TWO-YEAR AGREEMENT

BETWEEN

BOARD OF TRUSTEES COMMUNITY COLLEGE

DISTRICT NO. 513

AND

AMERICAN FEDERATION OF TEACHERS LOCAL 1810

2026-2027
2027-2028

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ARTICLE I

Term of Agreement

This agreement shall become effective on the first day of the fall semester of the 2026-2027 academic year, and shall terminate the day immediately preceding the first day of the fall semester of the 2028-2029 academic year. If Local 1810, American Federation of Teachers, is the bargaining agent for the succeeding year, 2028-2029, then the agreement for the academic year 2028-2029 is to be negotiated during the 2027-2028 academic year.

ARTICLE II

Bargaining Unit

The College recognizes the Federation as the bargaining agent for all faculty members under contract for the academic years 2026-2027 and 2027-2028. "Faculty member" includes teaching faculty, laboratory instructors and counselors. The following personnel shall be excluded from the bargaining unit:

President
Vice President for Academic Affairs
Vice President for Student Services
Vice President for Business Services & Finance
Associate Vice President for Academic Affairs
Associate Vice President for Student Services
Director of Human Resources
Director of Admissions & Records
Director of Adult Education
Director of Continuing Education & Business Services
Director of Financial Aid
Director of Intercollegiate Athletics
Director of Learning Resources
Director of Nursing
Director of Community Relations & Marketing
Academic Division Supervising Administrators
Librarians

Student Support Services/Project Success Counselors
ESL/GED Program Manager
Coordinator For Truck Driver Training
Campus and Community Tutoring Coordinator
Other non-teaching administrative personnel

The College recognizes the Federation as the bargaining agent in these areas: salary, medical leave, personal leave, medical and life insurance, sabbatical leave, tenure grievance policy, number of preparations, class size in relation to the teaching situation, contact hours, and seniority in special assignments.

The term "faculty member" as used in this agreement shall refer to all employees in the bargaining unit represented by the Federation.

Nothing herein shall require any faculty member to be a member of the Federation.

ARTICLE III

Seniority and Special Assignments

A. **Seniority.** Seniority is to be calculated beginning with the first working day of the faculty member's first full-time contract with District 513. In case of an extended leave due to illness, a faculty member will be given a full-year seniority credit only if they have rendered service equal to one college semester. A complete seniority list by divisions shall be posted within thirty (30) days after the beginning of the fall semester.

B. **Assignments.** In all faculty member assignments, other things (experience, preparation, special competence required for given assignment, etc.) being equal, seniority will be given preference. A primary goal is for each full-time faculty member to have a full teaching load for each academic year.

IVCC faculty will be appropriately qualified to teach, in accordance with college, State, and accrediting bodies, upon hire or upon completion of any conditions of hire. It is the responsibility of IVCC faculty to remain qualified to teach so long as they are employed by the College. No later than October 15 of each academic year, the Vice President for Academic Affairs will provide each faculty member a list of classes/discipline prefixes of which the College considers the individual qualified to teach. Faculty members shall be required to verify their credentials to the Vice President of Academic Affairs, including but not limited to an established Credential Qualifications Plan that would lead to a new teaching qualification, to the College annually on or before January 15. If the Faculty member fails to verify their credentials to the College annually by January 15, the College will use the most recent verification on file for the Faculty member when making decisions regarding staffing and seniority rights. In the event of a reduction-in-force, non-qualified faculty will retain their tenure and seniority rights regarding any reduction in force so long as an approved Credential Qualifications plan (which shall be offered before any reduction in force recommendations are made by the Administration to the Board and which shall not be unreasonably burdensome) is in place and satisfactory progress toward its completion is evident, taking into consideration the number of classes required to be completed which shall be completed within a reasonable period of time.

The College shall, upon being informed that a faculty member does not appear to be appropriately qualified to teach, petition the relevant governing authority (HLC or ICCB) to recognize the faculty member as sufficiently accredited to teach.

If a faculty member teaches an overload in the fall semester and does not make load in the spring semester, the fall overload should be used for that instructor to make load before any "bumping" takes place. Overload is not guaranteed.

If a full-time faculty member cannot make load, there will be a meeting between the faculty member and the supervising administrator with the goal of determining a **mutually acceptable assignment.** The following guidelines will be applied, keeping the best interests of the students in mind:

1. Explore options with approval of the Vice President for Academic Affairs
2. If "bumping" is necessary, it will occur in the following order:
    a. An administrator's class
    b. A part-time faculty member's on-campus class
    c. A part-time faculty member's extension site class or a junior full-time faculty member's overload
    d. A senior full-time faculty member's overload
    e. A junior tenured full-time faculty member's load (meaning a section or sections assigned to that junior faculty member that makes up their required load)
3. An option for a tenured faculty member who does not make load is to spread their load over two semesters and a summer session (Article IV, Section A.2.). In this case, the College agrees to waive/revise the time line required in the contract.

Should questions arise concerning such assignments, they shall be subject to review by the Vice President for Academic Affairs with the faculty member concerned and a representative of the Federation.

ARTICLE IV

Work Load

A. Work Load - Teaching Faculty. The academic year will normally consist of the fall and spring semesters. Earnest effort shall be made to prepare teaching schedules for each semester in accordance with the following ideal standards:

1. The annual load will be thirty (30) hours. Normally, the semester load will be fifteen (15) hours, but the annual thirty-hour (30) load may be distributed unequally between the two semesters: e.g., eighteen (18) hours the first semester and twelve (12) hours the second semester and should avoid being concentrated in one semester. Release time shall count as part of a faculty member's annual load. All hours in excess of the annual thirty (30) hours, however, will constitute an overload.

Full-time faculty members may teach up to two overload classes per semester (or 6 credit hours, whichever is greater). The faculty member may appeal to teach over this limit to the Vice President for Academic Affairs, who will consider exceptions based on institutional need. All qualified faculty members will have their turn in a continuing rotation.

Before class assignments are made for the fall or spring semester, the supervising administrator shall provide a draft schedule from which the faculty shall submit their assignment requests, including any preference for delivery methods and overload. Faculty members of the same discipline are encouraged to work together in selecting courses in the

discipline. Faculty who do not submit requests within the designated minimum two-week time frame will be presumed to have no schedule preferences. Class assignments may be based on the following factors:

- The faculty members original request for the course;
- Any special scheduling needs or objectives such as classes at night, remote site, dual credit/enrollment, or distribution of course assignments within the discipline in order to promote versatility and equity among the discipline's full-time faculty;
- The faculty member's education and experience and ability to teach a particular course or courses effectively and in accordance with demonstrable program accreditation requirements;
- The faculty member's seniority;
- Other factors deemed relevant based upon discussions between the supervising administrator and faculty member.

In all faculty member assignments, other things (experience, preparation, special competence required for given assignments, etc.) being equal, seniority will be given preference. Neither past assignments schedules nor overload are guaranteed. After considering faculty requests and the above factors, supervising administrators shall assign load and overload to faculty members prior to assigning any class to a part-time faculty member, provided that such overload shall not exceed one class (or 4 semester hours, whichever is greater) during a semester,and the total load does not exceed 21 credit hours. Remaining sections may be assigned to either full-time faculty requesting overload or part-time faculty based on the needs of the

students and the institution. Class assignments shall be communicated in writing to the faculty members.

Subsequent changes to a faculty member's schedule for a given semester shall be discussed between the supervising administrator and the faculty member in advance of such changes being made. Any changes shall be communicated in writing to the faculty member. The final class schedule and faculty assignments shall be determined by the supervising administrator in accordance with this section.

2. In order to provide greater work load flexibility for tenured faculty and more staffing options for the College, the following alternatives to the traditional fall/spring semester schedule are available:

a. Alternative Options for Making Load. Subject to receiving prior approval as specified in section "b" below, a faculty member may opt to spread their full-time teaching load over three consecutive semesters; either Summer, Fall, Spring, or Fall, Spring, Summer. Faculty may opt to satisfy their load by teaching in any two of three semesters or by teaching in all three semesters. A faculty member may not spread out load over Summer, Fall, Spring, Summer. Office hours will be pro-rated, based on the percentage of load taught during a semester, including pre-summer or summer session. If a faculty member is scheduled to, but does not make load during the regular academic year (fall/spring semesters), they may also be able to teach during the following summer session, subject to availability and approval, and thereby retain their full-time faculty status. Alternatively, a faculty member may choose to begin their academic year with the summer session and spread their work load through the succeeding semesters of the academic year.

b. Procedures for Obtaining Approval. A faculty member who wants to make load by teaching outside the regular academic year shall submit a written proposal and obtain approval from their supervising administrator and the Vice President for Academic Affairs. If the faculty member intends to teach less than a full load in the fall, the proposal must be submitted by February 1 of the preceding academic year. If the faculty member intends to teach less than a full load in the spring, the proposal must be submitted by May 15 of the preceding academic year. The Vice President may waive proposal deadlines at their discretion.

A load agreement shall be signed by the faculty member, the Federation President, and the Vice President for Academic Affairs. Ability to offer and staff classes will be a primary issue in considering proposals for a flexible schedule. Flexible load schedules shall not span two academic years (an academic year begins with the fall semester and ends at the conclusion of summer semester).

c. If a faculty member teaches during the summer session in order to make load, overload pay for the academic year will be calculated at the beginning of the regular summer session.

3. In determining load, laboratory hours and clinical hours shall be counted as follows:

"Clinical" is defined as supervision of health profession students in the provision of patient care in health care facilities. One clinical hour shall be counted as one credit hour.

"Closed laboratory" is defined as laboratory instruction involving a setting in which students are assigned to a specific lab section of a course that meets at a

specific time each week. One closed lab hour shall be counted as one credit hour.

"Open laboratory" is defined as laboratory instruction involving a setting in which students are completing laboratory course work required as part of a specific course. Students may be present any time during posted open lab hours. Teaching faculty are assigned to the lab for a set period of hours, and not to a specific course. One open lab hour shall be counted as 0.75 credit hours.

The Writing Center is a non-credit generating non-course specific, student support service that offers individual assistance with any part of the writing process. Assistance is provided by peer tutors or by writing instructors. Faculty are assigned to the writing center for a set period of hours. One Writing Center hour shall be counted as 0.75 credit hours.

In Career and Technical Programs wherein multiple courses meet simultaneously under one instructor, 0.25 will be added to the load calculation for each scheduled hour of closed lab. (Example: Welding Series – 1 hour lecture and 2 hours lab is calculated at 1.0 lecture hours + 2.0 equated lab hours + .50 multiple prep = 3.5 hours of load.)

4. Normally class preparations will range between two and three hours at any one time, except as mutually agreed between the administration and the faculty member, or as required for the needs of the program. The work load shall include an announced and posted schedule of five and one-half (5.5) conference hours per week when the faculty member is

regularly available to the students. Conference hours are to be scheduled at no less than 30 minutes. Faculty teaching one or more on-line or blended classes may reduce the number of scheduled conference hours to five (5) per week. Conference hours may also be reduced for some faculty teaching at extension sites per Article XIII, Section F. Conference hours are not counted as contact hours.

5. Regular classes will be limited to thirty-five (35) students per faculty member excepting:

Business Communications (ENG 1205 and ENG 2000)*	24-student limit (without the option of adding students beyond 24)
English Composition (ENG 1001 and ENG 1002)*	24-student limit (without the option of adding students beyond 24)
Composition Development (ENG 0920 and ENG 0925)	10 student limit (without the option of adding students beyond 10
Journalism (JRN 1001 and JRN 1002)*	24-student limit (without the option of adding students beyond 24)
Speech and all other English	25-student limit
Seminars	15-student limit
Directed Study	5 student limit
Closed Laboratory Sections	20-student limit
Developmental Courses	20-student limit
Large Lecture Sections	120-student limit
Nursing Clinicals	8 student limit

	(does not include preceptorship experiences)
Nonclinical Practicum	10 student limit

6. Online and hyflex classes will be capped at 75 percent (rounded to the nearest whole number) of enrollment caps of on-campus face-to-face classes. Caps for stand-alone seminars and classes already capped at 20 will not be reduced.

7. A "large lecture section" provides a structure, such as supplementation by seminars or closed laboratories, that maintains student/faculty ratios and ensures student learning and performance.

8. Additional enrollments may be authorized with the consent of both the faculty member and the supervising administrator. The faculty member or supervising administrator may authorize Admissions and Records personnel to permit additional enrollments, starting with those on the wait list, in any of the following manners:

a. Signing a student's registration form, noting their approval;

b. Forwarding a handwritten note stating same; Via an e-mail message, stating same, to the Admissions and Records personnel; or,

c. Via a phone call or voice message to the Admissions and Records personnel.

B. **Work Load - Counselors.** Counselors will work the same academic calendar as teaching faculty, including instructional and non-instructional days as identified in the College calendar. The normal work day for counselors is seven (7) hours. During the academic year, counselors are required to work one evening per week. The Vice President of Student Services

may request that counselors work additional evenings, to be compensated at the overload rate. Overload shall include any shift that no full-time or part-time counselor is regularly scheduled to work.

In order to ensure that peak times of student needs are covered, counselors will have an addendum to their annual contract. The annual addendum will be for a minimum of sixteen (16) days to be worked during identified peak times, and may extend to twenty-four (24) days. Identified peak times include all days the College is open for business in August prior to the beginning of the contract year and all days the College is open for business in January prior to the beginning of the contract for Spring semester. Counselors will be required to work 12 days during these identified peak periods. Additionally, the final eight (8) days in July that the College is open for business will be considered peak times and each Counselor will be required to work a minimum of four (4) days during this peak period. The Counselors will work collaboratively to ensure all 8 peak days in July will be staffed by at least one full-time counselor. Any additional addendum days beyond the required 16 will be mutually agreed upon between the Vice President for Student Services and the individual counselors. Addendum days will be compensated at the per-diem rate for each counselor for the contract year that begins after the required addendum days in July and August. Missed addendum days, including the last two weeks of July, will require the use of leave time. Counselors may opt to take flex time, rather than monetary compensation, for all or part of the work days included in the addendum. No more than one half of the work days included in the addendum may be taken in any one given semester as flex time. Flex time must be used within 12 months of the date on which it was earned.

The Transfer Coordinator shall report to the Dean of Student Success and will be paid at a rate ascertained by multiplying the amount determined based upon the Transfer Coordinator's appropriate placement on the Collective Bargaining Agreement pay scale multiplied by 1.115. The Transfer Coordinator shall work One Hundred Ninety (190) days over the period of twelve (12) months on a schedule determined by the Dean of Student Success and not tied to the College's academic calendar. Addendum days do not apply. Overload Pay, as stated in Article XIII-Letter B Number 1 shall apply. The Transfer Coordinator, as a faculty salaried position, shall be accorded leave time and other benefits as set forth within the Collective Bargaining Agreement.

C. **Work Load – Laboratory Instructors.** Individuals with an associate, baccalaureate or advanced degree may be employed as laboratory instructors. The work load for laboratory instructors will be thirty (30) hours per week, plus four (4) student conference hours per week. Laboratory instructors shall enjoy all rights and privileges of this contract.

D. **Work Load – Dental Hygiene Program Coordinator.** Due to Commission on Dental Accreditation (CODA) requirements, the program coordinator's regular teaching load shall include eight (8) credit hours of reassigned time for each fall and spring semester to allow for program coordination so that teaching time does not exceed 49% of the coordinator's work load.

E. **Collaborative Teaching:** Two or more faculty members who share responsibility for teaching the same section of a course (team teaching) or cooperate in the teaching of a cluster of linked or coordinated courses (learning community) shall be considered Collaborative Teaching. They engage in joint planning, agree on the expected outcomes for the course or cluster of courses, and have equal responsibility for delivery of instruction and assessment of student learning.

F. **New Faculty Orientation.** During their first complete full-time semester, first-year faculty will be required to participate in an orientation. Teaching faculty and laboratory instructors will receive .5-hour reduction in scheduled office hours per week during the semester of the orientation. Counselors will attend orientation as part of their regular workload.

ARTICLE V

Faculty Member Rights

A. **Official Faculty Files.** Official faculty files in the College's Human Resources Office shall be maintained under the following circumstances:

1. No material derogatory to a faculty member's conduct, service, character, or personality shall be placed in the file unless the faculty member has had an opportunity to read the material. The faculty member will affix their signature on the copy to be filed, with the understanding that such signature merely signifies that they have read the material to be filed and does not necessarily indicate agreement with the contents.

2. The faculty member shall have the right to respond to any material filed and their answer shall be attached to the file copy.

3. Upon written request by the faculty member, they shall be permitted to examine in the Human Resources office their official cumulative file (not their placement office credentials or confidential letters of recommendation sent to placement agencies and/or prospective employers and graduate schools), but they are not to mark, destroy, or remove any of the contents.

Any written documents used as the basis for a reprimand, suspension, or dismissal must be included in the faculty member's central personnel file.

4. Upon written request, the faculty member shall receive a copy of materials in their official cumulative file if such materials are to be used by the College in any form of litigation.

5. In the event that the faculty member refuses to sign a statement to the effect that they have read material to be added to their file, the appropriate administrator shall notify the Federation President, who shall sign a document indicating receipt of a copy of the material. The Federation President will forward a copy to the faculty member.

B. Faculty Handbook. The faculty handbook will not be revised without contract negotiation and bargaining through the Education Excellence Council (EEC) or discussion/approval through EEC.

C. Suspension and Dismissal. The President may suspend a faculty member with pay: (1) during an investigation into allegations of misconduct when the faculty member's presence threatens the safety of a member of the campus community, (2) as a disciplinary measure for misconduct that is detrimental to the College, (3) pending a Board hearing to suspend the faculty member without pay, or (4) pending a Board hearing to terminate an employee. A suspension with pay will be considered after the conclusion of appropriate Title IX or Behavior Intervention Team investigations have determined such action is warranted. The President shall meet with the faculty member to present the allegations, give the faculty member an opportunity to refute the allegations, and inform the faculty member the dates the suspension will begin and end. The faculty member shall be entitled to Union representation throughout the investigation and suspension process, and the Federation shall be informed of the investigation and notified in writing of the faculty member's suspension.

A faculty member on tenure may be suspended without pay or dismissed only by the Board and in accordance with the Illinois Public Community College Tenure Act.

ARTICLE VI

INTELLECTUAL PROPERTY

A. Intellectual Property Rights. This provision defines the respective rights of bargaining unit employees and the College in intellectual property made, created or developed by bargaining unit employees in connection with their employment by the College. Intellectual property rights are those that can be or have been trademarked, copyrighted, or patented or that may otherwise exist in instructional, artistic, scholarly or tangible research material.

B. Presumption of Employee Ownership. Intellectual property created by a faculty member shall be the sole and exclusive property of that faculty member for perpetuity. Such intellectual property shall continue to be used for the benefit of the College so long as the faculty member maintains employment at the College. Faculty members may negotiate with the College on an individual basis issues such as compensation, joint-ownership, or the disposition of the work if the individual's contractual relationship with the College is altered (See Intellectual Property Agreement form).

C. Exempted Scholarly Works. The College specifically waives ownership rights to scholarly works to which academic institutions have traditionally waived such rights. Such works include, but are not limited to:

1. Textbooks,
2. Class notes,

3. Research proposals,

4. Course syllabi, classroom presentations, and instructional material. A "course syllabus" is the version of the official outline developed for use by the faculty member in the classroom.

5. Innovative products or procedures (which may appear in a variety of forms, such as printed matter, slides, web-based productions or multimedia presentations) resulting from or enhancing the teaching/learning process. For example, such material includes research articles and monographs; student theses and dissertations; paintings, drawings and sculptures; musical compositions and performances; dramatic works and performances; poetry, fiction, or nonfiction; lab-based or technological innovations or instructional procedures; or computer programs, languages or software.

D. College Ownership.

1. **Significant Use of Resources** – The College will own any intellectual property (other than exempted scholarly works) that is made, discovered or created by a faculty member who makes significant use of College resources (including College- Administered funds or College funded time, facilities, or equipment) in connection with the development of such intellectual property. The product of such "significant use" is work that does not have a primary classroom or educational purpose, and/or detracts from the quality of the teaching/learning process. Use of library facilities, other facilities available to the general public, and ordinary use of office equipment and office staff will not be considered "significant use" of College facilities and equipment.

2. **College Commissioned Works**. Where intellectual property is made, discovered or developed under a specific agreement between a faculty member and the College and the agreement defines the obligations and ownership rights of each party, the agreement shall take precedence over any parts of this provision that may be inconsistent.

3. **Grant Funded Projects.** Ownership of intellectual property that is made, discovered or created in the course of research or sponsored projects funded by grants will be governed by the terms of such grants or agreements, as approved by the College.

4. **College Right of Use.** Intellectual property created by the faculty member in the fulfillment of the faculty member's normal duties and responsibilities under this collective bargaining agreement is presumed to belong to the faculty member for proprietary or marketing purposes outside of the College, but is available to the College for internal program/course review, to share with other institutions of higher education, and for review by external governing, accrediting or funding agencies regulating the College. The College shall be entitled to benefit without further cost from the use of that property within the College for instructional or other educational purposes for the duration of the faculty member's employment with the College.

Example 1: The College may send a copy of a faculty member's syllabus to the University of Illinois to facilitate student transfer without asking permission of the faculty member.

Example 2: The College will acquire permission from faculty before forwarding syllabi to instructors or high schools.

E. Sale of Intellectual Property. Funds received by the College from the sale of intellectual property owned by the College shall be allocated and expended as determined solely by the College.

Funds received by the faculty member from the sale of intellectual property owned by the faculty member shall be allocated and expended as determined solely by the faculty member.

Funds received by the faculty member and by the College from the sale of intellectual property owned jointly by the faculty member and the College shall be allocated and expended in accordance with the specific agreement negotiated by the faculty member and the College concerning such jointly owned intellectual property.

F. Obtaining Copyrights, Patents, or Trademarks. It shall be the sole obligation of the owner of intellectual property under this provision to take appropriate legal steps to protect ownership of that property. This agreement is not intended to shift that responsibility to the Union or any other entity. If intellectual property is made, created or developed in a situation where it is reasonable to believe that joint ownership may exist, it is the obligation of each party to consult with the other before taking any action to assert or protect ownership.

G. Development Obligations.

1. The College supports the development, production, and dissemination of intellectual property by its faculty members so long as those efforts support and do not detract from faculty member's job duties.

2. Joint ownership will continue after termination of employment unless otherwise agreed upon by both parties.

3. Sharing of intellectual property involving blended or on-line courses may occur where there is mutual agreement between the supervising administrator, participating faculty members, and, when possible, the original course developer.

4. Recognizing that the development of distance learning classes and materials, web-based courses and other innovative media and course materials benefits the College and its mission, the College may from time-to-time provide resources such as stipends and reassigned time and expenses to support such efforts by faculty members. Unless otherwise agreed, these resources will not be considered "significant" and will create no College ownership of resulting property.

ARTICLE VII

Leaves

The Union and the College agree that the Paid Leave for All Workers Act (Public Act 102-1143, effective January 1, 2024) is fully waived and replaced with the paid leave provisions contained in this Collective Bargaining Agreement Article VII.

A. Annual Medical Leave. Each full-time faculty member shall be granted medical leave with pay as follows: Twenty (20) days for the first year of employment; twelve (12) days per year for each subsequent year after the first year. Each full-time faculty member shall be permitted to accumulate an unlimited number of medical leave days with pay. Faculty who teach summer school will receive two (2) days of medical leave. Medical days that become available as a result of rendering service in the summer will not accumulate.

The College reserves the right to request a physician's certificate that the faculty member is incapacitated from performing their usual or ordinary duties for any medical leave taken.

B. **Personal Leave.** Each full-time faculty member shall be granted five (5) days yearly for personal leave. Unused personal leave will be accumulated as medical leave, not personal leave. Faculty members shall notify their supervising administrator forty-eight (48) hours in advance, if practicable, of such leave so provisions can be made to cover classes or other assigned responsibilities.

C. **Bereavement Leave.** When death occurs in their immediate family/step family (i.e., spouse/partner, parent, parent of current spouse/partner, child, brother, sister, brother-in- law, sister-in-law, grandparents, grandchildren, legal guardians), a faculty member, on request, may be excused for three (3) days leave without loss of pay. Medical leave may be used, if appropriate, to supplement bereavement leave or where bereavement leave is not applicable.

D. **Family and Medical Leave Act Leave.** The Family and Medical Leave Act of 1993 and its accompanying regulations apply to eligible Federation members. Time spent on FMLA shall be credited toward salary increment, overload, and seniority as part of time spent in full-time service.

E. **Military Leave.** Any faculty member drafted or recalled for military service shall be granted a military leave of absence. Any such faculty member returning to the College will be reemployed following the provisions of the "Uniformed Services Employment and Reemployment Act of 1994" as amended. On return from military leave, the faculty member will be eligible for seniority and placement on the salary schedule in the position they would have attained during the leave period.

F. **Sabbatical Leave.** A sabbatical leave of absence for a maximum of one year may be granted for the purpose of study, travel, or other purposes, all of which are designed to improve service to the College, to faculty members who have rendered service full-time for six (6) or more years at Illinois Valley Community College. A faculty member is eligible for consideration for leave after the sixth consecutive full year of service. Special consideration will be given to granting an out-of-sequence leave to a faculty member enrolled in a doctoral program who may require such a leave to complete residency requirements.

A faculty member who has taken a sabbatical leave will not again be eligible until they have rendered service full-time for an additional successive six (6) year period. No more than two (2) faculty or three (3) percent of the full-time faculty, whichever is greater, may be granted sabbatical leaves during the same academic year. Application for sabbatical leave shall be made in writing by the faculty member requesting leave and submitted to the President of the College prior to March 15 preceding the academic year for which leave is requested. The applicant will submit a statement describing the length of leave and the program they intend to follow during the leave. Recommendations for approval of requests for sabbatical leave shall be made to the Board by the President. The primary factor to be considered in granting sabbatical leave will be its relative benefit to the College, to the students, and to the faculty member.

The interest of District 513 shall be protected by a written agreement providing that the faculty member will return to the service of the District and will render at least one year of service upon return from leave. If the faculty member wishes to receive compensation while on leave, the College may request a bond or written agreement, as appropriate, indemnifying the College for the

total salary paid in the event the faculty member fails to return and render at least one-year service in the employ of District 513 following the sabbatical leave.

Faculty members granted sabbatical leave for one semester shall be paid full salary during such leave. Faculty members granted leave for one full year shall be paid one-half salary for the year in which leave is taken. The salary shall be paid in the same manner as if the faculty member were teaching in District 513. The faculty member may accept a fellowship or grant-in-aid in accomplishment of the purpose for which the leave was granted. Time spent on sabbatical leave shall be credited toward salary increment and seniority as time spent in full-time service.

Upon completion of the sabbatical leave and within sixty (60) days of the faculty member's return to duty, they shall submit to the President one of the following:

If the leave was for formal study, a transcript of credit and a brief description of the program studied, including a detailed evaluation of the program with respect to its contribution to the leave;

If the leave was for travel, a written report setting forth the faculty member's reaction to the travel and a statement of the benefits received.

G. **Legal Leave.** A faculty member shall be excused from work for jury service. Such faculty member shall be paid their regular salary less the fee they received for jury duty.

H. **Medical Leave Pool/Bank.** Participants must donate one (1) sick day per year to the pool. The pool/bank will be open to all faculty members covered by this contract and participation will be voluntary. The medical leave pool/bank is available to contributing members who have exhausted their accumulated medical leave and are subject to a catastrophic or serious medical situation/condition. A catastrophic or serious medical situation/condition is defined as an

injury, illness, impairment or physical or mental condition that involves in-patient care or continuing treatment by a health care provider and that prevents the faculty member from performing their assigned responsibilities. Local 1810 may require certification from the faculty member or family member's health care provider verifying the need for leave based on a serious health condition.

I. Leave for Federation Business. Should the Federation desire to send and to pay expenses for representatives to local, state, or national conferences, or on other business pertinent to Federation affairs, these representatives shall be excused without loss of salary or the use of a personal day, providing the Federation notifies the Vice President for Academic Affairs of such leave in advance, and shall ensure that classes are properly covered during their absence.

A maximum of four (4) work days total per contractual year may be used by the Federation during the term of this agreement. Federation representatives attending conferences, or on other Federation business, during times when they are not required to be on campus will not be counted in reaching this maximum.

J. Remote Work. Faculty members shall be allotted four (4) remote work days per academic year. Unless under special circumstances mutually agreed upon between a faculty member and their dean, the use of remote work should not become the primary method of instruction for an otherwise face-to-face course. Faculty should be available to students and for scheduled College business as they would be when on campus. These days are non-accruing.

K. Increments for Leave. Paid leave days may be taken in .25-day increments. Absence during a Division meeting or commencement ceremony may be taken in .25-day increments.

ARTICLE VIII

No-Strike Pledge

The Federation and the College subscribe to the principle that any and all differences shall be resolved by orderly and appropriate means without interruption of the College operations. The Federation, therefore, agrees that it will not instigate, engage in, support, encourage, or condone any strike, work stoppage, or other concerted refusal to perform work by the faculty members covered by this agreement. Differences between the parties concerning the meaning, interpretation, or application of this agreement shall be resolved by utilization of the Grievance Procedure set forth in Article IX hereof, or by other lawful and orderly means available under the laws of the State of Illinois. The College shall not engage in lockouts.

ARTICLE IX

Grievance Procedure

Should any difference arise between the College and any faculty member or the Federation with respect to the meaning, interpretation, or application of a specific and identified provision of this agreement, it shall be resolved in accordance with the following procedure. This Procedure is intended to encourage resolution of differences through discussion of concerns and consideration of mutually agreeable options wherever possible and, where such discussions are not successful, to facilitate efficient processing of the grievance. Informal resolution of differences through discussion between faculty members and their supervisors is encouraged.

Step I. A grievance shall be recognized and processed if it is reduced to writing and filed with the Vice President for Academic Affairs within twenty (20) working days following the occurrence of the event giving rise to the grievance.

Either before a grievance is filed or soon thereafter, a conference shall be scheduled by the Vice President for Academic Affairs. The aggrieved and the Federation shall be notified of the time and place of the conference. The participants in the meeting shall be agreed upon by the Vice President for Academic Affairs or their designee and the aggrieved/Federation. If agreement on participants cannot be reached, the conference may be attended by the aggrieved and up to two Federation Representatives, the Vice President or a designee and up to two additional administrators as designated by the Vice President, except that the aggrieved may choose to participate without any intervention by the Federation.

The purpose of the meeting shall be to clarify concerns and to explore options for resolving the issue by mutual agreement. If agreement cannot be reached, the participants shall discuss whether to modify any of the subsequent steps and timelines for processing the grievance. Any agreement to modify steps and timelines shall be reduced to writing between the Federation and the Vice President.

If this meeting does not resolve the matter, the Vice President shall provide a written response either accepting or denying the grievance within ten (10) working days of the date the grievance is filed or the meeting is held, whichever is later. A denial shall include reasons for the denial.

Step II. If Step I does not provide a satisfactory solution, the grievant and the Federation may appeal in writing to the President of the College within seven (7) working days following receipt of written notice of the Vice President's decision. The appeal shall state the nature of the grievance, the disposition and reasons offered by the Vice President, and reasons why they are unsatisfactory. The President shall schedule a conference on the matter and advise the faculty

member and the Federation of the time and place of the conference. If the grievance is not satisfactorily resolved at the conference, the President shall communicate their decision and reasons in writing to the aggrieved faculty member and the Federation within ten (10) working days of the receipt of the written appeal.

Step III. Final appeal on any grievance shall be made in writing to the Board within seven (7) working days following receipt of the President's decision. The appeal shall state the grievance, the disposition and reasons offered by the President and the reasons why they are unsatisfactory. The appeal and a complete written case history shall be presented at the first regular Board meeting following receipt of the appeal provided the regular meeting is scheduled within two (2) weeks; otherwise, a special Board meeting shall be called. The grievance shall be presented by the grievant or at the grievant's choice by another member of the Federation. The grievant may be accompanied by up to five Federation Representatives. The Board's decision shall be communicated in writing to the grievant and the Federation within fifteen (15) working days after receipt of the appeal.

Step IV. Should the Board's decision prove unacceptable, the Federation may initiate arbitration. An arbitrator shall be selected jointly by the Board and the Federation from a list of seven arbitrators who reside in Illinois and who are members of the National Academy of Arbitrators requested from the Federal Mediation and Conciliation Service (FMCS). From the list furnished, the Board shall select three names and the Federation shall select three names. If more than one name appears on both lists, the choice will be made by lot. If the lists contain no common names, the final selection will be made by striking names alternately from the FMCS list (the first turn will be determined by lot) until only one name remains.

The decision of the arbitrator will be accepted in good faith as final by the parties to the grievance, and both will abide by it. The arbitrator shall limit their decision strictly to the application and interpretation of the provisions of this Agreement as they apply to the specific grievance presented, and they shall be without power or authority to make any decision limiting or interfering in any way with the powers, duties, and responsibilities of the Board under applicable law.

The administration or the College may initiate a grievance, except the positions of the parties shall be reversed. The absence of a denial of the grievance at any step within the designated time period shall function as a denial.

The Federation, upon request, must represent all faculty members in the bargaining unit; however, any faculty member or group of faculty has the right to present a grievance and seek adjustment without the intervention of the Federation representative.

ARTICLE X
Appointment and Tenure Provisions

The objectives in establishing a tenure policy are to ensure an environment conducive to professional competence in teaching and to permit maximum security to the faculty members consistent with effective operation. A tenure policy must not function to protect a faculty member who neglects their professional responsibilities but should provide for an atmosphere of freedom in keeping with their professional status.

A. Reduction in Force. Any faculty member reinstated after a reduction in force will be reinstated at the same step or level as existed prior to the termination.

B. **Savings Clause.** In the event that the Illinois Public Community College Tenure Act is declared unconstitutional by any court of competent jurisdiction, Article IX of the 1978-1980 collective bargaining agreement shall be immediately effective in this contract.

ARTICLE XI

Medical and Life Insurance

District No. 513 will provide medical and life insurance programs for employees and dependents. The College agrees to pay 80 percent of all health benefits and the faculty agrees to pay the remaining 20 percent unless noted differently below. All employees and dependents will be offered a high deductible medical insurance plan (HDHP) through the employer.

Employees also have the option of a health savings account (HSA) or a health reimbursement account (HRA) if they meet all Internal Revenue Service (IRS) criteria.

The College will deposit into an HSA, for each employee with an HSA, on the first pay date in January of each applicable year, a minimum of $2,500 annually for single coverage and $5,000 for employee plus one or family coverage. The College shall make available to employees with an HRA, on January 1st of each applicable year, a minimum of $2,500 annually for single coverage and $5,000 for employee plus one or family coverage. If an employee begins employment after the start of the spring semester, the HRA/HSA contribution will be prorated for the portion of the calendar year for which they are employed.

Annual health screenings to develop a health risk appraisal will be available for all faculty and covered spouses/partners.

Each employee may choose from the following health screening options:

Option A: Participate in the annual health screening

- Dependents are not required to participate
- Completed during the Fall semester or prior to the date indicated by the health screening provider each year
- Free to employees and any spouse/partner covered under the College insurance plan
- Will be available on the Oglesby campus for a defined period of time each Fall semester
- Covered under the Health Insurance Portability and Accountability Act (HIPAA)

Option B: Non-Participation in the annual health screening

For new employees, the College shall pay 80 percent of health insurance premiums for all categories of insurance coverage during the period lasting from the date of hire until the next health screening.

The College shall pay 80 percent of health insurance premiums for all categories of insurance coverage for those who participate in IVCC's annual wellness screening, or the College shall pay 78 percent of health insurance premiums for all categories of insurance coverage for those who do not participate in IVCC's annual wellness screening. In the event the District does not offer an annual health screening, all faculty participating in the District's insurance program will contribute 20 percent towards health insurance premiums.

The College will provide, at its expense, term life insurance with a face value of $60,000. Accidental Death and Dismemberment (AD&D) insurance will also be provided by the College.

The Federation President or their designee will be afforded an opportunity to have input into the College's formal process for selecting and reviewing employee medical and life insurance coverage.

ARTICLE XII

Salary Schedule

A. Administration of Salary Schedule. The salary schedule shall be administered by the President of the College or by their designee. Except for newly hired Faculty members, and as otherwise provided in Section P (Retirement Planning Program), Faculty members shall be paid as follows:

Beginning in 2022-2023, gross Faculty member salaries will be calculated based on their current placement on the 2021-2022 academic year salary schedule not inclusive of any activity pay, overload pay, or stipend pay.

Year	Rate of Increase on Previous Year's Gross Salary
2026-2027	3.50 percent base increase
	2.00 percent market adjustment
2027-2028	3.50 percent

B. Starting Salary Schedule Definition. The salary schedule consists of ten columns defined as follows. All academic credit must be awarded by an accredited institution.

1. Associates Degree
2. Associates Degree + 30 (with related industry experience)
3. Bachelor's Degree (with related industry experience)

4. Masters – Master's Degree in subject field(s), or Master's Degree with 45 semester hours in subject field, a minimum of 18 hours of which must be approved graduate credit
5. Masters + 15 – Master's Degree as described above, with 15 semester hours of approved graduate credit beyond the Master's Degree, of which at least 10 semester hours must be in the subject field(s)
6. Masters + 30 – Master's Degree as described above, with 30 semester hours of approved graduate credit beyond the Master's Degree, of which at least 15 semester hours must be in the subject field(s)
7. Masters + 45 – Master Degree as described above, with 45 semester hours of approved graduate credit beyond the Master's Degree, of which at least 25 semester hours must be in the subject field(s)
8. Masters + 60 – Master's Degree as described above, with 60 semester hours of approved graduate credit beyond the Master's Degree, of which at least 40 semester hours must be in the subject field.
9. Additional Masters – The attainment of an additional Master's Degrees as described above.
10. Doctorate – An earned Doctorate Degree in the subject field, or an earned Doctorate Degree with at least 40 graduate hours beyond the Master's Degree in the subject field.

For 2022-2023 and beyond, salaries for New Faculty members will be calculated as follows:

2026-2027 Starting Salary Schedule Below

2027-2028 Starting Salary Schedule Below

STARTING UNDERGRADUATE SALARY SCHEDULE Fiscal Year 2026-2027				
STEPS	A Associates	B Associates +30	C Bachelors	D Bachelors + 30
1.	47,038	47,538	48,538	50,038
2.	47,979	48,489	49,509	51,039
3.	48,938	49,459	50,499	52,060
4.	49,917	50,448	51,509	53,101
5.	50,915	51,457	52,539	54,163
6.	51,934	52,486	53,590	55,246
7.	52,972	53,536	54,662	56,351
8.	54,032	54,606	55,755	57,478
9.	55,113	55,698	56,870	58,627
10.	56,215	56,812	58,007	59,800
11.	57,339	57,949	59,168	60,996
12.	58,486	59,108	60,351	62,216

STARTING UNDERGRADUATE SALARY SCHEDULE Fiscal Year 2027-2028				
STEPS	A Associates	B Associates +30	C Bachelors	D Bachelors + 30
1.	47,508	48,013	49,023	50,538
2.	48,459	48,974	50,004	51,549
3.	49,428	49,953	51,004	52,581
4.	50,416	50,952	52,024	53,632
5.	51,425	51,971	53,064	54,704
6.	52,453	53,011	54,126	55,798
7.	53,502	54,071	55,208	56,914
8.	54,572	55,152	56,312	58,053
9.	55,664	56,255	57,439	59,214
10.	56,777	57,380	58,587	60,398
11.	57,912	58,528	59,759	61,606
12.	59,071	59,699	60,954	62,838

STARTING GRADUATE SALARY SCHEDULE Fiscal Year 2026-2027						
STEPS	E Masters	F Masters +15	G Masters +30	H Masters +45	I Masters +60	J Doctorate
1.	52,538	55,038	57,538	60,038	62,538	66,038
2.	53,589	56,139	58,689	61,239	63,789	67,359
3.	54,661	57,262	59,863	62,464	65,065	68,706
4.	55,754	58,407	61,060	63,713	66,366	70,080
5.	56,869	59,575	62,281	64,987	67,693	71,482
6.	58,006	60,766	63,527	66,287	69,047	72,911
7.	59,166	61,982	64,797	67,613	70,428	74,370
8.	60,350	63,221	66,093	68,965	71,837	75,857
9.	61,557	64,486	67,415	70,344	73,273	77,374
10.	62,788	65,776	68,763	71,751	74,739	78,922
11.	64,044	67,091	70,139	73,186	76,233	80,500
12.	65,324	68,433	71,541	74,650	77,758	82,110
13.	66,631	69,801	72,972	76,143	79,313	83,752
14.			74,432	77,666	80,900	85,427
15.			75,920	79,219	82,518	87,990
16.					84,168	90,630
17.					85,851	93,122
18.					87,568	95,683
19.					89,320	98,314
20.					91,106	100,575

STARTING GRADUATE SALARY SCHEDULE Fiscal Year 2027-2028						
STEPS	E Masters	F Masters +15	G Masters +30	H Masters +45	I Masters +60	J Doctorate
1.	53,063	55,588	58,113	60,638	63,163	66,698
2.	54,125	56,700	59,276	61,851	64,427	68,032
3.	55,207	57,834	60,461	63,088	65,715	69,393
4.	56,311	58,991	61,670	64,350	67,029	70,781
5.	57,438	60,171	62,904	65,637	68,370	72,196
6.	58,586	61,374	64,162	66,950	69,737	73,640
7.	59,758	62,602	65,445	68,289	71,132	75,113
8.	60,953	63,854	66,754	69,654	72,555	76,615
9.	62,172	65,131	68,089	71,048	74,006	78,148
10.	63,416	66,433	69,451	72,468	75,486	79,711
11.	64,684	67,762	70,840	73,918	76,996	81,305
12.	65,978	69,117	72,257	75,396	78,536	82,931
13.	67,297	70,500	73,702	76,904	80,106	84,590
14.			75,176	78,442	81,709	86,281
15.			76,679	80,011	83,343	88,870
16.					85,010	91,536
17.					86,710	94,053
18.					88,444	96,640
19.					90,213	99,297
20.					92,017	101,581

After completion of the academic year of which they are hired, New Faculty shall receive salary increases in accordance with the schedule of increases in Article XII Letter A, no newly hired Faculty member shall receive a salary higher than a current Faculty member with substantially equivalent experience and education.

Overload Compensation shall be as follows:

2026-2027: $923 per credit hour

2027-2028: $946 per credit hour

C. <u>Approved Credit.</u>

1. For this salary schedule, a Bachelor's Degree or Master's Degree is attested by:

   a. The usual certificate from the granting college or university, or

   b. A statement from the Registrar of the school attended certifying that all the requirements for the degree have been completed.

2. "Subject field" is defined as within the faculty member's discipline or program area.

3. For this starting salary schedule, approved graduate credit is defined as follows:

   a. Academic work at the undergraduate or graduate level offered by an accredited college or university in the subject field(s).

   b. Academic work in areas related to the subject field(s). Prior approval by the supervising administrator and the Vice President for Academic Affairs or the Vice President for Student Services (for counselors) is required for acceptance of this credit. The faculty member may revise and resubmit a proposal for reconsideration.

c. Academic work in areas or fields which will increase the competence of the faculty member in service to the College. A proposal concerning such courses must be submitted in writing to the Vice President for Academic Affairs or the Vice President for Student Services (for counselors) together with a statement relating the proposed work to the professional growth of the faculty member. The Vice President or the Vice President for Student Services (for counselors) may request a review of the proposal by a committee comprised of the supervising administrator, a representative in the area in which the proposed work is to be done, and the Vice President or their designee or the Vice President for Student Services (for counselors). Course work taken at the specific request of the College shall qualify under this category.

d. Upon approval by the supervising administrator and the Vice President for Academic Affairs or the Vice President for Student Services (for counselors), and verification, an equivalent of 5 semester hours shall be granted for 8 weeks of industrial experiences gained through summer employment if directly related to the subject field(s). The maximum is 10 hours.

e. Upon approval by the supervising administrator and the Vice President for Academic Affairs or the Vice President for Student Services (for counselors), and verification, in addition to College- sponsored activities, approved non-academic institutes and seminars or workshops

shall be equated as one-quarter semester hour for each 8 hours of documented contact time, or each Continuing Education/Professional Development Unit awarded where a CEU or CPDU is equal to 8 contact hours.

4. Approved Faculty Advancement Plan

Faculty continuing their education under an approved Faculty Advancement Plan shall receive education enhancement added to their salaries in the following increments:

AA+30: $500

AA+30 to BA: $500

BA to BA+30: $1,000

BA+30 to MA: $2,500

MA to MA+15: $2,500

MA+15 to MA+30: $2,500

MA+30 to MA+45: $2,500

MA+45 to MA+60: $2,500

Additional Master's Degree: $3,000

MA+60 to Doctorate: $3,500

The College will not be responsible for paying any salary enhancement for Continuing Education Increases if it will cause the Faculty member to earn over the SURS cap (currently 6 percent) during any salary year that SURS will use for final retirement calculations. Should a Faculty member who is subject to the current SURS cap of 6% attain an

additional Continuing Education Increase within four years of their first eligibility for retirement in excess of 6%, the increase over 6% shall be deferred to future years of employment with the College or deposited into a 403b account on behalf of the Faculty member. The percent increase under Article XII Letter A will be applied to a Faculty member's gross salary after the addition of any continuing education increases.

A faculty member may advance based on the documented completion of an approved Faculty Advancement Plan, as follows:

a. The faculty member must submit a written Faculty Advancement Plan to the appropriate supervising administrator. The plan will be reviewed by a committee consisting of, at a minimum, the faculty member's supervising administrator and another faculty member appointed by the Federation from outside of the faculty member's discipline. Additional members may be appointed by agreement between the appropriate Vice President and the Federation. The committee will make a recommendation to the Vice President or the Vice President for Student Services (for counselors), who retains authority for final approval of the plan. The approved plan will be retained in the faculty member's personnel file in the Human Resources Office. While a long-term plan involving multiple Continuing Education increases may receive tentative approval, final approval will be limited to one Continuing Education increase at a time.

b. A Faculty Advancement Plan for advancement to the Doctorate Level may be considered for a doctorate in an academic discipline, in higher education, or in community college education.

c. A faculty member who has earned a terminal advanced degree less than a doctorate may submit a Faculty Advancement Plan for a master's degree in another discipline or in teaching and learning. Such a Plan may be approved for advancement to Doctorate Level.

d. The Plan must outline a collection of integrated learning experiences, such as courses, workshops, seminars, internships, etc.

e. The Plan must include articulation of the faculty member's educational/development goal, including proposed advancement.

f. For movement of one level to the next, the proposed activities shall be equivalent to 30 semester hours of undergraduate or 15 semester hours of college or graduate coursework, whichever is applicable.

g. The faculty member shall demonstrate how the integrated learning experiences proposed in the Plan are intended to benefit the curriculum and the institution. Courses and other activities emphasizing new instructional methodologies and technologies are encouraged.

h. The Plan may include learning experiences outside the faculty member's discipline, as long as those experiences directly enhance teaching

and learning at IVCC. A combination of "subject" and "related" learning experiences is encouraged.

i. The Plan may include CPU credit earned through industry reaccreditation requirements necessary to maintain the applicable IVCC program or individual's ability to legally teach or operate within the industry.

j. Proposals that do not receive approval will be returned to the faculty member with a written rationale. The faculty member may revise and resubmit a proposal for consideration.

k. The faculty member may propose addenda to an approved Plan, subject to the approval process outlined above.

l. Documentation of the completion of the approved Plan must be provided before any salary schedule advancement is approved by the Vice President for Academic Affairs or the Vice President for Student Services (for counselors). Where completion of an approved Plan requires evaluation of the quality of the work produced by the faculty member, the Vice President or the Vice President for Student Services (for counselors) may seek input from other qualified faculty members.

m. Compensation increases for approved advancements shall be implemented twice during the fiscal year. If a Faculty member completes all necessary plan requirements prior to the commencement of the Fall semester, the salary enhancement will be applied for the entire contract year. If a Faculty member completes all necessary plan requirements prior to January

15 of any contract year, an amount equal to ½ of the compensation amount due for advancement shall be added beginning on the first payroll cycle in February. The remaining ½ will be added for the subsequent academic year.

D. Initial Placement. Newly hired Faculty members shall be placed on the schedule in the column and on the step for which they qualify under Item B above.

For all new faculty members, the factors of education, experience, ability, and value to the College will be considered in the determination of initial placement. Years of teaching experience and equivalent experience judged on the basis of applicability shall be recognized in this placement, at the Administration's discretion.

E. Vocational-Technical Personnel. Every effort shall be made to employ faculty members for occupationally oriented courses who offer academic as well as business or industrial experience. For initial placement on the salary schedule, years of occupational experience may be equated to steps on the salary schedule. When related and established industry competencies enhance the teaching effectiveness of the faculty

ARTICLE XIII
Other Compensation

A. Summer Session. Summer session will be paid at the overload rate. Faculty members may teach up to nine (9) equated hours during the summer session. (See Article IV, Subsection A, sub-Subsection 3 for determining equated hours for laboratory or clinical hours.)

Full-time faculty members may teach summer session in rotation. A turn of rotation will be six hours, with nine hours being the maximum. New faculty members enter the rotation schedule at the bottom of rotation at the time of employment.

Faculty members interested in teaching summer session must provide written commitments that they will accept a summer teaching assignment by February 1 of each contract year. Any faculty member who fails to provide such a commitment waives the opportunity to teach summer session during that year, and faculty members who sign commitments will be required to fulfill those commitments.

B. Overload Pay.

1. Counselors may work additional days as overload paid at the same rate as the faculty overload rate (overload rate/16). Full-time counselors will be given first right of refusal for overload.

2. Overload payments shall be included with the regular February payroll.

C. Program Coordinators.

1. Only faculty in career and technical programs will be designated as "program coordinators."

2. Some faculty positions include program coordinator responsibilities at the time of employment. Other career and technical faculty members may apply to their supervising administrator to be recognized as a program coordinator. The supervising administrator will then make a recommendation to the Vice President for Academic Affairs. The prospective program coordinator may appeal the supervising administrator's decision to the Vice President for Academic Affairs.

3. The program coordinator will work with the Vice President, supervising administrator, faculty, staff, and community in implementing activities pertaining to

areas of assignment to promote program success as outlined in the *Guidelines for Program Coordinators* (See Faculty Handbook).

4. Compensation for program coordinators is as follows:

a. Program coordinators will receive three (3) credit hours of reassigned time per semester (fall and spring) or equivalent in overload pay.

- During the regular academic year, additional compensation may be awarded for "extra-ordinary" responsibilities. The program coordinator will apply and gain approval from the supervising administrator and the Vice President when responsibilities substantially exceed "basic duties." A copy of the approved requests will be forwarded to the Federation by the supervising administrator. Program Coordinators <u>may</u> be eligible for additional compensation for the following:

- Laboratory maintenance, management and upgrade
- Grant management or development
- Program improvement plans (following approval by the supervising administrator)
- Curriculum development for new certificates or degrees
- Preparation of accreditation reports

<u>Compensation for Summer Duties</u>. A program coordinator may request one (1) credit hour of summer pay for "basic" responsibilities. An additional one to two (1-2) credit hours of

summer pay may be awarded for extra-ordinary duties. These may include

- Laboratory maintenance, management and upgrade
- Grant management or development
- Program improvement plans (following approval by the supervising administrator)
- Curriculum development for new certificates or degrees
- Preparation of accreditation reports

b. The program coordinator may request that up to three weeks between the end of spring semester and the beginning of fall semester be considered as "vacation," during which time the program coordinator will not be available.

c. Written request for additional compensation (regular academic year or summer), accompanied by rationale, will be submitted by the program coordinator to the respective supervising administrator, who has the authority to approve the request. If the supervising administrator denies the request, they shall provide a rationale to the program coordinator. The program coordinator may then appeal the supervising administrator's decision to the Vice President for Academic Affairs.

D. **Section Intentionally Left Blank.**

E. **Pay of Substitute Instructors.** Full-time faculty members serving as substitutes shall be paid an hourly rate computed on the overload pay and prorated based upon

the portion of the semester for which the substitution occurs [overload rate per credit hour/16 weeks]. Requests for substitute pay under this Section must be approved in advance by the appropriate supervising administrator.

F. Extension Courses. Since extension courses may be offered by the College, one extension course per semester may be assigned as part of a faculty member's regular load. If the extension course is an overload, compensation will be at the overload pay rate. In addition, $7.50 will be allotted for meals for those courses beginning or ending between 10:45 a.m. and 1:00 p.m. and for courses beginning or ending between 4:00 p.m. and 7:00 p.m. Receipts for meals must be submitted with mileage request.

If a faculty member teaches at more than one extension site where there are five or more miles between sites or the sites are visited on different days, that faculty member may reduce conference hours by one hour per week with the understanding that the faculty member will use reasonable efforts to accommodate extension site students with availability before and after class and electronically.

G. Laboratory and Clinicals.

1. One clinical hour shall be counted as one class hour.
2. One closed lab hour shall be counted as one class hour.
3. One open lab hour shall be counted as equivalent to 0.75 times a class hour.
4. One Writing Center hour shall be counted as equivalent to 0.75 times a class hour.
5. In Career and Technical Programs wherein multiple courses meet simultaneously under one instructor, 0.25 will be added to the pay calculation for

each scheduled hour of closed lab. (Example: Welding Series – For 2022 and beyond, the calculation will be 1.0 lecture hours + 2.0 equated lab hours + .50 multiple prep =3.5 hours of pay.

6. A Welding faculty member performing oversight of a certification exam (to include AWS registration, materials and coupon preparation per standards, observation and proficiency documentation, welds testing, and coupon preparation for shipping) shall be compensated at an hourly rate computed on the overload pay rate (OPR) and as closed laboratory hour equivalents (CLH) which equates to $51.56 per contact hour in academic year 2022-2023. For 2023-2024, the CLH is $53.14. For 2024-2025, the CLH is $54.69. For 2025-2026, the CLH is $56.25. [(CLH = OPR)/16]

H. Counselor Addendum Pay. For the agreed-upon length of the annual addendum, each counselor will be compensated at their contractual rate divided by the number of duty days identified for that calendar year. Counselor pay for the days worked under the addendum between the first work day in August and first day of the contract year will be paid at a per diem based on the contractual rate for the new contract year. However, payment for the addendum days worked in July and August will be deferred until the beginning of the new contract year.

I. Distance Learning.

1. Definitions

a. Distance learning – Learning in which students are separated from the instructor by place or time and utilizes text, voice and/or video technologies to facilitate communication. Self-paced courses lacking regular and substantive

interaction are not distance learning courses, thus they are not covered by provisions of this agreement.

b. Online course – a course whose delivery method is dependent on the use of the Internet. Online courses follow a prescribed schedule and include regular interaction between students and the instructor. Campus attendance is not required, with the possible exception of proctored tests.

c. Blended course – a course in which the format is adapted through use of the Internet. Seat time is significantly reduced in a blended course, based on the extent to which the course objectives can be met using alternative teaching methods. The faculty member links elements of traditional classroom instruction with relevant and meaningful online activities, assessing students in both components of the course.

d. Hyflex course - a course designed to allow students to choose, for each class session, whether to attend in person, participate synchronously online, or engage asynchronously. The faculty member should teach in the classroom at the originally scheduled day/time with synchronous and asynchronous options for participation.

2. Development

A faculty member who intends to teach a blended or online course that they had not taught before in a blended or online format will receive a stipend equivalent to three credit hours of overload pay or three credit hours of reassigned time and a faculty member who intends to teach a hyflex course that they had not

taught in a hyflex format (not to exclude instruction prior to academic year 2025-2026) will receive a stipend equivalent to six credit hours of overload pay or six credit hours of reassigned time if the faculty member completes the following activities within one calendar year:

(1) Submits a written request for approval by the supervising administrator, the Director of Learning Resources, and the Vice President for Academic Affairs;

(2) Completes an appropriate external learning experience equivalent to at least two credit hours of graduate study;

(3) Completes applicable ION course:

- If the intent is to teach a new online course, the faculty member should take "Overview of Online Instruction."
- If the intent is to teach a new blended course, the faculty member can choose to take "Overview of Online Instruction" or "Hybrid, Blended, and HyFlex Course Design."
- If the intention is to teach a new hyflex course, the faculty member should take "Hybrid, Blended, and HyFlex Course Design"; and

(4) Applies a quality assessment tool to a completed unit of the distance learning course for approval by a review team.

The reassigned time will be granted during the semester prior to anticipated course delivery. A faculty member who is granted reassigned time but does not complete the development activities will be expected to reimburse the College or complete an otherwise compensable duty equivalent to teaching a three-credit hour course assigned by the supervising administrator or Vice President for Academic Affairs.

Graduate credit hours earned through the development activities may not be used for salary advancement unless the faculty member chooses not to receive the stipend or release time.

A faculty member may pursue the development activities and receive the stipend or reassigned time no more than once every three years unless the College determines a need for a blended, online, or hyflex course and requests that a faculty member develop the course. In such case, the restriction of receiving the stipend or reassigned time no more than once every three years will not apply to the faculty member who agrees to develop the course. In such a situation, the faculty member who previously completed the four development activities outlined above and received the stipend or reassigned time will, in the same three-year period, receive an additional stipend equivalent to three or six credit hours of overload pay or three or six credit hours of reassigned time if the faculty member develops a blended or online (three credit hours) course or a hyflex (six credit hours) and completes the following activities within one calendar year:

(1) Submits the "Intent to Teach Distance Learning Course" form for approval by the supervising administrator, the Director of Learning Resources, and the Vice President for Academic Affairs; and

(2) Applies a quality assessment tool to the completed distance learning course for approval by a review team.

(3) Completes the applicable ION course:

- If the intent is to teach a new online course, the faculty member should take "Overview of Online Instruction."
- If the intent is to teach a new blended course, the faculty member should choose to take "Overview of Online Instruction" or "Hybrid, Blended, and HyFlex Course Design."
- If the intent is to teach a new hyflex course, the faculty member should take "Hybrid, Blended, and HyFlex Course Design."

3. Delivery

a. Distance learning courses will follow the "Best Practices and Expectations for Courses," as found in the Faculty Handbook.

b. The first time a faculty member teaches an online or blended course, they will receive the equivalent of one (1) hour of additional reassigned time or overload compensation; a faculty member teaching a hyflex course for the first time will receive the equivalent of three (3) hours of additional reassigned time or overload compensation. Any subsequent time the same faculty member teaches the same course, there will be no additional compensation.

c. Distance learning courses may be used for normal load or overload for a faculty member's schedule.

d. Distance learning classes may be permitted to run with low enrollments the first two times that they are taught and may be compensated as a course with full enrollment and considered as part of normal load. Thereafter, they are expected to reach the enrollment level of the same, or similar, course taught in a face-to-face format.

e. Credit hour compensation for distance learning courses will be the same as classes taught on campus, including classes with lab sections.

J. Collaborative Teaching.

1. Definition. Collaborative teaching methods include, but are not limited to, interdisciplinary teaching, team teaching, or learning communities. A learning community is defined as two or more courses that are linked and taught by different faculty members.

2. Proposal. Faculty must make a proposal for collaborative teaching to the appropriate supervising administrator. Proposals shall follow the following format:

a. Project description, including purposes and expected outcomes

b. Project design, including the scope and time period of the project

c. Project staffing, including appropriate compensation issues

d. Project evolution

e. Recommendations for continuation

Final approval will be granted by the Vice President for Academic Affairs.

3. Development. Each faculty member involved in the development of a collaborative teaching arrangement will be granted one credit hour of overload pay on a one-time basis.

4. Delivery. The first time a course or cluster of courses is taught collaboratively, each faculty member receives load credit for the entire course or for the component of the cluster that they are responsible for. The second and subsequent times the course or cluster of courses is taught, the load is calculated as follows:

- Two faculty team teaching – each credited with 2/3 of the credit hours of the course (for a 3CH course, this would be 2CH). Three faculty team teaching – each credited with ½ of the credit hours of the course (for a 3CH course that would be 1.5CH of load).
- Each faculty member will receive full load credit for the course within the cluster that they generally teach.
- A one-credit hour Learning Communities course will be part of each learning community. Each faculty member involved in teaching a learning community course will receive full load credit or overload pay for that one-credit course each time the learning community is taught.

This formula applies only if there are a minimum of 12 students enrolled in the team-taught section or learning community. If there are fewer than 12 students, the faculty may agree to negotiate the load, assuming that there is sufficient enrollment to offer the course.

When minimum teaching load becomes an issue, supervising administrators have discretion in finding instructional alternatives for determining load.

K. Federation President. The Federation President will be given the choice of either three (3) credit hours of release time or three (3) credit hours of overload pay per semester for performing union-related duties. The Federation President will also be given an optional one (1) credit hour of release time or overload pay per semester that can be used by the Federation President or assigned as overload pay to a designee for performing union-related duties. The Federation President will be responsible for notifying their dean or their choice of release time or overload pay per semester. If release time is chosen, it should be noted on their overload sheet that requires their signature. The Federation agrees to pay the College for the credit hours based on the current overload pay rate if overload is chosen.

L. Director/Musical Director. In a semester, if total compensation from the theater production courses for an individual full-time faculty member who is serving as the Director or Musical Director of a large play or musical play production is less than $1,000, the College shall compensate that faculty member in an amount equal to the difference between the faculty member's total compensation for the theater production courses that semester and $1,000. The "large play or musical play production" refers to the large performance production produced by the IVCC Theatre Department as a required component of the theatre production courses and performed primarily by IVCC students.

M. Learning Enhancement Opportunity. A LEO may be granted for the purpose of completing a project that significantly focuses on teaching and learning, such as, but not limited to, a major revision of a course or courses at IVCC. A faculty member is eligible for consideration for

a LEO after four consecutive years of full time teaching and will not be eligible for another LEO for an additional three-year period. Accumulation of 30 hours of non-traditional teaching as specified in the contract for sabbatical leaves will also apply to eligibility for a LEO. No more than one faculty member in a discipline or program will be granted a LEO during the same semester. No more than five percent of the faculty will be granted a LEO within an academic year.

A LEO consists of a reduced teaching load during a single semester (for example, only teach two classes, or 6 cr. hrs. whichever is greater), instead of normal 15 credit hour per semester work load. In addition, the faculty member is also released from additional College responsibilities, such as service on committees during the period of the approved LEO. The faculty member, during the semester, will continue to receive full salary compensation and benefits, including seniority.

The faculty member will submit an application for a LEO to their supervising administrator; approval is required by the supervising administrator and the Vice President for Academic Affairs. The application will include the following:

- Proposed activities and expected outcomes (accomplishments) during the LEO.
- After the LEO is completed, the faculty member will submit a written report (which may include examples of work) to the Vice President for Academic Affairs outlining what they have accomplished.
- Applications for LEOs will be reviewed by supervising administrators as a team.
- Application for a LEO must be submitted to the appropriate supervising administrator 60 days before the beginning of the semester for which the LEO is proposed.

N. **Professional Development.** The College will budget $1,000 annually per faculty member for professional development funds. Such funds may be used for registration, materials, and attendance at conferences and workshops; for membership in professional organizations; for the purchase of books, subscriptions, and publications related to the faculty member's academic discipline; for the cost of graduate course work at accredited institutions of higher education; and/or for other professional development. Disbursal of professional development funds are dependent upon prior approval from the appropriate supervising administrator(s) and the appropriate vice president upon the faculty submitting receipts or other proof of purchase.

The unused portion of the individual faculty member's annual allotted funds will be reserved for use in the second year. Any funds not used beyond the second year will revert to the general College fund.

For example:

Year 1	$1,000	Allocated funds
	-500	Conference
	500	Available Balance
Year 2	$ 500	Unused Year 1 funds
	+1,000	Allocated funds
	$1,500	Available Balance
Year 3	$1,000	Unused Year 2 funds
	+1,000	Allocated funds
	$2,000	Available Balance

Approval of coursework will be on the basis of content directly related to the faculty member's teaching area or to a mutually agreed upon teaching area related to the faculty member's professional development plan or related to current or possible assignments at the College. Additionally, coursework will be approved only if it is of educational value to the College. Approval for reimbursement decisions shall be non-precedential. Satisfactory completion of coursework shall be indicated by a grade of at least a B.

In addition, Faculty members may attend a national conference once every three (3) years at a cost not to exceed $3,500 for all expenses related to the conference attendance. With prior approval from the Dean or supervising administrator and if budgeted funding is available, a Faculty member may attend a national conference more frequently than once every three years. Faculty members shall be able to attend a local or regional conference annually at a cost not to exceed $1,000 for all expenses related to the conference.

O. Section Intentionally Left Blank.

P. Retirement Planning Program. See Appendix A.

ARTICLE XIV

FEDERATION RIGHTS

A. Dues Deduction. Upon written request to the College on a form provided by the Federation and approved by the College, the Federation may authorize the College to deduct regular dues from the paycheck of Federation members each pay period. The amount to be deducted will be certified by the Federation's Treasurer.

An authorization shall remain valid until written notice of cancellation is provided by the Federation to the College or until the employee is no longer a bargaining unit member, whichever occurs first. The Federation shall promptly forward to the College notice of cancellations of a dues deduction authorization. Cancellation notices given by the member directly to the College are invalid unless the member has ceased to be a bargaining unit member.

B. Membership List. The College will not release the Federation's membership list (including private addresses, private phone numbers, and private email addresses) to a third party without first receiving written authorization from the Federation President, except to the extent the College reasonably determines that such disclosure is required pursuant to the Illinois Freedom of Information Act or other applicable law or regulation. The College shall inform the Federation within two (2) business days upon receipt of any such request for documentation.

C. Seniority List. The College will provide a complete seniority list by divisions to the Federation President within thirty (30) days after the beginning of the fall semester.

D. Indemnification. The Federation shall indemnify and hold harmless the College, its members, officers, agents, and employees from and against any and all claims, demands, actions, complaints, suits, judgments, administrative decisions, or other forms of liability (monetary or otherwise), including, but not limited to, attorney fees, court costs and interest that shall arise out of or by reason of any action taken or not taken by the College for the purposes of complying with any of the provisions of this Article, or in reliance on any list, notice, certification, affidavit, assignment or other information furnished under any such provisions. If an improper deduction is made and remitted to the Federation, then the Federation shall promptly refund any excess amount

directly to the employee involved. The College will notify the Federation of any written claim, demand, or suit arising from this section.

RATIFICATION

Date: October 20, 2026

AMERICAN FEDERATION OF TEACHERS, LOCAL 1810

Tracy D. Lee 10/20/26

Tracy Lee, President

Renee Prine

Renee Prine, Vice-President

BOARD OF TRUSTEES, COMMUNITY COLLEGE DISTRICT 513

Jay L. McCracken

Jay McCracken, Board Chair

Maureen Rebholz

Maureen Rebholz, Secretary

APPENDIX A

Program Details

Illinois Valley Community College ("IVCC") is offering a voluntary retirement incentive program opportunity ("VRIP" or "Plan") to all Eligible Employees who voluntarily retire from service no later than the end of the 2028-2029 contract year.

This document is effective on the date the Board of Trustees approves the successor collective bargaining agreement to the 2022-2026 collective bargaining agreement ("Program Effective Date"). This document will control in the event of any conflict with any other communications to Eligible Employees concerning the VRIP.

The terms of the Program consist of this Program plan document and the following attachments:

- Application to Participate
- Acceptance of Offer

This Program is not intended to provide retirement income. It does not replace or alter any State of Illinois public retirement program or any retirement plan sponsored by IVCC, including but not limited to the State Universities Retirement System (SURS). Thus, an election to retire from employment with IVCC and to receive payments under this Program will not change benefits provided under the State of Illinois retirement system or IVCC's retirement programs which an electing faculty may be eligible to receive.

The purpose of the VRIP is to achieve long-term financial savings and operational efficiency goals by incentivizing Eligible Employees to retire. A fundamental requirement of the VRIP is that an Eligible Employee's retirement must result in a benefit to IVCC by achieving financial savings and/or operational efficiency. As such, not every Eligible Employee who applies for the VRIP is entitled to be accepted. Submitting an application to participate in the VRIP shall be on a strictly voluntary basis. IVCC reserves the right to accept applications in its sole discretion. Eligible Employees who apply and are accepted for participation are referred to in this document as "Participants."

II. Who Is Eligible

A. "Eligible Employee" means a full-time faculty member of IVCC who at the time of application for this program:

1. holds a full-time faculty position in a collective bargaining unit;

2. has ten (10) years of total service (service includes part-time and full-time service; service years do not need to be consecutive); and

3. is SURS Eligible for retirement

B. An employee is SURS Eligible for retirement if:

1. Participation first began prior to January 1, 2011, and the employee is (1) age 55 with 8 or more years of service; (2) age 62 with 5 or more years of service; or (3) any age with 30 or more years of service; or

2. Participation first began on or after January 1, 2011, and the employee is (1) age 62 with 10 or more years of service, with applicable age reduction; or (2) age 67 with 10 or more years of service.

III. Who Is Not Eligible

A. If a faculty member meets any of the following criteria, they are excluded from participation in the VRIP:

1. Faculty members who already provided notice of intent to voluntarily separate from service or retire from IVCC on or before the Program Effective Date;

2. Faculty members who already provided notice of intent to voluntarily separate or retire before IVCC approves their application under this Program;

3. Temporary or intermittent faculty members;

4. Faculty members who have previously participated in an early retirement program offered by IVCC (including the 2025 Voluntary Retirement Incentive Program); and

5. Faculty members who have received notice of separation of service or termination of employment on or before the end of the 2028-2029 contract year, including, but not limited to, notification of denial of tenure and nonrenewal of an employment agreement.

IV. Program Terms and Benefits

A. Retirement Incentive Payment. Program Participants shall receive a lump-sum payment ("Retirement Incentive Payment") to help defray the cost of medical expenses and to incentivize retirement and the provision of retirement notice. The Retirement Incentive Payment is subject to all applicable withholdings and deductions for State and federal taxes and will be made with the final paycheck, provided the Participant has timely signed all required documents.

December 31, 2026 Application Deadline-Phase I

Retirement Notice	**Retirement Incentive Payment**
1 full year (Retirement end of 2026-2027 contract year)	$7,500
2 full years (Retirement end of 2027-2028 contract year)	$13,500
3 full years (Retirement end of 2028-2029 contract year)	$21,000

December 31, 2027 Application Deadline- Phase II

Retirement Notice	**Retirement Incentive Payment**
1 full year (Retirement end of 2027-2028 contract year)	$7,500
2 full years (Retirement end of 2028-2029 contract year)	$13,500

The Retirement Incentive Payment is not considered income for the purpose of contributions to SURS. The Retirement Incentive Payment will be made to a Participant only to induce and in connection with the Participant's retirement and shall not be paid in consideration for services rendered to IVCC. (See 80 Ill. Admin. Code § 1600.25(d)(B)). If, at a later date, SURS Admin. Code determines that the Retirement Incentive Payment is earnings, IVCC reserves the right to amend or terminate the program pursuant to Section V Other Provisions, paragraph D.

B. Retirement Date. To receive the Retirement Incentive Payment under this Program, the participant must agree to retire no later than the end of the 2028-2029 contract year.

C. Denial of Applications. IVCC reserves the right to deny the application of any Eligible Employee who seeks to participate in the VRIP based upon operational needs of and/or budgetary impact on IVCC. Any denial of an Eligible Employee's application to participate in the VRIP will be communicated to the Eligible Employee.

D. Participation in and receipt of any and all other retirement plans and benefits offered by IVCC to a Participant shall remain unchanged, including, but not limited to the right to purchase continuation of health care coverage as is required under federal law.

V. Program Dates and Timeline

- 12/31/2026: Deadline for employees to return application to participate in Phase I to HR. Any applications received after close of business will not be considered for participation in the VRIP.
- 1/20/2027: All timely submitted applications for Phase I will be reviewed and approved or denied by IVCC, and applicants will be notified of their acceptance or rejection.
- 12/31/2027: Deadline for employees to return application to participate in Phase II to HR. Any applications received after close of business will not be considered for participation in the VRIP.
- 1/19/28: All timely submitted applications for Phase II will be reviewed and approved or denied by IVCC, and applicants will be notified of their acceptance or rejection.
- Participants' Retirement Effective Date under the Program will be no later than the end of the 2028-2029 contract year. Faculty members will collaborate with Human Resources on the selection of a Retirement Effective Date, and the selection of the Retirement Selection Date will be consistent with the outcome of Grievance #2-2026.

VI. Other Provisions

A. Tax Withholding. All Retirement Incentive Payments made under this Program will be subject to applicable federal, State, and other required tax withholding.

B. Future Employment. Participants will generally no longer be eligible for employment with IVCC after their retirement date. However, re-employment may be considered on a case-by-case basis consistent with SURS limitations on post-retirement employment and at the sole discretion of IVCC. IVCC will not directly contract with a Participant as an independent contractor. There are no restrictions on the employee working for a contractor or sub-contractor with which IVCC contracts.

C. Job Performance. Performance expectations should continue to be met or exceeded by the Participant after acceptance of their application for the VRIP. If performance no longer meets expectations prior to the faculty member's retirement date the disciplinary procedures as set forth in the applicable Collective Bargaining Agreement will be followed. Prior to IVCC signing the Retirement Agreement, IVCC may decline to permit the faculty member to participate in the VRIP for any reason, including, but not limited to, failure to satisfactorily perform all job duties, failure to meet all supervisor expectations, and failure to assist with the transition of position duties.

D. Authority to Amend the Program. IVCC reserves the right to amend or terminate the VRIP at any time. Notwithstanding the foregoing, no amendment of the VRIP may reduce a VRIP payment or other consideration once the Retirement Agreement has been fully executed and becomes legally binding.

E. No Employment Rights or Contract. The VRIP does not confer on any faculty member any right to continued employment, title, duties, or any pay rate, or affect in any way IVCC's right to terminate the Participant's employment at any time before the Participant's retirement date, or to change the Participant's title, job duties or pay rate. Nothing contained in the VRIP will be construed as a contract of any kind between IVCC or any related entity and any person.

F. Terminated Faculty Members. Eligible Employees who are selected for the VRIP but subsequently terminated from employment, either voluntarily or involuntarily, before their employment is scheduled to end under the VRIP for any reason other than the VRIP, are no longer eligible for the offer of the Retirement Incentive Payment.

G. Nondiscrimination. IVCC will not engage in discrimination or harassment against any person because of race, color, religion, sex, national origin, ancestry, age, marital status, order of protection status, genetic information, disability, pregnancy, sexual orientation including gender identity, unfavorable discharge from the military or status as a protected veteran. IVCC will comply with federal and state nondiscrimination, equal opportunity and affirmative action laws, orders and regulations. This nondiscrimination policy applies to admissions, employment, access to and treatment in the programs and activities of IVCC.

H. Recovery of Payments Made by Mistake. IVCC faculty members must return to IVCC any payments or other consideration, or portion thereof, made by a mistake of fact or law or paid contrary to the terms of the VRIP.

I. Attorney Review. Eligible Employees are advised to contact their Union representative or an attorney at their own expense to discuss the VRIP and to review the Retirement Agreement if they so desire.

J. No Assignment. Under no circumstances may a VRIP payment be subject to assignment, garnishment, lien or other encumbrances, and any attempt to cause any such payments to be so subjected shall not be recognized, except to such extent as may be required by law.

K. Applicable Law. The VRIP shall be governed and construed in accordance with the laws of the State of Illinois, without reference to its conflicts of law provisions.

L. Severability. If any provision of the VRIP is found, held or deemed by a court of competent jurisdiction to be void, unlawful or unenforceable under any applicable statute or other controlling law, all of the remaining provisions of the VRIP shall continue in full force and effect.

M. Representations Contrary to the VRIP. No employee, officer, director or agent of IVCC has the authority to alter, vary or modify the terms of the VRIP. No verbal or written

representations contrary to the terms of the VRIP and its written amendments shall be binding upon IVCC.

N. Program Administrator. IVCC is the "program administrator" and retains the exclusive discretionary authority to interpret and construe the terms of the VRIP, including without limitation the discretionary authority to determine eligibility for the VRIP, the amounts payable hereunder and all other matters relating to the operation of the VRIP. The decisions of IVCC shall be final and conclusive for all purposes.

O. End of Program. The VRIP will terminate when all payments described herein have been provided.