructional Workload	23
6.3.1	Teaching Faculty	23
6.3.2	Non- Teaching Faculty	23
6.3.3	Teaching Library Faculty	23
6.4	Overload	24
6.5	Preparations	24
6.6	Class Size and Faculty Overloading Courses	24
6.7	Hours on Campus	25
6.7.1	Required Office Hours	26
6.7.2	Required College Meetings	26
6.7.3	Professional Development	26
6.7.4	Length of Work Week	26
6.7.5	Length of Academic Semester	26
6.7.6	Academic Calendar	26
6.8	Scheduling Assignments	26
6.8.1	Assignments	26
6.8.2	Determination of Assignments	26
6.8.2.1	Scheduling of Library Faculty	27
6.8.3	Substitute Assignments	27
6.8.4	Dual Credit Courses	27
6.8.5	Compensatory Time	28
6.8.6	Summer Course Assignment and Load	28
6.9	Administrative Reassignment	28
6.10	Fitness for Duty	28
6.11	Outside Employment	29
6.12	Seniority	29
6.13	Seniority List	29
6.14	Reduction in Force	30
6.15	Academic Chairs	30
6.15.1	Responsibilities and Duties of Academic Chairs	31
6.15.2	Appointment of Academic Chairs	31
6.16	Distance Learning	32
6.16.1	Definitions of Distance Learning	32

6.16.2	General Distance Learning Agreements	33
6.17	Process for Hiring New Faculty Members	34
6.18	Travel Expenses for Approved Conference Participation	34
6.19	Mentoring	34
6.20	Instructional Delivery Methods	34
<b>Article VII – Compensation</b>		<b>35</b>
7.1	Salary	35
7.1.1	Contractual Salary	35
7.1.2	Salary Lane Advancement	35
7.1.3	Adjustment of Faculty Salaries	35
7.1.4	Pay for Overload and Summer CH/CHE	35
7.1.5	Pay for Team Taught Classes	35
7.1.6	Pay While on Sabbatical	36
7.1.7	Pay for Dual-Credit Courses	36
7.2	Rate of Pay Compensation	36
7.2.1	Compensation of Salary Deductions	36
7.2.2	Payment of Salaries to Full-time Faculty Teaching Overloads	36
7.3	Other Compensations	36
7.3.1	Substitute’s Pay	36
7.3.2	Pay for Teaching Independent Study and Internship Classes	37
7.3.3	Entry Level pay for New Faculty Hires	37
7.4	Lane Advancement	38
7.5	Contact Hour Equivalencies/CHE/STIPENDS	38
7.5.1	CHE for Academic Chairs	38
7.5.2	CHE for Other Assignments	39
7.5.3	Compensation for other Duties	40
7.6	Retirement Benefits	41
7.6.1	Life Insurance	41
7.6.2	Tuition Waiver	41
7.7	SURS cap on end of career earnings	41
<b>Article VIII- Benefits</b>		<b>42</b>
8.1	Insurance	42
8.1.1	Medical, Dental, and Vision Insurance	42
8.1.2	Medical Examination Policy and Report Form	42
8.1.3	Professional Liability Insurance	42
8.1.4	Term Life Insurance and Accidental Death and Dismemberment	42
8.1.5	Tax-Qualified Child Care Program	42
8.1.6	Tax-Qualified Medical Expenses	42
8.1.7	Employee Assistance Program	43
8.1.8	COBRA Dependent Coverage	43
8.1.9	Health Insurance Committee	43
8.2	Professional Development	43
8.3	Approved Conference Participation and Related Professional Activities	43
8.4	Faculty Parking	43
8.5	Leaves of Absence	44
8.5.1	Family and Medical Leave	44
8.5.2	Leaves of Absence Without Pay: Non-FMLA Qualified Reasons	44
8.5.2.1	Procedural Requirements	44
8.5.2.2	Reinstatement Upon completion of the Leave	44
8.5.2.3	Faculty Member Notice Requirements	44
8.5.2.4	Time Off Under this Provision	44
8.5.3	Sick Leave and Personal Leave	44
8.5.3.1	Sick Leave Definition and Procedures	45
8.5.3.2	Pregnancy and Child Birth	45

8.5.3.3	Personal Leave	45
8.5.3.4	Accumulation of Leave	45
8.5.3.5	Summer Assignments	46
8.5.3.6	First Two Years of Employment for Faculty	46
8.5.3.7	Intermittent Leave – Reduced Schedule for Use of Sick Leave	46
8.5.4	Disability	46
8.5.4.1	Faculty With Less Than 2 Years of SURS Service Credit	46
8.5.4.2	Faculty With More Than 2 Years of SURS Service Credit	46
8.5.4.3	Accrual of Benefits	46
8.5.5	Jury Duty/Subpoena	47
8.5.6	Intermittent or Reduced Schedule	47
8.5.7	Sabbatical Leave	47
8.5.7.1	Types of Leave	47
8.5.7.2	Eligibility and Compensation	48
8.5.7.3	Sabbatical Committees	48
8.5.7.4	Request and Approval Procedures	48
8.5.7.5	Report on Leave	49
8.5.7.6	Service After Leave	49
8.6	Annual Active Duty for Training of Military Reserve	49
8.7	Tuition and Fees – Rock Valley College Classes	49
8.8	Reimbursements	50
8.8.1	Reimbursements for Graduate Study	50
8.8.2	Reimbursement for Certification, Recertification, and Licensure	50
8.8.3	Reimbursement for Health care Faculty	50
8.9	Sick Leave	50
8.10	Deferred Compensation Plan & Tax Sheltered Annuity	51
8.11	Domestic Partners	51
<b>ARTICLE IX - EFFECT AND DURATION OF AGREEMENT</b>		<b>52</b>
<b>Appendices</b>		
A.	Tenure	53
B.	Title Positions Applicable to Tenured Faculty	55
C.	West’s Smith-Hurd Illinois compiled Statutes Annotated chapter 820. Employment Labor Relations Act 40. Personnel Record Review Act.	56
D.	Evaluation Criteria	69
E.	Faculty Professional Development Report	71
E-1.	Evaluation Criteria for Librarian Faculty	72
F.	Classroom Observation Report	73
F-1.	Librarianship Observation Report	74
G.	Student Evaluation Report	75
H.	Annual Base Salary Increase and Maximum Increment Award	76
I.	Faculty Salary Ranges	77
J.	Summer Salary Schedule	78
K.	Overload Salary	80
L.	Modifications to Rock Valley College Benefit Plan	82
M.	Medical, Vision, and Dental Insurance Contribution Schedule	91
N.	College FMLA Policy	92
O.	MOU Clinical Skills Nursing Instructor Agreement	99
P.	CHE for Courses Schedule with Additional CHE Assignments	101
Q.	MOU Retirement Incentive	102

# **ARTICLE I RECOGNITION AND BARGAINING UNIT**

## **1.1 Recognition**

This AGREEMENT succeeds the contract expired on June 30, 2015, by and between the BOARD OF TRUSTEES OF ROCK VALLEY COLLEGE, COMMUNITY COLLEGE DISTRICT No. 511 (hereinafter referred to as the "Board"), and the ROCK VALLEY COLLEGE FACULTY ASSOCIATION, LOCAL 6211, IFT-AFT (hereinafter referred to as the "Association"), and applies only to said parties. This Agreement is effective through June 30, 2020.

## **1.2 Witness**

### **1.2.1**

WHEREAS, the Board and the Association have endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting relations between the Board and the full-time faculty members represented by the Association, insofar as such practices and procedures are appropriate to the obligations of the Board to retain the right to effectively operate Rock Valley College and are consonant with the paramount interest of the public and the students of Rock Valley College.

### **1.2.2**

WHEREAS, it is the intention of the parties to this AGREEMENT to provide for negotiations on wages, hours, and terms and conditions of employment as well as the impact thereon and other mutually agreed to terms and conditions of employment for full-time faculty members covered by this AGREEMENT, to prevent interruptions of work and interference with the efficient operation of Rock Valley College, and to provide an orderly and prompt method of handling and processing grievances.

## **1.3 Definitions**

This AGREEMENT shall incorporate the following definitions:

### **1.3.1 Academic Year**

The term "academic year" means fall and spring semesters with the ability to provide flexibility for summer semester with supervisor approval. The academic year begins with the first official day of fall semester classes and ends with spring semester graduation day. All portions of this AGREEMENT, unless specifically indicated, apply only to the academic year.

### **1.3.2 Agreement**

The term "AGREEMENT," when printed in all caps, refers to the collective bargaining document, as ratified by the Board and Association.

### **1.3.3 Association**

The term "Association" or "Union" refers to the Rock Valley College Faculty Association, Local 6211, IFT-AFT of District 511 and its authorized representatives. Unless otherwise informed in writing by Local 6211, any Faculty Association Officer is an authorized representative for receipt of communication from the Board.

### **1.3.4 Bargaining Unit**

The bargaining unit shall consist of all full-time faculty members, and librarians and Clinical Skills Nursing Instructors, as defined in the ILERB Certification of Representative dated June

30, 2009 and specifically excludes all classified employees and any Dean, managerial, confidential, short-term, and part-time academic employees as defined by Section 2 of the IELRA.

### **1.3.5 Board**

The terms "Board" or "Board of Trustees" shall mean the Board of Trustees of Rock Valley College, District 511, operating as Rock Valley College, as established pursuant to Illinois Revised Statutes, Chapter 122, and its authorized representatives.

### **1.3.6 Class**

The term "class" denotes a specific section of a course.

### **1.3.7 College**

The term "College" shall mean Rock Valley College and its authorized representatives.

### **1.3.8 Course**

The term "course" denotes a College division offering with an alpha prefix and a number combination.

### **1.3.9 Department**

An academic "department" is single disciplines or groups of related disciplines. (See Section 6.15)

### **1.3.10 Discipline**

The term "discipline" shall be defined in accordance with ICCB guidelines.

### **1.3.11 Draft Agreement**

The term "draft agreement" refers to the written product of collective bargaining, which, if executed by the Board and Association, would become the AGREEMENT.

### **1.3.12 Employment Contracts**

The term "employment contracts" shall mean 9 or 10 month contracts issued to faculty members.

### **1.3.13 Faculty**

The terms "faculty", "faculty member", or "full-time faculty member" shall mean individuals with nine-month employment contracts who have a standard academic year instructional workload of 30 CH/CHE (refer to Section 6.2), librarians and any full-time faculty member hired into existing or new faculty positions.

### **1.3.14 Full-Time Temporary Faculty**

A full-time temporary faculty is an employee hired for a semester or an academic year, for a load of at least 15 CH/CHE per semester. Any faculty member employed for less than two semesters without any reasonable assurance that the faculty member will be re-employed by the College in the subsequent semester will not be covered by this AGREEMENT. In the event that the full-time temporary faculty position becomes a permanent position, see Section 6.17.

Full-time temporary assignments may be offered:

1. To replace full-time faculty members on sabbatical leave, sick leave, or leave of absence.
2. To replace full-time faculty members who have given untimely resignations.
3. As new academic programs are phased in or old academic programs are phased out.
4. During a period of time not to exceed one year, when the College is assessing



the long-term need for full-time faculty in a discipline.

5. To a desired applicant who is not fully qualified but submits an acceptable plan to meet, within one year, minimum qualifications and receives the recommendation of the Academic Chair, Dean and approval of the Dean. The faculty in these positions cannot hold the position for more than one (1) year.

#### **1.3.15 IELRA**

Illinois Educational Labor Relations Act

#### **1.3.16 IELRB**

Illinois Educational Labor Relations Board

#### **1.3.17 Summer Sessions**

The summer semester begins with the first official day of Term I of the summer semester and ends on the last day of finals of Term II. The dates of Summer Semester are outlined in the Academic Calendar for that given year.

#### **1.3.18 Notice**

The term "notice" means a written document delivered in person or deposited in the registered U.S. mail, postage prepaid, and sent to the last known address.

#### **1.3.19 Off-campus**

The term "off-campus" refers to any address other than "on-campus".

#### **1.3.20 On-campus**

The term "on-campus" refers to any property owned or rented by RVC.

#### **1.3.21 Position**

The term "position" means that the College has issued or is issuing a full-time employment contract to an individual for a specific workload (refer to Section 6.1.1).

#### **1.3.22 Probationary Faculty**

The term "probationary faculty" refers to any non-tenured full-time faculty member in a position eligible for tenure consideration under the College's tenure policy.

#### **1.3.23 Recognized**

The term "recognized" means that a faculty member has successfully completed the process by which they become officially accepted as a teacher in one or more disciplines other than the discipline(s) for which they were originally hired to teach (refer to Article VI).

### **1.4 Exclusive Representation of Association**

The Board hereby acknowledges the Association as the exclusive representative for all faculty members as defined in Article I of this AGREEMENT.

### **1.5 Duty of Fair Representation**

The Association further agrees to indemnify and hold harmless the Board from any and all liability, including monetary damages, resulting from any failure on the part of the Association to fulfill its duty of fair representation.

## **1.6 AGREEMENT**

This AGREEMENT is intended to cover all Bargaining Unit employees' wages, hours, terms and conditions of employment during the Academic Year, including, but not limited to, fall semester, spring semester, and where indicated, summer session, and travel classes.

**1.6.1 Rights During Negotiations**

The parties acknowledge that during the negotiations which resulted in this AGREEMENT, that each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this AGREEMENT.

**1.6.2 Good Faith Negotiations**

The Board agrees to bargain in good faith with the duly designated representatives of the Association. The Association and the Board agree that negotiations, in good faith, will encompass the following items: wages, hours, terms and conditions of employment as well as the impact thereon; and other mutually agreed to terms and conditions of employment for faculty covered by this AGREEMENT, to prevent interruptions of work and interference with the efficient operation of Rock Valley College, and to provide an orderly and prompt method of handling and processing grievances.

**1.6.3 Rights of Board Representatives and Association Representatives**

It is the responsibility of the Board and the Association to (1) confer upon their respective representatives the necessary authority to make and consider proposals, and to make counterproposals in the course of negotiations, and (2) to reach tentative draft agreements which shall be presented to the Board and the Association respectively, with explicit reasons for the adoption of the same. The obligation to urge adoption of the draft agreement does not preclude either the Board or the Association from discussing the relative merits of all provisions of the draft agreements with their respective groups. Facts, information, opinions, and proposals will be exchanged freely during the meetings in an effort to reach mutual understanding and agreement.

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## **ARTICLE II STATUS OF THE AGREEMENT AND NEGOTIATION PROCEDURES**

### **2.1 Ratification and Amendment**

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

### **2.2 Ongoing Administration of Agreement**

Representatives of the College and the Association may confer the last-Wednesday (August through April, excluding December) of each month for the purpose of reviewing and clarifying the intent of the AGREEMENT during the term of the AGREEMENT. These meetings are not intended to bypass the grievance procedure (refer to Article IV). Each party will submit to the other, on or before the Friday prior to the meeting, an agenda covering matters they wish discussed. Should such meetings result in a mutually acceptable amendment to the AGREEMENT, the proposed amendment shall be recommended for ratification to the Board and the Association. If approved by both parties, the amendment shall be signed and appended to this AGREEMENT. The Committee shall not continue to meet during negotiations for a successor agreement.

### **2.3 Operating Procedures for Negotiations**

The procedures outlined below shall be observed in negotiating each Agreement, and are intended to set forth reasonable steps for the orderly progress of negotiations between the Board and the Association.

#### **2.3.1 Notice to Bargain**

Between January 1 and February 1 of the final year of this AGREEMENT, the Association shall submit a notice to bargain in writing to the Board.

The Association shall submit its proposal and the Board shall respond in writing to the Association between February 1 and March 1 of the final year of this AGREEMENT. The parties should commence bargaining for a successor Agreement on or before March 1 of the final year of the AGREEMENT and shall bargain as per the Illinois Educational Labor Relations Act and its Rules and Regulations. Exceptions to these dates shall be in writing and approved in advance by both parties.

Every effort should be made to conclude negotiations by May 15 of the final year of the AGREEMENT.

#### **2.3.2 Negotiation Representatives/Items**

##### **2.3.2.1 Designation of Representatives**

The Association and the Board shall designate their own respective representative(s) for negotiations sessions. The Board and the Association will exchange names of all members on each bargaining committee in advance of the first meeting.

##### **2.3.2.2 Bargaining Unit**

The unit for negotiation shall include only those positions currently covered by the Illinois Educational Labor Relations Board (IELRB) Certificate of Representation, i.e., full-time faculty as defined in Article I.

### **2.3.2.3 Negotiation Topics**

Areas for negotiation shall include items currently contained in the AGREEMENT, as well as other matters mutually agreed to by both parties, and those items required by the Illinois Educational Labor Relations Act (IELRA).

### **2.3.3 Negotiation Sessions**

Negotiation sessions shall be held at mutually agreed times and places with the intent to reach a draft agreement satisfactory to the agents of both the Board and the Association prior to the termination of this AGREEMENT. Tentative agreements established during the negotiation sessions shall be placed in writing as these tentative agreements occur, and shall be dated and initialed by both parties. Any such tentative agreements are contingent upon executing a successor agreement.

### **2.3.4 Successor Agreement Submittal**

The successor agreement shall be submitted to the Association for ratification, and then forwarded to the President of the College for final approval by the Board.

## **2.4 Impasse Resolution**

The procedures outlined herein are intended to work to the advantage of the parties from Rock Valley College by facilitating communication and discussion between the Board and the Association on matters of vital concern to both. Should any of these procedures hinder rather than enhance the progress of such communication and discussion, any or all of the procedures may be amended or suspended by mutual consent of the Board and the Association. Any provision herein that is now or may be in conflict with the laws of the State of Illinois shall be of no effect.

### **2.4.1 Mediation**

If, within 90 days of the scheduled start of the forthcoming school year, the parties have reached an impasse, then either the Board or Association may initiate mediation.

### **2.4.2 Selection of Mediator during Negotiations**

Whenever mediation is initiated or invoked, the mediator shall be provided by the Federal Mediation and Conciliation Services (FMCS).

### **2.4.3 Fact-Finding/Mediation Cost**

If either party refuses to use the mediation services from the FMCS that party shall bear the additional cost of mediation services from another source.

### **2.4.4 Issuing Employment Contracts/Conclusion of Mediation**

Employment contracts shall not be issued to any person covered by the AGREEMENT until a successor AGREEMENT for the ensuing contract period has been reached by the Board and the Association. The Association will abide by these negotiation procedures to their completion and will initiate no action that will hinder the normal functioning of the College on any issue related to these discussions until the mediation process has been concluded.

## **2.5 Binding Arbitration**

The Board and the Association may submit to final and binding, impartial arbitration any unresolved issues concerning the terms of an AGREEMENT, if and only if, both the Board and the Association agree.

## **2.6 Precedence of AGREEMENT**

If there is any conflict between the written terms of this AGREEMENT and the terms of any

individual employment contract for any Association member, the written terms of this AGREEMENT shall be controlling. Likewise, if there is any conflict between the written terms of this AGREEMENT and any written Board policies, rules, and regulations that may be in effect from time to time, the written terms of this AGREEMENT shall be controlling.

**2.7 Time for Negotiations**

When negotiations are conducted during regular work hours, classes may be canceled or substitutes may be provided for a maximum of seven members of the Association.

**2.8 Printing (Costs and Distribution) of AGREEMENT**

Within thirty days after the AGREEMENT has been signed by both parties, 8 ½ x 11-inch photocopies of this AGREEMENT shall be printed at the expense of the College and presented to each Association member now employed, or hereafter employed. In addition, the Board shall provide ten copies of the AGREEMENT without charge to the Association.

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## **ARTICLE III ASSOCIATION/BOARD RIGHTS AND RESPONSIBILITIES**

### **3.1 Association Rights**

#### **3.1.1 Non-Discrimination**

Neither the Board nor the Association shall discriminate against any faculty member on the basis of race, creed, color, national origin, sex, marital status, sexual orientation, handicap, age, or for the membership or non-membership or participation or non-participation in, or the association with, the lawful activities of any organization, including but not limited to faculty, student, religious, political, and social organizations.

#### **3.1.2 Access to Information**

The Board shall make available to the Association all information requested by the Association relevant to negotiations pertaining to, and the interpretation and enforcement of, this AGREEMENT. However, the Board is not obligated to provide to the Association an employee's personnel records which could adversely affect the employee's personal privacy unless requested in accordance with the Illinois Personnel Records Review Act. The Association President or any Association Officer shall be able to make a written request for such information, and the Board shall deliver such information within a reasonable period of time not to exceed twenty (20) business days. Requested information shall be disseminated to the Association in its most refined and compiled form that currently exists, unless the actual raw data, which provides the basis of the refined and compiled information, is specifically requested by the Association.

#### **3.1.3 Dissemination of Association Information**

The Association shall have access to and use of the College communication systems, including mail delivery, mailboxes, electronic mail, bulletin boards, telephones, and all other forms of communication, so long as there is no interference with orderly processes of The College. The College reserves the right to limit use of the College's computer and email system for College business purposes.

The Board shall make available to the Association during normal working hours the College facilities and equipment to conduct Association meetings, so long as there is no interference with orderly processes of the College.

#### **3.1.4 Leave for Association Business**

Should the Association desire to send and to pay expenses for representatives to local, state, or national conferences, or on other business pertinent to Association affairs, these representatives shall be excused without loss of salary, providing the Association notifies the College of such leave as well as reimburses the College for the cost of any substitute(s). A maximum of six work days total per year may be used by the Association for such Association-related conferences or business. (For example, one representative taking six work days is equivalent to three representatives taking two days.) Association representatives attending conferences, or on other Association business during times when they are not required to be on campus, will not be counted in reaching this maximum.

#### **3.1.5 Storage of Association Documents**

The Board shall provide the RVC Faculty Association with a secured storage area and a locking 4-drawer filing cabinet.

## **3.2 Board Rights/Responsibilities**

### **3.2.1 Managerial Rights and Responsibilities**

The Board shall not be required to bargain over matters of inherent managerial policy, which shall include such areas of discretion or policy as the functions of Rock Valley College, standards of services, its overall budget, the organizational structure, selection of new faculty members, and the direction of faculty members.

The authority and powers of the Board as prescribed by the Statutes and Constitutions of the State of Illinois and the United States shall continue unaffected except as limited by the written provisions of this AGREEMENT, whether or not such authority and powers were exercised by the College prior to the execution of this AGREEMENT.

### **3.2.2 Meeting With Bargaining Unit Members**

This AGREEMENT shall not be construed to prevent the Board or its representatives from meeting with any bargaining unit member(s) for the purpose of hearing complaints, views and proposals of such bargaining unit members, provided that as to those matters covered by this AGREEMENT or items that pertain to wages, hours and terms of conditions of employment, no change or modification shall be made except after negotiations with the Association, except for agreements reached under Section 2.2.

## **3.3 Dues**

### **3.3.1 Association Member Dues**

The College shall provide for the payroll deduction of dues and fair share fees (refer to Section 3.3.2) of each bargaining unit member. Each member shall give The College authorization in writing to the designated administrator, in an amount determined by the Association. Deductions shall be made in a manner mutually agreed upon between the College and the Association. Such deductions shall be made no later than 30 calendar days following receipt of the written authorization in the office of the Chief Financial Officer. The authorization shall be deemed automatically revoked with the issuance of any Association member's last paycheck. The Board shall provide a list of the dues collected and a list of the Association members for whom dues deductions were made to the Association Treasurer within ten business days after each pay period.

### **3.3.2 Fair Share Fees**

In accordance with Section 11 of the IELRA, bargaining unit members covered by this AGREEMENT who are not members of the Association shall be charged a fair share fee for services rendered in an amount not to exceed the annual fee uniformly charged members of the Association. The fair share fee shall be certified by the Association to non-members and to the College in accordance with the provisions of Section 11 of the IELRA. Fair share fee deductions shall be made no later than 30 calendar days following receipt of the written authorization in the office of the Chief Financial Officer. The authorization shall be deemed automatically revoked with the issuance of any non-Association member's last paycheck. The Board shall provide a list of the fees collected and a list of the non-Association members for whom fee deductions were made to the Association Treasurer within ten business days after each pay period. If the non-Association bargaining unit member objects based upon bona-fide religious tenets or teachings, the individual may pay an amount equal to their fair share contribution to a non-religious charitable organization as outlined in the IFT Procedures for objectors which has been approved by the Illinois Educational Labor Relations Board.

### **3.3.3 Indemnification**

When the College deducts and remits such dues and fair share payments as required in this Section, the Association shall indemnify, hold harmless, and defend the Board, its members,

officers, agents, and faculty members from any action, complaint, suit, or other proceedings that may be brought in relation thereto.

### **3.4 No-Strike Pledge**

The Association agrees that it shall not instigate, engage in, support, encourage, or condone any strike, work slow-down, or disruption of College operations in contravention of the provisions of the IELRA. The Association also agrees that the no-strike pledge shall be followed regardless of the actions, requests, or demands, of any agency, organization, etc.

### **3.5 Board Meetings**

A copy of the Board agenda for all meetings, the minutes, and materials distributed at all Board meetings (except for information for which a statutory privilege pursuant to the Illinois Compiled Statutes applies) shall be provided to the President of the Association, or his/her designee, contemporaneously with the distribution of such materials to the Board. The aforementioned documents shall be posted electronically or mailed to the Association President or designee immediately after Board approval. A copy of materials furnished to representatives of the press and other organizations at Board meetings shall be made concurrently available to the President of the Association or designee.

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## **ARTICLE IV GRIEVANCE PROCEDURE**

### **4.1 Definitions**

#### **4.1.1 Grievance**

A “grievance” shall mean an allegation by the Association, by an affected faculty member that there has been a violation, misinterpretation, misapplication, or inconsistent application of any provision of this Agreement. A “formal grievance” shall be a grievance that has been reduced to writing as described in Step One of Section 4.3.

#### **4.1.2 Days**

As used in this article, “day” shall mean every day of the week when classes are scheduled except Saturdays, Sundays, and those College holidays and recess periods outlined in the Academic Calendar and emergency days.

### **4.2 Procedural Guidelines**

#### **4.2.1 Representation**

A faculty member has the right to request Association representation at any meeting, hearing or appeal related to a grievance.

#### **4.2.2 Association Rights**

The Association President and the Faculty Grievance Chairperson shall be advised by the Division or immediately involved Administrator of any formal grievance meeting, hearing or appeal and they shall have the right to be present.

#### **4.2.3 Time Limits**

The failure of the grievant to act on any grievance within the prescribed time limits will act as a bar to any further appeal of the grievance. If the College’s designated representative neglects to proceed or render a decision within the time limits, the grievance may be advanced to the next step of the grievance procedure. Time limits may, however, be extended by mutual written agreement of the Faculty Grievance Chairperson and the appropriate Division Dean or Immediate Academic Administrator at that step.

### **4.3 Procedural Steps**

The parties acknowledge that it is usually most desirable for a faculty member and his/her Division Dean or Immediate Academic Administrator to resolve problems through free and informal communications. An Association representative may accompany the faculty member to assist in the informal resolution of the grievance. Any informal resolution of the grievance must not be inconsistent with the terms of this AGREEMENT. Informal resolutions that involve wages, hours, terms and conditions of employment must be documented in writing and a copy provided to the Faculty Grievance Chairperson and Association President. If, however, the informal process fails to satisfy the faculty member, or the Association, the timeline for submission of a formal grievance shall commence and a grievance shall be processed as follows:

**Step One:** A grievance shall be submitted within twenty (20) days of the date the grievant or the Association knew or reasonably should have known of the alleged contract violation. The formal written grievance shall identify the grievant(s), summarize all relevant facts, identify all provisions of the AGREEMENT allegedly violated, and describe the remedy that is requested.

The faculty member or the Association shall present the grievance in writing to the appropriate Division Dean or Immediate Academic Administrator, who will arrange for a meeting to take place within ten (10) days after receipt of the grievance. Within ten (10) days of the Step One meeting, the grievant and the Faculty Grievance Chairperson shall be provided with the Dean's or Immediate Academic Administrator's written response, including the reason(s) for the decision.

**Step Two:** If the grievance is not resolved at Step One or the time limits expire without the issuance of the Division Dean's or the Immediate Academic Administrator's written reply, the Association may refer the grievance to the College President or designee within ten (10) days after receipt of the Step One answer. The College President, or his/her designee, shall arrange with the Faculty Grievance Chairperson for a meeting to take place within ten (10) days of receipt of the appeal. Within ten (10) days of the meeting, the Faculty Grievance Chairperson shall be provided with a written response from the College President or designee, including the reason(s) for the decision.

**Step Three:** If the Association is not satisfied with the disposition of the grievance at Step Two or the time limits expire without the issuance of the College President's or designee's written reply, the Association may submit the grievance to binding arbitration with a copy to the President and the Board Chairperson. If a demand for arbitration is not filed within twenty (20) days after the deadline date for the Step Two answer, the grievance shall be considered withdrawn.

#### **4.4 Selection, Authority and Fees of the Arbitrator**

Using the procedures of the American Arbitration Association, the parties shall select an arbitrator from a panel or panels secured from the American Arbitration Association. The decision of the arbitrator shall be binding. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this AGREEMENT. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the provisions of this AGREEMENT. The arbitrator shall have the authority to make any decision or award that is not contrary to or inconsistent with, in any way, applicable laws.

The Board and the Association shall share the fees and expenses of the arbitrator and the American Arbitration Association equally. In all cases, compensation of witnesses is the sole responsibility of the party calling the witness. The parties shall have the right to have a transcript of the arbitration hearing, provided that the party making the request shall bear the full cost for the transcript. The parties shall share the expense of any transcripts that are jointly requested, but all other expenses which may be incurred by either party shall be the responsibility of that party.

#### **4.5 General Provisions**

##### **4.5.1 By-pass Provision**

Any step of the grievance procedure may be bypassed by mutual consent of the Faculty Grievance Chairperson and the College President or College designee.

##### **4.5.2 Separate Records**

All records relating to a grievance shall be filed separately from the personnel file of the faculty member.

**4.5.3 Grievance Withdrawn**

A grievance may be withdrawn at any level without establishing precedent, provided that, if withdrawn, the grievance shall be treated as having never been filed.

**4.5.4 No Reprisals**

No reprisals shall be taken by the Board or Association, or by any representative or party thereof, against any individual or class of individuals because of participation in the grievance process.

**4.5.5 Grievance Information Request**

The Board shall make available to the Association all information requested by the Association which is relevant and necessary to process the grievance, consistent with the College's obligations and restrictions under state and federal law.

**4.5.6 Appearance and Representation**

Meetings, hearings and appeals held under this grievance procedure shall be conducted at a time and place that will afford a reasonable opportunity for all persons, including witnesses, entitled to be present to attend. All Association representatives and witnesses shall be released with pay from their duties to attend any informal or formal grievance meetings, hearings, or appeals if held during work or posted office hours.

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## **ARTICLE V PROFESSIONAL RIGHTS AND RESPONSIBILITIES**

### **5.1 Academic Freedom & Responsibilities**

The Board declares its commitment to sustain the principles of academic freedom, which are essential to teaching and research. The basic tenets of academic freedom for all faculty members are:

- A. Freedom in research and publication where these activities do not interfere with adequate performance of academic duties.
- B. Freedom in the classroom to discuss topics relevant to their discipline.
- C. Retention of all rights as citizens to free speech and publication. Such rights are not subject to institutional censorship or disciplines.

As scholars and educational professionals, faculty members should be accurate, exercise appropriate restraint, show respect for the College and for the opinions of others, and make every effort to indicate that they are not speaking for the institution.

### **5.2 Tenure**

The Board will comply with applicable provisions of the ICCPA, Article IIIB, Tenure (see Appendix A). This section shall not be subject to the grievance and arbitration procedure set forth in this AGREEMENT.

### **5.3 Faculty Rank and Title System**

#### **5.3.1 Title Positions for Tenured Faculty**

The determination of the rank-title is on the basis of academic lane and longevity. Salary is not determined by rank-title. Title positions include instructor, assistant professor, associate professor, and professor. For placement in the rank-title position, see Appendix B.

#### **5.3.2 Title Positions for Probationary Faculty**

All probationary faculty members shall be referred to as "instructors".

### **5.4 Intellectual Property**

The purpose of this document is to encourage all employees to engage in creative and scholarly activity. The following shall be considered a written agreement between Rock Valley College and its assigns and all employees creating work for copyright and other items that are considered intellectual property.

Federal Copyright law states that copyright protection subsists from the time the work is created in fixed form. The copyright in the work of authorship immediately becomes the property of the author who created the work. Only the author or those deriving their rights through the author can rightfully claim copyright.

All materials that pertain to classroom instruction such as class syllabi, tests, handout materials, web design and lectures created by faculty, shall be the sole ownership of the faculty who created them. A faculty member may sell, lease, assign, or transfer any rights to his/her instructional materials.

If an employee creates an original work such as a textbook, composition, play, video or any other publication and does so on his/her own time using his/her own resources, the employee shall be considered the author and not the employer.

Although the general rule is that a person who creates work is the author of the work, there is an exception for “works made for hire”.

1. A work prepared by an employee within the scope of his or her employment; or
2. A work specially ordered or commissioned for use:
  - as a contribution to a collective work
  - as a part of a motion picture or other audiovisual work
  - as a translation
  - as a supplementary work
  - as a compilation
  - as an instructional text
  - as a test
  - as answer material for a test
  - as an atlas

Note: What Title 17 of the Copyright law states, in regards to sound recordings, referred to as “fixation of sound”:

*If the parties expressly agree in a written instrument signed by them that the work shall be considered a work made for hire*

*\*All materials created by a faculty member to fulfill obligations to government agencies and accrediting bodies shall be the property of Rock Valley College. These materials include but are not limited to reports, forms or documents for curriculum approval, program evaluation, accreditation and master course syllabi.*

*\*All materials that pertain to classroom instruction such as class syllabi, tests, handout materials, web design and lectures created by faculty, shall be the sole ownership of the faculty who created them. A faculty member may sell, lease, assign, or transfer any rights to his/her instructional materials.*

*\*If an employee creates an original work such as a textbook, composition, play, video or any other publication and does so on his/her own time using his/her own resources, the employee shall be considered the author and not the employer.*

*\*If an employee creates an original work such as a textbook, composition, play, video, or any other publication, and does so predominately using the College resources, or where the College provides the creator with extra routine support, the employee and the employer shall share ownership equally. Any profits made from the sale of said material will be shared equally with the employee and the employer*

*Exception: If the employee makes arrangements to rent the employers facilities for a fair market value, the employee will be the sole author of the completed work. This arrangement must be made prior to starting the work. As in all cases the agreement must first be reviewed and approved by the executive officers of the Rock Valley College Faculty Association before being presented to the employer.*

*Videotaping or Recording of Classes:*

*Video and audio taping or recording of classes and use of the tapes or any recording, including modifying or disposing of the recording, shall be only with the agreement of both the faculty member teaching the course and the College.*

## **5.5 Internet/Email Access**

Faculty members shall have authorized access to the College's internet and email system, subject to acceptable use guidelines set forth in College policy.

## **5.6 Faculty Personnel Files**

The Board will comply with applicable provisions of the Illinois Personnel Record Review Act, 820 ILCS 40 (see Appendix C). The provisions of the Act shall not be subject to the grievance and arbitration procedure set forth in this AGREEMENT. However, the procedures outlined in this section are subject to the grievance and arbitration procedure.

A faculty member shall have the right, upon request, to review the contents of his/her own personnel file during normal business hours. A representative(s) of the Association may be requested to accompany the faculty member to such review. Confidential credentials (and related personal references) normally obtained prior to the time of employment and other documents not subject to inspection under the Illinois Personnel Records Review Act are specifically exempted from such review and shall be removed prior to the review of the file.

The faculty member must be notified prior to the placement of any document in his/her file and he/she must initial such document before placement in the file. The faculty member's initials do not mean the individual agrees with the contents of the document, only that the individual has seen the document prior to its placement in the personnel file.

A faculty member will be given the opportunity to file a response to any adverse material placed in the personnel file if the faculty member submits the response within twenty (20) days of receipt of notification. The faculty member's response shall be made part of said file.

The College shall keep only one (1) official personnel file for each faculty member and these official files shall be stored in the Human Resources Office.

The College will comply with Section 4 of the Illinois Personnel Records Review Act.

## **5.7 Sexual Harassment**

Rock Valley College and the Association will not tolerate sexual harassment, including harassment of students, regardless of the nature of the harassment, by any employee of the College. Any faculty member engaging in such prohibited activity shall be subject to appropriate disciplinary action or termination after investigation of the complaint, notice to the faculty member of the specific charges, and an opportunity for the faculty member to respond to the allegations. Any action that results in dismissal of a tenured faculty member shall be for just cause and in accordance with Section 103B-2 of the Illinois Public Community College Act. This policy applies to acts of sexual harassment of any employee of one sex against an employee of the opposite sex or of the same sex at all levels of the College community.

## **5.8 Discipline and Appeals Process**

### **5.8.1 Tenured Faculty Discipline**

Discipline of tenured faculty shall generally be progressive and corrective, ranging from verbal reprimand through dismissal as set forth below, except that the College may bypass progressive disciplinary steps depending upon the circumstances and severity of the faculty member's misconduct. The faculty member may prepare a written response during any step of the discipline process, and this response shall be included in the faculty member's file along with the reprimand.

(1) Verbal Reprimand by the Administration: A record of each verbal reprimand shall be documented and placed in a personnel file maintained by the Vice President of Human Resources. The faculty member may prepare a response to any verbal reprimand, and this response shall be included in the faculty member's file along with the documented verbal reprimand. Faculty members may petition for

the removal of discipline one (1) year after the date of issuance (5.8.4).

(2) Written Reprimand by the Administration: Any written reprimand shall be provided to the faculty member, and a copy of such reprimand shall be placed in the faculty member's personnel file. Prior to the issuance of a written reprimand, the Administration must have a disciplinary meeting with the faculty member. The faculty member may prepare a response to any written reprimand which may result from the meeting, and this response shall be included in the faculty member's personnel file along with the written reprimand. Faculty members may petition for the removal of discipline one (1) year after the date of issuance (5.8.4).

(3) Suspension by the Administration. The Provost may impose suspension without pay provided that the faculty member shall be given an opportunity to meet first with the Provost regarding the cause or causes for such suspension.

(4) Remediation Notice by the Board. Remediation notice shall be issued by the Board, provided that the faculty member shall be given an opportunity to meet first with the Board regarding the cause or causes of such remediation notice.

(5) Dismissal by the Board. Dismissal proceedings shall be in accordance with the Illinois Public Community College Act (IPCCA).

The College reserves the right to suspend a faculty member with pay during the course of an employee discipline investigation.

#### **5.8.2 Just Cause Dismissal**

No tenured faculty member shall be discharged without just cause for dismissal in accordance with Section 103B-2 and Section 103B-4 of the Illinois Public Community College Act (IPCCA). Before a recommendation for discharge is submitted to the Board, a tenured faculty member shall be entitled to notice of the specific charges for dismissal and allowed an opportunity to respond to the charges. If the Board approves the recommendation for discharge and the faculty member submits a hearing request within ten (10) days of the Board decision, the faculty member shall receive a notice of charges and hearing date and a bill of particulars in accordance with Section 103B-4 of the IPCCA.

Non-tenured faculty shall be subject to dismissal for the following academic year provided the faculty member receives notice of dismissal at least sixty (60) days before the end of the academic year or term, pursuant to Section 103B-3 of the IPCCA.

#### **5.8.3 Right to Union Representation**

The faculty member shall be given reasonable notice by the administration, and informed that he/she has a right to have a Union representative present during any meeting that may lead to discipline. The College shall allow the employee the opportunity to meet with his/her representative prior to the meeting. During the interview, the employee has a right to confer with his/her representative.

#### **5.8.4 Petition for Removal of Discipline**

A faculty member may petition the Vice President of Human Resources for the removal of documentation of a verbal reprimand from the personnel file or of a written-reprimand from such faculty member's personnel file one (1) year after the date of issuance of discipline. The Vice President of Human Resources, in consultation with the Provost, will have discretion on the removal. The faculty member will receive written notification within a reasonable amount of time of the status of the petition for removal of discipline.

## 5.9 Evaluation

### 5.9.1 Philosophy

An effective evaluation procedure serves first as a means to assist faculty in meeting goals for effective teaching; second, to assure accountability for meeting contractual obligations; and third, to provide a basis for tenure. Effective evaluation includes constructive feedback from peers and colleagues with the goal of improving performance and advancing professional development.

An evaluation program requires procedures which obtain pertinent information from peers, division Dean(s), students, and the faculty member being evaluated for the purpose of determining effectiveness in the faculty role.

### 5.9.2 Evaluation Criteria

The evaluation criteria are used as a guide in reviewing faculty performance as a part of the evaluation process at Rock Valley College. The evaluation criteria provide a point of reference for faculty in establishing performance goals as required in the evaluation process. The evaluator/ Dean will use the evaluation criteria in identifying objective feedback to improve faculty performance and instruction.

See Appendix D for evaluation criteria.

Any proposed changes in the evaluation criteria shall be referred to a joint advisory committee of six (6) members, three (3) selected by the Board and three (3) selected by the Association.

### 5.9.3 Evaluation Schedule

Deans will conduct annual and tri-annual evaluations of faculty as outlined in this section. Evaluation outcomes include recommendations for tenure and the development of mutually agreed upon goals. Recommendations shall be based upon a review of all of the following activities.

Activity	Probationary Faculty		Tenured Faculty	
	Frequency	Report Due Date	Frequency	Report Due Date
Peer Review Committee Report	Annual	January 15	As requested	January 15
Faculty Professional Development Report	Annual	December 15	Annual	March 31
Student Evaluations	Each Semester	December 15	Annual	March 31
Classroom Observation	Annual	December 15	Tri-Annual	March 31
Curriculum Portfolio	Annual	December 15	Optional	March 31

### 5.9.4 Evaluation Procedures

#### Full-Time Temporary Faculty Members

Full-time temporary faculty shall be evaluated using the procedures for the probationary full-time faculty.

#### Full-Time Probationary Faculty Members

Full-time probationary faculty members shall be evaluated annually through the Faculty Professional Development Report (See Appendix E for report form), peer evaluation, a summary of student evaluations conducted in each class taught by the probationary faculty member, curriculum portfolio, and division Dean evaluation, including classroom observations (See Appendix F for evaluation form).

#### Full-Time Tenured Faculty Members

Full-time tenured teaching faculty members shall be evaluated in accordance with Table 5.9.3B in-



depth, at least once every three (3) years. The in-depth review will include: Faculty Professional Development Report (See Appendix E for report form); a summary report of student evaluations conducted in accordance with Section 5.9.7 over the previous three (3) years; peer review (if requested); and a division Dean evaluation including classroom observation/evaluation (See Appendix F for evaluation form).

In addition to the in-depth review, full-time tenured teaching faculty members shall, on an annual basis, submit a Faculty Professional Development Report and meet with the Dean to review progress toward implementation of goals for the three (3) year in-depth evaluation.

Library faculty will follow the same three-year tenured faculty process as teaching faculty. Library faculty shall be evaluated in the manner prescribed in all applicable sections of the faculty collective bargaining agreement.

Assignment of faculty for in-depth evaluations shall be on a rotation basis and begin with the least senior members of the division excluding newly tenured members. One-third of the division shall participate in an in-depth evaluation each academic year. Full-time tenured faculty with an unsatisfactory in-depth evaluation report may appeal the Dean's decision in writing to the Dean and request consideration of a peer review committee evaluation for the fall term of the next academic year. If, after appeal and consideration of the report of the Peer Review Committee, the evaluation is still unsatisfactory, the full-time tenured faculty member shall, in consultation with the Dean, develop and implement a plan for remediation.

Appointment of Peer Review Committees for full-time tenured teaching faculty shall be formed in the same manner as those for probationary faculty (see 5.9.5), but shall function for only one (1) year per the evaluation appeal request.

#### Full-time Tenured Non-teaching Faculty

Evaluation of the librarians shall be conducted by the Dean annually and includes: Faculty Professional Development Report (See Appendix E-1 for librarian faculty); peer review (if requested); and Dean evaluation including a classroom observation/evaluation, if applicable (See Appendix F-1 for librarian faculty).

#### **5.9.5 Peer Review Committee**

The Peer Review Committee is an advisory committee only which will formulate recommendations to the immediate Academic Administrator. In formulating its recommendation, the Peer Review Committee shall be responsible for assessing the effectiveness of the probationary faculty member or tenured faculty member in teaching and instruction, College service, professional development, and community service. To assess the effectiveness of the faculty member being evaluated, the Peer Review Committee shall conduct an in-depth review of the faculty member's activities that includes:

- Review of all course syllabi and instructional materials
- Multiple planned classroom visitations
- Faculty Professional Development Report
- Examination of a portfolio of selected representative course materials
- Consultation with the faculty to provide constructive feedback
- Consultation for the purpose of facilitating faculty in the teaching role and goal achievement
- Written appraisal with identification of strengths and suggestions for improvement

The Peer Review Committee shall consist of three tenured College faculty members with an appointment to review one faculty member. Two of the committee faculty members shall be elected by vote of the Division faculty. The committee member elected with the most votes shall serve as committee chair. The third committee member shall be selected by the faculty member to be reviewed and must hold an appointment within the same discipline as the faculty member. Members

of the Peer Review Committee are elected to serve for a three or four year term (depending on the status of probationary faculty being evaluated) in the case of probationary faculty or for one year in the case of a tenured faculty member. No faculty member shall be required to serve on more than two Peer Review Committees at the same time. Faculty may elect to serve voluntarily on more than two committees.

Prior to initiating review activities, the Peer Review Committee shall meet with the immediate Academic Administrator and the faculty member to review evaluation procedures. The chair of the Peer Review Committee shall be responsible for the following: calling the first and all subsequent meetings; informing the faculty member of all material required for evaluation; overseeing committee members to assure completion of responsibilities; and preparing a summative report annually for submission to the Vice President.

The Peer Review Committee members shall be responsible for the following: attendance at all scheduled committee meetings; conducting at least two classroom visitations annually; meeting with the faculty member after each visitation to informally discuss his/her progress; and preparing a formative/summative evaluation report for the Peer Review Committee that follows the established peer review schedule.

Classroom visitations shall begin following the initial meeting of the Peer Review Committee and the immediate Academic Administrator with the probationary/tenured faculty member scheduled for peer review. The Peer Review Committee shall give the probationary/tenured faculty member notice before classroom visitations. The probationary/tenured faculty member may request additional classroom visits. Classroom visits and evaluation may occur in the spring semester with mutual agreement of the Peer Review Committee, the immediate Academic Administrator, and faculty member.

The final report of the Peer Review Committee shall include a summative assessment and a recommendation regarding tenure, when applicable, that is submitted to the immediate Academic Administrator and probationary/tenured faculty member no later than January 15th. In response to the report of the Peer Review Committee, the immediate Academic Administrator shall be responsible for preparing an annual report, which references the recommendations of the Peer Review Committee regarding continued employment or tri-annual review and/or tenure.

#### **5.9.6 Student Evaluation of Faculty**

Student evaluations of faculty will be conducted in all classes every other semester for tenured faculty and every semester for probationary faculty. At the tenured faculty member's request, student evaluations may be conducted in all classes every semester. The results will be provided to peer evaluation committees, the immediate Dean, and the faculty member for consideration. Deans will reference significant, substantive concerns, which are consistently reported by students, in faculty evaluations. Student evaluations shall not be the sole criteria for placing a faculty member on remediation.

#### **5.9.7 Reports**

The division Dean shall be responsible for preparing annual evaluation reports of faculty. Probationary faculty annual evaluation reports with recommendations for continued employment, increment and tenure (if applicable) shall be submitted no later than January 31<sup>st</sup> each year. Full-time tenured faculty evaluation reports with recommendations for retention shall be submitted no later than May 1<sup>st</sup> of the year of evaluation.

The division Dean also prepares the Division Annual Evaluation Report of Faculty with a summary of recommendations regarding continued employment and tenure for all division faculty. This report is due May 1<sup>st</sup> and is submitted to the Chief Academic Officer.

Each annual evaluation report written by the division Dean shall be submitted to and signed by the faculty member. The signature means that the faculty member has received and read the report, not

necessarily that the faculty member agrees with the contents. Prior to signing the annual evaluation report, the faculty member being evaluated may submit a written response to the Dean's report and this response shall be attached to the Dean's report.

The signed report shall then be submitted to the appropriate Dean along with the faculty member's Faculty Professional Development Report, and, if applicable, the Peer Review Committee report. The Dean shall submit all information provided with his/her recommendations to the Chief Academic Officer. The Chief Academic Officer shall recommend continuation of employment, tenure (when appropriate), or dismissal to the President and the Board of Trustees in a manner which is timely and in compliance with College policies on tenure and dismissal.

#### **5.10 Grading Policy**

Grading is the sole responsibility of individual faculty members. No one may change a student's grade except the faculty member who assigned the grade unless the grade review process is used.

#### **5.11 Assessment of Student Learning**

All full-time faculty will engage in assessment of student learning and will use course-level assessment results to validate student learning. Furthermore, all full-time faculty will provide Academic Chairs with documentation of changes made to curriculum and/or instruction, based on assessment results, to enhance student learning.

#### **5.12 Division Policies**

All established Division Policies concerning academic matters shall be honored unless the policy is in conflict with College Policies, the Contract or are in violation of the law.

#### **5.13 Timely Response to Students**

A faculty member will respond to course-related student communications in a timely fashion. For this purpose, "timeliness" is considered to be less than ten calendar days, with shorter time preferred.

#### **5.14 Faculty Notice of Student Complaint**

Faculty will be notified of student complaints that the College is investigating within a reasonable time period after receipt of the complaint referenced in the *Rock Valley College Faculty Handbook* as well as in the *Rock Valley College Student Handbook*.

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## **ARTICLE VI CONDITIONS OF EMPLOYMENT**

### **6.1 Qualifications to Teach**

#### **6.1.1 Minimum Requirements for Appointment to Faculty Status**

Faculty determine the minimum qualifications to teach for courses in their respective disciplines, generally based upon education, equivalent experience and/or other related and required credentials. Exceptions may occur for Ph.D. students not seeking a master's degree, and for exigent circumstances in high demand areas such as facilitating the "Grow Your Own" faculty initiative.

The Office of the Provost shall maintain a current record of specific courses and the minimum qualifications for faculty who teach those courses.

#### **6.1.2 Determination of Faculty Member Teaching Discipline**

Each division director and Dean shall jointly prepare and maintain an official list of faculty members by division, department, and discipline(s), showing the seniority of each faculty member in the faculty member's recognized disciplines and/or services. Each year the Deans will submit a current list to the President of the Association by the end of the fall semester.

To be considered eligible to teach in a specific discipline, a full-time faculty member must meet the College's requirement for employment and must be officially recognized to teach within each specific discipline. Faculty members who are not qualified to teach a substantive number of courses in that discipline may be officially recognized to teach selected courses in that discipline.

#### **6.1.3 Application to Teach in a Discipline Other than the One in Which the Faculty Member was Originally Hired**

The faculty member who satisfies the minimum requirements for employment in a discipline(s) for which he/she was not originally hired must apply to teach in that discipline. If courses are available, the faculty member may teach in such discipline(s) on a trial basis for up to two years (beginning with the first assignment) without being recognized. Within sixty days after the completion of the two-year trial period, the appropriate Dean shall notify the faculty member, in writing, whether the faculty member is to be recognized. If the faculty member is denied recognition, the Dean's notification shall include an explanation of the reasons for this decision.

#### **6.1.4 Recognition to Teach in a Discipline Other than the Discipline in Which the Faculty Member was Originally Hired**

Recognition is not automatic--each faculty member must apply for recognition, in writing, to the appropriate Dean. Meeting the minimum College requirements for employment (master's degree and 18 graduate hours in the discipline for baccalaureate courses, for example) does not guarantee recognition. The College is not obligated in any way, except as stated in the College RIF policy, to allow a faculty member to teach in a discipline other than that for which the faculty member has been officially recognized. The appropriate Dean shall act upon such a request. Faculty members who are not recognized to teach in a discipline may be allowed to teach selected courses in that discipline.

### **6.2 Standard Academic Year Instructional Workload (9-10 Months)**

#### **6.2.1 Teaching Faculty**

A teaching faculty member's "Standard Academic Year Instructional Workload" is that covered by a nine- or ten-month, full-time faculty employment contract for a given academic year as defined in Section 1.3.1, and includes 30 contact hours and/or contact hour equivalents (CH/CHE). The contact hour for non-lecture based courses will be calculated at 1.0 CH/CHE.

"Faculty workload" indicates the "Standard Academic Year Instructional Workload" plus other professional duties and responsibilities appropriate for full-time faculty members.

A faculty member's normal academic year instructional workload is 30 CH/CHE. No faculty member shall be required to accept an assignment of 31 or more CH/CHE for an academic year without the faculty member's consent.

#### **6.2.2 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.

#### **6.2.3 Teaching Library Faculty**

The standard workload for library faculty shall be forty (40) hours per week for 43 weeks each year. Any teaching not related to library specific instruction (for example, STU classes) is not part of the standard workload.

### **6.3 Standard Semester Instructional Workload**

#### **6.3.1 Teaching Faculty**

The "Standard Semester Instructional Workload" for fall and spring semesters is 15 CH/CHE; the "Standard Semester Instructional Workload" for summer semester is 9 CH/CHes. For purposes of determining load, any workload between 14.6 and 14.9 will be rounded up and considered to be 15 hours.

A standard semester instructional workload will be derived from classes offered during a normal workday and evening hours. "Normal day and evening hours" shall be designated as the times of 7:00 a.m. through 10:30 p.m. Monday through Thursday, 7:00 a.m. through 5:00 p.m. Friday, and 7:00 a.m. through 3:00 p.m. Saturday, excluding holidays. For purposes of determining a faculty member's standard semester instructional workload, internships, music lessons, and independent studies will not be included (See 7.3.2).

The length of the standard semester instructional workload workday shall not exceed 10 hours between the start of the first class and the end of the last class, unless agreed to by the faculty member. Overload classes may fall outside this ten-hour span.

A faculty member shall not be assigned, as part of the member's standard semester instructional workload, classes that begin before 9:00 a.m. whenever the faculty member's standard instructional workload includes a class that ends after 8:00 p.m. the previous day, unless agreed to in writing by the faculty member.

In the event that a faculty member has more than 15 CH/CHE assigned in a semester, the faculty member shall determine which class(es) are considered "overload." Only the class(es) designated as overload may be reassigned to other faculty members when necessary.

#### **6.3.2 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.

#### **6.3.3 Teaching Library Faculty**

The minimum workload for library faculty shall be forty (40) hours per week for 43 weeks. The librarians' workload will be staggered within the year and during the day to meet the needs of the College and students. The Director of the Library will schedule librarians based on seniority and needed expertise during the time period between spring graduation and before fall semester. The systems librarians for upload purposes will work with the Dean of the Library to schedule updates.

### **6.4 Overload**

Overload means that portion of a faculty member's "Standard Semester Instructional Workload" [Fall

and Spring] which is greater than 15 CH/CHE; the faculty member's "Standard Semester Instructional Workload" [Summer] which is greater than 9 CH/CHEs; and/or the faculty member's "Academic Year Instructional Workload" which is greater than 30 CH/CHE. The department must use their teaching assignment language to assign courses to faculty who want overload. Academic year instructional workload in excess of 38 CH/CHE and semester instructional workload in excess of 19 CH/CHE must be approved by the faculty member involved, by the faculty member's Academic Administrator, and by the appropriate Vice President.

#### **Extraordinary Overload**

Semester instructional workload in excess of 21.0 CH/CHE is considered extraordinary overload. The College must provide a list of courses available for extraordinary overload to the department and make that list available to all faculty members of that department. The department must use their teaching assignment language to assign faculty who want the extraordinary overload. The College must notify the President of the Faculty Association of which members have received extraordinary overload each semester.

If a faculty member receives a multiplier for teaching an online course, this will not be used in determining standard semester instructional load, overload, or extraordinary overload. The multiplier will be used to calculate the faculty member's pay. See section 6.16.2

If a faculty member's load is less than 21 CH/CHE in one semester, the member is allowed to add one additional (1-4 CH) overload class, even if the total exceeds 21 CH/CHE.

Librarians assigned to teach shall be paid in accordance with the policies and procedures applicable to full time members of the teaching faculty. His/Her basic workweek of forty (40) hours shall be equated to 15 contact hours per semester. If the combined assignment of teaching and basic workweek results in an equated load of 31 or more contact hours for an academic year, the librarian would be eligible for overload pay. In these cases, it is essential that the immediate Academic Administrator take every reasonable precaution to assure that the teaching assignment be scheduled outside the basic workweek. Any work beyond the standard librarian workload shall be considered an overload. The Academic Administrator of the library shall determine the need of the College and schedule based on seniority and expertise needed. The librarian shall have the option of accepting or rejecting the overload. The overload compensation of a minimum of 1.0 CHE shall be awarded for 32 hours of work/semester and shall increase in increments of .5 CHE for each additional 16 hours. Assignments of less than 32 hours shall receive no CHEs. The overload compensation shall be based on the overload salary schedule in Appendix K.

### **6.5 Preparations**

A faculty member who teaches in a department in which the College employs four (4) or more full-time faculty members shall have no more than three (3) course preparations each semester as part of the faculty member's "standard academic year instructional workload." In departments with multiple disciplines where there are less than four (4) full-time faculty members teaching a single discipline and it is required for them to teach more than 3 preps, they shall be awarded a stipend of \$960.00 for each semester that this occurs. The stipend is a flat \$960.00 no matter how many additional preparations the faculty member teaches. Exceptions must be approved in writing by the faculty member.

### **6.6 Class Size and Faculty Overloading Courses**

Standard class size shall be determined by the appropriate Dean with input from the division Dean and faculty member teaching the class. Any exception to the standard class size must be agreed upon in writing by the appropriate division Dean, and faculty member(s) teaching the class. The Dean will review policy and make determinations every odd calendar year during the spring semester. Only faculty members may authorize overloading students to their class sections if a class is full or it is past the date for students to add a course without authorization. Students must have an authorized signature to add course.

## **6.7 Hours on Campus**

### **6.7.1 Required Office Hours**

All faculty members shall hold a minimum of 250 minutes of office hours per week at times which maximize student access. No block of office hours shall be less than 30 minutes in duration.

Of the 250-minute total, 100 minutes may be held online at the discretion of the faculty member. Holding office hours online means that the faculty member is logged on to a computer and is available to respond to communication as specified in the course syllabus.

Faculty members shall ensure that their office hour schedule is available to students by posting the schedule on or near their office door, by posting it in the college Learning Management System (LMS) e.g. EAGLE, and/or by including it in the course syllabus.

### **6.7.2 Required College Meetings**

Required meetings with full-time faculty, when held, shall be on campus during regularly scheduled meeting times. "Campus" denotes any facility owned or leased by the College. "Regularly scheduled meeting times" are 3:00-4:25 p.m. Mondays and Wednesdays during the fall and spring semesters.

In general, Monday meetings are as follows:

1<sup>st</sup> Monday: Faculty Council

2<sup>nd</sup> Monday: Division/Department/Meetings

3<sup>rd</sup> Monday: Association meetings

4<sup>th</sup> Monday: Curriculum Committee

Every attempt shall be made not to assign faculty to classes or to schedule other meetings during regularly scheduled meeting times.

Monthly Librarian meetings will be held on a day and at a time mutually agreed upon by the Faculty Librarians and the Library Director.

Other meetings may be scheduled at any time during a regular College business day.

Division/Department/Librarian meetings are mandatory unless a faculty member is teaching for the College or on College business. Faculty not in attendance must use leave time pay in accordance with 8.5.3 or be docked.

Attendance at Graduation is mandatory unless a faculty member is teaching for the College or on College business. Faculty not in attendance must use leave time in accordance with 8.5.3 or be docked pay.

### **6.7.3 Professional Development**

Professional development will be conducted on a total of three (3) days during the academic year. The fall development day shall not occur prior to the first day of classes. The remaining development days shall not occur prior to the Thursday or Friday preceding the start of the spring semester nor during spring break.

Attendance at professional development days is mandatory unless a faculty member is teaching for the College or on College business. Faculty not in attendance must use leave time or be docked pay.

New probationary faculty will be required to attend one additional day of professional development within the week preceding the fall semester.

### **6.7.4 Length of Work Week**

The distribution of the faculty member's standard semester instructional workload shall be not less

than 3 nor more than 5 workdays each week Monday through Saturday. Exceptions must be approved, in writing, by the faculty member, the immediate academic administrator, and the appropriate Vice President.

#### **6.7.5 Length of Academic Semester**

The fall and spring academic semesters shall not exceed 17 weeks each beginning with the first day of classes and ending the last day of final exams, excluding spring break.

Mandatory professional development days will be scheduled in accordance with 6.7.3.

#### **6.7.6 Academic Calendar**

The College's Board of Trustees, based upon recommendations from the Academic Council and the Office of Academic Affairs, shall approve the academic calendar for the following year.

### **6.8 Scheduling Assignments**

#### **6.8.1 Assignments**

Faculty members' instructional workload pursuant to the member's employment contract(s) shall be within the member's assigned division and shall include only courses for which the member has been recognized or is in the process of being recognized to teach. If it is not possible to complete a standard instructional workload within the faculty member's division, and the faculty member has been recognized or is in the process of being recognized to teach within a discipline assigned to another division, and if this other division has more classes to teach than can be taught by the full-time faculty assigned standard instructional workload for all the classes within this discipline, then a recognized faculty member or faculty member within the period of recognition shall be assigned to teach courses in this other division. The division Dean of the other division shall determine specifically which class(es) the faculty member shall be assigned.

#### **6.8.2 Determination of Assignments**

Academic Administrators shall use the written procedures already developed by faculty for each discipline when determining each faculty member's schedule.

For disciplines without written procedures developed by faculty, class assignments shall be determined by seniority until procedures are approved.

The determination of course offerings remains an administrative decision. When assigning faculty workload, full-time faculty members within a division shall have the preferential right of assignment to courses they are qualified to teach over full-time faculty in other divisions, part-time faculty, and other non-bargaining unit members for standard instructional workload, overload, and summer assignments within their assigned division, providing the assigned classes are within the full-time faculty member's recognized discipline(s). This shall include all courses at any on or off campus location.

Regular class loads will be scheduled first; then overloads scheduled. Academic Administrators shall communicate initial class assignment schedules to faculty. When the College adds additional course sections after initial schedules have been issued, Academic Administrators will notify full-time faculty of the availability of these sections, and will offer these courses through approved procedures. Full-time faculty will have the preferential right of assignment for load and/or overload for these classes.

Academic Administrators will review enrollment at least three (3) weeks prior to the semester's beginning, and make a determination about whether classes will be cancelled because of low enrollment. The minimum number of students required for a class to "make" shall generally be forty percent (40%) of the established maximum student capacity of the course, with provision for extenuating circumstances, i.e. program needs and/or graduation requirements. In the event the College needs to cancel a course section, the faculty shall have the preferential right of assignment to courses they are qualified to teach that have been assigned to full-time faculty in other divisions, part-time faculty and other non-bargaining unit members.



Faculty schedules will be finalized no later than two (2) weeks prior to the start of a semester. In the event the College adds additional course sections full-time faculty will have the preferential right of assignment for load and/or overload for these classes. The Academic Administrator shall make a reasonable effort (e.g., group email to affected faculty; cc: RVCFA President) to contact the affected faculty within the discipline to offer the course through the approved procedures. Faculty interested in these course assignments will have twenty-four (24) hours to respond in order to exercise their preferential right of assignment during these periods. Academic Administrators will use the written procedures developed by faculty to assign these course assignments. Failure to respond in the twenty-four (24)-hour period waives a faculty member's preferential right of assignment.

Faculty members who have been recognized to teach in a discipline in a division other than the one in which they have been assigned shall be eligible for standard instructional workload, overload, and summer assignments within the other discipline on the same basis as a part-time faculty member of the other division. In a potential RIF situation, Article 6.12 takes precedence.

#### **6.8.2.1 Scheduling of Library Faculty**

The director of the library shall prepare a staffing needs schedule for each regular semester and for summer.

After receiving semester and summer schedule requests from library faculty, the director of the library shall use the written procedures developed for the library faculty when determining each library faculty member's schedule. If no written procedure is in place, the schedule assignments shall be determined by seniority until a procedure is approved.

#### **6.8.3 Substitute Assignments**

Substitutes will be arranged by the division Dean, in consultation with the faculty member. Whenever possible, a substitute will teach the classes of a faculty member on sick leave, personal leave, jury duty, military duty or administratively approved professional leave at the beginning of the faculty member's first day of absence. A substitute assignment is voluntary on the part of the faculty member accepting the assignment. Substitute assignments are determined by the division Dean in consultation with the faculty member.

In those cases where the same substitute faculty member assumes responsibility for the same class for a period of more than two weeks, the substitute shall be considered a long-term substitute. Substitute assignments of two weeks or less shall be considered short-term assignments.

Short-term and long-term assignments are paid at different rates (see Section 7.3.1). Long-term substitutes are responsible for grading and any other required reporting or instructional duties as outlined in the syllabus during their time serving as a substitute. The long-term substitute should discuss the specific requirements for the course(s) with the Dean and, whenever possible, the faculty member of record.

#### **6.8.4 Dual Credit Courses**

When RVC anticipates offering a dual credit course which involves baccalaureate credit, the appropriate Dean will notify the division director. The Dean will identify faculty within the division eligible and interested in teaching said course. This process will take no longer than 30 calendar days.

Baccalaureate-level dual credit courses can be considered for load, subject to the approval of the Dean, and with the consent of the faculty member. In a RIF situation, faculty can use baccalaureate-level dual credit courses to make load, in accordance with the provisions and restrictions of section 6.14 of the AGREEMENT.

When teaching (or when teaching with a high school faculty member, if required) a baccalaureate-level dual credit course, RVC faculty will receive the full CHE's in compensation.

If a dual credit class extends outside normal RVC institutional time frames, the RVC faculty member agrees to complete the instructional assignment as defined on site, for no additional pay.

### **6.8.5 Compensatory Time**

Non-teaching faculty who, at the request of their Dean, have agreed to work during periods of faculty recess (e.g., Christmas recess, Easter recess, breaks between terms, etc.) and/or to work a sixth or seventh day in any given week shall be allowed to take compensatory time off for such work on a one-for-one basis.

### **6.8.6 Summer Course Assignments and Load**

Course assignment procedures (§6.8.2) for teaching faculty who choose to teach summer courses will be the same as those for faculty during a regular semester.

Summer semester will consist of the following Terms:

Term I:	4 week term
Term II:	8 week term
Term II Late Start:	4 week term

Maximum load during a summer term will be as follows:

Term I:	6 CHs
Term II:	9 CHs
Term II Late Start:	6 CHs
Term II & Term II Late Start:	9 CHs

If summer terms overlap, the maximum load at any time is 12 CHs. These limits may be exceeded only with approval as in Section 6.4.

Faculty members should be available to students outside of class by appointment at mutually acceptable times

## **6.9 Administrative Reassignment**

The Board may administratively reassign a faculty member for a reasonable period of time for justifiable educational reasons. The faculty member shall continue to receive pay and benefits outlined by the collective bargaining agreement during this reassignment. Administrative reassignment will be exercised to protect the rights of the faculty member, students, and other College employees.

## **6.10 Fitness for Duty**

In instances where the faculty member exhibits indications of diminished capacity in one or more areas of professional responsibility, as evidenced by personal and/or professional behavior in the workplace, the respective immediate Academic Administrator will intervene and arrange to meet with the faculty member. The immediate Academic Administrator will inform the faculty member of the reason for the meeting and the faculty member's right to an Association Representative. At the meeting, the immediate Academic Administrator will review the circumstances which prompted the need for administrative intervention, review and clarify administrative expectations, and provide the faculty member with an opportunity to respond and offer additional information. If the immediate Academic Administrator recommends an intervention/ remediation plan, the faculty member involvement in the plan shall be voluntary.

Based upon discussion during the meeting, the immediate Academic Administrator, the faculty member, and his/her Association representative (if requested by the faculty member) will develop a written intervention and/or remediation plan. The primary goals of the intervention will be to ensure the continued, on-going delivery of high quality instructional service to the students and to assist the faculty member to the fullest extent possible. A copy of the intervention/remediation plan will be placed in the faculty member's personnel file. The intervention/remediation plan may include

procedures for monitoring the faculty member's conduct and teaching performance for a specific period, temporary modification and/or reassignment of teaching duties, and/or referral to a mutually agreed upon by the College Provost; the Association President, and/or the IFT representative, Board Certified physician. The College shall pay the cost of any such examination. In the absence of mutual agreement of a physician, both the faculty member and the College will be responsible for securing an independent professional evaluation from a qualified physician.

Any reports or assessments prepared by the physician(s) will be provided concurrently to the College and the faculty member. The reports and/or assessments shall be maintained in a separate, confidential, medical assessment file and not included in the faculty member's personnel file. The College will comply with the physician's recommendations and promptly reinstate the faculty member with any identified reasonable accommodations. The College reserves the right to make a final decision on the fitness of the faculty member.

If the faculty member declines to participate in the intervention/remediation plan, the College reserves the right to address the conduct and diminished capacity issues through the faculty evaluation process or initiate appropriate disciplinary action. Failure to complete an intervention/remediation program could result in appropriate disciplinary action.

### **6.11 Outside Employment**

Employment at Rock Valley College is considered to be the primary occupation of the faculty member. Faculty members may engage in outside employment activities, providing such activities do not interfere, compete, or conflict with the performance of their academic duties including those associated with College service, professional growth, and community service.

### **6.12 Seniority**

Seniority means the number of years, including fractions thereof, of full-time employment at the College as a faculty member or teaching specialist starting from the date of hire. Date of hire shall be defined as the date of Board approval of the hiring. Order of seniority of two or more faculty members with the same date of hire shall be determined by the date of signing the initial employment contract for a full-time faculty position. If two or more faculty members are still tied, a lottery shall be held by the Administration and witnessed by the Association officers. The first person selected shall be the most senior.

Full-time faculty members who are recognized to teach in disciplines other than that for which they were originally hired shall have their seniority in those disciplines determined by the number of years, including fractions thereof, of full-time employment at the College since the date of recognition.

Faculty members who become administrators will not increase their seniority while they hold administrative positions. Return to a faculty position shall only be allowed if a vacancy exists in the individual's recognized discipline. If administrators return to a faculty position at a later date, they will retain all previously earned seniority.

Termination of employment of a faculty member will cause loss of all seniority.

### **6.13 Seniority List**

The seniority list shall be submitted by the Human Resources Department to the Association President no later than the end of the fall semester of each year. This list shall include the faculty member's or teaching specialist's name, date of hire, date signed initial employment contract, any lottery used as a tie breaker denoted with an \*, initial discipline, recognized discipline(s) and date of recognition as well as other courses they are recognized to teach. The names on the list shall appear by discipline in order of seniority. A faculty member's name may appear in multiple disciplines.

### **6.14 Reduction in Force**

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. The employment of tenured faculty members may not be terminated under the provisions of this Section while any probationary faculty member, or any other faculty member with less seniority, is retained to render a service which the tenured faculty member is competent to render (teaching discipline or service; and librarian).

In the event a tenured faculty member is not given notice within the time herein provided, the faculty member 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 RIF'd faculty member shall have the preferred right to reappointment to a position entailing service the faculty member is competent to render prior to the appointment of any new faculty member; provided that no non-tenured faculty member or other faculty member with less seniority shall be employed to render a service which a tenured faculty member is competent to render.

Employment of a full-time faculty member may be terminated only under the provisions that such reductions shall be made in the following sequence:

1. Part-time faculty teaching within the full-time faculty member's original discipline or within any other recognized discipline that the faculty member is competent to render or part-time faculty teaching any courses on the list of individual courses that the faculty member has been acknowledged competent to teach.
2. Overloads in the full-time faculty member's original discipline or within any other recognized discipline that the faculty member is competent to teach or overloads taught by full-time faculty members teaching any courses on the list of individual courses which the faculty member has been acknowledged competent to teach.
3. Full-time faculty from another discipline teaching within the full-time faculty member's original discipline.
4. Full-time, non-tenured faculty within the full-time faculty member's original discipline.
5. Full-time, tenured faculty with less seniority in the full-time faculty member's original discipline.

Part-time instructors, full-time faculty from other recognized disciplines, and overloads may be used in a recognized discipline in which a member has been terminated providing such assignments within the recognized discipline are less than a full-time position (i.e., 14 contact hours/semester).

Although tenured faculty members have the right to "bump" less senior tenured faculty members or non-tenured faculty members in disciplines in which they are recognized, a tenured faculty member otherwise subject to layoff cannot require the Board to combine portions of several (3 or more) existing faculty positions in order to create a full-time position the tenured faculty member is qualified to fill. Nor can the tenured faculty member require the Board to transfer or reassign faculty members to other positions they are qualified to teach to create a full-time vacancy for the tenured faculty member otherwise subject to RIF. The Board is entitled to reassign tenured faculty members otherwise subject to RIF to any position they are qualified to teach and shall not allow the faculty member to determine the position in which they seek to exercise their seniority "bumping rights".

In the event of a reduction in force, and the faculty member is recalled, seniority, all accrued sick leave and personal leave time and salary, including any annual increases, will be reinstated.

## **6.15 Academic Chairs**

The purpose of Academic Chairs is to give responsibility for a program area to the people with the greatest stake in the area. Autonomy is a key factor in ensuring faculty satisfaction with department management. Academic chairs shall report to their immediate Academic Administrator and shall receive contact hour equivalents (CHE's) as described in Section 7.5.1. The process for determining the grouping of disciplines into related departments and the procedure for assigning academic chairs to those departments will be a joint decision-making responsibility of administrators and faculty in

Contract Review Committee (CRC). The list of departments with academic chairs will be published each year and updated and renewed every two years.

#### **6.15.1 Responsibilities and Duties of Academic Chairs**

The responsibilities and duties of Academic Chairs are as follows:

- Coordinates program review
- Reviews and recommends class schedules and teaching assignments in consultation with faculty and within the procedures established by the discipline.
- Coordinates outcomes assessment by collecting appropriate data/documents and providing these to the Dean who compiles the report.
- Serves as a resource person for faculty and their Dean.
- Collects data and submits the ICCB Program Review report to the Dean.
- Convenes and conducts department meetings as outlined in the contract, follows through with action items and provides the Dean with the minutes of the meeting.
- Chairs appropriate advisory committee activities including planning the agenda, submitting minutes to the Dean, and following through on action items.
- Attends regular meetings with the Dean to convey faculty priorities and concerns.
- Attends training sessions as appropriate.
- Acts as resource for faculty in development of new courses/programs and course syllabi.
- Acts as resource for their Dean regarding pre-requisites, general advising, and questions about classes.
- Provides input to their Dean regarding class section additions or deletions.
- Identifies faculty development needs in their department/discipline area.
- Provides input to the Dean regarding budget needs, changes and/or adjustments.
- Serves as a member of the interviewing/hiring committee for adjunct faculty.
- Mentors and evaluates adjunct faculty.
- Ensures that adjunct faculty are aware of department and College policies and procedures.
- Attends adjunct orientation sessions.
- Oversees adjunct faculty with respect to submission of reports and grades (e.g. 10-day rosters, textbook orders, etc.)
- Prepares reports for program accreditation/review as needed
- Advises and recruits students where appropriate.
- Oversees admissions in restricted programs.
- Oversees specialized facility/lab management.
- Administers clinical/training sites that have regulatory requirements.
- Collaborates with Dean on below the line budget preparation and management
- Facilitates formation of tenure committees in department

#### **6.15.2 Appointment of Academic Chairs**

Academic Chairs shall be full-time tenured faculty members except in departments where there are no tenured faculty members. Academic Chairs shall be elected to a three-year term of office. There is no limit on the number of terms an Academic Chair may serve. Terms may be served consecutively. Those eligible to vote must be appointed full-time Faculty (tenured and probationary) whose responsibilities are 50% or more within the balloting academic department.

The Office of the Chief Academic Officer shall be responsible for tracking chair terms and distribute nominating forms when a chair term expires. Faculty members of the academic department may self-nominate or be nominated by another faculty member in the department with the nominee's permission and consultation with the Dean. Faculty members may choose to split the chair duties and run as co-chairs, except in cases where an outside accrediting body requires an individual program administrator (chair, coordinator, director, etc.). If two faculty members decide to run as co-chairs, they must develop a plan outlining how the chair duties, CHEs, and any additional stipends will be split between the members. During the nomination process, the plan must be approved by the

Dean and then approved by the Contract Review Committee.

Immediately following the close of nominations, a secret ballot will be distributed by the Office of the Chief Academic Officer to each faculty member, including any members on sabbatical leave. Faculty members will vote for only one candidate in their assigned department. The Vice President's Office will indicate a date that all ballots must be received to be counted.

The ballots will be counted by the Chief Academic Officer and the Faculty Council President. In the event that the Faculty Council President is running for Academic Chair, he/she will appoint a designee. Election results will be kept strictly confidential.

The faculty member receiving the most votes shall become the Academic Chair for the three-year term. In case of an election tie, the chair shall be determined by a coin toss.

Contested procedures will be reviewed by a committee composed of the Chief Academic Officer, the Faculty Council President, and the appropriate Dean. The Chief Academic Officer will have the final authority in settling any contested procedure or outcome.

An Academic Chairperson's term of office may be terminated at any time for just cause by the Chief Academic Officer or by a petition bearing the signatures of a two-thirds majority of the full-time faculty members of the department. This decision is not grievable.

If for any reason there is an Academic Chair vacancy during a term, the Dean will appoint a replacement until the start of the next semester. If the vacancy is permanent (e.g., resignation, retirement, removal), then an election will be held. The elected Academic Chair will hold the position for the balance of the year in which he/she is elected, and for two additional years.

If no individual tenured faculty member is interested in serving as the Academic Chair, duties and CHEs may be split between two tenured faculty members. In departments where no tenured faculty are interested in being academic chairs either individually or by splitting CHEs, then a non-tenured faculty member could be elected chair. If there is still no interested faculty (tenured or non-tenured) then the Dean will assume the chair responsibilities until such time as a faculty member is elected.

## **6.16 Distance Learning**

### **6.16.1 Definitions of Distance Learning**

Distance Learning courses are those which use alternative instructional delivery systems rather than a traditional classroom setting. Distance learning encompasses, but is not limited to, the following alternative delivery systems:

**Web-Enhanced (Hybrid) Course** shall refer to courses that utilize the Internet as a significant supplemental resource and interactive tool in the context of a traditional classroom.

**On-line Instruction Course** shall refer to courses that utilize the Internet as the primary source of access to the course content and communication for the student and faculty member.

**Interactive Broadcast Course** shall refer to the use of interactive television for educational programming delivered to other geographic locations that provides for immediate interaction between faculty and student.

**Tele-Course Instruction** shall refer to the use of commercially available/produced video-based courseware and other instructional materials as the primary source of instruction.

### **6.16.2 General Distance Learning Agreements**

The parties agree that the following principles shall be observed until it is mutually agreed to modify any or all of the principles ratified by the Board and the Association.

Course sections taught via the online and telecourse delivery methods may be used by a faculty member for up to 3 courses per semester. Faculty may teach additional online courses for overload.

For faculty load, distance learning courses will be scheduled in a manner identical to that used for the discipline.

There will be no reduction in the number of fulltime faculty teaching positions as a result of distance learning classes being added to the class schedules.

The teaching responsibilities of the faculty as they relate to assignments, syllabi, papers and tests shall be no different than those of the corresponding traditional course sections. Of the 250 minutes required for office hours, 100 minutes may be conducted online at the discretion of the faculty member. Faculty members must be willing to meet with any enrolled student face-to-face during regular hours regardless of the course delivery method. Grades will be issued utilizing the normal College system and will be submitted to the Registrar's Office following the usual procedures. Grading of assignments and tests shall be done by the assigned faculty in the normal manner.

The College shall arrange for and pay the costs of any special training required for faculty who teach distance learning course sections.

Faculty assignments to teach distance-learning courses shall be voluntary.

Faculty members wishing to teach distance-learning courses for the first time should be able to demonstrate proficiency in distance learning pedagogy through credit course completion, professional development training, and/or equivalent work experience(s). Faculty with no experience, training, or education who wish to begin teaching distance learning course sections must complete professional development training focusing on distance learning. The College shall arrange for and pay the costs of any such training.

The capacity for a course will be set at the standard class size (See Section 6.6), not to exceed a maximum of 30 students.

The College will not cancel a new distance learning course the first semester offered unless the course enrollment does not meet a minimum of twelve (12) students. In this case, the course will be rescheduled for the following semester. Thereafter, cancellation will be based on the same minimum enrollment as regular sections of the same course. Exceptions can be made for courses with smaller standard class sizes.

Faculty members teaching a distance learning course shall be evaluated in accordance with the same procedures as in Section 5.9 through an appropriate online evaluation process.

The multiplier for on-line CHE conversion shall be as follows:

Semester Teaching Course	Credit Hours	CHE	
Academic Year 2015-2016	1	1.33	
Academic Year 2016-2017	1	1.25	
Academic Year 2017-2018	1	1.25	
Academic Year 2018-2019	1	1.20	
Academic Year 2019-2020	1	1.20	

Faculty will be paid a stipend of \$500 for the first time teaching of on-line course.

## **6.17 Process for Hiring New Faculty Members**

Because collegiality is important, not only to working conditions but to academic integrity within disciplines, full-time tenured faculty members shall have a role in selecting new faculty in their disciplines.

The College shall form a formal search committee for each potential bargaining unit vacancy or new position. The committee shall include a minimum of three (3) tenured faculty from the discipline in which the position exists. If there are insufficient volunteers from this discipline, faculty members may be solicited from an associated discipline. The search committee and Dean shall be responsible for recommending a minimum of two (2) candidates to the appropriate Dean.

#### **6.18 Travel Expenses for Approved Conference Participation**

The Board shall follow the most recent College Travel Policy for reimbursement of any travel expenses associated with a faculty member's approved participation in a conference.

#### **6.19 Mentoring**

New Full-time faculty shall be offered a faculty mentor. Mentors shall not be on the new full-time faculty member's tenure committee. The Academic Chair shall recommend mentors to the Division Dean. Every effort shall be made to rotate mentoring duties. New faculty may decline to have a mentor. The new faculty member may be mentored for up to three years. The mentor shall be paid \$200/semester for the first year, \$100/semester for the second year, and \$75/semester for the third year for each faculty member mentored.

#### **6.20 Instructional Delivery Methods**

Delivery methods and locations for each section of all courses will be determined by the immediate academic administrator as the schedule is created and prior to distribution to full-time faculty for determining each faculty member's schedule. The pre-determined and published delivery method (face-to-face, online, hybrid, or other immediate academic administrator approved method) must be used by the faculty member teaching the course.

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## Article VII COMPENSATION

### 7.1 Salary

#### 7.1.1 Contractual Salary

A faculty member's salary shall be increased annually in accordance with the below schedule and in Appendix H See Appendix I for the minimum and maximum for each salary lane.

To calculate a faculty member's salary for the next academic year, the flat dollar amount is added to the applicable base salary on the date outlined below also see Appendix H.

<b>FY 16</b>	\$1,000 Increase (1-1-16)
<b>FY 17</b>	\$1,000 Increase (7-1-16)
<b>FY 18</b>	\$1,500 Increase – Off Schedule Stipend \$350 (7-1-17)
<b>FY 19</b>	\$2,000 Increase – Off Schedule Stipend \$150 (7-1-18)
<b>FY 20</b>	\$2,600 Increase (7-1-19)

#### 7.1.2 Salary Lane Advancement

A faculty member, on recommendation of the College President, will be advanced one lane, effective in the first semester after the faculty member has submitted to the College satisfactory evidence of the faculty member's qualifications for a higher salary lane (refer to Section 7.4). The salaries of faculty members who qualify for advancement as the result of course work completed are adjusted at the beginning of the semester following the semester in which the course work is completed, provided official transcripts have been submitted to the College prior to lane advancement. The lane advancement will be considered independently from any annual increases.

A faculty member who advances a salary lane due to additional education shall receive a salary increase of 3.0% of the current academic year's contractual salary in addition to any other scheduled increases.

#### 7.1.3 Adjustment of Faculty Salaries

The beginning of the College fiscal year, July 1, has been established as the date of annual adjustment of salaries for all faculty members.

#### 7.1.4 Pay for Overload and Summer CH/CHE

The standard academic year instructional workload for a faculty member is 30 hours per academic year. If a faculty member's load reaches 31 CH/CHE in an academic year, the faculty member will be paid at the existing overload rate for each hour or fraction thereof beyond 30. Pay for summer and overload assignments taught by full-time faculty shall be on a CH/CHE basis at the summer and overload schedule rates in accordance with Appendices J and K. Pay for overloads shall be based on the faculty member's lane/step placement on the current fiscal year (July 1 through June 30) salary schedule. Pay for summer courses beginning before July 1<sup>st</sup> shall be based on the faculty member's lane/step placement on the upcoming fiscal year's summer salary schedule.

*Summer Class:* If a class midterm falls during the summer or period, it will be determined to be part of that period's workload for pay purposes.

*Payment for Summer Classes:* Payment for the first nine (9) contact hours shall be in accordance with the faculty member's lane/step placement on the existing Summer Pay Schedule. (Appendix J)

Payment for any contact hours in excess of nine (9) shall be in accordance with the faculty member's lane/step placement on the existing Overload Pay Schedule (Appendix K).

#### 7.1.5 Pay for Team-Taught Classes

The number of paid contact hours for a team-taught class must, at minimum, total the number of paid contact hours usually paid for that class. Any additional paid contact hours must be approved by the appropriate Dean.

### **7.1.6 Pay While on Sabbatical**

A faculty member on sabbatical leave shall be allowed fifty percent (50%) of the faculty member's regular salary for a sabbatical leave of one academic year, or one-hundred percent (100%) of the member's regular salary for a sabbatical leave of one semester (refer to Section 8.5.7). A faculty member cannot teach overload while on sabbatical.

### **7.1.7 Pay for Dual-Credit Courses**

Faculty who teach Dual-Credit courses at local high schools will receive their regular pay, as well as a mentoring fee, if applicable.

## **7.2 Rate of Pay Computation**

### **7.2.1 Computation of Salary Deductions**

Daily and weekly rates of pay are to be used only to compute salary deductions.

Daily Rate of Pay: (9-month employment contract salary) divided by 170  
(10-month employment contract salary) divided by 190

Hourly Rate of Pay: 9-month employment contract (daily rate) divided by  
(number of contact hours assigned for day)  
10-month employment contract (daily rate) divided by 8

Faculty Conference Days: Each of the three (3) days will be considered an 8-hour day.  
Deductions for partial days will be prorated.

### **7.2.2 Payment of Salaries to Full-time Faculty Teaching Overloads**

The payment of overloads shall be in accordance with the following:

1. If, after the last day of registration for the spring term, it has been determined that a faculty member has an instructional workload of more than 30 CH/CHE for the academic year, the faculty member shall be paid for all hours of overload worked during the fall semester on the second scheduled payday after the first day of classes in the spring semester.
2. Salaries for hours of overload taught during the spring semester shall be paid in two equal installments. The first payment shall be made on the first scheduled payday after midterm. The second payment shall be made at the time the full-time faculty member receives the member's final check in May.

## **7.3 Other Compensation**

### **7.3.1 Substitute's Pay**

A faculty member will be paid thirty (\$30) dollars for each 50-minute class hour when substituting for colleague's absence due to an approved leave. After 3 consecutive days missed of the same class, substitutes' pay will be determined by the overload rate on a per class basis (overload rate multiplied by CHE divided by total hours class meets). If, at the end of the academic semester, an absence of 3 days or less results in a substitute having to submit final grades, then an additional stipend of \$150.00 will be paid.

The rate shall be prorated for classes meeting longer or shorter intervals than 50 minutes. In those cases where the same substitute faculty member assumes responsibility for the same class for a period of greater than two weeks (e.g., seven consecutive class meetings for classes scheduled to meet three times/week), the substitute shall be paid in accordance with the overload rate, retroactive to the first day of substitution, providing overload applies and the overload rate is greater than the substitute pay rate.

**7.3.2 Pay for Teaching Independent Study and Internship Classes**

The pay for faculty teaching independent study and/or XX classes and internships (originally scheduled on a pay per student/hour basis) shall be the same as the College’s tuition rate (i.e., for each credit hour/student).

Faculty will be paid per credit hour per student unless the total exceeds their overload pay. If the total exceeds their overload pay, the rate of pay for teaching independent study and/or XX scheduled classes shall be the overload rate in accordance with Section 7.1.4. Such classes will be considered as a special assignment and will not be used to determine the faculty member’s load.

The pay for faculty teaching IDS 299 shall be the same as the College’s per credit hour tuition rate plus \$10.

Compensation for partial student work in independent study, IDS 299, internships, and XX classes shall be prorated as follows:

Withdrawal prior to 10-day report . . . . .	No compensation
Withdrawal between the 10-day report and mid-term . . . . .	50% compensation
Withdrawal between midterm and the last day for student withdrawals . . . . .	75% compensation

**7.3.3 Entry Level Pay for New Faculty Hires**

Every effort will be made to recruit new faculty with qualifications appropriate to the program/curriculum for which they are being hired. New faculty members shall be placed at the lane appropriate to their degree and graduate hours beyond the master’s degree, if applicable (see Section 7.4) and any applicable work experience. New faculty members with no previous work experience shall be placed at the appropriate lane minimum.

Experience credit for salary placement of faculty members shall be subject to the following schedule:

- a. Previous College teaching experience.
- b. Military experience limited to four years except in the case of military credit which involves full-time teaching.
- c. Occupational experience directly related to the teaching field.

Credit for teaching, military experience, and occupational experience shall be equally rated.

Incoming faculty with experience credit shall be placed in the appropriate lanes according to the following schedule:

Lane	Salary Adjustment for Each Year of Experience Credit	Maximum Salary Adjustment for Experience Credit
I	\$1,000	\$6,000
II	\$1,000	\$6,500
III & IV	\$1,000	\$7,000
V & VI	\$1,000	\$7,500
VII	\$1,000	\$8,000

It is recognized that situations may arise in which it will be impossible to continue to offer certain programs due to the inability to recruit qualified faculty at normal faculty salaries as defined above. In

this situation, Human Resources will report in writing to the Association President on efforts to secure a qualified faculty member including the number of qualified applicants who applied for the vacancy, the number of applicants who were interviewed, the number of job offers extended and rejections received, a copy of the position advertisement, salary information from business, industry, or the academic world, as appropriate, and the salary amount that is necessary to secure needed faculty for the position.

## 7.4 Lane Advancement

Faculty will be eligible for a lane advancement on the faculty salary schedule by successfully completing 15 credit hours of pre-approved graduate courses and upon receipt of an official college transcript by Human Resources as follows:

1. Graduate courses in the faculty member's teaching area.
2. Graduate courses in education such as: Community College, Educational Psychology, Philosophy of Education, Administration of Higher Education, Guidance, Evaluation and Testing, Educational Statistics, Instructional Technology, or Adult Education.

Applications for coursework approval shall be submitted to the appropriate Vice President at least thirty (30) days prior to commencement of the graduate course. Evidence of coursework completion must be submitted to the Vice President as provided in Section 7.1.2.

Faculty members shall not be advanced to a lane for which the degree has not been earned. For example, a faculty member who has not been awarded a Master's degree shall not be advanced to the Master's lane or beyond until the degree is awarded and the coursework completed. A faculty member who has not been awarded a Doctoral degree shall not be advanced to the doctoral lane.

## 7.5 Contact Hour Equivalencies/CHE/Stipends

### 7.5.1 CHE for Academic Chairs

Each academic chair shall receive a base of three (3) CHEs per semester.

Additional CHE, or fractions thereof, are determined by the number of full-time faculty, and the number of adjunct faculty within a department. The following rubric shall be used to determine CHE above the base and shall be adjusted on a semester by semester basis.

#### Full-time Faculty

Number of Full-time Faculty	Additional CHE/semester
10-15	0.5
16-20	1.0

If the department has 10-15 full-time faculty the chair shall receive an additional 0.5 CHE/semester. If the department has 16-20 full-time faculty the chair shall receive an additional 0.5 CHE/semester for a total of an additional 1.0 CHE/semester.

#### Adjunct Faculty

Number of Adjuncts	Additional CHE/semester
4-7	0.5
8-15	1.0
16-23	1.5
24+	2.0

If the department has 4-7 adjunct faculty, the chair shall receive an additional 0.5 CHE/semester. If the department has 8-15 adjunct faculty, the chair shall receive an additional 1.0 CHE/semester. If the department has 16-23 adjunct faculty, the chair shall receive an additional 1.5 CHE/semester. If the department has 24 or more adjunct faculty, the chair shall receive an additional 2.0 CHE/semester.

### **Chair Duties Requiring an Additional Stipend:**

- Chairs appropriate advisory committee activities including planning the agenda, submitting minutes to Dean and following through on action items:
  - \$100/meeting (max of 2 meetings per year).
- Facilitates admissions in restricted programs (review applicants prior to committee meeting, finalize list of candidates, run committee meetings):
  - \$375 per admission cycle.
- Oversee student clinical requirements (for example, monitoring student immunizations, CPR, TB, health exam, and health and malpractice insurance):
  - \$200 per semester for ADN
  - \$100 per semester for Dental Hygiene, LPN and Respiratory Care
  - \$250 per semester for NAD
- Professional Accreditation including writing of self-study, coordination of site visit, and any follow-up reports:
  - \$1,125 in the year the self-study is written.
- Student credentialing for graduation/certification requirements:
  - \$100 per graduating class.
- Five year ICCB Program Review
  - \$750 in the year the report is written.
- Specialized facilities/lab management: supervise maintenance and calibration of equipment, ordering of supplies and inventory, acceptable use policies:
  - Discipline with lab tech/secretary: \$375 per semester.
  - Discipline without lab tech/secretary: \$750 per semester.
  - This stipend can be awarded to a full-time faculty in the department other than the Chair if approved by the Chair.
- Bi-Annual FAA visit
  - \$300 per visit

Assignment of CHEs and stipends will be identified by the Dean and submitted on the Academic Chair's load sheet. The Academic Chair shall be notified of the number of CHE's awarded by the second week of the semester.

Academic Chairs with duties other than those defined above may receive additional compensation in accordance with Section 7.5.3.

#### **7.5.2 CHE for Other Assignments**

Please reference Appendix P for information about courses with additional CHE compensation. The Appendix is updated annually.

CHEs and/or stipends shall be granted for certain non-teaching assignments.

Administration shall post all position descriptions and their computed CHEs. These positions shall be open to all full-time faculty members. The Association President shall be notified of any new position and the designated CHEs for the position.

Interested faculty members shall submit their application/proposals for approval to the immediate

Academic Administrator for requested CHEs/stipends by the end of the 2<sup>nd</sup> week of the term in which service is to be rendered. Exceptions to this deadline may be granted for specific projects or duties by the Immediate Academic Administrator.

Proposals for CHEs and/or stipends may be initiated by a faculty member, student activity, or administration and must include a definition of the project, anticipated outcomes, anticipated hours required, estimated completion date, and other costs associated with the project. The faculty member shall be selected by the individual, group or club requesting the project/assigned duties unless the position was initiated by an individual faculty member. In that event, the faculty member who submitted the proposal shall be selected.

Upon completion of the project/assigned duties, the faculty member shall submit a report of the completed project/assigned duties by the first day of the following term in order to receive compensation. Extensions must be approved by the Immediate Academic Administrator.

\*CHEs shall be awarded to faculty for semester or year long academic activities or assignments that may or may not have a predictable number of hours and/or an established budget.

Examples of academic assignments and/or activities may include, but are not limited to:

- duties requiring attendance at regular meetings,
- recruiting students,
- community service projects, and/or travel to conventions,
- participation in a grant project,
- coordination of labs,
- coordinator positions,
- development of curriculum or facilities,
- curriculum program development,
- faculty development projects, and/or
- technology work and training.

A minimum of 1.0 CHE shall be awarded for 32 hours of work/semester and shall increase in increments of 0.5 CHE for each additional 16 hours. Assignments of less than 32 hours shall receive no CHE.

### **7.5.3 Compensation for other Duties**

Stipends shall be granted for certain non-teaching assignments, and shall be awarded for a short-term, clearly defined activity paid at a flat rate and available to be completed by various individuals. These assignments may include, but are not limited to:

- advisorships to student groups such as Model UN, PTK, Forensic Team Advisor, *The Valley Forge*, and *Voices*, the literary magazine,
- student activities,
- academic competitions,
- intercollegiate athletics,
- community projects,
- Focus Interest Groups/learning communities,
- laboratory facility development
- Employee Wellness programs,
- mentorship of new faculty members,
- First Tuesday lectures.

Stipends will be calculated at an hourly rate equal to \$30 per hour with a minimum assignment of 32 hours, and shall increase in increments of 32 hours (e.g. 32 hours = \$960; 64 hours = \$1920; 96 hours = \$2880).

Upon completion of the project/assigned duties, the faculty member shall submit a report of the completed project/assigned duties by the first day of the following term in order to receive compensation. Extensions must be approved by the Immediate Academic Administrator.

CHEs/stipends shall be bargained with the Association and presented to the Contract Review Committee affirmation.

## **7.6 Retirement Benefits**

### **7.6.1 Life Insurance**

Life insurance will be made available from the College's insurance carrier to retirees at group rates.

### **7.6.2 Tuition Waiver**

Retired faculty and their spouses will have tuition waived for Community Education and credit courses. They must register in the last five days prior to the start of the classes and pay for fees and supplies associated with the class.

For full-time students who are children of retired faculty, these benefits shall be effective through age 22 or until marriage, whichever occurs first.

## **7.7 SURS cap on end of career earnings**

The College shall not increase a faculty member's earnings (defined as any earnings used to calculate the Final Rate of Earning or FRE) for any year of the faculty member's annual earnings for purposes of SURS retirement annuity calculation above six percent (6%). The purpose of this provision is to ensure that the College shall not incur any financial penalty or any additional SURS contribution under the Illinois Pension Code and/or SURS rules and regulations. Notwithstanding any contrary or other provision of this contract, including but not limited to any salary schedules, in the event a faculty member's SURS earnings would increase by more than 6% in any given year of this contract, that faculty member shall only receive the maximum increase allowed under this provision. This provision shall only apply to teachers who are within 4 years of SURS retirement eligibility, regardless of whether the faculty member intends to retire or submit a notice of retirement.

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## **ARTICLE VIII BENEFITS**

### **8.1 Insurance**

#### **8.1.1 Medical, Dental, and Vision Insurance**

The Board shall provide employee, employee plus spouse, employee plus child(ren), and family coverage of prescription drugs, medical, vision care, and dental benefits as defined by the Rock Valley College Benefit Plan (RVCBP), as amended through July 1, 2020 and additional changes as shown in Appendix L. Effective beginning January 1, 2016 and thereafter spouses or domestic partners of employees may not take insurance through the College's plan if they may obtain (or are offered) health insurance through the spouse's or domestic partner's employer. Employees whose spouse or domestic partner seeks coverage under the College plan must complete an affidavit attesting under oath that they do not have and have not been offered or cannot obtain health insurance under their employer plan said affidavit is set forth in Appendix L.

Faculty members have the right to refuse participation in the RVCBP and/or the dental benefits as provided by RVCBP. Refusal must be in writing.

New faculty members will be eligible for participation in the RVCBP on the 1<sup>st</sup> day of the month after the hire date of full-time employment. Eligibility requirements and an explanation of benefits are contained in the booklet titled "The Rock Valley College Benefits Plan" as modified in accordance with Appendix L.

Cost associated with the RVCBP is determined by the College's Health Insurance Consultant.

The Association shall have membership on the Insurance Committee as set forth in section 8.1.9 and on any committee assigned to review the qualifications and background and select a new third party administrator and/or an insurance company or plan in lieu of a third party administrator. The College agrees that it will provide information and educational training to the Association annually before each open enrollment time period.

#### **8.1.2 Medical Examination Policy and Report Form**

At the time of hiring, the faculty member shall be required to have a medical examination according to policy. The Board shall reimburse for the cost of the initial medical examination according to policy.

#### **8.1.3 Professional Liability Insurance**

Faculty members are covered for professional duties under the College's professional liability insurance.

#### **8.1.4 Term Life Insurance and Accidental Death and Dismemberment**

At a minimum, the Board shall provide term life, accidental death and dismemberment insurance in the amount of two times each faculty member's annual salary rounded to the next highest \$1,000, up to a maximum of \$100,000 for each faculty member. There is a 90-day waiting period from the date of employment before the insurance becomes effective. Specific details of this coverage are explained in the booklet provided by Sun Life Insurance specifically for RVC (dated June 1, 1993).

#### **8.1.5 Tax-Qualified Child Care Program**

The College will provide faculty with a process by which funds, up to the maximum allowable by law, may be set aside on a pre-tax basis for the payment of child care.

#### **8.1.6 Tax-Qualified Medical Expenses**

The College will provide faculty with a process by which funds, up to the maximum allowable by law, may be set aside on a pre-tax basis for the payment of medical expenses not covered by insurance.

#### **8.1.7 Employee Assistance Program**

The College will provide for faculty and their family members a voluntary Employee Assistance



Program (EAP). The EAP will be provided at no charge to faculty or their family members; any referrals outside the EAP will be the responsibility of the faculty member or family member. All information divulged to the EAP professional staff is protected under applicable Federal and State confidentiality laws.

#### **8.1.8 COBRA Dependent Coverage**

Eligible dependents not over age 26 will be covered under the insurance plan.

#### **8.1.9 Health Insurance Committee**

The College and the Association shall create and maintain an advisory committee with the charge of monitoring, evaluating, and, if appropriate, recommending changes with respect to the College's health insurance programs. The Committee will be composed of an equal number of members from the Board/Administration and Faculty Association and other employee groups. The committee will meet periodically, but no less frequently than on a quarterly basis. The Board of Trustees retains the right to make any final decisions on recommendations promulgated by the committee. The Committee shall report to the Board annually in open session. A faculty member and Board/Administration member shall co-chair the committee.

### **8.2 Professional Development**

Each faculty member shall have a professional development allowance funded by the Board in a minimum amount of \$500.00 to be used for professional development activities and/or materials related to the faculty member's academic discipline, such as registration, materials and attendance at conferences and workshops, travel, membership in professional organizations, books, subscriptions and publications, technology (e.g. e-readers, tablets, etc.) and/or for other professional development as approved by the immediate Academic Administrator.

The allocation rate may be increased equally for each bargaining unit member without negotiation. A faculty member may share any portion of his/her professional development fund with any other faculty member.

In addition to the professional development allowance for each faculty member, a professional allowance of \$200 per faculty member will be placed in a Professional Development Pool from which faculty members may request additional funding for professional development activities and/or materials.

The Professional Development Pool will be administered by the Professional Development Committee. All faculty members have an equal opportunity to apply for professional development reimbursement from the Professional Development Pool up through May 15th. After that date, any remaining funds will be distributed at the discretion of the Provost or designee. Any professional development allowance funds left unspent at the end of each fiscal year shall not be carried over to the next fiscal year.

The Professional Development Committee shall meet as needed throughout the fall and spring semester.

### **8.3 Approved Conference Participation and Related Professional Activities**

Faculty members who wish to present at professional conferences or related activities must have pre-approval from the Provost. Faculty members approved for such may use their annual professional development allowance to pay for associated expenses. This provision does not apply to conference participation or other related activity which is part of the faculty member's official College duties.

### **8.4 Faculty Parking**

Faculty will have access to park in gate-controlled areas.

## **8.5 Leaves of Absence**

### **8.5.1 Family and Medical Leave**

Eligible faculty shall be permitted to utilize FMLA leave for up to twelve (12) weeks per year (July 1 to June 30) in accordance with the College policy attached as Appendix N.

### **8.5.2 Leaves of Absence Without Pay: Non-FMLA Qualified Reasons**

Leaves of absence without pay may be granted to full time faculty for such reasons as professional development, exchange teaching, military service, extended hospitalization and/or serious health problems. Professional development leave may include study, travel, research, creative activity or other useful service.

#### **8.5.2.1 Procedural Requirements**

Faculty members may be granted unpaid leave for non-FMLA qualified reasons, if recommended by the division Dean. Leave without pay for more than one month must be approved by the College President, and leave for more than three months must be approved by the Board of Trustees.

#### **8.5.2.2 Reinstatement Upon Completion of the Leave**

After the leave, a full-time faculty member shall be restored to the position held before the leave began or to an equivalent position, with equivalent benefits, pay, terms, and conditions unless the faculty member agrees to take another position. Leave for exchange teaching shall count as an equivalent amount of teaching experience for increment eligibility purposes.

#### **8.5.2.3 Faculty Member Notice Requirements**

Requests for this leave shall normally be filed with the Dean no later than June 1 for leave during the fall semester or for the academic year and no later than November 1 for leave during the spring term.

#### **8.5.2.4 Time Off Under this Provision**

Leaves may be granted for up to one year. A maximum extension of one additional year may be granted. Failure to report to work on the date specified to the faculty member shall result in immediate termination of employment if the College has sent the faculty member a certified letter notifying them of the return date.

### **8.5.3 Sick Leave and Personal Leave**

All full-time faculty shall be granted 15 days (120 hours) of leave at full pay each contract year. Full-time faculty who work less than a contract year shall have the number of days of leave prorated. Faculty members will notify their Dean in advance of taking sick and personal leave through personal contact, email or phone call to their Dean. The Leave Request/Absence Report form shall be completed prior to taking personal leave, if possible, and upon return from sick leave. If leave is for an emergency situation, notification should be made in a reasonable time period. Failure to provide notification as set forth above shall result in denial of paid leave.

If an absence affects a family member's office hours, the faculty member shall have the option of rescheduling the affected office hours instead of using leave. If the member chooses to reschedule, he/she shall notify the Dean as above, specifying which office hours will be missed and when they will be made up. The make-up time shall be within one student attendance week of the member returning from leave.

The faculty member shall inform students about the absence and make-up schedule in as timely a manner as practical. Notification via in-class announcements, communications via the college Learning Management System, and/or signs on or by the office door shall be used.

Sick and personal leave will be assessed in a minimum of one (1) hour block. If sick or personal leave extends more than one week, full days will be deducted regardless of assigned classes or office hours.

#### **8.5.3.1 Sick Leave Definition and Procedures**

Sick leave may be used for personal illness or injury, serious health condition or death in the immediate family or dependent, quarantined at home. Immediate family is defined as spouse, children, and parents.

Faculty members missing five consecutive days, or three consecutive class sessions of the same class, due to sick leave must provide certification of the illness from the health care provider of the person with the condition.

A release for the faculty member must state that the faculty member is, in the judgment of the health care provider, capable of returning to work as of a specified date. The faculty member will not be allowed to return to work prior to the specified date, and the faculty member must return to work on the specified date unless unforeseen circumstances require an extension of the absence. Any extension of absence must be approved by the appropriate Dean and the Vice President of Human Resources.

The Board reserves the right to require a health examination to determine the faculty member's fitness to return to work from a medical leave, with such costs being paid by the College.

#### **8.5.3.2 Pregnancy and Childbirth**

Disability as a result of pregnancy shall be treated as any other serious health condition. A faculty member who is pregnant must provide Human Resources a letter from their health care provider verifying that the faculty member can continue working until the date the health care provider anticipates as the first day of disability and the date the health care provider anticipates the faculty member should be able to return to work (i.e., the date the faculty member would no longer be considered to be disabled). The faculty member is eligible for sick leave pay during the period of time that the health care provider certifies that she is disabled, providing unused sick leave is available.

The faculty member is expected to return to work at the time that the health care provider certifies that the faculty member is no longer disabled. A leave of absence without pay may be requested in accordance with Section 8.5.2.

If the faculty member fails to report to work on the date agreed upon, the faculty member may be terminated if the faculty member receives a certified letter from the College that the leave is scheduled to expire.

#### **8.5.3.3 Personal Leave**

Three (3) of the fifteen (15) days may be used by the faculty member for personal leave. A faculty member may use available personal leave without stating the reason for the leave. As much advance notice as possible shall be provided the immediate Academic Administrator (see 8.5.3). No more than three consecutive days of personal leave may be used at one time without approval of the Provost via the immediate Academic Administrator.

#### **8.5.3.4 Accumulation of Leave**

Faculty members may accumulate up to nine (9) days of personal leave. Excess personal leave days shall be added to the accumulated sick days.

### **8.5.3.5 Summer Assignments**

Full-time faculty members who have accepted summer assignments may use accrued sick/personal leave benefits for the summer terms or the faculty member may choose unpaid leave for any absence. Each full day of absence shall be considered as one (8) eight hour block regardless of the assignment. Partial days shall be prorated in four (4) hour blocks.

### **8.5.3.6 First Two Years of Employment for Faculty**

Faculty members may use up to 30 days of sick/personal leave (the first two years of earned sick/personal leave) from the first day of employment through two full years of employment.

### **8.5.3.7 Intermittent Leave/Reduced Schedule for Use of Sick Leave**

A faculty member may be granted this leave intermittently or as a reduced work schedule. Benefits would continue during this time of leave.

## **8.5.4 Disability**

### **8.5.4.1 Faculty With Less Than Two Years of SURS Service Credit**

For a faculty member with less than two years of SURS service credit at the College, the College reserves these rights:

1. If a faculty member is officially classified as disabled by the State University Retirement System (SURS), or ineligible for SURS disability benefits (less than two years of SURS service credit), but is disabled as certified by a licensed health provider, the faculty member's position may be staffed by full-time, temporary, and/or part-time faculty member(s).
2. The College is not obligated to extend employment after the disability, and the College may officially terminate employment after the faculty member has used available sick/personal leave.

### **8.5.4.2 Faculty With More Than Two Years of SURS Service Credit**

For a faculty member with more than two years of SURS service credit at the College, the College reserves these rights:

1. If a faculty member is officially classified as disabled by SURS, the faculty member's position may be staffed by full-time, temporary, and/or part-time faculty member(s). If the faculty member recovers from the disability within one year (less than 366 days) from the first day of disability as determined by SURS, the faculty member shall be reemployed in the same position or in a similar position as that held at the time the faculty member was granted leave for the disability. Faculty members shall be reemployed not later than the beginning of the first full semester following the last day of disability, even if the disability leave and following leave without pay exceeds 365 days.
2. If a faculty member recovers from the disability more than one year (more than 365 days) after the first day of disability as determined by SURS, the College is not obligated to extend employment after the disability, and the Board of Trustees may officially terminate employment after the faculty member has used available sick/personal leave.

### **8.5.4.3 Accrual of Benefits**

Benefits normally attributable to increased seniority and/or performance while employed, such as annual increments, and additional sick leave, shall not be awarded during the leave. If reemployment creates a surplus of personnel, as determined by the College President and approved by the Board of Trustees, layoff shall be accomplished according to the Reduction in Force procedures in Section 6.14.

### **8.5.5 Jury Duty/Subpoena**

Faculty members called or subpoenaed as jurors or witnesses shall notify their Dean as soon as possible after receiving notice from the court. Faculty members required to serve as jurors or appear as witnesses during a working day on which they otherwise would have been scheduled to work shall receive their normal salary during this period. This provision shall not apply if the faculty member initiates the litigation. Faculty members shall submit any witness fees or payment for services to the College.

### **8.5.6 Intermittent or Reduced Schedule**

Subject to applicable FMLA or ADA guidelines and eligibility requirements, a faculty member may request intermittent leave or a reduced work schedule when such leave is medically necessary for medical treatment of a serious health condition or for recovery from treatment of a serious health condition. A reduced work schedule may be approved for an academic semester or academic year, depending upon the circumstances of the faculty member's medical treatment or recovery from medical treatment. A faculty member's leave pursuant to an approved intermittent leave or reduced work schedule may be paid, unpaid or a combination of paid and unpaid leave, depending upon the faculty member's eligibility for paid sick leave or sick leave bank days.

### **8.5.7 Sabbatical Leave**

A sabbatical leave is an opportunity for the intellectual growth of a faculty member through study, travel, research, creative activity, or other useful service which, in the opinion of the faculty, the administration, and the Board of Trustees, constitutes a full-time commitment, will enhance the service of the faculty member and will benefit the College and the students.

#### **8.5.7.1 Types of Leaves**

There are four general areas for which a sabbatical leave may be granted: formal study, research or independent study, travel, and creative activity or useful service. Sabbatical leaves which require assistance of others (i.e., individuals and/or organizations) will be considered providing the sabbatical proposal includes written verification that the candidate has made necessary contacts and/or plans to gain this assistance.

Sabbaticals that relate to curriculum and/or course development for the College will be considered if the proposal includes letters of support from the candidate's Dean, as well as from administrators in other areas, if their cooperation would be needed to complete the sabbatical. Sabbaticals that may have an effect upon institutional direction and/or do not relate to the faculty member's duties and responsibilities shall also require appropriate letters of support.

**Leave for Formal Study** - A leave for formal study may be granted to pursue a full-time program of study beyond the faculty member's present level or graduate study in residence (excluding correspondence courses) in a regionally accredited institution of higher learning or a recognized foreign university. The program of study should relate to the present or prospective service of the faculty member.

**Leave for Research or Independent Study** - A research leave may be granted to pursue a full-time program of independent study involving research related to the faculty members present or prospective service.

**Leave for Travel** - A leave for travel may be granted to pursue a planned, full-time program having educational value.

**Creative Activity or Useful Service** - Sabbatical leaves may be granted for other full-time activities or services which will benefit the College.

### **8.5.7.2 Sabbatical Leave Eligibility and Compensation**

Faculty members are limited to one sabbatical within an eight year (8) period. Sabbatical leaves shall be granted for not less than one full semester or for more than one full academic year. Granting of sabbatical leaves shall be governed by such factors as seniority, relative merits of the reason for desiring leave, proportionate distribution of applicants by divisions, and whether or not a sabbatical leave has been previously granted.

A faculty member who applies for sabbatical leave must have rendered a minimum of six years of full-time service as a faculty member at the College preceding the first sabbatical leave and five academic years of full-time service between each sabbatical leave.

No more than two (2) full academic year sabbaticals or no more than four (4) half year (Fall and/or Spring semester) sabbaticals (or any combination thereof) shall be granted in any academic year.

A faculty member on sabbatical leave shall be allowed 50% of the faculty member's regular salary for a sabbatical leave of one academic year; or 100% of the faculty member's regular salary for a sabbatical leave of one semester; or 100% of the faculty member's regular salary for a sabbatical leave of one academic year which includes teaching a standard semester instructional workload over two semesters.

Service during a sabbatical leave shall count toward retirement (as per SURS policy), and the retirement contribution shall be deducted from the faculty member's salary in the usual manner. Insurance contribution by the Board and the faculty member on leave shall continue during the leave unless otherwise requested in writing by the faculty member. Other provisions and fringe benefits established in the employment contract shall be continued for the faculty member during the period of absence.

Any faculty member granted a leave who subsequently seeks to alter the leave in any way must obtain the approval of the Provost. Any faculty member who is granted a leave but who violates the conditions of the sabbatical leave shall refund a portion or all salary and fringe benefits paid by the College during the sabbatical, and shall be subject to disciplinary action, including dismissal.

### **8.5.7.3 Sabbatical Committees**

A Faculty Sabbatical Leave Committee (FSLC) shall be formed according to the Faculty Association By-Laws.

The Administrative Sabbatical Leave Committee (ASLC) shall consist of the College Deans or others as designated by the Chief Academic Officer.

### **8.5.7.4 Request and Approval Procedures**

Requests for sabbatical leave for the next academic year (either or both semesters) shall be filed with the Dean no later than the last Friday in January of the academic year prior to that in which the leave is to start. Requests shall be in writing and shall state the purpose for which the leave is to be granted. The Dean shall submit all applications with written comments and recommendations to the FSLC and the ASLC no later than the first Friday in February.

The FSLC and the ASLC shall evaluate the merits of each application and recommend, within the provisions of the policy, those applicants that each Committee determines should be granted a sabbatical leave. In addition, each Committee may recommend a maximum of three alternates, in order of priority, to fill a vacancy created as a result of an illness, resignation, dismissal, etc. The alternate with highest priority as approved by the Board of Trustees, shall be granted the opportunity for a sabbatical leave for the next full academic year or either semester providing the circumstances causing the cancellation are officially

recognized prior to the first of June. The first alternate shall be granted the opportunity for a sabbatical leave for the next spring semester providing the official date of cancellation occurs prior to the first of October. The first alternate shall have seven calendar days after official notice of a sabbatical leave offer to either accept or reject the offer. If the first alternate rejects the offer then the second alternate shall have seven calendar days after official notice of the sabbatical leave offer to either accept or reject the offer. The same procedure shall be followed for the third alternate.

A common list will be developed by the FSLC and the ASLC to be forwarded to the Chief Academic Officer who will then make recommendations to the College President no later than the last Friday in February. All applicants will be informed of each committee's recommendation at the time that such committees' recommendations are forwarded to the College President. Confidentiality shall be maintained by all members of the FSLC and ASLC.

The College President shall review all comments and recommendations from the FSLC and the ASLC, and present a list of applicants recommended for sabbatical leaves to the Board of Trustees no later than the first regularly scheduled Board of Trustees meeting in April.

The College President shall notify all applicants of his/her recommendation at least seven days prior to the April Business Board Meeting. Applicants recommended to the Board of Trustees shall be notified of the official Board of Trustees action regarding their request for sabbatical leave within 30 days of such action. The final decision as to the granting of sabbatical leaves rests with the Board of Trustees.

#### **8.5.7.5 Report on Leave**

Within 90 days of the faculty member's return, a faculty member shall present a written report to the College President, the Chief Academic Officer, the faculty member's Dean, and the Chair of each sabbatical leave committee on the faculty member's activities during the period of leave. The College President shall forward the report to the sabbatical leave committee upon request.

#### **8.5.7.6 Service after Leave**

A faculty member is obligated to return to the College for a period of not less than one academic year upon completion of the leave. A faculty member may be released from this obligation by the Board of Trustees.

The faculty member shall resume the same or comparable tenured instructional duties, unless the faculty member agrees otherwise.

Service during a sabbatical leave shall count as regular service in reference to salary status and shall not interrupt the faculty member's progress on the salary schedule. Upon the faculty member's return, the faculty member shall be eligible for an increment plus any lane change due to educational advancement.

### **8.6 Annual Active Duty for Training of Military Reserve**

Faculty members who are mobilized to active military duty shall receive the compensation that they were receiving as an employee plus any health insurance or other benefits accruing minus the amount of their base pay from military service for the duration of their active military service.

### **8.7 Tuition and Fees – Rock Valley College Classes**

No tuition or standard fees are charged to faculty members, their spouse, and dependent children who register for courses taken at the College. "Standard fees" include the registration fee, technology fee, activity fee, and lab fees associated with a course. The provision does not apply to the cost of supplies for a given course/program or courses offered by the Leola Arnold Memorial School of Music Trust.

In the event of a faculty member's death or disability, the faculty member's spouse and dependent children at the time of death and/or the first day of disability shall be allowed to receive the benefits. For the spouse, these benefits are in effect until re-marriage.

For children, these benefits shall be effective through age 22 or until marriage, whichever occurs first.

A faculty member must be full-time on the first official day of classes of each term for the faculty member's spouse or dependent children to be eligible for the benefits.

For non-credit courses, dependents who fail to complete at least sixty percent (60%) of the class requirements will be charged a \$25 administrative fee.

## **8.8 Reimbursements**

### **8.8.1 Reimbursement for Graduate Study**

The College will reimburse faculty members up to a rate of \$150/credit hour for successful completion of previously approved graduate education. Faculty members on sabbatical leave shall be eligible for a maximum reimbursement of \$75/credit hour for courses taken while on sabbatical leave in accordance with existing Board and Administrative policies. A course shall be considered as "taken while on sabbatical leave" if the official semester of the College in which the full-time faculty member enrolls overlaps the official semester during which the faculty member is on sabbatical leave. The maximum number of credit hours for which a faculty member may receive reimbursement per fiscal year is fifteen (15). The maximum number of credit hours for which a faculty member may receive reimbursement while employed at the College is forty-five (45). Faculty members will receive tuition reimbursement only after pre-approval of graduate course work by the appropriate Vice President and receipt of the transcript or other documented evidence of faculty members' successful completion of the graduate course work. The preferred deadline to submit requests for reimbursement is two weeks prior to the start of the course. If approved, the reimbursement must be paid (regardless of budget). The College will not reimburse for dissertation credit hours. Reimbursements are first-come, first served while funds are available. Under the Tuition Reimbursement Policy, in special circumstances, faculty will also be reimbursed for courses required for the completion of a Bachelor's Degree. These situations will be considered highly unique and shall require the approval of the immediate Academic Administrator appropriate and Vice President.

### **8.8.2 Reimbursement for Certification, Recertification, and Licensure**

Where costs for certification or recertification are not otherwise paid for, the College will reimburse faculty members for any out-of-pocket costs incurred for certification and recertification that are required for their positions and preapproved by the immediate Academic Administrator.

### **8.8.3 Reimbursement for Health care Faculty**

In addition, the College will pay the following for healthcare faculty: professional license renewal, CPR certification and renewal, annual immunizations, and PPD/Mantoux screening up to \$200.00/faculty member/year.

## **8.9 Sick Leave Bank**

A sick leave bank shall be established to provide sick leave benefits to faculty members who incur a prolonged illness or injury, or for prolonged illness or injury of a person in the faculty member's immediate family or dependent. Immediate family is defined as spouse, children and parents. All faculty members shall be members of the sick leave bank unless they decline enrollment within thirty (30) days of hire. Each faculty member enrolling in the bank shall initially donate two (2) days sick leave to the bank and thereafter one (1) sick leave day per year effective July 1 until the bank total is 500 days. Additional day(s) will be donated at a rate of one (1) sick leave day per year anytime the bank falls below one hundred fifty (150) days.



A faculty member withdrawing from membership in the bank shall waive his/her right to use of the sick leave bank for his/her term of employment.

Membership in the bank is automatically terminated upon effective dates of resignation, retirement, or dismissal.

A faculty member shall not be eligible to draw on the bank until the faculty member has depleted all accumulated sick leave days. After the faculty member has exhausted all accumulated sick leave days and received approval of the Association's Executive Board for use of sick leave days, the member may withdraw a maximum of forty (40) days from the sick leave bank in any one school year based upon a single covered illness or injury as verified by a physician's certificate. Any days of absence based upon withdrawal of sick leave bank days must be continuous and not intermittent in duration.

No faculty member shall draw upon the sick leave bank in two successive years, unless they shall render service for at least sixty (60) work days prior to drawing from the bank the second year.

Faculty members withdrawing such leave days from the bank shall not be required to repay those days. A faculty member shall be entitled to draw from the bank provided that the faculty member is personally ill or injured, or a person in the faculty member's immediate family or dependent is ill or injured, as verified by a physician's certificate which identifies the specific nature of the illness or injury, confirms the faculty member's inability to perform teaching duties (either due to the personal illness/injury or the required care of a person in the immediate family or dependent, and includes the estimated duration of necessary absence. Any sick bank days requested but unused by the faculty member shall be returned to the bank. Faculty members on Worker's Compensation shall not be eligible for sick bank coverage.

Applications for sick bank coverage are to be submitted for review by a special committee comprised of faculty members selected by the Association's Executive Board. Applications shall state the cause for the absence and expected dates of the leave. The application shall be accompanied by the above-stated information. The committee shall be responsible for ascertaining the eligibility of the faculty member to draw on the bank. The bank shall be administered exclusively by the faculty sick leave bank committee and the Association's Executive Board which shall be responsible for notification of the College's Human Resources Department regarding the Executive Board's review and approval of a faculty member's application for sick leave bank days.

## **8.10 Deferred Compensation Plan and Tax Sheltered Annuity**

The College will provide faculty the opportunity to participate in a Deferred Compensation Plan (457b) and/or a Tax Sheltered Annuity (403b).

## **8.11 Domestic Partners**

Domestic Partner benefits are available for faculty members who have a current "Affidavit of Domestic Partnership" (Appendix L) on file with the Human Resources Office.

All rights and benefits afforded to employee spouses under this agreement shall be extended to domestic partners. Similarly, dependent children of employees' domestic partners shall be defined as employees' dependent children for the purposes of this agreement.

These definitions of the terms "spouse" and "dependent children" shall not apply to benefits which are prohibited by a third party contract.

**ARTICLE IX  
EFFECT AND DURATION OF AGREEMENT**

- A. The parties waive, for the duration of this AGREEMENT, the right to negotiate any topic, whether that topic was within contemplation of the parties or not, for the term of this AGREEMENT.
- The parties also agree that, court decisions notwithstanding, Article IX-A of this AGREEMENT shall be subject to the mandatory bargaining provisions of the IELRA for the purposes of negotiating successor AGREEMENTS.
- B. This AGREEMENT shall not be amended or deleted from in whole or in part by the parties except in writing duly executed by both parties.
- C. The terms and conditions negotiated under the terms of this AGREEMENT shall be reflected in individual contracts.
- D. Should any article, section, or clause of this AGREEMENT be declared illegal by a court of competent jurisdiction, said article, section or clause, as the case may be, shall be automatically deleted from this AGREEMENT to the extent that it violated the law, but the remaining articles, sections and clauses shall remain in full force and effect for the duration of the AGREEMENT, if not affected by the deleted article, section, or clause.
- E. This AGREEMENT shall be effective as of date of signing and shall be in force and effect up to and including June 30, 2020.
- F. At all times in this AGREEMENT, time is of the essence.

IN WITNESS THEREOF, the parties hereto have executed this AGREEMENT this 27<sup>th</sup> day of October, 2015

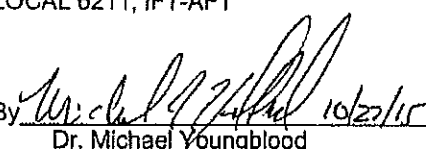
BOARD OF TRUSTEES  
COMMUNITY COLLEGE DISTRICT #511  
ROCK VALLEY COLLEGE

By

  
Mr. Frank Haney

ROCK VALLEY COLLEGE FACULTY  
ASSOCIATION  
LOCAL 6211, IFT-AFT

By

 10/27/15  
Dr. Michael Youngblood

# APPENDIX A

"The parties understand and agree that the language below is not a part of the collective bargaining agreement and is not subject to the collective bargaining agreement's grievance procedure."

## 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 Deans, 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. 3B02. 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:

a) Just cause for dismissal; or

b) A reduction in the number of faculty members employed by the board or a discontinuance of some particular type of teaching service or program.

(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 ensuring 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 ensuring 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 steno type 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 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 B

## TITLE POSITIONS APPLICABLE TO TENURED FACULTY

	LANE I <MA/MS	LANE II MA/MS	LANE III +15	LANE IV +30	LANE V +45	LANE VI +60	LANE VII DOC
INSTRUCTOR*	1						
	2	1					
	3	2	1				
	4	3	2	1			
	5	4	3	2	1		
ASSISTANT PROFESSOR	6	5	4	3	2	1	
	7	6	5	4	3	2	1
	8	7	6	5	4	3	2
	9	8	7	6	5	4	3
	10	9	8	7	6	5	4
	11	10	9	8	7	6	5
ASSOCIATE PROFESSOR	12	11	10	9	8	7	6
	13	12	11	10	9	8	7
	14	13	12	11	10	9	8
	15	14	13	12	11	10	9
	16	15	14	13	12	11	10
	17	16	15	14	13	12	11
		17	16				
		18	17				
			18				
PROFESSOR				15	14	13	12
				16	15	14	13
				17	16	15	14
				18	17	16	15
				19	18	17	16
				20	19	18	17
					20	19	18
					21	20	19
						21	20
						22	21
						22	

\* Title of Instructor will be used for probationary faculty.

# APPENDIX C

"The parties understand and agree that the language below is not a part of the collective bargaining agreement and is not subject to the collective bargaining agreement's grievance procedure."

WEST'S SMITH-HURD ILLINOIS COMPILED  
STATUTES ANNOTATED CHAPTER 820.  
EMPLOYMENT LABOR RELATIONS ACT 40.  
PERSONNEL RECORD REVIEW ACT

Current through P.A. 89-443, approved 12/21/95

## 40/2. Open records

Sec. 2. Open Records. Every employer shall, upon an employee's request which the employer may require be in writing on a form supplied by the employer, permit the employee to inspect any personnel documents which are, have been or are intended to be used in determining that employee's qualifications for employment, promotion, transfer, additional compensation, discharge or other disciplinary action, except as provided in Section 10. The inspection right encompasses personnel documents in the possession of a person, corporation, partnership, or other association having a contractual agreement with the employer to keep or supply a personnel record. An employee may request all or any part of his or her records, except as provided in Section 10. The employer shall grant at least 2 inspection requests by an employee in a calendar year when requests are made at reasonable intervals, unless otherwise provided in a collective bargaining agreement. The employer shall provide the employee with the inspection opportunity within 7 working days after the employee makes the request or if the employer can reasonably show that such deadline cannot be met, the employer shall have an additional 7 days to comply. The inspection shall take place at a location reasonably near the employee's place of employment and during normal working hours. The employer may allow the inspection to take place at a time other than working hours or at a place other than where the records are maintained if that time or place would be more convenient for the employee. Nothing in this Act shall be construed as a requirement that an employee be permitted to remove any part of such personnel records or any part of such records from the place on the employer's premises where it is made available for inspection. Each employer shall retain the right to protect his records from loss, damage, or alteration to insure the integrity of the records. If an employee demonstrates that he or she is unable to review his or her personnel record at the employing unit, the employer shall, upon the employee's written request mail a copy of the requested record to the employee.

\*130390

820 ILCS 40/4, Use of information

## 40/4. Use of information

Sec. 4. Personnel record information which was not included in the personnel record but should have been as required by this Act shall not be used by an employer in a judicial or quasi-judicial proceeding. However, personnel record information which, in the opinion of the judge in a judicial proceeding or the hearing officer in a quasi-judicial proceeding, was not intentionally excluded from the personnel record may be used by the employer in the proceeding if the employee agrees or has been given a reasonable time to review the information. Material which should have been included in the personnel record shall be used at the request of the employee.

## 40/5. Personnel record inspection by representative

Sec. 5. Personnel Record Inspection by Representative. An employee who is involved in a current grievance against the employer may designate in writing a representative of the employee's union or collective bargaining unit or other representative to inspect the employee's personnel record which may have a bearing on the resolution of the grievance, except as provided in Section 10. The employer shall allow such a designated representative to inspect that employee's personnel record in the same manner as provided under Section 2.

## 40/6. Personnel record correction

Sec. 6. Personnel Record Correction. If the employee disagrees with any information contained in the personnel record, a removal or correction of that information may be mutually agreed upon by the employer and employee. If an agreement cannot be reached, the employee may submit a written statement explaining the employee's position. The employer shall attach the employee's statement to the disputed portion of the personnel record. The employee's statement shall be included whenever that disputed portion of the personnel record is released to a third party as long as the disputed record is a part of the file. The inclusion of any written statement attached in the record without further comment or action by the employer, shall not imply or create any presumption of employer agreement with its contents. If either the employer or the employee knowingly places in the personnel record information which is false, the employer or

employee, whichever is appropriate, shall have remedy through legal action to have that information expunged.

#### 40/7. Disclosure of disciplinary actions--Written notice

Sec. 7. (1) An employer or former employer shall not divulge a disciplinary report, letter of reprimand, or other disciplinary action to a third party, to a party who is not a part of the employer's organization, or to a party who is not a part of a labor organization representing the employee, without written notice as provided in this Section.

(2) The written notice to the employee shall be by first-class mail to the employee's last known address and shall be mailed on or before the day the information is divulged.

(3) This Section shall not apply if:

(a) the employee has specifically waived written notice as part of a written, signed employment application with another employer;

(b) the disclosure is ordered to a party in a legal action or arbitration; or

(c) information is requested by a government agency as a result of a claim or complaint by an employee, or as a result of a criminal investigation by such agency.

#### 40/9. Record of nonemployment activities

Sec. 9. (1) [FN1] An employer shall not gather or keep a record of an employee's associations, political activities, publications, communications or nonemployment activities unless the employee submits the information in writing or authorizes the employer in writing to keep or gather the information. This prohibition shall not apply to the activities that occur on the employer's premises or during the employee's working hours with that employer which interfere with the performance of the employee's duties or the duties of their employees or activities, regardless of when and where occurring, which constitute criminal conduct or may reasonably be expected to harm the employer's property, operations or business, or could by the employee's action cause the employer financial liability. A record which is kept by the employer as permitted under this Section shall be part of the personnel record.

#### 40/8. Review of record prior to release of information

Sec. 8. An employer shall review a personnel record before releasing information to a third party, and except when the release is ordered to a party in a legal action or arbitration, delete disciplinary reports, letters of reprimand, or other records of disciplinary action which are more than 4 years old.

#### 40/10. Exceptions

Sec. 10. Exceptions. The right of the employee or the employee's designated representative to inspect his or her personnel records does not apply to:

(a) Letter of reference for that employee or external peer review documents for academic employees of institutions of higher education.

(b) Any portion of a test document, except that the employee may see a cumulative total test score for either a section of or the entire test document.

(c) Materials relating to the employer's staff planning, such as matters relating to the business' development, expansion, closing or operational goals, where the materials relate to or affect more than one employee, provided, however, that this exception does not apply if such materials are, have been or are intended to be used by the employer in determining an individual employee's qualifications for employment, promotion, transfer, or additional compensation, or in determining an individual employee's discharge or discipline.

(d) Information of a personal nature about a person other than the employee if disclosure of the information would constitute a clearly unwarranted invasion of the other person's privacy.

(e) An employer who does not maintain any personnel records.

(f) Records relevant to any other pending claim between the employer and employee which may be discovered in a judicial proceeding.

(g) Investigatory or security records maintained by an employer to investigate criminal conduct by an employee or other activity by the employee which could reasonably be expected to harm the employer's property, operations, or business or could by the employee's activity cause the employer financial liability, unless and until the employer takes adverse personnel action based on information in

such records.

#### 40/12. Administration and enforcement

Sec. 12. (a) The Dean of Labor or his authorized representative shall administer and enforce the provisions of this Act. The Dean of Labor may issue rules and regulations necessary to administer and enforce the provisions of this Act.

(b) If an employee alleges that he or she has been denied his or her rights under this Act, he or she may file a complaint with the Department of Labor. The Department shall investigate the complaint and shall have authority to request issuance of a search warrant or subpoena to inspect the files of the employer, if necessary. The Department shall attempt to resolve the complaint by conference, conciliation, or persuasion. If the complaint is not so resolved and the Department finds the employer has violated the Act, the Department may commence an action in the circuit court to enforce the provisions of the Act including an action to compel compliance. The circuit court for the county in which the complainant resides, in which the complainant is employed, or in which the personnel record is maintained shall have jurisdiction in such actions.

(c) If an employer violates this Act, an employee may commence an action in the circuit court to enforce the provisions of this Act, including actions to compel compliance, where efforts to resolve the employee's complaint concerning such violation by conference, conciliation or persuasion pursuant to subsection (b) have failed and the Department has not commenced an action in circuit court to redress such violation. The circuit court for the county in which the complainant resides, in which the complainant is employed or in which the personnel record is maintained shall have jurisdiction in such actions.

(d) Failure to comply with an order of the court may be punished as contempt. In addition, the court shall award an employee prevailing in an action pursuant to this Act the following damages:

(1) Actual damages plus costs.

(2) For a willful and knowing violation of this Act, \$200 plus costs, reasonable attorney's fees and actual damages.

**\*130404** (e) Any employer or his agent who violates the provisions of this Act is guilty of a petty

offense.

(f) Any employer or his agent, or the officer or agent of any private employer, who discharges or in any other manner discriminates against any employee because that employee has made a complaint to his employer, or to the Dean or his authorized representative, or because that employee has caused to be instituted or is about to cause to be instituted any proceeding under or related to this Act, or because that employee has testified or is about to testify in an investigation or proceeding under this Act, is guilty of a petty offense.



# APPENDIX D

## EVALUATION CRITERIA

Page 1 of 2

The evaluation criteria are used as a guide in reviewing faculty performance as a part of the evaluation process at Rock Valley College. The evaluation criteria provide a point of reference for faculty in establishing performance goals as required in the evaluation process. The evaluator/Dean will use the evaluation criteria in identifying objective feedback to improve faculty performance and instruction.

**Instructional Role** – For purposes of evaluation, the following examples are indicative of effective teaching and may be used as a guide in determining the effectiveness of a faculty member in the classroom:

- Construction of syllabi following accepted College standards;
- Presentation of course material in an organized manner that is compatible with the stated objectives of the course;
- Use of student outcomes assessment activities for improvement of teaching and learning;
- Demonstration of knowledge and ability in work with curriculum design in discipline of instruction;
- Adherence to College policies in all aspects of instructional role;
- Development of a positive learning environment;
- Use of field-current instructional learning materials;
- Demonstrate knowledge and ability in course concepts;
- Demonstrate ability to motivate, generate interest and enthusiasm, and establish rapport with students;
- Use of a consistent and fair approach in student performance evaluation and classroom discipline;
- Facilitate and encourage opportunities for students to use assistance on an individual basis;
- Application of self assessment to improve effectiveness as a teacher;
- Development of new or improved teaching materials or media.

**College Service** – For purposes of evaluation, College service is service that advances the work of the faculty member's discipline, division, and the College. Examples of College service activities that reflect effectiveness in the faculty role may include, but are not limited to the following:

- Discipline committee service;
- Division committee service;
- College committee service;
- Task force committee service;
- Program Review Committee/Report service;
- Program Self-study report/committee service;
- College Self-study report/committee service;
- Student organization sponsor;
- Student advisement/recruitment activities;
- Peer review committee service;
- Participation in collegial activities that support curriculum review and new course development.

**Development in Area of Expertise**– For purposes of evaluation, professional development is advancement of the faculty member's knowledge and skills in order to better fulfill the role and responsibilities of the faculty member's position at the College. Examples of professional development activities that reflect effectiveness in the faculty role may include, but are not limited to the following:

- Membership and active participation in a professional organization in the faculty member's area of expertise;
- Officer in a professional organization;
- Committee membership in a professional organization;
- Attendance at meetings/seminars/workshops/courses;
- Professional presentations/papers at meetings/seminars/workshops;
- Professional consultations for organizations/institutions;
- Awards and recognitions for professional accomplishments;
- Guest lecture or course lecture outside of assigned course load;

- Mentor probationary or adjunct faculty;
- Publication of article/chapter/book;
- Editor of newsletter/professional publication;
- Reviewer for book/publication;
- Grant applicant/reviewer;
- Research/scholarly work.

**Community Service** – For purposes of evaluation, community service is voluntary participation in community activities within the College district for the purpose of sharing academic talents that will benefit the community and support the College mission. Examples of community service activities that reflect effectiveness in the faculty role may include, but are not limited to the following:

- Consultation and/or service to a community group in area of professional expertise ;
- Membership and evidence of activity on community, business or governmental boards/committees;
- Officer of a community, business, or governmental board/committee;
- Professional service to a community organization/group;
- Academic presentation to a non-scholarly group;
- Volunteer services to a community agency/organization.

# APPENDIX E

## Faculty Professional Development Plan

Name  
Division  
Rank  
Date

<b>Goals Report<sup>1</sup>:</b> Report of goals and activities for Academic Year			
Identify areas of professional strength and areas for improvement			
<b>A. Teaching and Learning:</b> Specific activities to improve teaching effectiveness and enhance the student learning experience			
<ul style="list-style-type: none"> <li>• Teaching Responsibilities</li> <li>• Independent Study Assignment</li> <li>• Improvement of teaching, e.g. new course materials, curriculum work, new course development</li> <li>• Service to Students, e.g. office hours, support of student activities, recommendations</li> </ul>			
<b>Goal/Activity</b>	<b>Resources/Support<sup>2</sup></b>	<b>Target Completion Date</b>	<b>Actual Completion Date</b>
<b>B. Professional Development:</b> Efforts to develop and improve one's expertise in the areas of practice, education and research.			
<ul style="list-style-type: none"> <li>• Attendance at conferences, seminars, workshops, meetings;</li> <li>• Participation in a self-directed and continuing learning project;</li> <li>• Professional organization affiliation and activities; and/or</li> <li>• Publications, reviews, articles, grants.</li> </ul>			
<b>Goal/Activity</b>	<b>Resources/Support<sup>2</sup></b>	<b>Target Completion Date</b>	<b>Actual Completion Date</b>
<b>C. College Service:</b> Efforts to serve and benefit the College			
<ul style="list-style-type: none"> <li>• College faculty committees</li> <li>• College institutional committees/projects</li> <li>• Divisional committees/projects</li> <li>• Student organization advising</li> <li>• Student activity assistance/support</li> <li>• Collaboration with colleagues</li> <li>• Mentoring new faculty</li> <li>• Guest lecture for other faculty</li> </ul>			
<b>Goal/Activity</b>	<b>Resources/Support<sup>2</sup></b>	<b>Target Completion Date</b>	<b>Actual Completion Date</b>
<b>D. Professional Learning Communities:</b> Participation in community activities for the purpose of sharing academic talents.			
<ul style="list-style-type: none"> <li>• Membership in community, business, governmental boards or committees</li> <li>• Voluntary service to community agencies and/or organizations</li> <li>• Dissemination of professional information to lay public</li> <li>• Academic presentations</li> <li>• Speeches to public and private groups as academic expert</li> </ul>			
<b>Goal/Activity</b>	<b>Resources/Support<sup>2</sup></b>	<b>Target Completion Date</b>	<b>Actual Completion Date</b>
<b>E. Professional Awards and Recognition; Professional Consulting</b>			

<sup>1</sup> Can be amended with approval and meeting with immediate Academic Administrator

<sup>2</sup> Travel requests must be submitted in accordance with the timeline outlined in the current BOT approved Travel Policy

# APPENDIX E-1

## Faculty Professional Development Plan for Librarian Faculty

Name  
Division  
Rank  
Date

<b>Goals Report<sup>31</sup>:</b> Report of goals and activities for Academic Year			
Identify areas of professional strength and areas for improvement			
<b>A. Librarianship:</b> Specific activities to improve library effectiveness and enhance the student learning experience <ul style="list-style-type: none"> <li>• Development of library user's skills in using the library resources through library instruction</li> <li>• Effective one-on-one instruction with library users through the library reference services</li> <li>• Effective management of library collections, which includes evaluation of resources, assessing the needs of College disciplines</li> <li>• Development and implementation of effective methods for organizing, classifying, and managing information resources</li> <li>• Effective management of the library's automation systems, networked resources, and user data</li> <li>• Effective promotion of the use of the library through organized events</li> <li>• Effective management of the library staff and operation to enhance library services</li> </ul>			
<b>Goal/Activity</b>	<b>Resources/Support<sup>42</sup></b>	<b>Target Completion Date</b>	<b>Actual Completion Date</b>
<b>B. Professional Development:</b> Efforts to develop and improve one's expertise in the areas of practice, education and research. <ul style="list-style-type: none"> <li>• Attendance at conferences, seminars, workshops, meetings;</li> <li>• Participation in a self-directed and continuing learning project;</li> <li>• Professional organization affiliation and activities; and/or</li> <li>• Publications, reviews, articles, grants.</li> </ul>			
<b>Goal/Activity</b>	<b>Resources/Support<sup>2</sup></b>	<b>Target Completion Date</b>	<b>Actual Completion Date</b>
<b>C. College Service:</b> Efforts to serve and benefit the College <ul style="list-style-type: none"> <li>• College faculty committees</li> <li>• College institutional committees/projects</li> <li>• Divisional committees/projects</li> <li>• Student organization advising</li> <li>• Student activity assistance/support</li> <li>• Collaboration with colleagues</li> <li>• Mentoring new faculty</li> <li>• Guest lecture for other faculty</li> </ul>			
<b>Goal/Activity</b>	<b>Resources/Support<sup>2</sup></b>	<b>Target Completion Date</b>	<b>Actual Completion Date</b>
<b>D. Professional Learning Communities:</b> Participation in community activities for the purpose of sharing academic talents. <ul style="list-style-type: none"> <li>• Membership in community, business, governmental boards or committees</li> <li>• Voluntary service to community agencies and/or organizations</li> <li>• Dissemination of professional information to lay public</li> <li>• Academic presentations</li> <li>• Speeches to public and private groups as academic expert</li> </ul>			
<b>Goal/Activity</b>	<b>Resources/Support<sup>2</sup></b>	<b>Target Completion Date</b>	<b>Actual Completion Date</b>
<b>E. Professional Awards and Recognition; Professional Consulting</b>			

<sup>1</sup> Can be amended with approval and meeting with immediate Academic Administrator

<sup>2</sup> Travel requests must be submitted in accordance with the timeline outlined in the current BOT approved Travel Policy

# Appendix F

## CLASSROOM OBSERVATION REPORT

Instructor Evaluated \_\_\_\_\_

Course \_\_\_\_\_ Number of Students Present \_\_\_\_\_

Date \_\_\_\_\_

Evaluator(s) \_\_\_\_\_

**Purpose:** The purpose of this classroom observation is (1) to provide a database for more accurate and equitable decisions on tenure, promotion, and increment and (2) to provide objective feedback to improve faculty performance/instruction.

**Instructions:** Prior to the classroom visit the observer should meet with the instructor. The instructor should provide the observer with a copy of the course syllabus and the specific objectives and teaching methods for the classroom observation. The observer and instructor should meet at a scheduled time following the classroom observation to discuss observations and conclusions including documentation provided in the Classroom Observation Report. The Classroom Observation Report should be utilized as a support document for faculty evaluation reports, tenure and probationary.

1. Describe the instructor's approach to course organization including use of objectives, assignments, and course syllabus.
2. Discuss use of instructional methods and suitability for content of lecture.
3. Discuss content mastery as evidenced by instructor.
4. Discuss instructor communication of subject matter in terms of clarity and presentation to level of student.
5. Discuss form and extent of student participation.
6. Discuss instructor response to student questions and comments. Are students encouraged to use critical thinking and analysis?
7. What specific suggestions would you make concerning this instructor's teaching/this particular class?

# APPENDIX F-1

## LIBRARIANSHIP OBSERVATION REPORT

Faculty Librarian Evaluated \_\_\_\_\_

Area of Evaluation \_\_\_\_\_

Date \_\_\_\_\_

Evaluators(s)  
\_\_\_\_\_

**Purpose:** The purpose of this observation is (1) to provide a database for more accurate and equitable decisions on tenure, promotion, and increment and (2) to provide objective feedback to improve faculty librarian performance/instruction.

**Instructions:** Evaluate the area(s) which pertain to the faculty librarian's job duties. The faculty librarian should be able to demonstrate his/her competency and achievement in each of the specific areas of librarianship below.

If possible, library instruction classes, library training sessions, and point-of-use instruction should be observed.

The observer and faculty librarian should meet at a scheduled time following the observation to discuss observations and conclusions including documentation provided in the Librarianship Observation Report. The Librarianship Observation Report should be utilized as a support document for faculty librarian evaluation reports and tenure decisions.

1. Development of library user's skills in using the library resources through library instruction
2. Effective one-on-one instruction with library users through the library reference services
3. Effective management of library collections, which includes evaluation of resources, assessing the needs of College disciplines
4. Development and implementation of effective methods for organizing, classifying, and managing information resources
5. Effective management of the library's automation systems, networked resources and user data
6. Effective promotion of the use of the library through organized events
7. Effective management of the library staff and operation to enhance library services
8. What specific suggestions would you make concerning this faculty librarian's librarianship?

# APPENDIX G

## ROCK VALLEY COLLEGE

### Student Evaluation of Faculty Teaching Effectiveness

Instructor Name \_\_\_\_\_ Course/Section \_\_\_\_\_ Semester \_\_\_\_\_

		Strongly Agree	Agree	Disagree	Strongly Disagree	Unable to Evaluate
1. The instructor communicates his/her expectation of the students in the syllabus, assignment guidelines, etc.	1.	A	B	C	D	E
<i>Comments:</i>						
2. The course is well organized.	2.	A	B	C	D	E
<i>Comments:</i>						
3. The instructor is prepared for class.	3.	A	B	C	D	E
<i>Comments:</i>						
4. The instructor effectively communicates ideas and information.	4.	A	B	C	D	E
<i>Comments:</i>						
5. I feel comfortable approaching the instructor with questions/ideas.	5.	A	B	C	D	E
<i>Comments:</i>						
6. The instructor demonstrates an interest in students and their learning.	6.	A	B	C	D	E
<i>Comments:</i>						
7. The instructor motivates the students and generates interest in the course material.	7.	A	B	C	D	E
<i>Comments:</i>						
8. The instructor is fair and impartial in the treatment of all students.	8.	A	B	C	D	E
<i>Comments:</i>						
9. The instructor evaluates student performance following stated course objectives and related assignment criteria.	9.	A	B	C	D	E
<i>Comments:</i>						
10. The instructor is available and willing to provide assistance outside of class (office visits, phone calls, e-mail, etc.)	10.	A	B	C	D	E
<i>Comments:</i>						

EXTRA QUESTIONS: If additional questions are provided by your instructor on another page, answer them on that page and the scantron form.

ADDITIONAL COMMENTS: In the space below, provide additional comments about the course and instruction and suggest ways the instructor could improve the course or the way it was taught.

## **APPENDIX H**

### **Annual Salary Increase**

<u>Year</u>	<u>Salary</u>	<u>Effective Date</u>
Academic Year 2015-16	\$ 1,000.00	Effective 01/01/2016
Academic Year 2016-17	\$ 1,000.00	Effective 07/01/2016
Academic Year 2017-18	\$ 1,500.00	Effective 07/01/2017, Off Schedule Stipend \$350
Academic Year 2018-19	\$ 2,000.00	Effective 07/01/2018, Off Schedule Stipend \$150
Academic Year 2019-20	\$ 2,600.00	Effective 07/01/2019



## APPENDIX I FACULTY SALARY RANGES

### 2014-15; Existing 2014-15

<u>Lane</u>	<u>Minimum</u>	<u>Maximum</u>
L7	56,670	106,223
L6	54,790	102,225
L5	52,911	97,860
L4	51,031	93,776
L3	49,150	89,692
L2	47,270	85,609
L1	45,391	81,745

### 2015-16, 2014-15 plus \$ 1,000

<u>Lane</u>	<u>Minimum</u>	<u>Maximum</u>
L7	57,670	107,223
L6	55,790	103,225
L5	53,911	98,860
L4	52,031	94,776
L3	50,150	90,692
L2	48,270	86,609
L1	46,391	82,745

### 2016-17, 2015-16 plus \$ 1,000

<u>Lane</u>	<u>Minimum</u>	<u>Maximum</u>
L7	58,670	108,223
L6	56,790	104,225
L5	54,911	99,860
L4	53,031	95,776
L3	51,150	91,692
L2	49,270	87,609
L1	47,391	83,745

### 2017-18, 2016-17 plus \$ 1,500

<u>Lane</u>	<u>Minimum</u>	<u>Maximum</u>
L7	60,170	109,723
L6	58,290	105,725
L5	56,411	101,360
L4	54,531	97,276
L3	52,650	93,192
L2	50,770	89,109
L1	48,891	85,245

### 2018-19, 2017-18 plus \$ 2,000

<u>Lane</u>	<u>Minimum</u>	<u>Maximum</u>
L7	62,170	111,723
L6	60,290	107,725
L5	58,411	103,360
L4	56,531	99,276
L3	54,650	95,192
L2	52,770	91,109
L1	50,891	87,245

### 2019-20, 2018-19 plus \$ 2,600

<u>Lane</u>	<u>Minimum</u>	<u>Maximum</u>
L7	64,770	114,323
L6	62,890	110,325
L5	61,011	105,960
L4	59,131	101,876
L3	57,250	97,792
L2	55,370	93,709
L1	53,491	89,845

## APPENDIX J SUMMER SALARY SCHEDULE

<b>2014-15</b>								<b>2015-16, 2014-15</b>							
	L1	L2	L3	L4	L5	L6	L7		L1	L2	L3	L4	L5	L6	L7
1	705	748	794	838	883	926	972	1	717	761	808	853	898	942	989
2	725	769	813	857	903	947	991	2	738	782	827	872	919	964	1008
3	745	788	835	877	921	966	1011	3	758	802	850	892	937	983	1029
4	763	807	853	895	942	985	1031	4	776	821	868	911	958	1002	1049
5	782	828	872	918	960	1005	1051	5	796	842	887	934	977	1023	1069
6	802	848	891	937	980	1026	1069	6	816	863	907	953	997	1044	1088
7	823	867	909	956	1000	1045	1087	7	837	882	925	973	1018	1063	1106
8	841	887	931	975	1019	1065	1109	8	856	903	947	992	1037	1084	1128
9	861	906	950	996	1039	1083	1128	9	876	922	967	1013	1057	1102	1148
10	882	925	970	1015	1059	1104	1148	10	897	941	987	1033	1078	1123	1168
11	902	944	990	1033	1080	1122	1167	11	918	961	1007	1051	1099	1142	1187
12	920	964	1009	1053	1098	1142	1187	12	936	981	1027	1071	1117	1162	1208
13	939	984	1029	1071	1118	1161	1207	13	955	1001	1047	1090	1138	1181	1228
14	959	1003	1049	1093	1136	1181	1226	14	976	1021	1067	1112	1156	1202	1247
15	979	1023	1068	1112	1158	1201	1246	15	996	1041	1087	1131	1178	1222	1268
16	998	1044	1086	1133	1176	1222	1264	16	1015	1062	1105	1153	1197	1243	1286
17	1017	1064	1106	1152	1195	1242	1284	17	1035	1083	1125	1172	1216	1264	1306
18	0	1082	1127	1171	1214	1260	1303	18	0	1101	1147	1191	1235	1282	1326
19	0	0	1146	1191	1234	1280	1324	19	0	0	1166	1212	1256	1302	1347
20	0	0	0	1210	1256	1298	1344	20	0	0	0	1231	1278	1321	1368
21	0	0	0	0	1274	1320	1363	21	0	0	0	0	1296	1343	1387
22	0	0	0	0	0	1338	1384	22	0	0	0	0	0	1361	1408
23	0	0	0	0	0	0	1403	23	0	0	0	0	0	0	1428

<b>2016-17, 2015-16</b>								<b>2017-18, 2016-17</b>							
	L1	L2	L3	L4	L5	L6	L7		L1	L2	L3	L4	L5	L6	L7
1	730	774	822	868	914	959	1006	1	743	788	836	883	930	975	1024
2	751	796	842	887	935	980	1026	2	764	810	856	903	951	998	1044
3	771	816	864	908	954	1000	1047	3	785	830	880	924	970	1018	1065
4	790	835	883	927	975	1020	1067	4	804	850	899	943	992	1038	1086
5	810	857	903	950	994	1040	1088	5	824	872	919	967	1011	1059	1107
6	830	878	922	970	1015	1062	1107	6	845	893	939	987	1032	1081	1126
7	852	898	941	990	1035	1082	1125	7	867	913	958	1007	1053	1101	1145
8	871	918	964	1009	1055	1103	1148	8	886	934	981	1027	1073	1122	1168
9	891	938	984	1031	1076	1121	1168	9	907	954	1001	1049	1095	1141	1188
10	913	958	1004	1051	1096	1143	1189	10	929	974	1022	1069	1116	1163	1209
11	934	977	1025	1069	1118	1162	1208	11	950	994	1043	1088	1138	1182	1229
12	952	998	1045	1090	1137	1182	1229	12	969	1016	1063	1109	1157	1203	1250
13	972	1019	1065	1109	1157	1202	1250	13	989	1037	1084	1128	1178	1223	1271
14	993	1038	1086	1132	1176	1223	1269	14	1010	1057	1105	1151	1197	1244	1291
15	1014	1059	1106	1151	1199	1243	1290	15	1031	1078	1125	1171	1220	1265	1313
16	1033	1081	1124	1173	1218	1265	1309	16	1051	1100	1144	1194	1239	1287	1332
17	1053	1102	1145	1193	1237	1286	1329	17	1071	1121	1165	1214	1259	1308	1353
18	0	1120	1167	1212	1257	1304	1349	18	0	1140	1187	1234	1279	1327	1373
19	0	0	1186	1233	1278	1325	1371	19	0	0	1207	1255	1300	1348	1395
20	0	0	0	1253	1300	1344	1391	20	0	0	0	1275	1323	1367	1416
21	0	0	0	0	1319	1367	1411	21	0	0	0	0	1342	1391	1436
22	0	0	0	0	0	1385	1433	22	0	0	0	0	0	1409	1458
23	0	0	0	0	0	0	1453	23	0	0	0	0	0	0	1478

## SUMMER SALARY SCHEDULE

### 2018-19, 2017-18

	L1	L2	L3	L4	L5	L6	L7
1	756	802	851	898	946	993	1042
2	777	824	871	919	968	1015	1062
3	799	845	895	940	987	1035	1084
4	818	865	914	959	1010	1056	1105
5	838	887	935	984	1029	1077	1127
6	860	909	955	1004	1050	1100	1146
7	882	929	974	1025	1072	1120	1165
8	901	951	998	1045	1092	1142	1189
9	923	971	1018	1068	1114	1161	1209
10	945	991	1040	1088	1135	1183	1230
11	967	1012	1061	1107	1158	1203	1251
12	986	1033	1082	1129	1177	1224	1272
13	1006	1055	1103	1148	1198	1244	1294
14	1028	1075	1124	1172	1218	1266	1314
15	1049	1097	1145	1192	1241	1287	1336
16	1070	1119	1164	1214	1261	1310	1355
17	1090	1140	1185	1235	1281	1331	1376
18	0	1160	1208	1255	1301	1351	1397
19	0	0	1228	1277	1323	1372	1419
20	0	0	0	1297	1346	1391	1441
21	0	0	0	0	1366	1415	1461
22	0	0	0	0	0	1434	1483
23	0	0	0	0	0	0	1504

### 2019-20, 2018-19

	L1	L2	L3	L4	L5	L6	L7
1	769	816	866	914	963	1010	1060
2	791	839	887	935	985	1033	1081
3	813	859	911	956	1004	1054	1103
4	832	880	930	976	1027	1074	1124
5	853	903	951	1001	1047	1096	1146
6	875	925	972	1022	1069	1119	1166
7	898	946	991	1043	1091	1140	1186
8	917	967	1015	1063	1111	1162	1209
9	939	988	1036	1086	1133	1181	1230
10	962	1009	1058	1107	1155	1204	1252
11	984	1030	1080	1127	1178	1224	1273
12	1003	1051	1100	1148	1197	1245	1295
13	1024	1073	1122	1168	1219	1266	1316
14	1046	1094	1144	1192	1239	1288	1337
15	1068	1116	1165	1213	1263	1310	1359
16	1088	1139	1184	1236	1283	1333	1379
17	1109	1160	1206	1256	1303	1355	1400
18	0	1180	1229	1277	1324	1374	1421
19	0	0	1250	1299	1346	1396	1444
20	0	0	0	1320	1370	1416	1466
21	0	0	0	0	1389	1440	1487
22	0	0	0	0	0	1459	1509
23	0	0	0	0	0	0	1530

## APPENDIX K OVERLOAD SALARY SCHEDULE

<b>2014-15</b>								<b>2015-16, 2014-15</b>							
	L1	L2	L3	L4	L5	L6	L7		L1	L2	L3	L4	L5	L6	L7
1	704	740	775	811	845	881	918	1	716	753	789	825	860	896	934
2	711	746	781	817	853	889	924	2	723	759	795	831	868	905	940
3	717	753	788	824	860	894	931	3	730	766	802	838	875	910	947
4	725	761	797	831	867	903	938	4	738	774	811	846	882	919	954
5	731	767	802	838	875	909	945	5	744	780	816	853	890	925	962
6	740	775	811	845	881	918	953	6	753	789	825	860	896	934	970
7	746	781	817	853	889	924	959	7	759	795	831	868	905	940	976
8	753	788	824	860	894	931	966	8	766	802	838	875	910	947	983
9	761	797	831	867	903	938	975	9	774	811	846	882	919	954	992
10	767	802	838	875	909	945	980	10	780	816	853	890	925	962	997
11	775	811	845	881	918	953	989	11	789	825	860	896	934	970	1006
12	781	817	853	889	924	959	995	12	795	831	868	905	940	976	1012
13	788	824	860	894	931	966	1002	13	802	838	875	910	947	983	1020
14	797	831	867	903	938	975	1010	14	811	846	882	919	954	992	1028
15	802	838	875	909	945	980	1016	15	816	853	890	925	962	997	1034
16	811	845	881	918	953	989	1024	16	825	860	896	934	970	1006	1042
17	817	853	889	924	959	995	1031	17	831	868	905	940	976	1012	1049
18	0	860	894	931	966	1002	1038	18	0	875	910	947	983	1020	1056
19	0	0	903	938	971	1010	1045	19	0	0	919	954	988	1028	1063
20	0	0	0	945	980	1016	1052	20	0	0	0	962	997	1034	1070
21	0	0	0	0	989	1024	1059	21	0	0	0	0	1006	1042	1078
22	0	0	0	0	0	1031	1067	22	0	0	0	0	0	1049	1086
23	0	0	0	0	0	0	1072	23	0	0	0	0	0	0	1091

<b>2016-17, 2015-16</b>								<b>2017-18, 2016-17</b>							
	L1	L2	L3	L4	L5	L6	L7		L1	L2	L3	L4	L5	L6	L7
1	729	766	802	840	875	912	950	1	742	780	816	854	890	928	967
2	736	772	809	846	883	920	957	2	749	786	823	861	899	936	973
3	742	780	816	853	890	926	964	3	755	793	830	868	906	942	981
4	751	788	825	860	898	935	971	4	764	802	840	875	913	951	988
5	757	794	830	868	906	941	978	5	770	808	845	883	922	958	995
6	766	802	840	875	912	950	987	6	780	816	854	890	928	967	1004
7	772	809	846	883	920	957	993	7	786	823	861	899	936	973	1010
8	780	816	853	890	926	964	1000	8	793	830	868	906	942	981	1018
9	788	825	860	898	935	971	1009	9	802	840	875	913	951	988	1027
10	794	830	868	906	941	978	1015	10	808	845	883	922	958	995	1032
11	802	840	875	912	950	987	1024	11	816	854	890	928	967	1004	1042
12	809	846	883	920	957	993	1030	12	823	861	899	936	973	1010	1048
13	816	853	890	926	964	1000	1037	13	830	868	906	942	981	1018	1056
14	825	860	898	935	971	1009	1046	14	840	875	913	951	988	1027	1064
15	830	868	906	941	978	1015	1052	15	845	883	922	958	995	1032	1070
16	840	875	912	950	987	1024	1060	16	854	890	928	967	1004	1042	1079
17	846	883	920	957	993	1030	1067	17	861	899	936	973	1010	1048	1086
18	0	890	926	964	1000	1037	1075	18	0	906	942	981	1018	1056	1093
19	0	0	935	971	1005	1046	1082	19	0	0	951	988	1023	1064	1101
20	0	0	0	978	1015	1052	1089	20	0	0	0	995	1032	1070	1108
21	0	0	0	0	1024	1060	1096	21	0	0	0	0	1042	1079	1116
22	0	0	0	0	0	1067	1105	22	0	0	0	0	0	1086	1124
23	0	0	0	0	0	0	1110	23	0	0	0	0	0	0	1129

## OVERLOAD SALARY SCHEDULE

### 2018-19, 2017-18

	L1	L2	L3	L4	L5	L6	L7
1	755	793	831	869	906	944	984
2	762	800	837	876	914	953	990
3	769	807	845	883	922	958	998
4	777	816	854	891	929	968	1005
5	784	822	860	898	938	974	1013
6	793	831	869	906	944	984	1021
7	800	837	876	914	953	990	1028
8	807	845	883	922	958	998	1035
9	816	854	891	929	968	1005	1045
10	822	860	898	938	974	1013	1050
11	831	869	906	944	984	1021	1060
12	837	876	914	953	990	1028	1066
13	845	883	922	958	998	1035	1074
14	854	891	929	968	1005	1045	1083
15	860	898	938	974	1013	1050	1089
16	869	906	944	984	1021	1060	1098
17	876	914	953	990	1028	1066	1105
18	0	922	958	998	1035	1074	1113
19	0	0	968	1005	1041	1083	1120
20	0	0	0	1013	1050	1089	1128
21	0	0	0	0	1060	1098	1135
22	0	0	0	0	0	1105	1144
23	0	0	0	0	0	0	1149

### 2019-20, 2018-19

	L1	L2	L3	L4	L5	L6	L7
1	768	807	845	884	922	961	1001
2	775	814	852	891	930	970	1008
3	782	821	859	899	938	975	1015
4	791	830	869	906	946	985	1023
5	797	837	875	914	954	991	1031
6	807	845	884	922	961	1001	1039
7	814	852	891	930	970	1008	1046
8	821	859	899	938	975	1015	1054
9	830	869	906	946	985	1023	1063
10	837	875	914	954	991	1031	1069
11	845	884	922	961	1001	1039	1079
12	852	891	930	970	1008	1046	1085
13	859	899	938	975	1015	1054	1093
14	869	906	946	985	1023	1063	1102
15	875	914	954	991	1031	1069	1108
16	884	922	961	1001	1039	1079	1117
17	891	930	970	1008	1046	1085	1124
18	0	938	975	1015	1054	1093	1132
19	0	0	985	1023	1059	1102	1140
20	0	0	0	1031	1069	1108	1147
21	0	0	0	0	1079	1117	1155
22	0	0	0	0	0	1124	1164
23	0	0	0	0	0	0	1169

**APPENDIX L**  
**MODIFICATIONS TO ROCK VALLEY COLLEGE BENEFIT PLAN**  
**PROGRAM BENEFIT COVERAGE - PPO 1**

<b>Premium Contributions</b>	<b>Effective 1-1-16 through End of Contract</b> - Employee: 22.5% - Spouse, Children & Family: 25%
<b>Individual Deductible</b>	\$1,000 (effective 1-1-16 – 1-1-19) \$1,250 (effective 1-1-19 through End of Contract)
<b>Family Deductible</b>	2x Individual Deductible
<b>Individual Out-of-Pocket Maximum Limit</b>	2x Individual Deductible
<b>Family Out-of-Pocket Maximum Limit</b>	2x Family Deductible
<b>Coinsurance Limits (in/out)    Network</b>	80% in Network/70% Out of Network
<b>Office Visits – Primary Care Physician</b>	Deductible and Co-Insurance
<b>Office Visits – Specialists</b>	Deductible and Co-Insurance
<b>Preventative Care</b> (Routine annual physicals, well-baby exam, immunizations, and other preventative health services as determined by Your Health Care Benefit Program)	100%
<b>Emergency Room</b>	\$200 Co-pay (Effective 7-1-19 \$250 then 80% after deductible)
<b>Prescriptions Retail</b>	\$25/\$50/\$75/\$150 – up to 30 days Generic/Formulary/Non-formulary/Specialty
<b>Prescriptions Mail Order</b>	\$20/\$30/\$50/\$100 – up to 90 days Generic/Formulary/Non-formulary/Specialty
<b>Vision</b>	\$300 Calendar Year Benefit & BCBS Discounts

**APPENDIX L  
MODIFICATIONS TO ROCK VALLEY COLLEGE BENEFIT PLAN**

**PROGRAM BENEFIT COVERAGE - PPO 2**

<b>Premium Contributions</b>		
<b>Effective 1-1-16 through 7-1-16</b>	<b>Non-Wellness</b>	<b>Wellness (Education)</b>
Employee	22.5%	20%
Spouse, Children & Family	25%	22.5%
<b>Effective 7-1-16 through End of Contract</b>	<b>Non-wellness</b>	<b>Wellness (Enrollment)</b>
Employee	22.5%	20%
Spouse, Children & Family	25%	22.5%
<b>Individual Deductible</b>	\$1,500 (effective 1-1-16 – 1-1-19) \$1,750 (effective 1-1-19 through End of Contract)	
<b>Family Deductible</b>	2x Individual Deductible	
<b>Individual OPX Limit</b>	2x Individual Deductible	
<b>Family OPX Limit</b>	2x Family Deductible	
<b>Coinsurance Limits (in/out)</b>	80% In Network/70% Out of Network	
<b>Office Visits – Primary Care Physician</b>	\$20 then 100% \$30 then 100% (effective 7-1-19)	
<b>Office Visits – Specialists</b>	\$40 then 100% \$50 then 100% (effective 7-1-19)	
<b>Preventative Care</b> (Routine annual physicals, well-baby exam, immunizations, and other preventative health services as determined by Your Health Care Benefit Program)	100%	
<b>Emergency Room</b>	\$200 Co-pay (Effective 7-1-19) \$250 then 80% after deductible	
<b>Prescriptions Retail</b>	\$25/\$50/\$75/\$150 – up to 30 days Generic/Formulary/Non-formulary/Specialty	
<b>Prescriptions Mail Order</b>	\$20/\$30/\$50/\$100 – up to 90 days Generic/Formulary/Non-formulary/Specialty	
<b>Vision</b>	\$300 Calendar Year Benefit & BCBS Discounts	

**APPENDIX L  
MODIFICATIONS TO ROCK VALLEY COLLEGE BENEFIT PLAN**

**PROGRAM BENEFIT COVERAGE - HSA**

**Premium Contributions**

<b>Effective 1-1-16 through 7-1-16</b>	<b>Non-wellness</b>	<b>Wellness (Education)</b>
Employee	22.5%	20%
Spouse, Children & Family	25%	22.5%
 <b>Effective 7-1-16 through End of Contract</b>	 <b>Non-wellness</b>	 <b>Wellness (Enrollment)</b>
Employee	22.5%	20%
Spouse, Children & Family	25%	22.5%

**Employer contributes 50% of employee deductible  
(All parameters apply after deductible has been met)**

<b>Individual Deductible</b>	\$2,500 (effective 1-1-16 for 3 years) \$3,000 (effective 1-1-20)
<b>Family Deductible</b>	2x Individual Deductible
<b>Individual OPX Limit</b>	2x Individual Deductible
<b>Family OPX Limit</b>	2x Family Deductible
<b>Coinsurance Limits (in/out)</b>	80% In Network/70% Out of Network
<b>Office Visits – Primary Care Physician</b>	Deductible and Co-Insurance
<b>Office Visits – Specialists</b>	Deductible and Co-Insurance
<b>Preventative Care</b> (Routine annual physicals, well-baby exam, immunizations, and other preventative health services as determined by Your Health Care Benefit Program)	100%
<b>Emergency Room</b>	\$200 Co-pay (Effective 7-1-19) \$250 then 80% after deductible
<b>Prescriptions Retail</b>	\$25/\$50/\$75/\$150 – up to 30 days Generic/Formulary/Non-formulary/Specialty
<b>Prescriptions Mail Order</b>	\$20/\$30/\$50/\$100 – up to 90 days Generic/Formulary/Non-formulary/Specialty
<b>Vision</b>	\$300 Calendar Year Benefit & BCBS Discount



**APPENDIX L  
MODIFICATIONS TO ROCK VALLEY COLLEGE BENEFIT PLAN**

**PROGRAM BENEFIT COVERAGE – Dental & Working Spouse Rule**

**Dental**

**Diagnostic & Preventative Services  
and Misc. Services**                      100% of maximum allowance

**Orthodontics**                              50% of maximum allowance  
   \$1,500 Lifetime Max

Separate from the health care cost for employee contributions. Faculty can choose dental coverage singularly or in addition to health care coverage using the same contribution percentage as Healthcare.

**Working Spouse Rule**

Spouses or domestic partners of employees may not take insurance through the College's plan if they may obtain (or are offered) health insurance through the spouse's or domestic partner's employer. Employees whose spouse or domestic partner seeks coverage under the College plan must complete an affidavit attesting under oath that they do not have and have not been offered or cannot obtain health insurance under their employer plan.  
(Effective 1-1-16)

**APPENDIX L**  
**MODIFICATIONS TO ROCK VALLEY COLLEGE BENEFIT PLAN**

**Domestic Partnership Affidavit**

**I. DECLARATION**

We, \_\_\_\_\_ and \_\_\_\_\_  
(Member - PRINT NAME) (Domestic Partner – PRINT NAME)

certify and declare that we are domestic partners in accordance with the following criteria and that we, and our dependent children, are eligible for Medical, Vision, Pharmacy, and Dental benefits under the Rock Valley College Health Insurance Plan.

**II. DOMESTIC PARTNER CRITERIA**

1. We are each other's sole domestic partner and intend to remain so indefinitely.
2. We understand that if the Domestic Partner's coverage is terminated due to non-payment of premium, the Member cannot re-enroll the Domestic Partner until the next Open Enrollment
3. Neither of us is currently married or legally separated. We would marry each other if given the legal right to do so.
4. We are at least nineteen (19) years of age and mentally competent to consent to this affidavit.
5. We have continuously resided together in the same residence for at least twelve (12) months and intend to do so indefinitely.
6. We are unrelated and share a committed and mutually dependent relationship with each other that is consistent with that of a married couple.
7. We are the same sex and for this reason are unable to marry each other under Illinois law.
8. We are jointly responsible for each other's common welfare and share financial obligations.

**III. TAX CONSEQUENCES OF DOMESTIC PARTNER AS A DEPENDENT**

We understand that it is our responsibility to consult a tax advisor before certifying that the Domestic Partner is a dependent as defined by the Internal Revenue Code. We understand that by answering "YES, my Domestic Partner qualified as my dependent for Federal income tax purposes" on the Domestic Partner Enrollment form, contributions made for the Domestic Partner's coverage will be on a pre-tax basis and will not be reported as imputed income on the Member's W2. We understand that by answering "NO, my Domestic Partner does not qualify as my dependent for Federal income tax purposes," contributions made for the Domestic Partner's coverage will be on a post-tax basis and will be reported as imputed income on the Member's W2.

#### **IV. CHANGE IN DOMESTIC PARTNERSHIP**

1. We understand that we are required to notify Rock Valley College within thirty-one (31) days of a change in our status as domestic partners as required by submitting a Termination of Group Insurance Coverage for Domestic Partner form to the agency Group Insurance Representative (GIR).
2. We understand that if we elect to terminate the Domestic Partner's coverage for such reasons as the Domestic Partner becoming eligible for other coverage, or the Domestic Partner becomes ineligible for the Rock Valley College Group Insurance Program (for example, relationship terminates, either partner marries, etc.), coverage under the Program will be terminated as of the signature date on the Termination of Group Insurance Coverage for Domestic Partner form.

#### **V. DOMESTIC PARTNER DOCUMENTATION**

**To qualify for eligibility, the following documentation must be provided to Rock Valley College:**

1. Signed Affidavit of Domestic Partnership
2. Designation of domestic partner as a beneficiary for RVC life insurance and SURS retirement contract.

#### **VI. ACKNOWLEDGEMENTS**

1. We understand that any person/employer/insurer/claims administrator who suffers any loss due to false statements contained in this Affidavit may bring civil action against either or both of us to recover their losses, including reasonable attorney's fees.
2. We have provided the information in this Affidavit for use by Rock Valley College for the sole purpose of determining eligibility for domestic partner benefits. We understand that this information will be held confidential and will be subject to disclosure only upon our express written authorization, pursuant to a court order or if there is a compelling-business need to have access to the information.
3. We understand that this Affidavit may have legal implications relating to, for example, our ownership of property or taxability of benefits provided, and that before signing this Affidavit, it is our responsibility to seek competent legal and accounting advice concerning such matters.
4. We agree to reimburse Rock Valley College for any and all liability including, without limitation, taxes, penalties or losses (including reasonable attorney's fees), that Rock Valley College may incur arising out of its reliance on this affidavit if it is untrue in any respect or if the required notice of termination is not filed.

**APPENDIX L  
MODIFICATIONS TO ROCK VALLEY COLLEGE BENEFIT PLAN**

**Domestic Partnership Affidavit**

We declare, under penalty of perjury under the laws of the State of Illinois that the assertions in this affidavit are true to the best of our knowledge

Member and Domestic Partner's Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Member Signature \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Member Date of Birth \_\_\_\_\_ Member SSN \_\_\_\_\_

\_\_\_\_\_  
Domestic Partner Signature \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Domestic Partner Date of Birth \_\_\_\_\_ Domestic Partner SSN \_\_\_\_\_

**BENEFITS STAFF USE ONLY**

DATE: \_\_\_\_\_

Birth Certificate attached      or       Driver's License/State ID attached

\_\_\_\_\_  
Documentation Meets Requirements       Yes       No

\_\_\_\_\_  
*If documentation does not meet requirements, indicate reason on lines below:*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_ Approval Date: \_\_\_\_\_

**APPENDIX L  
MODIFICATIONS TO ROCK VALLEY COLLEGE BENEFIT PLAN**

**ROCK VALLEY COLLEGE GROUP HEALTH AND DENTAL PLAN  
WORKING SPOUSE/ SAME SEX DOMESTIC PARTNER (SSDP)  
CARVE-OUT FORM**

The Working Spouse/Domestic Partner rule requires employed spouses and registered domestic partners of covered employees to join their employer's group health and dental plan (for at least "single" coverage) if credible coverage is available. Your spouse/domestic partner's eligibility for plan coverage will not be considered until this form is fully accomplished and returned.

**Complete this questionnaire if you wish to enroll your spouse/domestic partner for coverage under a RVC Group Health and Dental Plan.**

Employee Name \_\_\_\_\_ Employee # \_\_\_\_\_

Spouse/Domestic Partner Name \_\_\_\_\_ SSN# \_\_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

Name of Spouse/Domestic Partner's Employer \_\_\_\_\_

**Please answer questions 1-4 below. (If you answer "No" to all questions, proceed to questions 4-5 below):**

1.  Yes  No My spouse/domestic partner is currently unemployed.
2.  Yes  No My spouse/domestic partner is retired and is not actively employed.
3.  Yes  No My spouse/domestic partner is self-employed and does not have access to a group health plan.

**If you answered "Yes" to any of the above questions:** Your spouse/domestic partner will be eligible for coverage under RVC Group Health and Dental Plan as long as the condition applies.

**If you answered "No" to Question 1, 2, or 3, please answer the following question:**

4.  Yes  No My spouse/domestic partner is employed but does not currently have access to a group **health** plan.
5.  Yes  No My spouse/domestic partner is employed, but does not currently have access to a group **dental** plan.

**If you answered "Yes" to question 4 and/or 5: Page 2 of this form must be completed by a representative of your spouse/domestic partner's employer and returned to your Rock Valley College Human Resources Department before your spouse/domestic partner plan coverage will be considered.**

**Employee Acknowledgment**

If my spouse/domestic partner's employment status changes in the future, I understand that I am responsible for completing a new enrollment form and the Questionnaire for Health and Dental Coverage of a Spousal/Domestic Partner within 31 days of the employment status change. In addition, by my spouse/domestic partner's signature below, authorization is given to his/her employer to release the required dependent information indicated on Page 2 of this form. I understand that failure to notify Rock Valley College of my spouse/domestic partner's employment change or falsifying his/her employment status is fraud and could result in financial penalty, loss of coverage and/or possible termination of employment.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contact Phone Number

\_\_\_\_\_  
Spouse/Domestic Partner's Signature

\_\_\_\_\_  
Date

**Return completed form to your HR Department (forwarding information on Page 2)**

**APPENDIX L  
MODIFICATIONS TO ROCK VALLEY COLLEGE BENEFIT PLAN**

**ROCK VALLEY COLLEGE GROUP HEALTH AND DENTAL PLAN  
WORKING SPOUSE/SAME SEX DOMESTIC PARTNER  
CARVE-OUT FORM**

Name of Rock Valley College Employee \_\_\_\_\_ Employee # \_\_\_\_\_

**BELOW TO BE COMPLETED BY EMPLOYER OF SPOUSE/DOMESTIC PARTNER**

Rock Valley College (RVC) Group Health and Dental Plan requires spouses/domestic partners of covered employees to join their employer's group health plan where such availability to coverage exists.

Spouse/Domestic Partner Name \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Last Four of SS#: \_\_\_\_\_

**PLEASE CHECK THE APPROPRIATE BOX BELOW:**

Is your employee eligible for employer-sponsored **health** coverage that meets the minimum ACA requirement?

Yes  No

Is your employee eligible for employer-sponsored **dental** coverage?

Yes  No

\_\_\_\_\_  
Name of Employer

\_\_\_\_\_  
Employer Representative Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Printed Name & Title of Employer Representative

**Direct inquiries and return completed form to:**

**Rock Valley College  
Human Resources Department  
3301 N Mulford Road  
Rockford, IL 61114-5699**

**Fax: 815-921-4769**

**E-mail: [e.adame@rockvalleycollege.edu](mailto:e.adame@rockvalleycollege.edu)**

**APPENDIX M**  
**MEDICAL, VISION & DENTAL INSURANCE CONTRIBUTION SCHEDULE**  
**2016-2020**

**PPO 1**

	<b>Employee Only</b>	<b>Employee + Spouse</b>	<b>Employee + Children</b>	<b>Family</b>
<b>1-1-16 through End of Contract</b>	22.5% of Est. Healthcare Costs	25% of Est. Healthcare Costs	25% of Est. Healthcare Costs	25% of Est. Healthcare Costs

**PPO 2 & HSA – Non-wellness**

	<b>Employee Only</b>	<b>Employee + Spouse</b>	<b>Employee + Children</b>	<b>Family</b>
<b>1-1-16 through End of Contract</b>	22.5% of Est. Healthcare Costs	25% of Est. Healthcare Costs	25% of Est. Healthcare Costs	25% of Est. Healthcare Costs

**PPO 2 & HSA – Wellness**

	<b>Employee Only</b>	<b>Employee + Spouse</b>	<b>Employee + Children</b>	<b>Family</b>
<b>Wellness Education 1-1-16 through 7-1-16</b>	20% of Est. Healthcare Costs	22.5% of Est. Healthcare Costs	22.5% of Est. Healthcare Costs	22.5% of Est. Healthcare Costs
<b>Wellness Enrollment 7-1-16 through End of Contract</b>	20% of Est. Healthcare Costs	22.5% of Est. Healthcare Costs	22.5% of Est. Healthcare Costs	22.5% of Est. Healthcare Costs

**Dental**

	<b>Employee Only</b>	<b>Employee + Spouse</b>	<b>Employee + Children</b>	<b>Family</b>
<b>1-1-16 through End of Contract</b>	22.5% of Est. Dental Costs	25% of Est. Dental Costs	25% of Est. Dental Costs	25% of Est. Dental Costs

## APPENDIX N

### ROCK VALLEY COLLEGE BOARD POLICY 3:30.090

#### FAMILY AND MEDICAL LEAVE

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##### 1. FAMILY AND MEDICAL LEAVE DEFINED:

In accordance with and subject to the *Family and Medical Leave Act of 1993* (the "FMLA"), unpaid leaves of absence are available to eligible Rock Valley College employees for certain enumerated reasons. The College will grant an eligible employee up to a total of 12 work weeks during any rolling 12 month period to take FMLA leave when the employee is unable to work because of the following reasons:

- a) The birth and first-year care of a child;
- b) The placement of a child with an employee in connection with the adoption or foster care of a child by an employee;
- c) To care for a child, parent or spouse who has a serious health condition, as those terms are defined by the FMLA;
- d) The employee's own serious health condition that makes the employee unable to perform one or more of the essential functions of his or her position;
- e) The existence of a qualifying exigency arising out of the fact that the employee's spouse, child, or parent is a military member on covered active duty (or has been notified of an impending call or order to covered active duty service). "Qualifying exigencies" exist in the following categories: short-notice deployment, military events and related activities, childcare and school activities, financial and legal arrangements, counseling, rest and recuperation, post-deployment activities, parental care and additional activities as provided in the FMLA regulation; or
- f) To care for the employee's spouse, child, parent, or next of kin who is a covered servicemember with a serious injury or illness. A "covered servicemember" means (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or (2) a covered veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness. *Covered veteran* means an individual who was a member of the Armed Forces (including a member of the National Guard or Reserves), and was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran.

To be eligible for FMLA leave, an employee must:

- a) have been employed by Rock Valley College for at least a total of 12 months prior to the event giving rise to the need for leave;
- b) have been employed for at least 1250 hours of service over the 12-month period immediately preceding the commencement of the leave; and



- c) be employed at a worksite where Rock Valley College employs at least 50 employees within a 75 mile radius of that worksite.

Spouses employed by the College are jointly entitled to a combined total of 12 work weeks of family leave for the birth or placement of a child for adoption or foster care, and to care for a dependent child or parent (but not a parent-in-law) who has a serious health condition as defined in the regulations implementing the FMLA. Spouses employed by the College are entitled to a combined total of 26 weeks if a qualifying exigency arising out of the fact that the employee's spouse, child, or parent is a military member on covered active duty exists.

Family leave is unpaid. However, employees on FMLA leave must use accrued vacation, personal or family leave for the birth or placement of a child for adoption or foster care. Employees must also use vacation, personal and/or sick leave to care for an immediate family member (spouse, child or parent, but not parent-in-law) or the employee's own serious health condition prior to being placed in unpaid status. If and when all available paid time off is exhausted, the remainder of the medical leave shall be unpaid. Employees are required to use available paid time off first, before unpaid leave is granted.

## **2. JOB PROTECTION/REINSTATEMENT:**

Upon return from an approved family or medical leave that is equal to or less than the aggregate maximum of 12 weeks required by law, an employee will be restored to his or her original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions. An employee is not entitled to job protection within the aggregate leave exceeds 12 weeks in any rolling 12 month period.

However, Rock Valley College may refuse to reinstate:

- a) certain highly paid "key" employees after using family or medical leave. "Key employee is an eligible salaried employee who is among the highest paid ten percent of employees. Such employees would be notified of their status as a "key" employee in response to the employee's notice of intent to take family or medical leave. The employee would be offered a reasonable opportunity to work. A final determination as to whether reinstatement will be denied will be made at the end of the leave period if the employee requests restoration.
- b) employees who would have been laid off or otherwise had their employment terminated had they continued to work during the period the family or medical leave was used.

## **3. REQUESTING FAMILY OR MEDICAL LEAVE:**

An employee requesting family or medical leave is required to:

- a) provide 30-day advance notice before the leave is to begin to his/her supervisor and the Vice President of Human Resources when the need for FMLA leave is foreseeable. Where the need for leave is not foreseeable, the employee must give notice as soon as possible (within 1 to 2 business days of learning of the need for leave, except in extraordinary circumstances). Employees must provide at least verbal notice sufficient to make the College aware of their need for FMLA leave, and the anticipated timing and duration of the leave. Failure to provide such notice may be grounds for delay in granting the leave;

- b) within fifteen calendar days after the request for FMLA certification is made, provide a medical certification from the employee or family member's health care provider supporting the need for a leave due to the employee's own serious health condition or that of an immediate family member. When the leave is to care for a covered servicemember with a serious illness or injury, the employee must provide a certificate completed by an authorized health care provider for the covered servicemember and any other additional information in accordance with the FMLA's regulations. When the leave is because of a qualified exigency, the employee must provide a copy of the covered military member's active duty orders or other documentation issued by the military indicating that the covered military member is on active duty or call to active duty status in support of a contingency operation, the dates of the covered military member's active duty service and any other additional information in accordance with the FMLA's regulations. Failure to provide a satisfactory certification may result in a denial or postponement of a leave;
- c) provide periodic, (normally every thirty (30) days) written updates to the Vice President of Human Resources during the leave on the employee's status and intent to return to work.

The Human Resources Department will require clarification or authentication of medical certification that is incomplete or insufficient as needed in accordance with the FMLA.

#### **4. INTERMITTENT FAMILY AND MEDICAL LEAVE**

An eligible employee may take FMLA leave on an intermittent basis in accordance with the FMLA's regulations. An employee needing intermittent leave must consult with the College regarding the scheduling of such leave so as to minimize the disruption to the College's operations.

#### **5. VACATION ACCRUAL AND GROUP HEALTH COVERAGE WHILE ON LEAVE:**

An employee on family or medical leave is not eligible to accrue vacation time.

An employee on family or medical leave will continue in the group health insurance, life insurance and long-term disability programs under the same terms and conditions that the employee was covered prior to the leave. The employee is responsible for paying the employee's portion of the premiums associated with these programs while on FMLA leave. The obligation of Rock Valley College to continue an employee's medical coverage shall cease if the employee's premium payment is more than thirty (30) days late or informs Rock Valley College of an intent not to return to work at the end of a leave period. In the event either of the foregoing occur, or if the employee fails to return to work when the leave entitlement is used up, the employee shall be responsible for reimbursing the College for the employer-paid portion of the employee's benefits premiums. When an employee exhausts his or her FMLA leave and is unable to return to work, the employee will be entitled to continuing medical insurance coverage under COBRA.

#### **6. MEDICAL CERTIFICATION TO RETURN TO WORK**

Upon return from a leave resulting from the employee's own serious health condition, the employee must provide the College's Human Resources Department with certification from a health care provider indicating that the employee is fit to return to work and able to perform the

essential duties of his or her job. The College may deny the employee's return to work until the medical certification is submitted.

## **7. ADMINISTRATION OF POLICY**

Rock Valley College intends to administer this policy in accordance with the requirements of the FMLA and any other applicable law pertaining to family and medical leaves. Therefore, this policy will be interpreted and applied in a manner that accords with all applicable legal regulations and requirements. Any leave of absence that is granted to an eligible employee under this policy or any other College policy, including but not limited to the Worker's Compensation policy, for a purpose specified above shall run concurrently and be credited against the 12-week benefit contained in this policy to the extent permitted by applicable law.

## **8. EXIGENCY AND SERVICEMEMBER FAMILY LEAVE**

In accordance with the National Defense Authorization Act, an eligible employee who is the family member of a covered servicemember is permitted to take up to 26 work weeks of leave in a single 12-month period to care for a covered servicemember with a serious illness or injury incurred in the line of duty on active duty. Additionally, the 12-work weeks of job protection provided by Rock Valley College's FMLA policy will be available to eligible employees with a covered military member serving in the National Guard or Reserves to use for any "qualifying exigency" arising out of the fact that a covered military member is on active duty or called to active duty status in support of a contingency operation. Accordingly, all eligible employees shall be entitled to Exigency and Servicemember Family Leave, on a gender neutral basis, provided leave is taken in accordance with the following provisions.

Applicable Definitions and Limitations.

### **A. Definitions**

- (1) "Covered Servicemember," as used herein, shall mean a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is in outpatient status, or is otherwise on the temporary disability retired list, for a serious illness or injury incurred in the line of duty.
- (2) "Qualified Exigency," as used herein, shall be defined to include one or more of the following exigencies as provided in the U.S. Department of Labor ("DOL") Regulations implementing the Military Family Leave provisions of the *Family and Medical Leave Act*:
  - (a) Short-notice deployment (for up to seven calendar days beginning on the date a covered military member is notified of an impending call or order to active duty in support of a contingency operation);
  - (b) To attend military events and related activities;
  - (c) For childcare and school activities as enumerated by the DOL Regulations (29 C.F.R. Section 825.106(a)(3));
  - (c) To make or update financial or legal arrangements to address the covered military member's absence while on active duty or call to active duty status or to

act as the Covered Servicemember's representative before a federal, state or local agency to obtain, arrange, or appeal military benefits while the Covered Servicemember is on active duty or call to active duty status;

(e) To attend counseling provided by someone other than a health care provider for oneself, for the Covered Servicemember, or the Covered Servicemember's child or stepchild, provided that the need for counseling arises from the active duty or call to active duty status of the Covered Servicemember;

(f) To spend time with a Covered Servicemember who is on short-term, temporary rest and recuperation leave during the period of deployment (for up to five days for each instance of rest and recuperation);

(g) To attend post-deployment activities and address issues arising from the death of a Covered Servicemember while on active duty status; and

(h) To address other events which arise out of the Covered Servicemember's active duty or call to active duty status provided that the College and the employee agree that such leave shall qualify as an exigency, and agree to both the timing and duration of such leave.

**B. Eligibility.** To be eligible for Exigency or Servicemember Family Leave, an employee must either:

- (1) have been employed for at least twelve (12) months (the 12 months need not be consecutive);
- (2) have been employed for at least 1,250 hours of service during the previous twelve (12) month period immediately before the beginning of the leave; and
- (3) be employed at a worksite where Rock Valley College employs at least 50 employees within 75 miles of that worksite.

The twelve (12) month period during which the twelve (12) weeks of Exigency leave entitlement occurs shall be calculated based upon a rolling 12-month basis.

**C. Exigency Leave.** Eligible employees shall be entitled to a total of twelve (12) work weeks of unpaid leave during the twelve (12) month period because of any "Qualifying Exigency" arising out of the active duty or call to active duty in the Armed Forces in support of a contingency operation of the employee's spouse, son, daughter or parent, subject to the following:

- (1) the employee must state a qualifying reason for the needed leave to allow the College to determine whether the purpose for the leave is one allowed under the Act;
- (2) leave may be taken on an intermittent basis (in separate blocks of time) or reduced schedule (reducing the usual number of hours per week or per day) because of a "Qualifying Exigency," subject to the requirements and limitations set forth in the FMLA Regulations; and
- (3) the College may require requests seeking leave due to a "Qualifying Exigency" be supported by a signed Certification of Qualifying Exigency for Military Leave in the form provided by Rock Valley College.

**D. Servicemember Family Leave.** Eligible employees (the spouse, son, daughter, parent, or next of kin of a Covered Servicemember) shall be entitled to a total of twenty-six (26) work weeks of unpaid leave during a single twelve (12) month period to care for a Covered Servicemember (beginning the first day the eligible employee takes leave to care for a Covered Servicemember) provided that the Covered Servicemember's injury or illness renders him or her medically unfit to perform duties of the member's office, grade, rank or rating, subject to the following:

- (1) the employee must state a qualifying reason for the leave to allow the College to determine whether the purpose for the leave is one allowed under the Act;
- (2) a husband and wife who are both employed by the College and both eligible for leave, are only permitted to take a combined total of twenty-six (26) weeks of leave during a single twelve (12) month period;
- (3) leave to care for a Covered Servicemember and leave for any other FMLA-qualifying event may not exceed twenty-six (26) weeks in a single twelve (12) month period;
- (4) leave may be taken on an intermittent basis (in separate blocks of time due to a single illness or injury) or reduced schedule (reducing the usual number of hours per week or per day) if medically necessary; and
- (5) The College may require that requests seeking leave for Servicemember Family Leave be supported by medical certification from the Covered Servicemember's health care provider sufficient to establish that the Covered Servicemember is in need of care. Such medical certification must be submitted within 15 calendar days after the Superintendent or his or her designee requests the certification.

In cases where the College has reason to doubt the validity of a medical certification it may seek authentication or clarification in accordance with DOL Regulations (29 C.F.R. Section 825.307(a)).

The College reserves the right to request certification at a later date in cases where it does not initially request medical certification to support the leave request but it later has reason to question the appropriateness or duration of the leave. The College may deny a leave request, for foreseeable leaves, or deny continuation of leave, for unforeseeable leaves, until the employee provides the required certification.

**E. Substitution of Paid Leave.** Other available paid vacation, personal or family leave must be substituted for Exigency and Servicemember leave prior to being placed in unpaid status. Where leave is necessitated by the care for a seriously ill or injured Servicemember, sick leave must be used prior to an employee being placed in unpaid status. Any substitution required by this policy will count towards the employee's Exigency or Servicemember Family Leave entitlement. The College will pay sick leave only under circumstances permitted by the applicable sick leave policy. Use of Exigency or Servicemember Family Leave shall not necessarily preclude the use of other applicable unpaid leave that will extend the employee's leave beyond 12 weeks, or 26 weeks where

applicable, provided that the use of Exigency or Servicemember Family Leave shall not serve to extend such other unpaid leave.

- F. Notice.** When practicable, employees must provide at least 30 days' notice to the College of the date when a leave is to begin. If 30 days' notice is not practicable, the notice must be given as soon as practicable. Employees shall provide at least verbal notice sufficient to make the College aware that he or she needs Exigency or Servicemember Family Leave, and the anticipated timing and duration of the leave. Failure to give the required notice may result in the delay in granting the requested leave until at least 30 days after the date the employee provides notice.
- G. Continuation of Health Benefits.** During Exigency or Servicemember Family Leave, employees are entitled to continuation of health benefits that would have been provided if they were working. If the College contributes a portion of an employee's health plan premiums during a period of unpaid Exigency or Servicemember Family Leave, it may recover the amount of such payments if the employee fails to return to work after such leave has been exhausted or expires, as provided under the FMLA.
- H. Return to Work.** An employee returning from Exigency or Servicemember Family Leave will be given an equivalent position to his or her position before the leave, subject to the College's reinstatement policies and practices set forth in its FMLA policy and FMLA regulations.
- I. Implementing Procedures:** Rock Valley College may develop procedural guidelines to implement this policy consistent with the Family and Medical Leave Act.

Reference: Board Report 6575  
Implemented: January 16, 2009  
Revised: April 8, 2014

# APPENDIX O

Board Report #6629  
June 30, 2009

## MEMORANDUM OF AGREEMENT - CLINICAL SKILLS NURSING INSTRUCTOR POSITION

This Memorandum of Agreement entered into between the Board of Trustees of Rock Valley College (the "College") and the Rock Valley College Faculty Association, Local 6211 IFT/AFT (the "Association"), to facilitate incorporation of the position of Clinical Skills Nursing Instructor into the current full-time faculty bargaining unit based upon the Association's petition.

WHEREAS, the Association petitioned the Illinois Educational Labor Relations Board for the inclusion of the positions of Instructional Lab Faculty/Clinical Skills Instructor, Nursing and Instructional Lab Coordinator/Clinical Skill Instructor (hereinafter referred to as the "Original Positions") in the fulltime faculty bargaining unit;

WHEREAS, the College asserted an objection to the inclusion of the Original positions based upon a lack of community of interest;

WHEREAS, the parties have engaged in collaborative discussions regarding the Association's petition for the inclusion of the Original Positions in the full-time faculty bargaining unit and have mutually agreed to enhance the teaching duties and qualifications of the Original Positions, through the "Grow Our Own Nursing Faculty" program, to create a new position of Clinical Skills Nursing Instructor, which will have sufficient community of interest with the fulltime faculty to permit inclusion of the position in the full-time faculty bargaining unit; WHEREAS, the parties wish to resolve this matter to permit inclusion of the newly-created position of Clinical Skills Nursing Instructor in the full-time faculty bargaining unit effective July 1, 2009, subject to certain modifications to terms and conditions in the Collective Bargaining Agreement between the College and the Association (the 'CBA') consistent with the unique duties and responsibilities of the Clinical Skills Nursing Instructor position.

NOW, THEREFORE, in consideration of the promises, undertakings and agreements of the parties hereto, it is hereby agreed to by the College and the Association as follows:

1. Definition of Bargaining Unit. The parties agree to submit the following bargaining unit definition to the Illinois Educational Labor Relations Board for use in the IELRB's Certification of Representative which will be issued in response to the Association's petition:

Included: All fulltime faculty members with nine-month employment contracts who have a standard academic year workload of 28-32 contact hours and/or contact hour equivalents and any full-time faculty members hired into existing or new faculty positions, professional reading specialists, math specialists and communications specialists who currently have twelve month employment contracts and whose regular assigned workload is forty (40) hours per week, the regular full-time librarian positions of Reference Coordinator, Technical Services Coordinator, Instructional Librarian, Systems Librarian and Outreach Coordinator/Archivist and the position of full-time Clinical Skills Nursing Instructor.

Excluded:

All classified employees and any supervisory, managerial, confidential, short-term or part-time academic employees as defined by Section 2 of the Illinois Educational Labor Relations Act.

2. Recognition Clause. The parties agree that Section 1.3.4 of the CBA, Definition of Bargaining Unit, shall read as follows:

The bargaining unit shall consist of full-time faculty members, librarians and Clinical Skills Nursing Instructors as defined in the IELRB Certification of Representative dated June

30, 2009 and specifically excludes all classified employees and any Dean, managerial, confidential, short-term and part-time academic employees as defined by Section 2 of the IELRA.

2. Inclusion in the Unit. The parties agree to enhance the teaching duties and qualifications of the Original Positions, through the "Grow Our Own Nursing Faculty" program, to create a new position of Clinical Skills Nursing Instructor. The parties further agree to the job description for the Clinical Skills Nursing Instructor attached hereto as Exhibit A and incorporated herein. The Clinical Skills Nursing Instructor faculty position shares a community of interest with the full-time faculty positions sufficient to allow this new position to be included in the full-time faculty bargaining unit. Accordingly, the position of Clinical Skills Nursing Instructor will be included in the unit effective July 1, 2009 and will be subject to the terms and conditions of employment set forth in the CBA as of July 1, 2009.
3. Addition of Collective Bargaining Agreement Provisions. The parties further agree to amend the current CBA to facilitate inclusion of the Clinical Skills Nursing Instructor position into the full-time faculty bargaining unit solely by adding and/or modifying the follow provisions: Sections 1.3.4, 6.1, 6.2.4, and 6.4 of the CBA which will read as shown in Group Exhibit B attached hereto and made a part hereof.
4. Assessment and Evaluation of Clinical Skills Nursing Instructor Faculty. The parties agree that the position of Clinical Skills Nursing Instructor shall be assessed and evaluated pursuant to the evaluation procedures set forth in Section 5.9.4 of CBA for faculty members.
5. College's withdrawal of objection to petition. In exchange for the Association's agreement to include the position of Clinical Skills Nursing Instructor in the full-time faculty bargaining unit, under the terms and conditions as set forth in this Memorandum of Agreement, the College agrees to withdraw its pending objection to the petition filed by the Association. The College will withdraw its objection within ten (10) days of execution of this Memorandum of Agreement.
6. Non-precedential effect. The College and the Association acknowledge and agree that the resolution of this matter is based solely on the unique circumstances involved in including the Clinical Skills Nursing Instructors in the current full-time faculty bargaining unit. The parties agree that this Memorandum of Agreement will not bind them with respect to the treatment of any other employment position within the College with regard to the terms and conditions of employment or inclusion in the full-time faculty bargaining unit. Parties further agree that this Memorandum of Agreement is no way intended to re-open for negotiation the CBA between the College and the Association and that the terms herein are intended to only apply to the position of Clinical Skills Nursing Instructor subject to inclusion in the bargaining unit. In addition, the parties agree not to submit this Memorandum of Agreement in any labor arbitration or state or federal administrative or judicial court as evidence of the parties' alleged past practice regarding the parties' treatment of any future request by College employees for terms and conditions of employment under the CBA or request for inclusion in the full-time faculty bargaining unit.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 30th day of June, 2009.

Rock Valley College Faculty Association, Local 6211 IFT-AFT

RVC Board of Trustees

By: Brian Shelton, Association President      Date: 6/30/2009

By: Kenneth C. Nelson, Chairperson      Date: 6/30/2009  
By: Michael D. Olson,      Date: 6/30/2009



## APPENDIX P

### CHE for Courses Schedule with Additional CHE Assignments

Course	Credit Hours	Contact Hours	Stipend
ENG, 099, 101, 103, 108, 110, 201, 206, 207, 208, 209, 210	3	4	
ENG 082, 097	4	5	
CHM-099		5	
JRN 122, 123	3	4	
JRN 139	2	3	
ECE 204	4	2**	
CRM 291	1-4	2**	
HSR 205	1-4	2**	
RSP 132, 231, 232	3	4	
CIS 142, 143, 180, 181, 182, 184, 240, 254, 276, 277, 279	4	4	
WEB 101, 102, 230, 233, 235	4	4	
BIO 104, 107	1	5/semester	

*\*\* Paid to instructor regardless of enrollment*

# APPENDIX Q

## MEMORANDUM OF UNDERSTANDING RETIREMENT INCENTIVE

**THIS MEMORANDUM OF UNDERSTANDING** is made and entered by and between the Board of Trustees of Community College District No. 511, Rock Valley College (the “College”) and the Rock Valley College Faculty Association Local 6211 IFT-AFT (the “Association”) to memorialize the agreements between the College and the Association’s concerning a retirement incentive program.

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

**WHEREAS**, the College and the Association have completed the bargaining of a successor agreement to the 2012-2015 Collective Bargaining Agreement with said successor agreement effective through June 31, 2020;

**WHEREAS**, the College and the Association have agreed to a retirement incentive program to recognize faculty who have provided long service to the College and facilitate planning , as set forth below; and

**NOW THEREFORE** in consideration of the promises and mutual undertakings and agreements of the parties hereto, it is hereby agreed by the College and the Association as follows:

1. The Benefit

- a. Effective January 1, 2016 through June 30, 2018: Eligible faculty members will receive an up to 6% increase in base pay in the fiscal year in which they retire if they meet the eligibility requirements set forth herein and provide an irrevocable written notice of retirement to the College’s Vice President of Human Resources on or before the November 30<sup>th</sup> in the fiscal year of the faculty member’s retirement. The retirement notice must be for a retirement effective on the June 30<sup>th</sup> of the fiscal year in which the notice is given. (For example, a faculty member planning to retire effective June 30, 2017 must give notice by November 30, 2016.) The increase will be applied retroactively to July 1<sup>st</sup> of the fiscal year in which notice is given.
- b. Effective July 1, 2018 through June 30, 2020: Eligible faculty members will receive an up to 6% increase in base pay in each of the two fiscal years before retirement if they meet the eligibility requirements set forth herein and provide an irrevocable written notice of retirement to the College’s Vice President of Human Resources on or before the November 30<sup>th</sup> in the fiscal year which precedes the faculty member’s year of retirement. The retirement notice must be for a retirement effective on the June 30<sup>th</sup> of the fiscal year following the fiscal year in which notice is given. (For example, a faculty member

planning to retire effective June 30, 2020 must give notice by November 30, 2018.) The increase will be applied retroactively to July 1<sup>st</sup> of the fiscal year in which notice is given.

2. Eligibility

To be eligible for the retirement incentive set forth in Paragraph 1, The Benefit, faculty members must meet one of the following criteria at the time notice of retirement is provided:

- a. 62 years old and 15 years of RVC service;
- b. 55 years old and 20 years of RVC service; or
- c. Any age with 30 years of RVC service.

Further to be eligible, there must be no additional SURS contribution or penalty on the College as a result of the faculty member's retirement.

3. Limitation

The parties understand and agree that participation in this incentive is limited to five faculty members annually. The benefit will be granted on a first come first served basis within such limitation.

4. The 6% Cap

The parties further understand and agree that in no event will the College increase eligible faculty member's annual earnings through application of this agreement by more than 6% of the faculty member's previous fiscal year salary. Earnings for purposes of this provision are defined as any earnings used to calculate the Final Rate of Earnings (or FRE) as defined by SURS. Any amount of money that the faculty member would have been entitled to through this incentive program that exceeds the 6% will be paid to the faculty member as a post retirement service bonus after the issuance of the final pay roll check.

This agreement made this 27<sup>th</sup> day of October, 2015.

Rock Valley College Faculty Association  
Local 6211, IFT-AFT

Michael J. [Signature]  
President

10/27/15  
Date

Board of Trustees  
Community College District No. 511  
Rock Valley College

[Signature]  
Chair

[Signature]  
Secretary

10/27/15  
Date