

MEMORANDUM OF UNDERSTANDING

IMPLEMENTATION OF 2021-2026 COLLECTIVE BARGAINING AGREEMENT

THIS **MEMORANDUM OF UNDERSTADING** ("MOU") is made and entered into by and between the BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 511 (the "College" or the "Board") and the ROCK VALLEY COLLEGE FACULTY ASSOCIATION, LOCAL 6211, IFT-AFT/AFL-CIO (the "RVCFA"), each individually referred to as a "Party" and collectively as the "Parties" herein, to memorialize agreements made between the College and the Association concerning implementation of the newly agreed upon Collective Bargaining Agreement between the Parties, effective through the last day of Summer II Session in 2026 ("2021-2026 CBA").

WITNESSETH

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

WHEREAS, the Parties previously agreed to a Collective Bargaining Agreement originally executed by the Parties on October 27, 2015 and which remained in effect and in force up to and including June 30, 2020;

WHEREAS, the Parties further agreed on June 26, 2020 to a rollover of the terms and conditions of the 2015-2020 CBA through June 30, 2021 as a result of the COVID-19 pandemic, known between the parties as the "Rollover Period";

WHEREAS, the Parties commenced collective bargaining over a successor agreement to the 2015-2020 CBA on February 17, 2020;

WHEREAS, the Parties reached a tentative agreement as to the terms and conditions of the 2021-2026 CBA as a result of that collective bargaining on July 28, 2021;

WHEREAS, a majority vote of the membership of the RVCFA approved and ratified the adoption of the tentatively agreed-upon terms and conditions of the 2021-2026 CBA on August 2, 2021,

WHEREAS, the College's Board approved the adoption of those same terms and conditions on August 10, 2021,

WHEREAS, before the Parties agreed to adoption of the 2021-2026 CBA, the Parties agreed that certain provisions of the 2021-2026 CBA could not be fully implemented during the Fall 2021 Semester, given the timing of the approval and adoption of the 2021-2026 CBA; and

WHEREAS, the Parties endeavored in good faith to reach agreement regarding implementation of these provisions following execution of the CBA;

NOW, THEREFORE, in consideration of the promises, mutual undertakings, and agreements of the Parties, the Parties hereby agree as follows:

1. **Execution of the 2021-2026 CBA**

The Parties agree that they will cause this MOU to be executed simultaneously with and in furtherance of adoption of the 2021-2026 CBA;

2. **Release and Waiver of Claims**

In exchange for entering into this MOU, the Parties agree to release and waive any and all claims, causes of actions, damages, suits, grievances, and legal actions, including unfair labor practice charges, against the College, the RVCFA or its members relating to or arising from this MOU and the implementation and execution of the 2021-2026 CBA as set forth herein.

3. **Length of Work Week (Section 6.7.4)**

Whereas Section 6.7.4 of the 2021-2026 CBA requires when a faculty member identifies only office hours as a day to meet the minimum number of days a faculty member is to be on campus for the required workweek (i.e., three (3) days), the Parties recognize that some faculty members have been assigned to teach only online courses during Fall Semester 2021. The Parties therefore agree that Section 6.7.4 shall be interpreted to allow those faculty members to count time teaching synchronous classes while on campus (e.g., from the faculty member's office) toward the minimum number of days a faculty member is to be on campus for the required workweek.

4. **Appointment of Academic Chairs (Section 6.15.2)**

Whereas Section 6.15.2 of the 2021-2026 CBA transitions the responsibility for the nomination, election and selection of Academic Chairs from the College to the RVCFA, and there is insufficient time remaining for such nomination, election and selection prior to the start of Fall Semester 2021, the Parties agree that Section 6.15.2 of the 2021-2026 CBA shall take effect on the first day of Spring Semester 2022. The procedures for appointing or selecting Academic Chairs for Fall 2021 shall comply with the terms of the 2015-2020 CBA.

5. **General e-Learning Agreements (Section 6.16.2)**

Whereas Section 6.16.2 of the 2021-2026 CBA requires that all faculty members teach a minimum of three (3) credit hours face-to-face each academic semester, the Parties again recognize that some faculty members have been assigned to teach only online and/or hybrid courses during Fall Semester 2021. The Parties therefore agree that the minimum three (3) credit hour requirement in Section 6.16.2 shall be waived for those faculty members assigned to teach only online and/or hybrid courses during Fall Semester 2021 at the time the Parties ratified and approved the 2021-2026 CBA.

6. **Limitation on Waiver**

Any waiver of rights regarding the intended interpretation and application of provisions of the 2021-2026 CBA set forth above shall be effective through the final day of Fall Semester 2021.

The Parties acknowledge and agree that this MOU does not revise, amend, or modify any provisions of the CBA, and that all provisions of the CBA remain in full force and effect during its term.

This MOA is non-precedential in nature, meaning that it will not set a precedent in any future matter and may not be used or cited by any party or employee in any grievance, lawsuit, claim, court proceeding, arbitration, or other forum for any purpose whatsoever, except to enforce its terms.

7. **Effective Date**

This MOU is effective immediately upon execution.

8. **Counterparts**

This MOU may be executed in two or more counterparts, in hard-copy or electronic format, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

Rock Valley College Faculty Association

By: Brian Wagner



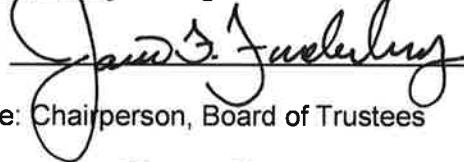
Title: President

Date: 8/13/2021

8/16/21

Rock Valley College

By: James J. Juchling



Title: Chairperson, Board of Trustees

Date: 8-25-2021

8-25-2021