

**2021-2026  
COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

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

**AND**

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

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## **ARTICLE I RECOGNITION AND BARGAINING UNIT**

### **1.1 Recognition**

This AGREEMENT succeeds the contract expired on June 30, 2020, by and between the BOARD OF TRUSTEES OF ROCK VALLEY COLLEGE, COMMUNITY COLLEGE DISTRICT No. 511 (hereinafter referred to as the "Board"), and the ROCK VALLEY COLLEGE FACULTY ASSOCIATION, LOCAL 6211, IFT-AFT (hereinafter referred to as the "Association"), and applies only to said parties. This AGREEMENT is effective through the last day of the Summer II Session in 2026.

### **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 terms and conditions of employment for full-time faculty members covered by this AGREEMENT, to prevent interruptions of work and interference with the efficient operation of Rock Valley College, and to provide an orderly and prompt method of handling and processing grievances.

### **1.3 Definitions**

This AGREEMENT shall incorporate the following definitions:

#### **1.3.1 Academic Year**

The term "academic year" means fall and spring semesters. The academic year begins with the first official day of fall semester classes and ends with spring semester graduation day, excluding any Winterim session.

#### **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**

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



Instructional Librarian, Systems Librarian and Outreach Coordinator/Archivist and the position of full-time Clinical Skills Nursing Instructor.

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

**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, regardless of delivery method (e.g., face-to-face, online or hybrid).

**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, regardless of delivery method (e.g., face-to-face, online or hybrid).

**1.3.9 Department**

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

**1.3.10 Discipline**

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

**1.3.11 Draft Agreement**

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

**1.3.12 Employment Contracts**

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

**1.3.13 Faculty**

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

**1.3.14 Full-Time Temporary Faculty**

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

Full-time temporary assignments may be offered:

1. To replace full-time faculty members on sabbatical leave, sick leave, or leave of absence.
2. To replace full-time faculty members who have given untimely resignations.

3. As new academic programs are phased in or old academic programs are phased out.
4. During a period of time not to exceed one year, when the College is assessing the long-term need for full-time faculty in a discipline.
5. To a desired applicant who is not fully qualified but submits an acceptable plan to meet, within one year, minimum qualifications and receives the recommendation of the Academic Chair, Dean and approval of the Chief Academic Officer. The faculty in these positions cannot hold the position for more than one (1) year.

#### **1.3.15 IELRA**

Illinois Educational Labor Relations Act

#### **1.3.16 IELRB**

Illinois Educational Labor Relations Board

#### **1.3.17 Summer Sessions**

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

#### **1.3.18 Winterim Session**

If the College offers a Winterim, it will begin with the first official day of Winterim classes and end on the last day of finals for Winterim.

#### **1.3.19 Notice**

Notice requirements under this AGREEMENT are satisfied through a written communication delivered in person, deposited in the U.S. mail by certified or registered mail, postage prepaid, addressed to the faculty member's last known address or via RVC email.

#### **1.3.20 Off-campus**

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

#### **1.3.21 On-campus**

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

#### **1.3.22 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).

#### **1.3.23 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.

#### **1.3.24 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).

### **Exclusive Representation of Association**

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

### **Duty of Fair Representation**

- 1.5** The Association further agrees to indemnify and hold harmless the Board from any and all liability, including monetary damages, resulting from any failure on the part of the Association

to fulfill its duty of fair representation.

## **1.6 AGREEMENT**

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

### **1.6.4 No Lock-Out**

The Board agrees that during the term of this AGREEMENT it will not lock out any bargaining unit employee.

## **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 agree to meet as a Labor-Management Committee on the 4th Wednesday (August through April, excluding December) of each month for the purpose of addressing any questions or concerns on the application of the AGREEMENT during the term of the AGREEMENT. Said meetings may be rescheduled as needed. These meetings are not intended to bypass the grievance procedure (refer to Article IV). Each party will submit to the other, on or before the Friday prior to the meeting, an agenda covering matters they wish discussed. Should such meetings result in a mutually acceptable amendment to the AGREEMENT, the proposed amendment shall be recommended for ratification to the Board and the Association. If approved by both parties, the amendment shall be signed and appended to this AGREEMENT. The Committee shall not continue to meet during negotiations for a successor agreement.

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

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

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

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

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

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

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

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

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

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

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

##### **2.3.2.3 Negotiation Topics**

Areas for negotiation shall include items currently contained in the AGREEMENT, as

well as other matters mutually agreed to by both parties, and those items required by the Illinois Educational Labor Relations Act (IELRA).

### **2.3.3 Negotiation Sessions**

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

### **2.3.4 Successor Agreement Submittal**

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

## **2.4 Impasse Resolution**

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

### **2.4.1 Mediation**

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

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

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

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

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

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

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

## **2.5 Binding Arbitration**

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

## **2.6 Precedence of AGREEMENT**

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

**2.7 Time for Negotiations**

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

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

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

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

### **3.1 Association Rights**

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

Neither the Board nor the Association shall discriminate against any faculty member on the basis of race, creed, color, national origin, sex, marital status, sexual orientation, disability, 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 College shall make available to the Association all information requested by the Association relevant to negotiations and/or pertaining to the interpretation and enforcement of this AGREEMENT. However, the College 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 College 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.

#### **3.1.6 Access to Bargaining Unit Member Information**

The names and mailing addresses of all bargaining unit members shall be provided to any representative of the Association upon written request. As new bargaining unit members are employed, separated, or have name or address changes, the names and mailing addresses

shall be provided to the Association President within five (5) days.

### **3.1.7 Notification of FOIA Request**

The Association President shall be notified as soon as practicable after the employer's receipt of a Freedom of Information Act (FOIA) request that asks for information about any bargaining unit member, including, but not limited to, names, email addresses, any part of a home address, or list of members of the Association, dues payers, or non-members.

### **3.1.8 New Employee Outreach**

The Association shall have up to sixty (60) minutes with new employees to discuss contract administration.

## **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 Bargaining Unit Member Dues**

The College shall provide for the payroll deduction of dues 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 thirty (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 (10) business days after each pay period. Dues revocations are processed by the Association. In the event that a faculty member revokes their dues in accordance with the terms in which they authorized the dues deductions, the Association will provide written notice to the College after the close of the revocation window.

### **3.3.2 Indemnification**

When the College deducts and remits such dues as required in this Section, the Association shall indemnify, hold harmless, and defend the Board, its members, officers, agents, and faculty members from any action, complaint, suit, or other proceedings that may be brought in relation thereto.



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

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

### **3.5 Board Meetings**

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

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## **ARTICLE IV GRIEVANCE PROCEDURE**

### **4.1 Definitions**

#### **4.1.1 Grievance**

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

#### **4.1.2 Days**

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

### **4.2 Procedural Guidelines**

#### **4.2.1 Representation**

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

#### **4.2.2 Association Rights**

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

#### **4.2.3 Time Limits**

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

### **4.3 Procedural Steps**

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

**Step One:** A grievance shall be submitted within twenty (20) days of the date the grievant or the Association knew or reasonably should have known of the alleged contract violation. The formal written grievance shall identify the grievant(s), summarize all relevant facts, identify all provisions of the AGREEMENT allegedly violated, and describe the remedy that is requested. The faculty member or the Association shall present the grievance in writing to the appropriate Division Dean or Immediate Academic Administrator, who will arrange for a meeting between the

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

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

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

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

Using the procedures of the Federal Mediation and Conciliation Services (FMCS), the parties shall select an arbitrator from a panel or panels secured from the FMCS. 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 FMCS 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 College shall make available to the Association all information requested by the Association which is relevant and necessary to process the grievance, consistent with the College's obligations and restrictions under state and federal law.

**4.5.6 Appearance and Representation**

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

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

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

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

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

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

### **5.2 Tenure**

The Board will comply with applicable provisions of the Illinois Public Community College Act, Article IIIB, Tenure. 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 A.

#### **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 Section is to encourage all employees to engage in creative and scholarly activity while also addressing concerns related to intellectual property.

#### **5.4.1 Institutional Materials (College-Owned Materials)**

The College owns, may use, and has unlimited access to materials developed as part of a faculty member's work which supports the College's relationship with governmental agencies and accrediting bodies. These "institutional materials" include, but are not limited to, any reports, forms, or other documents prepared for curriculum approval, program evaluation, accreditation, grant applications, grant solicitation, departmental syllabi, and course reference files.

#### **5.4.2 Instructional Materials (Faculty-Owned Materials)**

Faculty members own, may use, and have unlimited access to any "instructional materials" which they create, including, but not limited to, syllabi, handouts, study guides, artistic renderings such as sculptures or drawings, models, and other instruction materials prepared for any course, regardless of the method of course delivery. Instructional materials may be in the form of written or printed work, artistic media, video media, audio media, or other physical or electronic forms.

**5.4.2.1 College Right of Use and Access:** The College shall have the right of use and access to instructional materials for the following purposes: Responses to requests by accrediting agencies; providing course information to students; assisting students in completing an assigned incomplete for which materials have been created, in the event of the absence of the instructor; to help respond to requests for information relating to a student's transfer to other institutions; to use as models for other faculty; and to respond to formal complaints about a course in which a student has been enrolled.

**5.4.2.2 Impermissible Purposes:** The College may not sell, lease, assign or transfer interest in these instructional materials without permission of the faculty member, nor will the College knowingly allow other faculty to plagiarize or appropriate such materials.

**5.4.2.3 Faculty Member's Sale, Lease, Assignment, or Transfer of Any Ownership Right:** A faculty member may sell, lease, assign, or transfer any rights to his/her instructional materials, subject to the following requirements:

The faculty member must notify the College in writing of the sale, lease, transfer, or assignment of any interest in the materials. Any sale, lease, transfer, or assignment of any interest in the property shall be subject to the College's continued right to access and use of the materials as denoted in Sec. 5.4.2.1. The College's rights under Sec. 5.4.2.1 must be clearly stated, in writing, as part of the faculty member's sale, lease, transfer, or assignment of any interest in instructional materials pursuant to this Section.

#### **5.4.3 Intellectual Property Developed with Express Agreement (Jointly Owned Materials)**

If a faculty member creates an original work such as a textbook, composition, play, video or any other publication, the intellectual property rights of the faculty member and of the College shall be determined by the Intellectual Property Committee, ideally before the faculty member initiates the project. The parties agree that the Intellectual Property Committee will be established through a Memorandum of Agreement between the College and the Association and shall consist of equal representation from the Association and the Administration.

#### **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. 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 Pre-Disciplinary Meeting**

Prior to the initiation of disciplinary action, the College shall meet with the faculty member to allow them the opportunity to respond to the causes that may lead to disciplinary action. The faculty member shall have the right to union representation as specified in 5.8.4.

### **5.8.2 Tenured Faculty Discipline**

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

(1) Verbal Reprimand by the Administration: A record of each verbal reprimand shall be documented and placed in a personnel file maintained by the Vice President of Human Resources. The faculty member may prepare a response to any verbal reprimand, and this response shall be included in the faculty member's file along with the documented verbal reprimand. Faculty members may petition for the removal of discipline one (1) year after the date of issuance (5.8.5).

(2) Written Reprimand by the Administration: Any written reprimand shall be provided to the faculty member, and a copy of such reprimand shall be placed in the faculty member's personnel file. Prior to the issuance of a written reprimand, the Administration must have a disciplinary meeting with the faculty member. The faculty member may prepare a response to any written reprimand which may result from the meeting, and this response shall be included in the faculty member's personnel file along with the written reprimand. Faculty members may petition for the removal of discipline one (1) year after the date of issuance (5.8.5).

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

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

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

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

### **5.8.3 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.

### **5.8.4 Right to Union Representation**

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

### **5.8.5 Petition for Removal of Discipline**

A faculty member may petition the Vice President of Human Resources for the removal of documentation of a verbal reprimand from the personnel file or of a written-reprimand from such faculty member's personnel file one (1) year after the date of issuance of discipline. The Vice President of Human Resources, in consultation with the Chief Academic Officer, will have discretion on the removal. The faculty member will receive written notification within thirty (30) business days of the status of the petition for removal of discipline.

## **5.9 Evaluation**

### **5.9.1 Philosophy**

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

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

### **5.9.2 Evaluation Criteria**

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

See Appendix B for evaluation criteria.

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

### **5.9.3 Evaluation Schedule**

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



Activity	Probationary Faculty		Tenured Faculty	
	Frequency	Report Due Date	Frequency	Report Due Date
Peer Review Committee Report	Annual	January 15	N/A	N/A
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 C for report form), peer evaluation, a summary of student evaluations conducted in each class taught by the probationary faculty member, curriculum portfolio, and division Dean evaluation, including classroom observations (See Appendix D 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 C for report form); a summary report of student evaluations conducted in accordance with Section 5.9.7 over the previous three (3) years; and a division Dean evaluation including classroom observation/evaluation (See Appendix D for evaluation form).

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

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

Assignment of faculty for in-depth evaluations shall be on a rotation basis and begin with the least senior members of the division excluding newly tenured members. One-third of the division shall participate in an in-depth evaluation each academic year. If the evaluation is unsatisfactory, the full-time tenured faculty member shall, in consultation with the Dean, develop and implement a plan for remediation.

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

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

#### 5.9.5 Peer Review Committee

The Peer Review Committee is an advisory committee only which will formulate recommendations to

the immediate Academic Administrator. In formulating its recommendation, the Peer Review Committee shall be responsible for assessing the effectiveness of the probationary faculty member in teaching and instruction, College service, professional development, and community service. To assess the effectiveness of the faculty member being evaluated, the Peer Review Committee shall conduct an in-depth review of the faculty member's activities that includes:

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

The Peer Review Committee shall consist of three tenured College faculty members with an appointment to review one faculty member. Two of the committee faculty members shall be elected by vote of the Division faculty. The committee member elected with the most votes shall serve as committee chair. The third committee member shall be selected by the faculty member to be reviewed and must hold an appointment within the same discipline as the faculty member. Members of the Peer Review Committee are elected to serve for a three or four year term (depending on the status of probationary faculty being evaluated). No faculty member shall be required to serve on more than two Peer Review Committees at the same time. Faculty may elect to serve voluntarily on more than two committees.

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

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

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

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

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

Student evaluations of faculty will be conducted in all classes every other semester for tenured faculty and every semester for probationary faculty. At the tenured faculty member's request, student evaluations may be conducted in all classes every semester. The results will be provided to peer evaluation committees, the immediate Dean, and the faculty member for consideration. Deans will reference significant, substantive concerns, which are consistently reported by students, in faculty

evaluations. Student evaluations shall not be the sole criteria for placing a faculty member on remediation.

#### **5.9.7 Reports**

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

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

Each annual evaluation report written by the division Dean shall be submitted to and signed by the faculty member. The signature means that the faculty member has received and read the report, not necessarily that the faculty member agrees with the contents. Prior to signing the annual evaluation report, the faculty member being evaluated may submit a written response to the Dean's report and this response shall be attached to the Dean's report.

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

#### **5.10 Grading Policy**

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

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

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

#### **5.12 Division Procedures**

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

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

A faculty member will respond to course-related student communications in a timely fashion. During the semester, summer session or Winterim, faculty shall acknowledge or return emails and phone calls from their students within 48 hours, except during weekends and other days when classes are not in session (e.g., during spring recess). Faculty shall be exempt from returning emails and phone calls when using sick or personal leave.

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

When a student complaint results in a recommendation for disciplinary action against a faculty member (see 5.8), the complaint or summaries thereof, will be provided to the faculty member and to the Association before any disciplinary action is initiated. The College will determine if disciplinary action will be taken within ninety (90) business days of the College's receipt of a student's complaint or provide a basis for the need for additional time.

## **ARTICLE VI CONDITIONS OF EMPLOYMENT**

### **6.1 Qualifications to Teach**

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

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

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

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

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

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

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

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

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

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

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

#### **6.2.1 Teaching Faculty**

A teaching faculty member's "Standard Academic Year Instructional Workload" is that covered by a nine- or ten-month, full-time faculty employment contract for a given academic year as defined in Section 1.3.1, and comprises 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 standard 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 Library Faculty**

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

## **6.3 Standard Semester Instructional Workload**

### **6.3.1 Teaching Faculty**

The "Standard Semester Instructional Workload" for fall and spring semesters is 15 CH/CHE; the "Standard Semester Instructional Workload" for Summer I is 6 CH/CHE; the "Standard Semester Instructional Workload" for Summer II is 9 CH/CHEs; when offered the "Standard Semester Instructional Workload" for Winterim is 6 CH/CHEs. For purposes of determining load, any workload between 14.6 and 14.9 will be rounded up and considered to be 15 hours.

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

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

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

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

### **6.3.2 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 responsible administrator will schedule librarians based on seniority and needed expertise during the time period between spring graduation and before fall semester. The systems librarians for upload purposes will work with the Dean of the Library to schedule updates.

## **6.4 Overload**

Overload means that portion of a faculty member's "Standard Semester Instructional Workload" [Fall and Spring] which is greater than 15 CH/CHE; the faculty member's "Standard Semester Instructional Workload" [Summer and, when offered, Winterim] which is greater than 6 CH/CHEs in Summer I or Winterim and 9 CH/CHE in Summer II; and/or the faculty member's "Academic Year Instructional Workload" which is greater than 30 CH/CHE. The department must use their teaching assignment language to assign courses to faculty who want overload. Semester instructional workload [Fall or Spring] in excess of 21 CH/CHE must be approved by the faculty member involved, by the faculty member's Academic Administrator, and by the Chief Academic Officer.

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

## **6.5 Preparations**

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

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

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

## **6.7 Hours on Campus**

### **6.7.1 Required Office Hours**

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

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

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

### **6.7.2 Required College Meetings**

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

In general, Monday meetings are as follows:

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

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

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

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

In general, Wednesday meetings are as follows:

2<sup>nd</sup> Wednesday: Academic Council

4<sup>th</sup> Wednesday: Contract Review Committee and Labor-Management Committee (see 2.2)

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

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

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

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

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

#### **6.7.3 Professional Development**

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

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

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

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

The distribution of the faculty member's standard semester instructional workload shall be not less than 3 nor more than 5 workdays each week Monday through Saturday. Exceptions must be approved, in writing, by the faculty member, the immediate academic administrator, and the appropriate Vice President. When a faculty member identifies only office hours as a day to meet the minimum number of days for purposes of this provision, the faculty member must be on campus for said 3<sup>rd</sup> day.

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

The fall and spring academic semesters shall not exceed 17 weeks each beginning with the first day of classes and ending the last day of final exams, excluding spring break. Mandatory professional development days will be scheduled in accordance with 6.7.3.

#### **6.7.6 Academic Calendar**

The College's Board of Trustees shall approve the academic calendar based on recommendations from the Office of Academic Affairs and the Association.

## **6.8 Scheduling Assignments**

### **6.8.1 Assignments**

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

### **6.8.2 Determination of Assignments**

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

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

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

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

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

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

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



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

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

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

### **6.8.3 Substitute Assignments**

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

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

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

### **6.8.4 Dual Credit Courses**

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

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

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

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

### **6.8.5 Compensatory Time**

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

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

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

Summer semester will consist of the following Terms:

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

Maximum load during a summer term will be as follows:

Summer I:	6 CHs
Summer II:	9 CHs
Summer II Late Start:	6 CHs

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

**Maximum load during Winterim (when offered) will be 6 CHs.**

Faculty members teaching in the summer or, when offered, Winterim should be available, in person if teaching a face to face class and available in person or online if teaching an online class, to meet with students outside of class by appointment at mutually acceptable times.

### **6.9 Administrative Reassignment**

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

### **6.10 Fitness for Duty**

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

Based upon discussion during the meeting, the immediate Academic Administrator, the faculty member, and his/her Association representative (if requested by the faculty member) will develop a written intervention and/or remediation plan. The primary goals of the intervention will be to ensure the continued, on-going delivery of high quality instructional service to the students and to assist the faculty member to the fullest extent possible. A copy of the intervention/remediation plan will be placed in the faculty member's personnel file. The intervention/remediation plan may include procedures for monitoring the faculty member's conduct and teaching performance for a specific period, temporary modification and/or reassignment of teaching duties, and/or referral to a mutually agreed upon by the College Chief Academic Officer, the Association President, and/or the IFT representative, Board Certified physician. The College shall pay the cost of any such examination. In the absence of mutual agreement of a physician, both the faculty member and the College will be responsible for securing an independent professional evaluation from a qualified physician.

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

If the faculty member declines to participate in the intervention/remediation plan, the College reserves the right to address the conduct and diminished capacity issues through the faculty evaluation

process or initiate appropriate disciplinary action. Failure to complete an intervention/remediation program could result in appropriate disciplinary action.

### **6.11 Outside Employment**

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

### **6.12 Seniority**

Seniority means the number of years, including fractions thereof, of full-time employment at the College as a faculty member 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, except where a faculty member terminated due to a Reduction in Force is recalled (see 6.14).

### **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**

Academic chairs shall report to their immediate Academic Administrator and shall receive contact hour equivalents (CHE's) as described in Section 7.5.1. The process for determining the grouping of disciplines into related departments, within their established divisions, and the procedure for assigning academic chairs to those departments will be the responsibility of faculty. The list of no more than twenty-six (26) academic chair positions will be published each year and updated and renewed every two years by the Faculty Association.

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

The responsibilities and duties of Academic Chairs are as follows:

- Coordinates program review
- Reviews and recommends class schedules and teaching assignments in consultation with faculty and within the procedures established by the discipline. Provides input to their dean regarding class section additions or deletions. The Dean is the final authority on all decisions concerning class schedules and teaching assignments.
- Coordinates outcomes assessment by collecting appropriate data/documents and providing these to the Dean who compiles the report.
- Serves as a resource person for faculty and their Dean.
- Convenes and conducts department meetings as outlined in the contract, follows through with action items and provides the Dean with the minutes of the meeting.
- Attends regular meetings with the Dean to convey faculty priorities and concerns.
- 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.)

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

Immediately following the close of nominations, a secret ballot will be distributed by the Rock Valley College Faculty Association to each faculty member, including any members on sabbatical leave. Faculty members will vote for only one candidate in their assigned department. The Rock Valley College Faculty Association will indicate a date that all ballots must be received to be counted.

The ballots will be counted by the Faculty Association President or the Faculty Association Council.

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.

The Chair is responsible for completing the duties listed in 6.15.1. If the Chair is neglectful of their duties, an attempt will be made by the Chair's immediate Academic Administrator to advise the Chair of their duties. If the Chair persists in neglecting their duties, the Chair's term of office may be terminated at the end of the semester by the Chief Academic Officer or by a petition bearing the signatures of a two-thirds majority of the full-time faculty members of the department. This decision is not grievable.

If for any reason there is an Academic Chair vacancy during a term, the Dean will assume the chair responsibilities until such time as a faculty member is elected.

## **6.16 E-Learning**

### **6.16.1 Definitions of e-Learning**

Electronic learning (e-Learning) creates conditions for engaging interaction between the faculty member and students by using technology to bridge the gap between faculty and students. E-Learning includes online and hybrid classes.

#### Definitions:

- Online: shall refer to courses or classes that utilize the internet as the primary source of access of course content and communication for the student and faculty member.
- Hybrid: Hybrid courses combine face-to-face meeting times and online coursework to deliver course content, activities, and assessments. Face-to-face content time is adjusted to reflect online components of the course.

### **6.16.2 General e-Learning Agreements**

A minimum of 3 credit hours shall be taught face-to-face. In the event that a faculty member is teaching a hybrid course, 50% of those CHEs shall be considered face-to-face.

Preference for assignment of online courses will be given to full-time faculty over adjuncts and temporary faculty.

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. Faculty members must be willing to meet with any enrolled student face-to-face during scheduled on-campus office hours regardless of the course delivery method, in accordance with Section 6.7.1. Grades will be issued utilizing the normal College system and will be submitted to the Registrar's Office following the usual procedures. Grading of assignments and tests shall be done by the assigned faculty in the normal manner.

Faculty assignments to teach online courses shall be voluntary.

The maximum class size for online and hybrid sections shall be 30 students, unless the face-to-face class cap is lower.

Faculty members teaching an online learning course shall be evaluated in accordance with the same procedures as in Section 5.9 (See Appendix D-2).

Faculty members teaching an online or hybrid course for the first time will complete the following multi-step process to be qualified to teach online:

- a. Successfully complete a course devoted to online pedagogy. This can include, but is not limited to, RVC online training course, ION course through the University of Illinois, Quality Matters, or course from another institution (as approved by the College in consultation with the e-Learning Committee). A faculty member who elects to teach an online course must be provided the opportunity to complete any training required by the College prior to the start of the class. The College shall cover the costs of any such external training courses.
- b. Design and present an online course to the e-Learning committee for peer review.

## **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 and the faculty in the discipline 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, the Dean for the discipline and one (1) Human Resources representative. If there are insufficient volunteers from this discipline, faculty members may be solicited from an associated discipline. The search committee shall be responsible for recommending a minimum of two (2) candidates to the appropriate Vice President.

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

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

## **6.19 Mentoring**

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

## **6.20 Instructional Delivery Methods**

Delivery methods and locations for each section of all courses will be determined by the immediate academic administrator as the schedule is created and prior to distribution to full-time faculty for determining each faculty member's schedule. The pre-determined and published delivery method

(face-to-face, online, hybrid, or other immediate academic administrator approved method) must be used by the faculty member teaching the course.

### **6.21 Curriculum Development**

Full-time Faculty shall be given first consideration for the development of new courses, certificates, programs and degrees. The call for course, certificate, program or degree development opportunities shall go out from the Division Dean to faculty in the appropriate discipline(s).

In order to maintain academic integrity and curricular quality, part of the development process for all courses, certificates, programs and degrees (regardless of whether the individual(s) responsible for initiating the process is a faculty member) shall be the opportunity for faculty members within the appropriate discipline(s) to review the course, certificate, program or degree and make recommendations for changes before it is forwarded to the Curriculum Committee.

Affirmation of new or revised courses, certificates, programs and degrees shall be determined by a majority vote of the faculty membership of the Curriculum Committee at scheduled meeting times (see 6.7.2). New or revised courses, certificates, programs and degrees affirmed by the Curriculum Committee shall be forwarded to the CAO for approval.

### **6.22 Faculty Involvement in Hiring of Administrators**

A minimum of one (1) faculty member shall serve on the search committee for the college president and any academic administrator.

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**Article VII  
COMPENSATION**

**7.1 Salary**

**7.1.1 Contractual Salary (Appendix F and G)**

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

<b>FY22</b>	<b>1% + \$1,200 increase (7-1-21)</b>
<b>FY23</b>	<b>1% + \$1,200 increase (7-1-22)</b>
<b>FY24</b>	<b>1% + \$1,200 increase (7-1-23)</b>
<b>FY25</b>	<b>1% + \$1,200 increase (7-1-24)</b>
<b>FY26</b>	<b>1% + \$1,200 increase (7-1-25)</b>

**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**

Pay for overload assignments (see 6.4) taught by full-time faculty shall be on a CH/CHE basis at the overload schedule rates in accordance with Appendix I. Pay for summer (and, when offered, Winterim) assignments taught by full-time faculty shall be on a CH/CHE basis at the Summer/Winterim schedule rates in accordance with Appendix H.

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

*Payment for Summer I Classes:* Payment for the first six (6) CH/CHE shall be in accordance with the faculty member's lane/step placement as reflected in the appropriate Summer/Winterim pay schedule (as set forth in Appendix H). Payment for any CH/CHE in excess of six (6) shall be in accordance with the faculty member's lane/step placement on the existing Overload Pay Schedule (Appendix I).

*Payment for Summer II Classes:* Payment for the first nine (9) CH/CHE shall be in accordance with the faculty member's lane/step placement as reflected in the appropriate Summer/Winterim pay schedule (as set forth in Appendix H). Payment for any CH/CHE in excess of nine (9) shall be in accordance with the faculty member's lane/step placement on the existing Overload Pay Schedule (Appendix I).

*Payment for Winterim Classes (when offered):* Payment for the first six (6) CH/CHEs shall be in accordance with the faculty member's lane/step placement as reflected in the appropriate Summer/Winterim pay schedule (as set forth in Appendix H). Payment for any CH/CHEs in excess of six (6) shall be in accordance with the faculty member's lane/step placement on the existing Overload Pay Schedule (Appendix I).



### **7.1.5 Pay for Team-Taught Classes**

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

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

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

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

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

## **7.2 Rate of Pay Computation**

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

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

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

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

Professional Development 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. Salaries for hours of overload taught during the fall semester shall be paid in two equal installments. The first payment shall be made on the last pay date in October. The second payment shall be made on the last pay date in December.
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 pay date in March. The second payment shall be made on the first pay date in May.

## **7.3 Other Compensation**

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

A faculty member will be paid thirty-five (\$35) dollars for each 50-minute class hour when substituting for a colleague's absence due to an approved leave. After 3 consecutive days missed of the same class, substitutes' pay will be determined by the overload rate on a per class basis (overload rate multiplied by CHE divided by total hours class meets). If, at the end of the academic semester, an absence of 3 days or less results in a substitute having to submit final grades, then an additional stipend of \$150.00 will be paid.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

It is recognized that situations may arise in which it will be impossible to continue to offer certain programs due to the inability to recruit qualified faculty at normal faculty salaries as defined above. In this situation, Human Resources will report in writing to the Association President on efforts to secure a qualified faculty member including the number of qualified applicants who applied for the vacancy, the number of applicants who were interviewed, the number of job offers extended and rejections received,

a copy of the position advertisement, salary information from business, industry, or the academic world, as appropriate, and the salary amount that is necessary to secure needed faculty for the position.

#### 7.4 Lane Advancement

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

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

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

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

#### 7.5 Contact Hour Equivalencies/CHE/Stipends

##### 7.5.1 CHE for Academic Chairs

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

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

##### Full-time Faculty

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

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

##### Adjunct Faculty

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

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

If a faculty member does not elect to apply CHE for chair duties toward their standard semester instructional workload, the faculty member's instructional load plus CHE for chair duties may not exceed 24 CH/CHE in a semester without the approval of the faculty member involved, the faculty member's immediate Academic Administrator, and the Chief Academic Officer.

Chair duties as specified in 6.15.1 may be performed outside of fall and spring semesters by mutual agreement of the Chair and the Chair's immediate Academic Administrator.

### **7.5.2 Stipulated CHE/Stipend Assignments**

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

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

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

Interested faculty members shall submit their application to the immediate Academic Administrator 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 assignments by the Immediate Academic Administrator.

- Chairs appropriate advisory committee activities including planning the agenda, submitting minutes to Dean and following through on action items:
  - \$100/meeting (max of 2 meetings per year).
- Oversee student clinical requirements (for example, monitoring student immunizations, CPR, TB, health exam, and health and malpractice insurance):
  - \$200 per semester for AND
  - \$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.
- Bi-Annual FAA visit
  - \$300 per visit

Assignment of CHEs and stipends will be identified by the Dean and submitted on the faculty member's load sheet or the Faculty CHE or Stipend form. The faculty member shall be notified of the number of CHE's awarded by the end of the third week of the semester.

### **7.5.3 CHE/Stipends for Other Assignments**

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

Proposals for CHEs and/or stipends must be submitted for approval to the immediate Academic Administrator 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 Immediate Academic

Administrator.

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

#### **Assignments Compensated by CHE**

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

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

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

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

#### **Assignments Compensated by Stipends:**

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

- Adviserships to student groups such as Model UN, PTK, Forensic Team Advisor, The Valley Forge, and Voices, the literary magazine
- Student Activities
- Academic Competitions
- Intercollegiate athletics
- Community projects
- Focus interest groups/learning communities
- Laboratory facility development
- Mentorship of new faculty members
- First Tuesday lectures

Stipends, excluding those for First Tuesday Lectures, will be calculated at an hourly rate equal to \$30 per hour. The stipend for each First Tuesday Lecture is \$250.00.

Administration will inform the Association of CHEs/stipends to be presented to the Contract Review Committee for affirmation.

## **7.6 Retirement Benefits**

### **7.6.1 Life Insurance**

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

### **7.6.2 Tuition Waiver**

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

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

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

A faculty member who is enrolled in the Traditional or Portable SURS retirement plan and who is within 4 years of retirement eligibility under SURS Tier I or within 6 years of retirement eligibility under SURS Tier II (regardless of whether the faculty member intends to retire) shall not receive more than a 6% increase in annual earnings (defined as the earnings used to calculate the Final Rate of Earnings) from the prior year's earnings. The purpose of this provision is to ensure that the College shall not incur any financial penalty or any additional SURS contribution under the Illinois Pension Code and/or SURS rules and regulations. Notwithstanding any contrary or other provision of this contract, including but not limited to any salary schedules, in the event a faculty member's SURS earnings would increase by more than 6% in any given year of this contract, that faculty member shall only receive the maximum increase allowed under this provision.

Either the College or a faculty member may request a meeting between the faculty member and a representative of the College's Human Resources department for the purpose of determining the faculty member's SURS retirement plan, date of retirement eligibility, and whether the faculty member is at risk of exceeding the SURS 6% cap. The faculty member shall be required to provide any information, including documentation, required to make this determination. The faculty member may request that an Association representative be present at the meeting.

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## **ARTICLE VIII BENEFITS**

### **8.1 Insurance**

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

The Board shall provide employee, employee plus spouse, employee plus child(ren), and family coverage of prescription drugs, medical, vision care, and dental benefits as shown in Appendix J. The plan year for medical, dental and vision benefits shall be January 1 to December 31. Spouses or domestic partners of employees may not take insurance through the College's plan if they may obtain (or are offered) health insurance through the spouse's or domestic partner's employer. Employees whose spouse or domestic partner seeks coverage under the College plan must complete an affidavit attesting under oath that they do not have and have not been offered or cannot obtain health insurance under their employer plan. Said affidavit is set forth in Appendix J.

Faculty members have the right to refuse participation in the medical, dental and/or vision insurance plans provided by RVC. Refusal must be in writing.

New faculty members will be eligible for participation in the medical, dental and vision insurance plans offered by RVC on the 1<sup>st</sup> day of the month after the hire date of full-time employment.

Cost associated with the medical, dental and vision insurance plans offered by RVC is determined by the College's Health Insurance Consultant.

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

The Parties agree that if the College's Health Insurance Committee issues an approved recommendation to change the plan design set forth in Appendix J during the term of this Agreement, the RVCFA and the College will negotiate an MOU to amend and replace Appendix J to reflect the Health Insurance Committee recommendation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A joint administration, bargaining unit and non-bargaining unit employee committee shall be maintained to make recommendations to the Board and the RVCFA regarding methods to improve College insurance program plan design and to monitor all insurance issues as they occur. The committee will be comprised of equal representation from the administration, each bargaining unit and other employees. Any recommendations arising from the committee must be agreed to by the Association and the Board.

The Board will have final approval authority over any recommendations arising from the Insurance Committee. The Board shall not implement any change(s) to the College's health insurance program without a recommendation from the Insurance Committee unless otherwise negotiated and agreed to by the parties and except in cases where changes to the College's insurance program are required by law.

### **8.2 Professional Development**

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

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

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

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

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

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



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

#### **8.4 Faculty Parking**

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

#### **8.5 Leaves of Absence**

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

Eligible faculty shall be permitted to utilize FMLA leave for up to a total of 12 work weeks during any rolling 12 month period in accordance with the FMLA.

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

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

###### **8.5.2.1 Procedural Requirements**

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

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

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

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

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

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

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

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

All full-time faculty shall be granted 15 days (120 hours) of leave at full pay each contract year. Full-time faculty who work less than a contract year shall have the number of days of leave prorated.

Faculty members will notify their Dean in advance of taking sick and personal leave through personal contact, email or phone call to their Dean. The Leave Request/Absence Report form shall be completed prior to taking personal leave, if possible, and upon return from sick leave. If leave is for an emergency situation, notification should be made in a reasonable time period. Failure to provide notification as set forth above shall result in denial of paid leave.

If an absence affects a faculty member's office hours, the faculty member shall have the option of rescheduling the affected office hours instead of using leave. If the member chooses to reschedule, he/she shall notify the Dean as above, specifying which office hours will be missed

and when they will be made up. The make-up time shall be within one student attendance week of the member returning from leave.

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

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

Personal days may accrue up to 9 days; any additional time beyond 9 days is converted to sick time. The Personal Leave that has been converted to Sick Leave cannot be included when reporting sick hours to SURS. "SNON" (Sick-Non-SURS) code will be applied which represents the non-reportable time accrued as a roll-over from Personal Leave when the maximum accrued Personal Leave time amount of 72 hours is reached. When Payroll records Sick Leave hours, they will first deduct from the employee's "SNON" (Sick-Non-SURS) leave code, then they will deduct as needed from the regular Sick Leave Code. Personal Leave will accrue per pay period worked.

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

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

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

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

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

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

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

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

If the faculty member fails to report to work on the date agreed upon, the faculty member may be terminated if the faculty member receives a certified letter from the

College that the leave is scheduled to expire.

#### **8.5.3.3 Personal Leave**

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

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

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

#### **8.5.3.5 Summer and Winterim Assignments**

Full-time faculty members who have accepted summer or, when offered, Winterim assignments may use accrued sick/personal leave benefits for the summer or Winterim terms or the faculty member may choose unpaid leave for any absence. Sick and Personal leave taken during summer or Winterim sessions will be assessed in the manner defined in 8.5.3.

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

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

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

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

### **8.5.4 Disability**

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

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

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

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

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

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

2. If a faculty member recovers from the disability more than one year (more than 365 days) after the first day of disability as determined by SURS, the College is not obligated to extend employment after the disability, and the Board of Trustees may officially terminate employment after the faculty member has used available sick/personal leave.

#### **8.5.4.3 Accrual of Benefits**

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

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

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

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

Subject to applicable FMLA or ADA guidelines and eligibility requirements, a faculty member may request intermittent leave or a reduced work schedule when such leave is medically necessary for medical treatment of a serious health condition or for recovery from treatment of a serious health condition. The College shall review such requests, in accordance with the applicable FMLA or ADA rules and guidelines, in determining whether to grant a faculty member's request for intermittent leave or a reduced work schedule. 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. Where applicable, a faculty member may apply sick leave, as provided by Section 8.5.2, to be used intermittently or as part of a reduced work schedule. Leave under a reduced schedule shall be deducted proportionally. For example, if a faculty member is teaching 5 CH of a 15 CH load, two-thirds of a week (40 hours x 2/3 = 26.67 hours) in leave shall be deducted from accrued sick leave each full week. Benefits would continue during this time of leave.

#### **8.5.7 Sabbatical Leave**

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

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

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

Sabbaticals that relate to curriculum and/or course development for the College will be considered if the proposal includes letters of support from the candidate's Dean, as well as from administrators in other areas, if their cooperation would be needed to

complete the sabbatical. Sabbaticals that may have an effect upon institutional direction and/or do not relate to the faculty member's duties and responsibilities shall also require appropriate letters of support.

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

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

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

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

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

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

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

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

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

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

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

#### **8.5.7.3 Sabbatical Committees**

A Faculty Sabbatical Leave Committee (FSLC) shall be formed according to the

## Faculty Association By-Laws.

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

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

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

The FSLC and the ASLC shall evaluate the merits of each application and recommend, within the provisions of the policy, those applicants that each Committee determines should be granted a sabbatical leave. In addition, each Committee may recommend a maximum of three alternates, in order of priority, to fill a vacancy created as a result of an illness, resignation, dismissal, etc. The alternate with highest priority as approved by the Board of Trustees, shall be granted the opportunity for a sabbatical leave for the next full academic year or either semester providing the circumstances causing the cancellation are officially recognized prior to the first of June. The first alternate shall be granted the opportunity for a sabbatical leave for the next spring semester providing the official date of cancellation occurs prior to the first of October. The first alternate shall have seven calendar days after official notice of a sabbatical leave offer to either accept or reject the offer. If the first alternate rejects the offer then the second alternate shall have seven calendar days after official notice of the sabbatical leave offer to either accept or reject the offer. The same procedure shall be followed for the third alternate.

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

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

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

### **8.5.7.5 Report on Leave**

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

### **8.5.7.6 Service after Leave**

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

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

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

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

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

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

No tuition or standard fees are charged to faculty members, their spouse, and dependent children who register for courses taken at the College. "Standard fees" include the registration fee, technology fee, activity fee, and lab fees associated with a course.

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

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

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

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

## **8.8 Reimbursements**

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

The College will reimburse faculty members up to a rate of \$250/credit hour for successful completion of previously approved graduate education. Faculty members on sabbatical leave shall be eligible for a maximum reimbursement of \$125/credit hour for courses taken while on sabbatical leave in accordance with existing Board and Administrative policies. A course shall be considered as "taken while on sabbatical leave" if the official semester of the College in which the full-time faculty member enrolls overlaps the official semester during which the faculty member is on sabbatical leave. The maximum number of credit hours for which a faculty member may receive reimbursement per fiscal year is fifteen (15). The maximum number of credit hours for which a faculty member may receive reimbursement while employed at the College is forty-five (45). Faculty members will receive tuition reimbursement only after pre-approval of graduate course work by the appropriate Vice President and receipt of the transcript or other documented evidence of faculty members' successful completion of the graduate course work. The preferred deadline to submit requests for reimbursement is two weeks prior to the start of the course. If approved, the reimbursement must be paid (regardless of budget). Under the Tuition Reimbursement Policy, in special circumstances, faculty will also be reimbursed for courses required for the completion of a Bachelor's Degree. These situations will be considered highly unique and shall require the approval of the immediate Academic Administrator appropriate and Vice President.

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

Where costs for certification or recertification are not otherwise paid for, the College will reimburse faculty members for any out-of-pocket costs incurred for certification and recertification

that are required for their positions and preapproved by the immediate Academic Administrator.

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

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

## **8.9 Sick Leave Bank**

The Association shall be permitted to self-administer a sick leave bank through the Association's Sick Leave Bank Committee and in accordance with rules and regulations derived by the Association and consistent with SURS guidelines.

The College shall have no role in determining who may receive a grant of sick days from the Sick Leave Bank, except that any grant of sick leave under this provision must be used for College approved sick leave purposes only. The College shall also have no role in the administration of the sick leave bank or any discussions to grant access. However, the administration of the sick leave bank shall not cause a disruption to College operations. The Association and the College agree that this provision shall not create any new or additional leave rights under this Agreement or under College policy.

Further the Association agrees to indemnify and hold harmless the Board from and against any claims, damages, suits, charges or legal action, including but not limited to unfair labor practice liability, as a result of any decision of the Association on granting sick days or its administration of the Sick Leave Bank.

The Association shall provide the College's Executive Director of Finance with the semester accounting of the Sick Leave Bank donations days used, and any other documentation necessary for the administration of the Sick Leave Bank within fifteen (15) days following the end of each month.

## **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 J) 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.



**Reopener Clause after June 30, 2024:**

Considering the COVID 19 crisis and the possibility for further negative economic impact during the term of this Agreement, the parties agree to include this contract reopener. If one or more of the following events occurs during the term of this Agreement, the Board will have the right to demand that the Association bargain the impact of such change with the Board.

1. The State of Illinois requires the College to begin making annual contributions to the State University Retirement System (SURS) of 5% or more of the total salary of SURS-enrolled employees; or
2. The State of Illinois withholds 40% or more of annual state payments due to the College for a period exceeding 9 months past the payment due date.

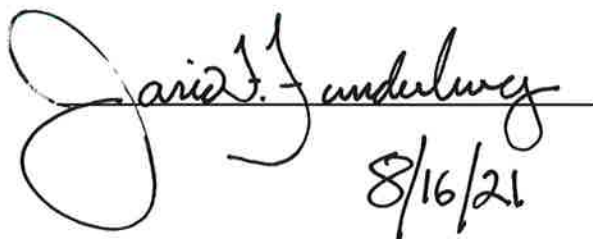
After notice has been given for reopening the contract, the Board and the Association will convene a negotiating committee to meet no later than 7 calendar days after notice has been given to bargain and make recommendations with respect to any or all economic items. The parties will bargain on the reopener over a period of time not to exceed 90 calendar days. Any modifications to this agreement bargained under this Reopener Clause will take effect at the beginning of the following fiscal year in which the contract is reopened. If no modifications to the contract have been agreed upon during this reopener bargaining period, the College will have the right to cancel the remaining year(s) of the contract and bargaining over a successor agreement will begin within fifteen (15) days of the College's notifying the Faculty Senate of the cancellation of the contract.

**ARTICLE IX  
EFFECT AND DURATION OF AGREEMENT**

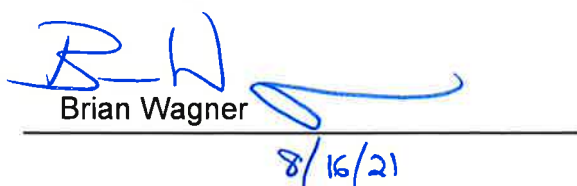
- A. The parties waive, for the duration of this AGREEMENT, the right to negotiate any topic, whether that topic was within contemplation of the parties or not, for the term of this AGREEMENT.  
The parties also agree that, court decisions, notwithstanding, Article IX-A of this AGREEMENT shall be subject to the mandatory bargaining provisions of the IELRA for the purposes of negotiating successor AGREEMENTS.
- B. This AGREEMENT shall not be amended or deleted from in whole or in part by the parties except in writing duly executed by both parties.
- C. The terms and conditions negotiated under the terms of this AGREEMENT shall be reflected in individual contracts.
- D. Should any article, section, or clause of this AGREEMENT be declared illegal by a court of competent jurisdiction, said article, section or clause, as the case may be, shall be automatically deleted from this AGREEMENT to the extent that it violated the law, but the remaining articles, sections and clauses shall remain in full force and effect for the duration of the AGREEMENT, if not affected by the deleted article, section, or clause.
- E. This AGREEMENT shall be effective as of date of signing and shall be in force and effect up to and including the last day of the Summer II Session in 2026.
- F. At all times in this AGREEMENT, time is of the essence.

**IN WITNESS THEREOF**, the parties hereto have executed this **AGREEMENT** this 16<sup>th</sup> day of August, 2021.

BOARD OF TRUSTEES  
COMMUNITY COLLEGE DISTRICT #511

  
8/16/21

ROCK VALLEY COLLEGE FACULTY  
ASSOCIATION  
LOCAL 6211, IFT-AFT

  
Brian Wagner  
8/16/21

# APPENDIX A

## 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 B

## EVALUATION CRITERIA

Page 1 of 2

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

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

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

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

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

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

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

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

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

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

# APPENDIX C

## Faculty Professional Development Plan

Name  
Division  
Rank  
Date

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

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

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

# APPENDIX C-1

## Faculty Professional Development Plan for Librarian Faculty

Name  
 Division  
 Rank  
 Date

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

<sup>1</sup> Can be amended with approval and meeting with immediate Academic Administrator  
<sup>2</sup> Travel requests must be submitted in accordance with the timeline outlined in the current BOT approved Travel Policy

## Appendix D

### 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 D-1

## LIBRARIANSHIP OBSERVATION REPORT

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

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

Date \_\_\_\_\_

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

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

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

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

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

1. Development of library user's skills in using the library resources through library instruction
2. Effective one-on-one instruction with library users through the library reference services
3. Effective management of library collections, which includes evaluation of resources, assessing the needs of College disciplines
4. Development and implementation of effective methods for organizing, classifying, and managing information resources
5. Effective management of the library's automation systems, networked resources and user data
6. Effective promotion of the use of the library through organized events
7. Effective management of the library staff and operation to enhance library services
8. What specific suggestions would you make concerning this faculty librarian's librarianship?
- 9.

**Appendix D-2**  
**ONLINE CLASS**  
**OBSERVATION REPORT**

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

Course \_\_\_\_\_

Date \_\_\_\_\_

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

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

**Instructions:** Prior to the online class observation, 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 online observation. The observer and instructor should meet at a scheduled time following the observation to discuss observations and conclusions including documentation provided in the Online Class Observation Report. The Online Class Observation Report should be utilized as a support document for evaluation of both tenured and probationary faculty per 5.9.4.

1. Describe the instructor's approach to course organization including use of objectives, assignments, and course syllabus. The syllabus should include use of Eagle and turn-around times for feedback and grades.
2. Discuss the use of instructional design and describe the use of online activities' suitability to the course outcomes.
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. Provide examples and extent to which faculty attempt to engage students in the course.
6. How 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 E

## ROCK VALLEY COLLEGE

### Student Evaluation of Faculty Teaching Effectiveness

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

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

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

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

**APPENDIX F**  
**Annual Salary Increase**

<u>Year</u>	<u>Salary</u>	<u>Effective Date</u>
Academic Year 2021-22	1% + \$1,200	Effective 7/1/2021
Academic Year 2022-23	1% + \$1,200	Effective 7/1/2022
Academic Year 2023-24	1% + \$1,200	Effective 7/1/2023
Academic Year 2024-25	1% + \$1,200	Effective 7/1/2024
Academic Year 2025-26	1% + \$1,200	Effective 7/1/2025

## APPENDIX G FACULTY SALARY RANGES

### 2020-21; Existing 2021-22

<u>Lane</u>	<u>Minimum</u>	<u>Maximum</u>
L7	66,270	115,823
L6	64,390	111,825
L5	62,511	107,460
L4	60,631	103,376
L3	58,750	99,292
L2	56,870	95,209
L1	54,991	91,345

### 2021-22, 2020-21 plus 1% + \$ 1,200

<u>Lane</u>	<u>Minimum</u>	<u>Maximum</u>
L7	68,133	118,181
L6	66,234	114,143
L5	64,336	109,735
L4	62,437	105,610
L3	60,538	101,485
L2	58,639	97,361
L1	56,741	93,458

### 2022-23, 2021-22 plus 1% + \$ 1,200

<u>Lane</u>	<u>Minimum</u>	<u>Maximum</u>
L7	70,014	120,563
L6	68,096	116,485
L5	66,179	112,032
L4	64,262	107,866
L3	62,343	103,700
L2	60,425	99,535
L1	58,508	95,593

### 2023-24, 2022-23 plus 1% + \$ 1,200

<u>Lane</u>	<u>Minimum</u>	<u>Maximum</u>
L7	71,914	122,969
L6	69,977	118,850
L5	68,041	114,352
L4	66,104	110,145
L3	64,166	105,937
L2	62,229	101,730
L1	60,293	97,749

### 2024-25, 2023-24 plus 1% + \$ 1,200

<u>Lane</u>	<u>Minimum</u>	<u>Maximum</u>
L7	73,833	125,398
L6	71,877	121,238
L5	69,922	116,696
L4	67,965	112,446
L3	66,008	108,196
L2	64,052	103,947
L1	62,096	99,926

### 2025-26, 2024-25 plus 1% + \$ 1,200

<u>Lane</u>	<u>Minimum</u>	<u>Maximum</u>
L7	75,772	127,852
L6	73,796	123,650
L5	71,821	119,063
L4	69,845	114,770
L3	67,868	110,478
L2	65,892	106,187
L1	63,917	102,126

## APPENDIX H SUMMER/WINTERIM SALARY SCHEDULE

### 2019-20 and 2020-21

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

### Winterim 2021 through Summer 2022

	L1	L2	L3	L4	L5	L6	L7
1	781	828	879	928	977	1025	1076
2	803	852	900	949	1000	1048	1097
3	825	872	925	970	1019	1070	1120
4	844	893	944	991	1042	1090	1141
5	866	917	965	1016	1063	1112	1163
6	888	939	987	1037	1085	1136	1183
7	911	960	1006	1059	1107	1157	1204
8	931	982	1030	1079	1128	1179	1227
9	953	1003	1052	1102	1150	1199	1248
10	976	1024	1074	1124	1172	1222	1271
11	999	1045	1096	1144	1196	1242	1292
12	1018	1067	1117	1165	1215	1264	1314
13	1039	1089	1139	1186	1237	1285	1336
14	1062	1110	1161	1210	1258	1307	1357
15	1084	1133	1182	1231	1282	1330	1379
16	1104	1156	1202	1255	1302	1353	1400
17	1126	1177	1224	1275	1323	1375	1421
18	0	1198	1247	1296	1344	1395	1442
19	0	0	1269	1318	1366	1417	1466
20	0	0	0	1340	1391	1437	1488
21	0	0	0	0	1410	1462	1509
22	0	0	0	0	0	1481	1532
23	0	0	0	0	0	0	1553

### Winterim 2022 through Summer 2023

	L1	L2	L3	L4	L5	L6	L7
1	792	841	892	942	992	1041	1092
2	815	864	914	963	1015	1064	1114
3	838	885	939	985	1034	1086	1136
4	857	907	958	1005	1058	1106	1158
5	879	930	980	1031	1079	1129	1181
6	901	953	1001	1053	1101	1153	1201
7	925	975	1021	1075	1124	1174	1222
8	945	996	1046	1095	1145	1197	1246
9	967	1018	1067	1119	1167	1217	1267
10	991	1039	1090	1140	1190	1240	1290
11	1014	1061	1113	1161	1214	1261	1311
12	1033	1083	1133	1183	1233	1283	1334
13	1055	1105	1156	1203	1256	1304	1356
14	1078	1127	1179	1228	1276	1327	1377
15	1100	1150	1200	1250	1301	1350	1400
16	1121	1173	1220	1273	1322	1373	1421
17	1143	1195	1242	1294	1342	1396	1442
18	0	1216	1266	1316	1364	1416	1464
19	0	0	1288	1338	1387	1438	1488
20	0	0	0	1360	1411	1459	1510
21	0	0	0	0	1431	1484	1532
22	0	0	0	0	0	1503	1555
23	0	0	0	0	0	0	1576

### Winterim 2023 through Summer 2024

	L1	L2	L3	L4	L5	L6	L7
1	804	853	906	956	1007	1056	1108
2	827	877	928	978	1030	1080	1130
3	850	898	953	1000	1050	1102	1153
4	870	920	972	1021	1074	1123	1175
5	892	944	994	1047	1095	1146	1198
6	915	967	1016	1069	1118	1170	1219
7	939	989	1036	1091	1141	1192	1240
8	959	1011	1061	1112	1162	1215	1264
9	982	1033	1083	1136	1185	1235	1286
10	1006	1055	1106	1158	1208	1259	1309
11	1029	1077	1129	1178	1232	1280	1331
12	1049	1099	1150	1200	1252	1302	1354
13	1071	1122	1173	1221	1275	1324	1376
14	1094	1144	1196	1246	1296	1347	1398
15	1117	1167	1218	1268	1321	1370	1421
16	1138	1191	1238	1292	1342	1394	1442
17	1160	1213	1261	1313	1363	1417	1464
18	0	1234	1285	1335	1384	1437	1486
19	0	0	1307	1358	1407	1460	1510
20	0	0	0	1380	1433	1481	1533
21	0	0	0	0	1452	1506	1555
22	0	0	0	0	0	1526	1578
23	0	0	0	0	0	0	1600

## SUMMER/WINTERIM SALARY SCHEDULE

### Winterim 2024 through Summer 2025

	L1	L2	L3	L4	L5	L6	L7
1	816	866	919	970	1022	1072	1125
2	840	890	941	992	1045	1096	1147
3	863	912	967	1015	1066	1119	1171
4	883	934	987	1036	1090	1140	1193
5	905	958	1009	1062	1111	1163	1216
6	929	982	1032	1085	1135	1188	1238
7	953	1004	1052	1107	1158	1210	1259
8	973	1026	1077	1128	1179	1233	1283
9	997	1049	1100	1153	1203	1253	1305
10	1021	1071	1123	1175	1226	1278	1329
11	1044	1093	1146	1196	1250	1299	1351
12	1065	1115	1167	1218	1270	1321	1374
13	1087	1139	1191	1240	1294	1344	1397
14	1110	1161	1214	1265	1315	1367	1419
15	1134	1184	1236	1287	1341	1390	1442
16	1155	1209	1257	1312	1362	1415	1464
17	1177	1231	1280	1333	1383	1438	1486
18	0	1252	1304	1355	1405	1458	1508
19	0	0	1327	1379	1429	1482	1533
20	0	0	0	1401	1454	1503	1556
21	0	0	0	0	1474	1528	1578
22	0	0	0	0	0	1549	1602
23	0	0	0	0	0	0	1624

### Winterim 2025 through Summer 2026

	L1	L2	L3	L4	L5	L6	L7
1	828	879	933	985	1037	1088	1142
2	852	904	956	1007	1061	1113	1165
3	876	925	981	1030	1082	1135	1188
4	896	948	1002	1051	1106	1157	1211
5	919	973	1024	1078	1128	1181	1235
6	943	996	1047	1101	1152	1205	1256
7	967	1019	1068	1124	1175	1228	1278
8	988	1042	1093	1145	1197	1252	1302
9	1012	1064	1116	1170	1221	1272	1325
10	1036	1087	1140	1193	1244	1297	1349
11	1060	1110	1163	1214	1269	1319	1371
12	1081	1132	1185	1237	1290	1341	1395
13	1103	1156	1209	1258	1313	1364	1418
14	1127	1179	1232	1284	1335	1388	1440
15	1151	1202	1255	1307	1361	1411	1464
16	1172	1227	1276	1332	1382	1436	1486
17	1195	1250	1299	1353	1404	1460	1508
18	0	1271	1324	1376	1426	1480	1531
19	0	0	1347	1399	1450	1504	1556
20	0	0	0	1422	1476	1525	1579
21	0	0	0	0	1496	1551	1602
22	0	0	0	0	0	1572	1626
23	0	0	0	0	0	0	1648

## APPENDIX I OVERLOAD SALARY SCHEDULE

### 2019-20 and 2020-2021

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

### Fall 2021 through Summer 2022

	L1	L2	L3	L4	L5	L6	L7
1	780	819	858	897	936	975	1016
2	787	826	865	904	944	985	1023
3	794	833	872	912	952	990	1030
4	803	842	882	920	960	1000	1038
5	809	850	888	928	968	1006	1046
6	819	858	897	936	975	1016	1055
7	826	865	904	944	985	1023	1062
8	833	872	912	952	990	1030	1070
9	842	882	920	960	1000	1038	1079
10	850	888	928	968	1006	1046	1085
11	858	897	936	975	1016	1055	1095
12	865	904	944	985	1023	1062	1101
13	872	912	952	990	1030	1070	1109
14	882	920	960	1000	1038	1079	1119
15	888	928	968	1006	1046	1085	1125
16	897	936	975	1016	1055	1095	1134
17	904	944	985	1023	1062	1101	1141
18	0	952	990	1030	1070	1109	1149
19	0	0	1000	1038	1075	1119	1157
20	0	0	0	1046	1085	1125	1164
21	0	0	0	0	1095	1134	1172
22	0	0	0	0	0	1141	1181
23	0	0	0	0	0	0	1187

### Fall 2022 through Summer 2023

	L1	L2	L3	L4	L5	L6	L7
1	791	831	871	911	950	990	1031
2	798	839	878	918	958	999	1038
3	806	846	885	926	966	1004	1046
4	815	855	895	933	975	1015	1054
5	821	862	901	942	983	1021	1062
6	831	871	911	950	990	1031	1070
7	839	878	918	958	999	1038	1078
8	846	885	926	966	1004	1046	1086
9	855	895	933	975	1015	1054	1095
10	862	901	942	983	1021	1062	1101
11	871	911	950	990	1031	1070	1112
12	878	918	958	999	1038	1078	1118
13	885	926	966	1004	1046	1086	1126
14	895	933	975	1015	1054	1095	1135
15	901	942	983	1021	1062	1101	1141
16	911	950	990	1031	1070	1112	1151
17	918	958	999	1038	1078	1118	1158
18	0	966	1004	1046	1086	1126	1166
19	0	0	1015	1054	1091	1135	1174
20	0	0	0	1062	1101	1141	1182
21	0	0	0	0	1112	1151	1190
22	0	0	0	0	0	1158	1199
23	0	0	0	0	0	0	1204

### Fall 2023 through Summer 2024

	L1	L2	L3	L4	L5	L6	L7
1	803	844	884	924	964	1005	1047
2	810	851	891	932	972	1014	1054
3	818	859	898	940	981	1020	1061
4	827	868	909	947	989	1030	1070
5	833	875	915	956	998	1036	1078
6	844	884	924	964	1005	1047	1086
7	851	891	932	972	1014	1054	1094
8	859	898	940	981	1020	1061	1102
9	868	909	947	989	1030	1070	1112
10	875	915	956	998	1036	1078	1118
11	884	924	964	1005	1047	1086	1128
12	891	932	972	1014	1054	1094	1135
13	898	940	981	1020	1061	1102	1143
14	909	947	989	1030	1070	1112	1152
15	915	956	998	1036	1078	1118	1159
16	924	964	1005	1047	1086	1128	1168
17	932	972	1014	1054	1094	1135	1175
18	0	981	1020	1061	1102	1143	1184
19	0	0	1030	1070	1107	1152	1192
20	0	0	0	1078	1118	1159	1199
21	0	0	0	0	1128	1168	1208
22	0	0	0	0	0	1175	1217
23	0	0	0	0	0	0	1222



## OVERLOAD SALARY SCHEDULE

### Fall 2024 through Summer 2025

	L1	L2	L3	L4	L5	L6	L7
1	815	857	897	938	979	1020	1062
2	823	864	904	946	987	1030	1070
3	830	871	912	954	996	1035	1077
4	840	881	922	962	1004	1045	1086
5	846	888	929	970	1013	1052	1094
6	857	897	938	979	1020	1062	1103
7	864	904	946	987	1030	1070	1110
8	871	912	954	996	1035	1077	1119
9	881	922	962	1004	1045	1086	1128
10	888	929	970	1013	1052	1094	1135
11	897	938	979	1020	1062	1103	1145
12	904	946	987	1030	1070	1110	1152
13	912	954	996	1035	1077	1119	1160
14	922	962	1004	1045	1086	1128	1170
15	929	970	1013	1052	1094	1135	1176
16	938	979	1020	1062	1103	1145	1186
17	946	987	1030	1070	1110	1152	1193
18	0	996	1035	1077	1119	1160	1201
19	0	0	1045	1086	1124	1170	1210
20	0	0	0	1094	1135	1176	1217
21	0	0	0	0	1145	1186	1226
22	0	0	0	0	0	1193	1235
23	0	0	0	0	0	0	1241

### Fall 2025 through Summer 2026

	L1	L2	L3	L4	L5	L6	L7
1	827	869	910	952	993	1035	1078
2	835	877	918	960	1002	1045	1086
3	842	884	925	968	1010	1050	1093
4	852	894	936	976	1019	1061	1102
5	859	902	943	985	1028	1068	1111
6	869	910	952	993	1035	1078	1119
7	877	918	960	1002	1045	1086	1127
8	884	925	968	1010	1050	1093	1135
9	894	936	976	1019	1061	1102	1145
10	902	943	985	1028	1068	1111	1152
11	910	952	993	1035	1078	1119	1162
12	918	960	1002	1045	1086	1127	1169
13	925	968	1010	1050	1093	1135	1177
14	936	976	1019	1061	1102	1145	1187
15	943	985	1028	1068	1111	1152	1194
16	952	993	1035	1078	1119	1162	1203
17	960	1002	1045	1086	1127	1169	1211
18	0	1010	1050	1093	1135	1177	1219
19	0	0	1061	1102	1141	1187	1228
20	0	0	0	1111	1152	1194	1236
21	0	0	0	0	1162	1203	1244
22	0	0	0	0	0	1211	1254
23	0	0	0	0	0	0	1259

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

**PROGRAM BENEFIT COVERAGE - PPO 1**

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

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

**PROGRAM BENEFIT COVERAGE - PPO 2**

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

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

**PROGRAM BENEFIT COVERAGE - HSA**

**Premium Contributions**

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

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

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



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

**Domestic Partnership Affidavit**

**I. DECLARATION**

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

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

**II. DOMESTIC PARTNER CRITERIA**

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

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

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

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

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

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

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

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

#### **VI. ACKNOWLEDGEMENTS**

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

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

**Domestic Partnership Affidavit**

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

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

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

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

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

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

**BENEFITS STAFF USE ONLY**

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

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

Documentation Meets Requirements       Yes       No

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

**Employee Acknowledgment**

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

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_ Contact Phone Number \_\_\_\_\_

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

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



**APPENDIX K**  
**MEDICAL, VISION & DENTAL INSURANCE CONTRIBUTION SCHEDULE**  
**2021-2026**

**PPO 1**

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

**PPO 2 & HSA – Non-wellness**

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

**PPO 2 & HSA – Wellness**

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

**Dental**

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

# APPENDIX L

Board Report #6629

June 30, 2009

## MEMORANDUM OF AGREEMENT - CLINICAL SKILLS NURSING INSTRUCTOR POSITION

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

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

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

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

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

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

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

Excluded:

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

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

The bargaining unit shall consist of full-time faculty members, librarians and Clinical Skills Nursing Instructors as defined in the IELRB Certification of Representative dated June 30, 2009 and specifically excludes all classified employees and any Dean, managerial, confidential, short-term and part-time academic employees as defined by Section 2 of the IELRA.

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

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

By: Brian Shelton, Association President

Date: 6/30/2009

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

## APPENDIX M

### CHE for Courses Schedule with Adjusted CHE Assignments

Course	Credit Hours	CHEs	Stipend
ENG, 099, 101, 103, 108, 109, 110, 200, 210	3	4	
ENG 095, 097, 098	4	5	
CHM 099	3	5	
ECE 204	4	2**	
CRM 291	1-4	2**	
HSR 205	1-4	2**	
RSP 132, 231, 232	3	4	
CIS 142, 143, 180, 181, 182, 184, 240, 254, 276, 277, 279	4	4	
WEB 101, 102, 230, 233, 235	4	4	
OFF 115	2	2.5	

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