

2008-2011

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

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

AND

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

MAY 2008

TABLE OF CONTENTS

Article I – Recognition and Bargaining Unit		1-4
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	2
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	2-3
1.3.15	IELRA	3
1.3.16	IELRB	3
1.3.17	Interim and 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
Article II – Status of the Agreement and Negotiation Procedures		5-7
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

Article III – Association/ Board Rights and Responsibilities	8-10
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	10
3.4 No-Strike Pledge	10
3.5 Board Meetings	10
Article IV – Grievance Procedure	11-13
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	11-12
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	12
4.5.4 No Reprisals	13
4.5.5 Grievance Information Request	13
4.5.6 Appearance and Representation	13
Article V - Professional Rights and Responsibilities	14-20
5.1 Academic Freedom & Responsibilities	14
5.2 Treasure	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	14-15
5.5 Internet/Email Access	15
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	16-17
5.8.3 Right to Union Representation	17
5.9 Evaluation	17
5.9.1 Philosophy	17
5.9.2 Evaluation Criteria	17
5.9.3 Evaluation Schedule	17
5.9.4 Evaluation Procedures	18
5.9.5 Peer Review committee	18-19
5.9.6 Student Evaluation of Faculty	19-20
5.9.7 Reports	20
5.10 Grading Policy	20
5.11 Division Policies	20

Article VI – Conditions of Employment	21-33
6.1 Qualifications to Teach	21
6.1.1 Minimum Requirements for Appointment to Faculty Status	21
6.1.2 Determination of Faculty Member Teaching Discipline	21
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	22
6.2.3 Teaching Library Faculty	22
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	25
6.7.2 Required College Meetings	25
6.7.3 Professional Development	25
6.7.4 Length of Work Week	25
6.7.5 Length of Academic Semester	25
6.7.6 Academic Calendar	25
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	26
6.8.3 Substitute Assignments	27
6.8.4 Dual Credit Courses	27
6.8.5 Compensatory Time	27
6.9 Administrative Reassignment	27
6.10 Fitness for Duty	27-28
6.11 Outside Employment	28
6.12 Seniority	28
6.13 Seniority List	28
6.14 Reduction in Force	29
6.15 Academic Chairs	29-30
6.15.1 Responsibilities and Duties of Academic Chairs	30-31
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	32-33
6.17 Process for Hiring New Faculty Members	33
6.18 Travel Expenses for Approved Conference Participation	33
6.19 Mentoring	33
Article VII – Compensation	34-42
7.1 Salary	34
7.1.1 Contractual Salary	34
7.1.2 Salary Lane Advancement	34
7.1.3 Adjustment of Faculty Salaries	34
7.1.4 Pay for Overload and Summer CH/CHE	34
7.1.5 Pay for Team Taught Classes	35
7.1.6 Pay While on Sabbatical	35
7.1.7 Pay for Dual-Credit Courses	35

7.2	Rate of Pay Compensation	35
7.2.1	Compensation of Salary Deductions	35
7.2.2	Payment of Salaries to Full-time Faculty Teaching Overloads	35
7.3	Other Compensations	35
7.3.1	Substitute's Pay	35
7.3.2	Pay for Teaching Independent Study and Internship Classes	35-36
7.3.3	Entry Level pay for New Faculty Hires	36
7.4	Lane Advancement	37
7.5	Contact Hour Equivalencies/CHE/STIPENDS	37
7.5.1	CHE for Academic Chairs	37-38
7.5.2	CHE for Courses and Other Assignments	39
7.5.3	CHE for Other Duties	40-41
7.6	Retirement Enhancement Program and Retirement Benefits	41-42
7.6.1	Retirement Enhancement Program	41
7.6.1.1	Eligibility	41
7.6.1.2	Application Period	41
7.6.1.3	Limited Number of Retirements	42
7.6.1.4	Salary Enhancement	42
7.6.1.5	Insurance Benefits Reimbursement	42
7.6.2	Retirement Benefits	42
7.6.2.1	Life Insurance	42
7.6.2.2	Tuition Waiver	42
Article VIII- Benefits		43-52
8.1	Insurance	43
8.1.1	Medical, Dental, and Vision Insurance	43
8.1.2	Medical Examination Policy and Report Form	43
8.1.3	Professional Liability Insurance	43
8.1.4	Term Life Insurance and Accidental Death and Dismemberment	43
8.1.5	Payment of Disabled Faculty Member's Medical Insurance Premium	44
8.1.6	Tax-Qualified Child Care Program	44
8.1.7	Tax-Qualified Medical Expenses	44
8.1.8	Employee Assistance Program	44
8.1.9	COBRA Dependent Coverage	44
8.2	Professional Development	44
8.3	Approved Conference Participation and Related Professional Activities	44
8.4	Faculty Parking	44
8.5	Leaves of Absence	45
8.5.1	Family and Medical Leave	45
8.5.2	Leaves of Absence Without Pay: Non-FMLA Qualified Reasons	45
8.5.2.1	Procedural Requirements	45
8.5.2.2	Benefits	45
8.5.2.3	Reinstatement Upon completion of the Leave	45
8.5.2.4	Faculty Member Notice Requirements	45
8.5.2.5	Time Off Under this Provision	45
8.5.3	Sick Leave and Personal Leave	45
8.5.3.1	Sick Leave Definition and Procedures	46
8.5.3.2	Pregnancy and Child Birth	46
8.5.3.3	Personal Leave	46
8.5.3.4	Accumulation of Leave	46
8.5.3.5	Summer/Intern 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	47
8.5.4	Disability	47
8.5.4.1	Faculty With Less Than Two Years of SURS Service Credit	47
8.5.4.2	Faculty With More Than Two Years of SURS Service Credit	47
8.5.4.3	Accrual of Benefits	47
8.5.5	Jury Duty/Subpoena	47
8.5.6	Intermittent or Reduced Schedule	48

8.5.7	Sabbatical Leave	48
8.5.7.1	Types of Leave	48
8.5.7.2	Eligibility and Compensation	48
8.5.7.3	Sabbatical Committees	49
8.5.7.4	Request and Approval Procedures	49-50
8.5.7.5	Report on Leave	50
8.5.7.6	Service After Leave	50
8.6	Annual Active Duty for Training of Military Reserve	50
8.7	Tuition and Fees – Rock Valley College Classes	50
8.8	Reimbursement for Graduate Study	51
8.9	Sick Leave	51-52
8.10	Deferred Compensation Plan & Tax Sheltered Annuity	52
8.11	Domestic Partners	52
ARTICLE IX - EFFECT AND DURATION OF AGREEMENT		53
Appendices		54-82
A.	Tenure	54-55
B.	Title Positions Applicable to Tenured Faculty	56
C.	West's Smith-Hurd Illinois compiled Statutes Annotated chapter 820. Employment Labor Relations Act 40. Personnel Record Review Act.	57-59
D.	Evaluation Criteria	60-61
E.	Faculty Professional Development Report	62
F.	Classroom Observation Report	63
G.	Student Evaluation Report	64
H.	Annual Base Salary Increase and Maximum Increment Award	65
I.	Faculty Salary Ranges	66
J.	Summer Salary Schedule	67-68
K.	Overload Salary	69-70
L.	Modifications to Rock Valley College Benefit Plan	71-76
M.	Medical, Vision, and Dental Insurance Annual Fee Schedule	77
N.	College FMLA Policy	78-82

ARTICLE I RECOGNITION AND BARGAINING UNIT

1.1 Recognition

This AGREEMENT is entered into this first day of July, 2008, 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.

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" for faculty means the nine-month period starting with the first official day of the fall semester and ending with the spring semester graduation day.

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, as defined in the ILERB Certification of Representative dated November 6, 2002 and specifically excludes all classified employees and any Associate 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 to which an Academic Chair is assigned (See Section 6.15).

1.3.10 Discipline

The term "discipline" shall mean a set of courses with a common prefix. However, the following seven (7) sets of course prefixes shall be an exception and each shall constitute a single discipline.

- 1) ENG, LIT, JRN
- 2) ATG, BUS, MGT, MKT
- 3) OFF, PCI
- 4) PED, PPR
- 5) NRS, PNU
- 6) AMT, CDT, EGR
- 7) CIS, PCT, WEB

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 28-30 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 14-15 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, Associate 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 Interim and Summer Sessions

The terms “interim sessions” and “summer sessions” are defined 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.

1.3.2 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 including, but not limited to, fall semester, spring semester, interim sessions, 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.

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK

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.

THIS REST OF THIS PAGE INTENTIONALLY LEFT BLANK

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.

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK

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 or misapplication 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 Associate Dean or immediately involved 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 Associate Dean or immediately involved 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 Associate Dean or immediately involved 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 Division Associate Dean's or immediately involved 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 Associate Dean's or the immediately involved 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.

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK

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 ICCA, 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, except that the College may bypass progressive disciplinary steps depending upon the circumstances and severity of the faculty member's misconduct.

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 informed by the administration 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.

5.9 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 Associate 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/Associate 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

Associate 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 Associate 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 Associate 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 Associate 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 Associate 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 Associate 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 Associate Dean annually and includes: Faculty Professional Development Report (See Appendix E for report form); peer review (if requested); and Associate Dean evaluation including a classroom observation/evaluation, if applicable (See Appendix F for evaluation form).

5.9.5 Peer Review Committee

As an advisory committee to the division Associate Dean, the Peer Review Committee shall be responsible for determining the effectiveness of the probationary faculty member or tenured faculty member in teaching and instruction, College service, professional

development, and community service. To determine 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 voluntary serve on more than two committees.

Prior to initiating review activities, the Peer Review Committee shall meet with the division Associate Dean 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 Associate Dean.

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 Associate Dean 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, division Associate Dean, 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 division Associate Dean and probationary/tenured faculty member no later than January 15th. In response to the report of the Peer Review Committee, the division Associate Dean shall be responsible for preparing an annual report, which includes recommendations 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 Associate Dean, and the faculty member for consideration. Associate Deans will reference significant, substantive

concerns, which are consistently reported by students, in faculty evaluations. Student evaluations shall not be the sole criteria for withholding increment or for placing a faculty member on remediation.

Student evaluations shall not be conducted for tenured faculty during the 2008-2009 academic year. A joint advisory committee of six (6) members, three (3) selected by the Association and three (3) selected by the Board shall develop a new evaluation instrument and the procedures for administering the instrument. This advisory committee shall submit recommendations for the new evaluation instrument and procedures to the Association membership and Board no later than March 1, 2009. After approval, the new evaluation instrument and procedures shall be attached to the collective bargaining agreement as an Appendix G.

5.9.7 Reports

The division Associate 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 31st each year. Full-time tenured faculty evaluation reports with recommendations for retention shall be submitted no later than May 1st of the year of evaluation.

The division Associate 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 1st and is submitted to the Vice President of Academic Affairs.

Each annual evaluation report written by the division Associate 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 Associate Dean's report and this response shall be attached to the Associate 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 Vice President of Academic Affairs. The Vice President of Academic Affairs 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 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.

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK

ARTICLE VI CONDITIONS OF EMPLOYMENT

6.1 Qualifications to Teach

6.1.1 Minimum Requirements for Appointment to Faculty Status

Case I: Faculty of University Parallel Courses

The minimum requirement for all faculty teaching university parallel courses shall be a master's degree with a minimum of 18 graduate hours in the recognized discipline. (Exceptions may occur for Ph.D. students not seeking a master degree.)

A faculty member with the bachelor's degree may be considered for a full-time faculty appointment only under exceptional circumstances and with the recommendation of the division director, the appropriate Dean, and the Vice President of Academic Affairs in consultation with the appropriate academic chair. The faculty member will have two years to satisfy the requirements. The faculty member will follow all requirements of probationary faculty leading to tenure but are not eligible for tenure unless obtaining the master degree. Failure to complete the master degree in three years will result in dismissal.

Case II: Faculty in Specialized Courses in Curricula Leading to Employment, Faculty of Courses Numbered Less Than 100, and Non-teaching Faculty not Included in Case I.

The minimum requirements for faculty teaching specialized courses in curricula leading to employment, faculty teaching courses numbered less than 100, and non-teaching faculty members not included in Case I shall be:

- the bachelor's degree and demonstrable competence in the faculty member's discipline.
Or
- master's degree if the program and/or accreditation standards require it;
Or
- four years of business or industrial experience in the recognized discipline and demonstrable competence in the faculty member's discipline.

The faculty member will have two years to satisfy the requirements. The faculty member will follow all requirements of probationary faculty leading to tenure but are not eligible for tenure unless obtaining the appropriate degree. Failure to complete the appropriate degree in two years will result in dismissal.

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 (including 6.1.1, Case 1, paragraph 2) 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, in consultation with the appropriate Associate 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, and includes 28 - 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 usual workload for librarians is 40 hours per week during their regular 10 month employment contract, which is equated to 30 CHE for each year. Any teaching not related to Library specific instruction shall be outside the regular workload. Courses taught in the STD area or any area outside the assigned duties of a librarian are not part of the regular work schedule.

6.3 Standard Semester Instructional Workload

6.3.1 Teaching Faculty

The "Standard Semester Instructional Workload" is 14-15 CH/CHE. A faculty member's normal semester instructional workload is 15 CH/CHE.

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.

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 Associate Dean 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 Associate Dean of the Library to schedule updates.

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK

6.4 Overload

Overload means that portion of a 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 Associate Dean, and by the appropriate Dean.

Extraordinary Overload

Academic year instructional workload in excess of 42.0 CH/CHE and 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 (1.33) this will not be used in calculating extraordinary overload (see ****7.5.2). The multiplier will be used in calculating standard semester instructional load (6.3), and overload. The 1.33 will be used to calculate the faculty member's pay.

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 appropriate Associate Dean 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 associate Dean 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 single discipline 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 disciplines where there are less than four (4) full-time faculty members and it is required for them to teach more than 3 preps, they shall be awarded a stipend of \$750.00 for each semester that this occurs. The stipend is a flat \$750.00 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 Associate Dean and faculty member teaching the class. Any exception to the standard class size must be agreed upon in writing by the appropriate division Associate 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 five (All faculty members shall hold a minimum of five (5) office hours (50-minute hours) per week at times which maximize student access. Office hours shall be submitted to the Associate Dean for approval on or before the tenth instructional day of each semester and posted at the faculty office. For faculty members teaching distance learning course(s), four out of five office hours must be on campus. All office hours including the on-line hour must be posted on or near the office door.

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:

- 1st Monday: Faculty Council
- 2nd Monday: Division/Department/Librarian meetings
- 3rd Monday: Association meetings
- 4th Monday: Curriculum Committee

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

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

Division meetings are 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.

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 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, division Associate Dean and appropriate Dean.

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 academic calendar for the following year shall be presented to the faculty in the fall of the current year for Association recommendations.

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 Associate Dean of the other division shall determine specifically which class(es) the faculty member shall be assigned.

6.8.2 Determination of Assignments

The Associate Dean shall use the written procedures already developed for each discipline when determining each faculty member's schedule.

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

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, interim, 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.

In the event the College needs to add an additional course section within two (2) weeks of the beginning of the semester, the division director will have the discretion to arrange appropriate faculty for these classes. However, the Associate Dean shall make a reasonable effort (e.g., email or telephone) to contact the affected faculty within the discipline to offer the course through the approved procedures.

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 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, interim, 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

Seniority will be used to resolve conflicts in preference for scheduling days, hours, and overload. Any disagreement regarding workload or schedule may be appealed through the Dean of Liberal Arts and Sciences and the Vice President of Academic Affairs for library assignments. The director of the library shall prepare an annual schedule for the librarians by August 1st.

6.8.3 Substitute Assignments

Substitutes will be arranged by the division Associate Dean. 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 Associate Dean in consultation with the faculty member.

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. Upon notification by the Dean, the Associate 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 division director and 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 Associate 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.

6.9 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 Dean will intervene and arrange to meet with the faculty member. The Dean 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 Dean 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 Dean recommends an intervention/ remediation plan, the faculty member involvement in the plan shall be voluntary.

Based upon discussion during the meeting, the Dean, 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 Board Certified physician. In the absence of mutual agreement of a physician, the College's Vice President of Academic Affairs and the Association President will mutually select the physician. The College shall pay the cost of any such examination.

Any reports or assessments prepared by the physician 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.

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 the appropriate supervisor and shall receive contact hour equivalents (CHE's) as described in Section 7.5.1.

The following departments shall have academic chairs:

Department	Disciplines
Art, Humanities, Modern Languages & Music	ART/FRN/GRM/HUM/MUS/SPN
Composition & Literature	ENG / LIT / JRN
Education	EDU/CHD
Life Science	BIO
Mass Communication	COM
Mathematics	MTH
Philosophy	PHL
Physical Science	AST/ATS/CHM/GES/PGE/PHY
Social Science	ANP/ECO/GEO/HST/PSC/PSY/SOC
Speech	SPH
ADN Nursing	NRS
Automotive	ATM
Aviation	AVM
Building Construction	BCT
Business	ATG/BUS/MGT/ MKT/OFF/PCI
Certified Nursing Assistant	NAD
Computer Information Systems	CIS/PCT/WEB
Criminal Justice	CRM
Dental Hygiene	DNT
Electronic Engineering	EET
Fitness, Wellness & Sports	FWS
Graphic Arts	GAT
Human Services	HSR
LPN Nursing	PNU
Manufacturing/Quality	AMT/CDT/EGR/QLT
Respiratory Care	RSP

6.15.1 Responsibilities and Duties of Academic Chairs

The responsibilities and duties of Academic Chairs are as follows:

- 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 director who compiles the report.
- Serves as a resource person for faculty and their Associate Dean.
- Collects data and submits the ICCB Program Review report to the Associate Dean.
- Convenes and conducts department meetings as outlined in the contract, follows through with action items and provides the Associate Dean with the minutes of the meeting.
- Chairs appropriate advisory committee activities including planning the agenda, submitting minutes to the Associate Dean, and following through on action items.
- Attends regular meetings with their the Associate 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 Associate Dean regarding pre-requisites, general advising, and questions about classes.
- Provides input to their Associate Dean regarding class section additions or deletions.
- Identifies faculty development needs in their department/discipline area.
- Provides input to the Associate 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 Associate 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 Vice President of Academic Affairs 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 Associate Dean.

Immediately following the close of nominations, a secret ballot will be distributed by the Office of the Vice President of Academic Affairs 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 Vice President of Academic Affairs 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 Vice President of Academic Affairs, the Faculty Council President, and the appropriate Dean. The Vice President of Academic Affairs 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 Vice President of Academic Affairs 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 Associate 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.

See Section 7.5.2 for the contact hour equivalent (CHE) for on-line instruction classes.

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 on-line and telecourse delivery methods may be used by a faculty member for up to 2 courses per semester.

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 full-time 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. One of the faculty's required office hours may be conducted online. 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. The 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.

The capacity for a course will be set at the standard class size, 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 5.9.

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 Associate 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 2008 revised 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 Associate 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.

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK

Article VII COMPENSATION

7.1 Salary

7.1.1 Contractual Salary

A faculty member's salary shall be increased annually in accordance with the schedule 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 contractual salary from the current year is multiplied by (1 + the salary percentage increase from Appendix H).

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 from 28 to 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/interim courses beginning before July 1st shall be based on the faculty member's lane/step placement on the upcoming fiscal year's summer salary schedule.

The initial step placement for new hires on the lane and step schedules will be in accordance with the following:

$$\frac{(\text{Initial Salary} - \text{Range Min Salary}) \times (\text{number of steps in range})}{\text{Range Max Salary} - \text{Range Min Salary}} = \text{initial step}$$

The initial step placement will be rounded to the nearest whole number (with .5 rounded up to the next number) and the initial step placement will not exceed Step 6.

All current faculty members will be advanced one step for each year of service from their step placement on the 2007-2008 salary schedule for each succeeding year of the contract.

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

Payment for Summer/Interim Classes: Payment for the first eight (8) 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 eight (8) 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 8.5.6). 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 Compensations

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. 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 7.1.6. 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). 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 lane advancement on the faculty salary schedule by successfully completing pre-approved graduate courses 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 Dean at least thirty (30) days prior to commencement of the graduate course. Evidence of coursework completion must be submitted to the Dean 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 Associate 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 Associate 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.

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK

7.5.2 CHE for Courses and Other Assignments

Additional CHE (or stipends) shall be granted for the following courses.

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	
JRN 122, 123	3	4	
JRN 139	2	3	
FWS 236	3	4.5 - 6*	
CHD 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***	
On-line Instruction Courses	1	1.33	
Valley Forge Advisor		3 per semester	
PTK Advisor			\$2,250/semester
Model UN Advisor			\$1,125/semester
International Studies Coordinator		3 per semester	
Coordinator- Music		1 per semester	
Coordinator – Vocal Studies		1 per semester	
Coordinator – Assessment ****		1 per semester	
Coordinator – Honors Program		2 per semester	
Coordinator – Gen. Ed. Assessment ****		1 per semester	
Developmental Math Coordinator		3 per semester	
Math Lab Coordinator		3 per semester	

* Minimum of 60 students, maximum of 80 students

** Paid to instructor regardless of enrollment

*** Lead faculty are responsible for course and curriculum coordination as well as instruction for one section of the lab.

**** Prior to July 2009, the CHEs will be three per semester. Commencing July 2009 the assessment positions will be 1 CHE/semester. If 1 CHE/semester does not seem adequate to changes in the assessment position the CRC can be asked to determine if the CHEs should be more than one (1) hour.

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK

7.5.3 CHE for Other Duties

CHE and/or stipends shall be granted for certain non-teaching assignments. These assignments may include, but are not limited to, student activities (e.g., academic competition, intercollegiate athletics, speech team), curriculum-program development, Valley Forge, Employee Wellness program, PTK, FIGs, laboratory facility development, community projects, and faculty development projects. CHEs shall be awarded to faculty for semester or year long academic advisorships or other activities or assignments that may or may not have a predictable number of hours and an established budget. Academic advisorships have duties that may include attending regular meetings, recruiting students, community service projects, and/or travel to conventions. Examples of advisorships include but are not limited to student organizations such as PTK, the Valley Forge, and the literary magazine. Examples of other activities or assignments may include participation in a grant project, development of curriculum or facilities, 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.

Faculty members must submit proposals to the appropriate director for requested CHE's by the end of the 2nd 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 director and Dean.

Proposals 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.

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. Extensions must be approved by the appropriate Dean.

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

For the year 2008-09 contract year, the CHE and stipends for other duties as stipulated in the 2003-2008 RVCFA Collective Bargaining Agreement shall be honored. The rubric and application process for CHE for other duties as stated in the 2008-11 RVCFA Collective Bargaining Agreement shall apply beginning with the 2008-09 contract year.

All stipends, other than those specifically identified in this bargaining agreement, shall be bargained with the Association. A stipend shall be awarded for a short-term, clearly defined activity paid at a flat rate and available to be completed by various individuals.

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK

Activities that will receive stipends include:

Activity	Stipend
Grading writing samples	\$2.50 per test
Lab safety make-up session	1 hour substitute pay (\$30.00 now)
Math Placement Appeals	\$2.50
First Tuesday Lecture	\$250
New Faculty Orientation (attendance)	\$100
New Faculty Orientation Coordinator	\$100
New Faculty Orientation Presenter	\$50
Full-time or Part-time faculty mentor	\$200/semester first year \$100/semester second year \$75/semester third year

The rate of pay for other activities will be determined by the contract review committee or the funding source (e.g. grant, agency or association) if applicable. An application will be available for activities without an established rate of pay (e.g. grant, agency or association). The completed form shall be submitted to the Managing Director of Human Resources who will present it at the next contract review meeting for authorization and pre-approval.

On-line course development will no longer receive a stipend since they get 4:3.

7.6 Retirement Enhancement Program and Retirement Benefits

7.6.1 Retirement Enhancement Program

In addition to any retirement benefits to which a faculty member may be entitled by law, any faculty member who meets the eligibility criteria set forth below may elect the RVC retirement enhancement program. These individuals shall constitute the "retirement pool" for each year. This program will be available to eligible faculty members who submit timely notice of their irrevocable retirement request and elect to retire upon completion of any of the following three (3) contract years: 2008-09, 2009-10 and 2010-11. The retirement enhancement program will "sunset" on June 30, 2011.

7.6.1.1 Eligibility

To qualify for the RVC retirement enhancement program, the faculty member shall have at least twenty-five (25) years of creditable SURS full-time service at Rock Valley College and attained the age of 60 at the time of retirement.

The faculty member shall provide professional services to the College, in addition to his/her regular teaching load in areas that may include, but are not limited to, curriculum modification, design and program development; mentoring new full and part-time College faculty members, and research and analysis. The content and parameters of such a plan shall be proposed and prepared by the eligible faculty member in writing and, if acceptable, approved in writing by the appropriate College Administrator or designee prior to receipt of any additional compensation for extra professional services and prior to recommendation of the faculty member's retirement date to the Board of Trustees.

7.6.1.2 Application Period

Eligible faculty members must submit written notice to the College's Managing Director of Human Resources of their irrevocable election to retire in 2009 by August 1, 2008 to qualify for the retirement enhancement. The notice deadline to retire in 2010 will be May 1, 2009. The notice deadline to retire in 2011 will be May 1, 2010.

7.6.1.3 Limited Number of Retirements

The Board shall limit the number of faculty approved for retirement under this RVC Retirement Enhancement Program to seven of the retirement pool to retire in any contract year. If the number of eligible faculty who apply for retirement under this RVC Retirement Enhancement Program exceed seven of eligible faculty in any contract year, the Board will approve timely submitted retirement requests in the order of seniority as defined in Section 6.12 and 6.13 of this 2008-2011 Collective Bargaining Agreement. The Board, at its discretion, may approve more than seven of the retirement pool for retirement in any contract year.

7.6.1.4 Salary Enhancement

As compensation for the additional services and promises described in this Article, each participating faculty member shall receive the following:

- a. Faculty members who file an intent to retire two years prior to their retirement date will receive in each of their remaining years prior to retirement a base salary that is 106% of the previous year's base salary. "Base salary" does not include longevity, flexible compensation allowances, earnings for winter/summer instruction, overload, co-curricular or extended activities, etc.
- b. Faculty members who file an intent to retire less than two years prior to their retirement date will receive a base salary 106% of the previous year's salary for each year until retirement.

7.6.1.5 Insurance Benefits Reimbursement

After retirement, faculty members who elect to participate in the State of Illinois College Insurance Program (CIP) will receive \$1,630 per year or the actual cost of the annual insurance premium for insurance coverage in CIP, whichever is less, until age 65. This reimbursement will be payable at the end of each insurance plan year upon receipt of documentation evidencing the faculty member's insurance premium payments to CIP.

7.6.2 Retirement Benefits

7.6.2.1 Life Insurance

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

7.6.2.2 Tuition Waiver

Retired faculty and their spouses will have tuition waived for Community Education and credit courses. They must register in the last five (5) 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.

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK

ARTICLE VIII BENEFITS

8.1 Insurance

8.1.1 Medical, Dental, and Vision Insurance

The Board shall provide individual, employee plus one, employee plus two, 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, 2011 and additional changes as shown in Appendix L.

Each faculty member may designate coverage for an individual employee, an employee plus one, or family (faculty member plus two or more) under the RVCBP. The fee associated with such designation is in Appendix M. Payment shall be made by payroll deduction.

Faculty members who select an HMO shall pay the appropriate fee assessed for membership in the RVCBP plus the difference between the cost of the RVCBP and the cost of the selected HMO, providing the cost of the HMO is greater. Payment shall be made by payroll deduction.

HMOs are provided by companies which are totally independent of RVC. These companies determine the specifics of the coverage and the cost for membership. They may or may not choose to provide coverage for RVC employees. If an HMO refuses to provide coverage for RVC faculty members, the College shall notify the Association and the faculty members affected. The affected faculty members shall not have a waiting period or a pre-existing condition applied to them as a result of cancellation by an HMO.

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 90 days from the date of full-time employment. Other eligibility requirements and an explanation of benefits are contained in the booklet titled "The Rock Valley College Benefits Plan - July 1, 2008" as modified in accordance with Appendix L.

Cost for membership in an HMO is determined by the HMO. Cost associated with the RVCBP is determined by the College's Health Insurance Consultant.

The Association shall have membership 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.

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 Payment of Disabled Faculty Member's Medical Insurance Premium

A faculty member who is covered by SURS and deemed totally disabled and unable to perform his/her duties will receive their individual health insurance premium paid by the College until age 65 or the faculty member's eligibility for Medicare disability, whichever occurs first.

8.1.6 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.

8.1.7 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.

8.1.8 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.

8.1.9 COBRA Dependent Coverage

Eligible dependents over the age of 19 but not over age 23 who are full-time students will be covered under the insurance plan.

Dependents over the age of 19 but not over age 23 who are not full-time students will be covered under COBRA. The employee will pay \$100 per month in 2008-2009, \$150 per month in 2009-2010. After 2009-2010, these dependents will no longer be covered by this agreement.

8.2 Professional Development

Each faculty member shall have a professional development allowance funded by the Board in a minimum amount of \$550.00 to be used for registration, materials and attendance at conferences and workshops, travel, membership in professional organizations, books, subscriptions and publications related to the faculty member's academic discipline and/or for other professional development as approved by the appropriate Associate Dean. The allocation rate may be increased equally for each bargaining unit member without negotiation.

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.

8.3 Approved Conference Participation and Related Professional Activities

Faculty members who are presenters at a professional conference or related professional activity as approved by the division Associate Dean shall be reimbursed by the College for all meals, lodging, and transportation expenses in accordance with the College travel policy. The allocation rate may be increased without negotiation. If the conference participation or other related professional activity is part of the faculty members official College duties, they will not be required to use their professional development allowance as part of the funds for their reimbursement.

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 Associate Dean and 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 Benefits

Faculty members on this leave shall be maintained on the existing health, dental, and life insurance plan if and only if the faculty member is making timely payment of the premiums in accordance with a payment schedule established by the Chief Financial Officer. Faculty shall not accrue sick/personal leave and/or be eligible for any other benefits which existed when working, except as stated above.

8.5.2.3 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.

8.5.2.4 Faculty Member Notice Requirements

Requests for this leave shall normally be filed with the Associate 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.

8.5.2.5 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 division director in advance of taking sick and personal leave through personal contact, email or phone call to their Associate 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.

Sick and personal leave will be assessed in a minimum of two (2) hour blocks. If sick or personal leave extends more than one week, full days will be deducted regardless of assigned classes.

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 Managing Director 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 not 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 urgent personal and for religious reasons. No more than three consecutive days of personal leave may be used at one time without approval of the College President.

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/Interim Assignments

Full-time faculty members who have accepted interim/summer assignments may use accrued sick/personal leave benefits for the interim/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 Associate 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 Associate Dean and 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 Eligibility and Compensation

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 five percent (5%) of the total full-time faculty shall be granted such leave in any one 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 (14-15 CHEs) 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 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 Vice President of Academic Affairs.

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 Associate 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 Associate 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 Vice President of Academic Affairs 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 Vice President of Academic Affairs, the faculty member's Associate 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 committees 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 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 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 designated Dean 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 Associate Dean and Dean.

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. 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.

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK

**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, 2011.
- F. At all times in this AGREEMENT, time is of the essence.

IN WITNESS THEREOF, the parties hereto have executed this AGREEMENT this _____ day of _____, 2008.

BOARD OF TRUSTEES
COMMUNITY COLLEGE DISTRICT #511
ROCK VALLEY COLLEGE

ROCK VALLEY COLLEGE FACULTY
ASSOCIATION
LOCAL 6211, IFT-AFT

By _____
Mr. Ted Biondo, Chairman

By _____
Dr. Jill Raymond, President

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK

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 Associate 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 ensuing school year or term, the Board shall give notice thereof to the faculty member no later than 60 days before the end of the school year or term. The specific reasons for the dismissal shall be confidential but shall be issued to the teacher upon request. If the Board fails to give such notice within the time provided during the third year, or during the fourth year in the case of a one year extension, the faculty member shall enter upon tenure during the ensuing school year or term.

(110 ILCS 805/3B-4)

Sec. 3B-4. Dismissal of Tenured Faculty Member for Cause. If a dismissal of a tenured faculty member is sought for cause, the Board must first approve a motion by a majority vote of all its members. The specific charges for dismissal shall be confidential but shall be issued to the tenured faculty member upon request. The Board decision shall be final unless the tenured faculty member within ten days requests in writing of the Board that a hearing be scheduled. If the faculty member within ten days requests in writing that a hearing be scheduled, the Board shall schedule such hearing on those charges before a disinterested hearing officer on a date no less than 45 days nor more than 70 days after the adoption of the motion. The hearing officer shall be selected from a list of five qualified arbitrators provided by a nationally recognized arbitration organization. Within ten days after the teacher receives the notice of hearing, either the Board and the teacher mutually or the teacher alone shall request the list of qualified hearing officers from the arbitration organization. Within five days from receipt of the list, the Board and the teacher, or their legal

representatives, shall alternately strike one name from the list until one name remains. The teacher shall make the first strike. Notice of such charges shall be served upon the tenured faculty member at least 21 days before the hearing date. Such notice shall contain a bill of particulars. The hearing shall be public at the request of either the tenured faculty member or the Board. The tenured faculty member has the privilege of being present at the hearing with counsel and of cross-examining witnesses and may offer evidence and witnesses and present defenses to the charges. The hearing officer, upon request by either party, may issue subpoenas requiring the attendance of witnesses and production of documents. All testimony at the hearing shall be taken under oath administered by the hearing officer. The hearing officer shall cause a record of the proceedings to be kept and the Board shall employ a competent reporter to take stenographic or 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	19			
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 Associate Dean of Labor or his authorized representative shall administer and enforce the provisions of this Act. The Associate 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 Associate 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/Associate 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.

APPENDIX D

EVALUATION CRITERIA

Page 2 of 2

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 REPORT

Name
Division
Rank
Date

1. **Goals:** Report of goals and objectives from previous year
2. **Teaching, Student Counseling and Student Development:** evidence of specific activities to improve teaching effectiveness and enhance the student experience as a learner
 - A. Teaching Responsibilities: list all courses taught, identify new preparations
 - B. Independent Study Assignments
 - C. Improvement of teaching: efforts to assess teaching and improve effectiveness
 - D. Application of training and education to teaching and learning
 - E. Other activities to enhance academic programs: new course materials, curriculum work, new course development
 - F. Student Services (advisement, counseling, activities): include accessibility to students for office hours, support of student activities, recommendations
3. **College Service:**
 - A. College faculty committees and time commitments
 - B. College institutional committees
 - C. College projects
 - D. Divisional committees
 - E. Divisional projects
 - F. Student organization advising
 - G. Student activity assistance/support
 - H. Enhancement of colleagues' careers and classroom effectiveness
 - I. Mentoring new faculty
 - J. Guest lectures for other faculty
4. **Community Service:** evidence of specific activity including subject, preparation, time commitments, place, and constituency served
 - A. Membership in community, business, governmental boards or committees
 - B. Voluntary service to community agencies, organizations
 - C. Dissemination of professional information to lay public
 - D. Academic presentations to non-scholarly groups
 - E. Speeches to public and private groups as academic expert
5. **Professional Development:** evidence of efforts to develop, improve, and evaluate one's expertise in the areas of practice, education, and research
 - A. Attendance at conferences/seminars/workshops/meetings
 - B. Participation in a self-directed and continuing learning project
 - C. Professional organization affiliation and activity
 - D. Publications, reviews, articles
 - E. Grants
6. **Professional Awards and Recognitions**
7. **Professional Consulting related to College Mission**
8. **Future Goals and Objectives:** Document goals and objectives mutually agreed with Associate Dean/Associate Deans for following year.

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

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 PERCENTAGE INCREASE

	2008-09	2009-10	2010-11
Salary Percentage	4.30%	4.60%	4.75%

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK

APPENDIX I

FACULTY SALARY RANGES

Effective 2007-08

Lane	Minimum	Maximum
L7	44,979	88,340
L6	43,334	84,842
L5	41,690	81,022
L4	40,045	77,448
L3	38,399	73,875
L2	36,754	70,302
L1	35,109	66,921

2008-09, 2007-08 plus 4.30%

Lane	Minimum	Maximum
L7	46,913	92,139
L6	45,197	88,490
L5	43,483	84,506
L4	41,767	80,778
L3	40,050	77,052
L2	38,334	73,325
L1	36,619	69,799

2009-10, 2008-09 plus 4.60%

Lane	Minimum	Maximum
L7	49,071	96,377
L6	47,276	92,561
L5	45,483	88,393
L4	43,688	84,494
L3	41,892	80,596
L2	40,098	76,698
L1	38,303	73,009

2010-11, 2009-10 plus 4.75%

Lane	Minimum	Maximum
L7	51,402	100,955
L6	49,522	96,957
L5	47,643	92,592
L4	45,763	88,508
L3	43,882	84,424
L2	42,002	80,341
L1	40,123	76,477

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK

APPENDIX J

SUMMER SALARY SCHEDULE

Page 1 of 2

Existing 2007-08								2008-09 existing 2007-08 plus 3.00%							
	L1	L2	L3	L4	L5	L6	L7		L1	L2	L3	L4	L5	L6	L7
1	598	634	673	710	749	785	824	1	616	653	693	731	771	809	849
2	614	652	689	727	765	803	840	2	632	672	710	749	788	827	865
3	631	668	707	743	781	819	857	3	650	688	728	765	804	844	883
4	647	684	723	759	798	835	874	4	666	705	745	782	822	860	900
5	663	702	739	778	814	852	890	5	683	723	761	801	838	878	917
6	680	718	755	794	831	869	906	6	700	740	778	818	856	895	933
7	697	735	771	810	847	886	922	7	718	757	794	834	872	913	950
8	713	751	789	826	864	902	940	8	734	774	813	851	890	929	968
9	729	768	805	844	880	918	956	9	751	791	829	869	906	946	985
10	748	784	822	860	898	935	973	10	770	808	847	886	925	963	1002
11	764	800	839	876	915	951	989	11	787	824	864	902	942	980	1019
12	780	817	855	892	931	968	1006	12	803	842	881	919	959	997	1036
13	796	834	872	908	947	984	1023	13	820	859	898	935	975	1014	1054
14	813	850	889	926	963	1001	1039	14	837	876	916	954	992	1031	1070
15	830	867	905	943	981	1018	1056	15	855	893	932	971	1010	1049	1088
16	846	885	921	960	997	1036	1072	16	871	912	949	989	1027	1067	1104
17	862	901	937	976	1013	1052	1088	17	888	928	965	1005	1043	1084	1121
18		917	955	992	1029	1068	1105	18	0	945	984	1022	1060	1100	1138
19			971	1009	1046	1084	1122	19	0	0	1000	1039	1077	1117	1156
20				1026	1064	1100	1139	20	0	0	0	1057	1096	1133	1173
21					1080	1118	1155	21	0	0	0	0	1112	1152	1190
22						1134	1173	22	0	0	0	0	0	1168	1208
23							1189	23	0	0	0	0	0	0	1225

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK

APPENDIX J

SUMMER SALARY SCHEDULE

Page 2 of 2

2009-10, 2008-09 plus 3.00%

	L1	L2	L3	L4	L5	L6	L7
1	634	673	714	753	795	833	874
2	651	692	731	771	812	852	891
3	669	709	750	788	829	869	909
4	686	726	767	805	847	886	927
5	703	745	784	825	864	904	944
6	721	762	801	842	882	922	961
7	739	780	818	859	899	940	978
8	756	797	837	876	917	957	997
9	773	815	854	895	934	974	1014
10	794	832	872	912	953	992	1032
11	811	849	890	929	971	1009	1049
12	828	867	907	946	988	1027	1067
13	844	885	925	963	1005	1044	1085
14	863	902	943	982	1022	1062	1102
15	881	920	960	1000	1041	1080	1120
16	898	939	977	1018	1058	1099	1137
17	914	956	994	1035	1075	1116	1154
18	0	973	1013	1052	1092	1133	1172
19	0	0	1030	1070	1110	1150	1190
20	0	0	0	1088	1129	1167	1208
21	0	0	0	0	1146	1186	1225
22	0	0	0	0	0	1203	1244
23	0	0	0	0	0	0	1261

2010-11, 2009-10 plus 3.00%

	L1	L2	L3	L4	L5	L6	L7
1	653	693	735	776	818	858	900
2	671	712	753	794	836	877	918
3	690	730	773	812	853	895	936
4	707	747	790	829	872	912	955
5	724	767	808	850	889	931	973
6	743	785	825	868	908	950	990
7	762	803	842	885	926	968	1007
8	779	821	862	903	944	986	1027
9	797	839	880	922	962	1003	1045
10	817	857	898	940	981	1022	1063
11	835	874	917	957	1000	1039	1081
12	852	893	934	975	1017	1058	1099
13	870	911	953	992	1035	1075	1118
14	888	929	971	1012	1052	1094	1135
15	907	947	989	1030	1072	1112	1154
16	924	967	1006	1049	1089	1132	1171
17	942	985	1024	1067	1107	1150	1189
18	0	1002	1044	1084	1124	1167	1207
19	0	0	1061	1103	1143	1185	1226
20	0	0	0	1121	1163	1202	1245
21	0	0	0	0	1180	1222	1262
22	0	0	0	0	0	1239	1282
23	0	0	0	0	0	0	1299

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK

APPENDIX K

OVERLOAD SALARY SCHEDULE

Page 1 of 2

Existing 2007-08							2008-09 existing 2007-08 plus 3.00%								
	L1	L2	L3	L4	L5	L6	L7		L1	L2	L3	L4	L5	L6	L7
1	597	627	657	687	717	747	778	1	615	646	677	708	739	769	801
2	602	632	662	693	723	753	783	2	626	651	682	714	745	776	806
3	608	638	668	698	728	758	789	3	632	657	688	719	750	781	813
4	614	645	675	705	735	765	795	4	639	664	695	726	757	788	819
5	620	650	680	710	741	771	801	5	646	670	700	731	763	794	825
6	627	657	687	717	747	778	808	6	700	677	708	739	769	801	832
7	632	662	693	723	753	783	813	7	651	682	714	745	776	806	837
8	638	668	698	728	758	789	819	8	657	688	719	750	781	813	844
9	645	675	705	735	765	795	826	9	664	695	726	757	788	819	851
10	650	680	710	741	771	801	831	10	670	700	731	763	794	825	856
11	657	687	717	747	778	808	838	11	677	708	739	769	801	832	863
12	662	693	723	753	783	813	843	12	682	714	745	776	806	837	868
13	668	698	728	758	789	819	849	13	688	719	750	781	813	844	874
14	675	705	735	765	795	826	856	14	695	726	757	788	819	851	882
15	680	710	741	771	801	831	861	15	700	731	763	794	825	856	887
16	687	717	747	778	808	838	868	16	708	739	769	801	832	863	894
17	693	723	753	783	813	843	874	17	714	745	776	806	837	868	900
18		728	758	789	819	849	879	18	0	750	781	813	844	874	905
19			765	795	823	856	886	19	0	0	788	819	848	882	913
20				801	831	861	891	20	0	0	0	825	856	887	918
21					838	868	898	21	0	0	0	0	863	894	925
22						874	904	22	0	0	0	0	0	900	931
23							909	23	0	0	0	0	0	0	936

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK

APPENDIX K

OVERLOAD SALARY SCHEDULE

Page 2 of 2

2009-10, 2008-09 plus 3.00

	L1	L2	L3	L4	L5	L6	L7
1	633	665	697	729	761	792	825
2	645	670	702	735	767	799	831
3	651	677	709	741	772	804	837
4	658	684	716	748	780	812	843
5	665	690	721	753	786	818	850
6	721	697	729	761	792	825	857
7	670	702	735	767	799	831	863
8	677	709	741	772	804	837	869
9	684	716	748	780	812	843	876
10	690	721	753	786	818	850	882
11	697	729	761	792	825	857	889
12	702	735	767	799	831	863	894
13	709	741	772	804	837	869	901
14	716	748	780	812	843	876	908
15	721	753	786	818	850	882	913
16	729	761	792	825	857	889	921
17	735	767	799	831	863	894	927
18	0	772	804	837	869	901	933
19	0	0	812	843	873	908	940
20	0	0	0	850	882	913	945
21	0	0	0	0	889	921	953
22	0	0	0	0	0	927	959
23	0	0	0	0	0	0	964

2010-11, 2009-10 plus 3.00%

	L1	L2	L3	L4	L5	L6	L7
1	652	685	718	751	783	816	850
2	664	691	723	757	790	823	856
3	671	697	730	763	796	828	862
4	677	705	738	770	803	836	869
5	685	710	743	776	810	842	875
6	743	718	751	783	816	850	883
7	691	723	757	790	823	856	888
8	697	730	763	796	828	862	895
9	705	738	770	803	836	869	903
10	710	743	776	810	842	875	908
11	718	751	783	816	850	883	916
12	723	757	790	823	856	888	921
13	730	763	796	828	862	895	928
14	738	770	803	836	869	903	935
15	743	776	810	842	875	908	941
16	751	783	816	850	883	916	948
17	757	790	823	856	888	921	955
18	0	796	828	862	895	928	961
19	0	0	836	869	899	935	968
20	0	0	0	875	908	941	974
21	0	0	0	0	916	948	981
22	0	0	0	0	0	955	988
23	0	0	0	0	0	0	993

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK

APPENDIX L
MODIFICATIONS TO ROCK VALLEY COLLEGE
BENEFIT PLAN
Page 1 of 6

PROGRAM BENEFIT

COVERAGE EFFECTIVE 10/1/08

Calendar Year Deductible	\$250 per person \$500 per family.
Out-of-Pocket Maximum per Calendar Year (including deductible)	\$1,200 per person \$3,000 per family.
Lifetime Maximum Benefit	Unlimited unless specifically limited.
Per-certification Requirement	\$250 penalty for non-compliance.
Prescription drug card program	Co-pay of \$15 generic; \$25 brand name, then paid at 100%. 90 days for maintenance medications. Includes contraceptives. Includes smoking cessation programs (up to 90 days).
Second surgical opinion	100%
Routine Gynecological/ Prostate Exam	90% in network; 80% out of network, deductible waived.
Routine Mammogram	Maximum of \$250 annually per employee or spouse and dependents, deductible waived. No age or employment restrictions.
Routine Colonoscopy	90% in network; 80% out of network, deductible waived, per the American Cancer recommendations (age 50 and over 1 every 10 years).
Routine Physical Exams	Maximum of \$250 annually per each employee or spouse and dependents, deductible waived. No age or employment restrictions. Includes check ups, immunizations and screenings.

APPENDIX L
MODIFICATIONS TO ROCK VALLEY COLLEGE
BENEFIT PLAN
Page 2 of 6

PROGRAM BENEFIT

Additional benefits covered by the RVCBP at 90% in Network and 80% out of Network.

Definition of Eligible Dependent

Dependent Child age limit Effective 7/1/11 (see notation under Employee contributions)

PPO Networks

All other medical benefits in accordance with the RVCBP dated July 1, 2002.

Vision Care Benefits:

Eye exam

Frame type lenses

Frames

Contact Lenses

COVERAGE EFFECTIVE 10/1/08

Well baby/child visits including immunizations up to age 15, deductible waived.

Will include Domestic Partner and their dependents that meets the criteria on attached affidavit.

Will be covered from birth to age 19, to age 23 if enrolled as a full-time student in an accredited institution.

Replace Multiplan/PHCS networks with ECOH networks

Up to \$75 per person per year.

One pair per calendar year:
Single Vision \$50
Bifocal \$75
Trifocal \$100
Lenticular (per lens) \$100

One pair per calendar year up to \$100.

\$150 per pair per calendar year including disposable lenses up to \$150 cost.

All other vision care benefits in accordance with the RVCBP dated July 1, 2002.

APPENDIX L

MODIFICATIONS TO ROCK VALLEY COLLEGE BENEFIT PLAN

Page 3 of 6

PROGRAM BENEFIT

COVERAGE EFFECTIVE 10/1/08

Dental Care Benefits:

Maximum Dental Benefit	\$1,250 per person per calendar year.
Maximum Orthodontic Benefit	\$1,500 per person per lifetime.
Deductible	\$ 75 per person per calendar year. \$150 per family per calendar year.
Co-Insurance – Plan pays	Preventative care* 100% *(deductible does not apply and includes placement of sealants up to age 15) Basic Care 80% Major dental services 50% Orthodontia 50%

All other dental care benefits in accordance with the RVCBP dated July 1, 2002.

4 Tier Rates (employee, employee + 1, employee +2, family) apply and increased employee contributions as defined below:

Medical, Vision, RX benefit rates:

Dental Benefit rates:

Employee Only	\$ 548.39	Employee Only	\$ 33.40
Employee + 1 dependent	\$1069.37	Employee + 1 dependent	\$ 65.12
Employee + 2 dependents	\$1453.24	Employee + 2 dependents	\$ 88.50
Family	\$2301.51	Family	\$ 96.99

HMOI benefit rates:

Employee Only	\$ 462.08
Employee +1 dependent	\$ 940.65
Family	\$1408.96
Medicare Single	\$ 434.23

COBRA rates will be an additional 2%.

Employee Contributions as follows:

(Refer to Appendix M for employee contributions to July 1, 2011.)

Dependents over the age of 19 but not over age 23 who are **not** full time students will be continue to be covered until July 1, 2011 provided the employee contributes as follows:

The employee will pay \$100.00 per month effective August 1, 2009, \$150.00 per month effective September 1, 2010. Effective July 1, 2011 these dependents will no longer be covered unless they elect COBRA and pay the full cobra rate applicable at that time.

Note: Healthcare negotiated changes target effective date is October 1, 2008.

APPENDIX L
MODIFICATIONS TO ROCK VALLEY COLLEGE
BENEFIT PLAN
Page 4 of 6

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
Page 6 of 6

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 M

MEDICAL, VISION & DENTAL INSURANCE CONTRIBUTION SCHEDULE

Note: The negotiated healthcare target effective date is October 1, 2008.

Employed at Rock Valley College July 1, 1997 or before:

Type of Coverage ->	Employee Only	Employee + one	Employee + two	Family
Existing 2007-08	1.00%	1.50%	2.00%	N/A
2008-09	1.00%	1.75%	2.25%	2.50%
2009-10	1.00%	2.00%	2.50%	2.75%
2010-11	1.00%	2.25%	2.75%	3.00%

Employed at Rock Valley College after July 1, 1997

Type of Coverage ->	Employee Only	Employee + one	Employee + two	Family
Existing 2007-08	1.00%	1.75%	2.75%	N/A
2008-09	1.00%	2.00%	3.00%	3.25%
2009-10	1.00%	2.25%	3.25%	3.50%
2010-11	1.00%	2.50%	3.50%	3.75%

APPENDIX N
COLLEGE FMLA POLICY
Page 1 of 5

FAMILY AND MEDICAL LEAVE

Background:	Rock Valley College will provide Family and Medical Leave to allow employees to balance work and family life by taking reasonable leave for certain qualified reasons, in accordance with the Family and Medical Leave Act of 1993.
Recommendation:	Rock Valley College will grant eligible full-time and part-time employees up to a total of 12 workweeks of family and medical leave.
Category:	600-Employee Relations
Policy:	625.00
Date Effective:	10/28/03
Replaces:	A/C 5.10.0/1 F 517.4/1
Date of Next Review:	10/2005
Responsible Administrator:	Managing Director of Human Resources

FAMILY AND MEDICAL LEAVE

1. MEDICAL LEAVE DEFINED:

Rock Valley College will grant an eligible full-time employee up to a total of 12 workweeks during any rolling 12 month period to take medical leave when the employee is unable to work because of his/her own serious health condition. Serious health condition is defined as an illness, injury, impairment or:

- a) any period of incapacity or treatment connected with inpatient care in a hospital, hospice or residential medical care facility;
- b) any period of incapacity requiring absence of more than three calendar days from work that also involves continuing treatment by or under the supervision of a health care provider; or
- c) continuing treatment by or under the supervision of a health care provider for a chronic or long-term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three calendar days, or for prenatal care.

Leave associated with the birth of a child is contained in paragraph c. in the Family Leave section of this policy.

APPENDIX N

COLLEGE FMLA POLICY

Page 2 of 5

Part-time employees are not eligible for paid medical leave. However, Rock Valley College will grant eligible regular part-time employees up to 12 workweeks of unpaid medical leave during any rolling 12 month period. To be eligible, a part-time employee must:

- a) have worked for Rock Valley College for at least a total of 12 months; and
- b) have worked at least 1250 hours over the prior 12 months.

2. FAMILY LEAVE DEFINED:

Rock Valley College will grant an eligible employee up to a total of 12 workweeks of family leave during any rolling 12 month period. These 12 workweeks of family leave are offset by any time utilized under the medical leave provisions defined in Section 1 above. For example, if an eligible employee utilizes 6 weeks of approved medical leave in any rolling 12 month period, the employee would be eligible for a maximum of 6 weeks of family leave during the same rolling 12 month period.

To be eligible for family leave an employee must:

- a) have worked for Rock Valley College for at least a total of 12 months; and
- b) have worked at least 1250 hours over the prior 12 months.

Spouses employed by Rock Valley College are jointly entitled to a combined total of 12 workweeks 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 medical leave section of this policy.

Family leave is unpaid, with the exception of family/medical leave associated with the care of an immediate family member described in section a. below and the delivery of a child described in section c. below. In these two situations, the employee's accrued sick leave is applicable.

Family leave will be granted for one or more of the following reasons:

- a) to care for an immediate family member (spouse, child or parent, but not parent-in-law) with a serious health condition. For purposes of family leave, serious health condition is defined as an illness, injury, impairment or physical or mental condition that involves:
 - any period of incapacity or treatment connected with inpatient care in a hospital, hospice or residential medical care facility;
 - any period of incapacity requiring absence of more than three calendar days from work, school or other regular daily activities that also involves continuing treatment by or under the supervision of a health care provider; or
 - continuing treatment by or under the supervision of a health care provider for a chronic or long-term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three calendar days, or for prenatal care.

APPENDIX N
COLLEGE FMLA POLICY
Page 3 of 5

- b) for the birth or placement of a child for adoption or foster care. Leave for birth, adoption or foster care must conclude within 12 months of the birth or placement.
- c) for the mother's recovery, associated with the delivery of a child. The maximum paid family leave that can be utilized for a mother's medical recovery, associated with delivery of a child, is six weeks. This six week period is defined as the six calendar weeks immediately following the date of the birth. Extensions to the six weeks of paid leave will only be granted under provisions of the medical leave, when a doctor certifies that the physical condition of the mother is such that she is unable to return to work. Such extensions of paid delivery leave shall be considered in two week increments.

3. JOB PROTECTION:

To be eligible for job protection while on an approved medical and/or family leave, an employee must:

- a) have worked for Rock Valley College for at least a total of 12 months; and
- b) have worked at least 1250 hours over the prior 12 months.

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 when 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.

4. REQUESTING FAMILY OR MEDICAL LEAVE:

An employee requesting family or medical leave is required to:

- a) provide 30-day advance notice to his/her Associate Dean and the Human Resources Representative of the need to take a leave when the need is foreseeable;
- b) provide a medical certification supporting the need for a leave due to the employee's own serious health condition or that of an immediate family member.

APPENDIX N
COLLEGE FMLA POLICY
Page 4 of 5

- c) provide periodic, (normally monthly) written updates to his/her Associate Dean and the Human Resources Representative during the leave on the employee's status and intent to return to work.
- d) provide second or third medical opinions and periodic recertification as requested by Rock Valley College. Any costs associated with additional opinions or recertification will be paid by Rock Valley College.

5. INTERMITTENT FAMILY AND MEDICAL LEAVE

Family and medical leave may be taken intermittently, meaning in blocks of time,:

- a) for the birth or placement for adoption or foster care, subject to the approval of the employee's Associate Dean.
- b) whenever it is medically necessary to care for a seriously ill family member or because the employee is seriously ill and unable to work. If the need for intermittent leave is foreseeable based on planned medical treatment, the employee is responsible for scheduling the treatment in a manner that does not unduly disrupt the operations of Rock Valley College, subject to the approval of the health care provider. In such cases, the employee may be temporarily transferred to an alternative job with equivalent pay and benefits that better accommodates recurring periods of leave than the employee's regular job.

6. SALARY CONTINUATION WHILE ON MEDICAL LEAVE

A regular full-time employee is eligible for salary continuation while on an approved medical leave to the extent that the employee has accrued sick leave time that can be utilized for this purpose. If an employee exhausts his/her accrued sick leave, the employee will utilize any accrued vacation, personal days or any other eligible paid time off for the balance of the medical leave. 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.

7. VACATION ACCRUAL AND GROUP HEALTH COVERAGE WHILE ON LEAVE:

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

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 premiums associated with these programs. The obligation of Rock Valley College shall cease if the employee fails to pay the premiums in a timely manner or informs Rock Valley College of an intent not to return to work at the end of a leave period or if the employee fails to return to work when the leave entitlement is used up. In situations, other than failure to pay the premiums in a timely manner, the employee would be entitled to continuing medical insurance coverage under COBRA.

APPENDIX N
COLLEGE FMLA POLICY
Page 5 of 5

8. MEDICAL CERTIFICATION TO RETURN TO WORK

Upon return from a leave resulting from a serious health condition affecting the employee, the employee must provide the Associate Dean with certification from a health care provider indicating that the employee is fit to return to Rock Valley College. Continuing treatment by or under the supervision of a health care provider for a chronic or long-term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity or more than three calendar days, or for prenatal care.

Revised policy subject to Board approval.

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK