

**MEMORANDUM OF UNDERSTANDING**  
**Reorganization of Student Development Department**

This Memorandum of Understanding (“MOU”) is entered into between the College of Lake County (the “College”) and the College of Lake County Adjunct Faculty Organization, Lake County Federation of Teachers, Local 504, IFT-AFT/AFL-CIO (“Adjunct Organization”) in response to discussions between the College and the Adjunct Organization following a demand to bargain the impact of the College’s reorganization of the Student Development Unit which will result in the elimination of the Student Development Counselor (SDC) position, which is part of the adjunct faculty bargaining unit, the parties agree on a non-precedential basis as follows:

1. Procedural

- (a) The College and Adjunct Organization are parties to a collective bargaining agreement (CBA) which is in effect until 11:59 PM of the day preceding the first faculty employment day of the 2023-2024 academic year.
- (b) Effective with the 2021-2022 academic year, the position of Student Development counselor (SDC) will be eliminated and replaced with the teaching faculty position of Instructor, Student Success (“ISS”)<sup>1</sup>. This new teaching faculty position falls into the category of “part-time teachers” which is already included in the Recognition clause of the CBA (Article 1.A.).

2. Bargaining Unit Status for Debbie Jasnoch and Julie Crowe-McCarthy

- (a) Debbie Jasnoch and Julie Crowe-McCarthy accepted a term-limited, full-time faculty appointment which extends through the Spring 2021 semester. They accepted the same appointment for the preceding academic year. Ms. Jasnoch also accepted a term limited, full-time faculty appointment for the Spring 2019 semester. Prior to these term-limited, full-time faculty appointments, both were employed as GFO adjunct faculty. The terms of this MOU only apply to Ms. Jasnoch and Ms. Crowe-McCarthy when expressly stated herein.
- (b) Ms. Jasnoch did not accept the College’s offer of Coordinator, Orientation and Success Programs position. The College will honor her appointment as a term-limited full-time faculty member through Spring 2021. Instead of a break in service status for Ms. Jasnoch because she will have no adjunct assignment in Spring 2021 (5<sup>th</sup> semester) per CBA Article 1.A. the College will recognize inactive status for Ms. Jasnoch based on two (2) consecutive semesters with no work performed during Fall 2020 and Spring 2021.

Ms. Jasnoch is deemed qualified as an Instructor, Student Success and is eligible for an assignment as teaching adjunct faculty in accordance with the CBA beginning with the Fall 2021 semester.

- (c) The College will honor Ms. Crowe-McCarthy’s appointment as a term-limited full-time faculty member through Spring 2021. Instead of break in service status if Ms. Crowe-McCarthy has

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<sup>1</sup> The reference to “Student Success” is a placeholder for whichever name the College chooses as a replacement for the Student Development Department.

no assignment by the 10<sup>th</sup> day of the fifth semester (Fall 2021) per CBA Article 1.A., the College will recognize inactive status based on two (2) consecutive semesters with no work performed during Fall 2020 and Spring 2021.

Ms. Crowe-McCarthy is deemed qualified as an Instructor, Student Success and is eligible for an assignment as teaching adjunct faculty in accordance with the CBA beginning with the Fall 2021 semester.

### 3. Non-Bargaining Unit Positions

- (a) The eight (8) Academic Success Advisor (ASA) positions discussed by the parties during impact bargaining will be filled by existing full-time advisors under the department reorganization and are to be phased-in during Spring 2021 and through Fall 2021. The Adjunct Organization understands that these positions are not available to adjunct counselors unless one (1) or more of the positions become vacant by the eight (8) full-time advisors, and the terms set forth in Section 3 of this MOU apply.
- (b) As of December 1, 2020, the College had five (5) open/unfilled College and Career Navigator (CCN) positions and one (1) Academic Success Advisor (ASA) position. All positions are full-time and not part of the adjunct faculty bargaining unit. The College shall make two (2) of the CCN positions and the one (1) ASA position available to adjunct counselors. The Union understands and agrees that the College will move forward with its normal search process for the other three (3) CCN positions.
- (c) Any adjunct counselor interested in the positions identified in 3.b. above have through December 7, 2020, to submit an application and resume (not curriculum vitae) to the Executive Director of Human Resources for any position they are interested in.
  - i. The College shall review the credentials of the adjunct counselors that applied and, if qualified for the position (as determined by the College), the College shall have through December 11, 2020 to make employment offers for these non-bargaining unit positions based on seniority. For purposes of these negotiations only, the College and Adjunct Organization agree to define seniority as the total number of semesters worked as an adjunct faculty member from Fall 2000 to present. A tie breaker, if any, would be based on the adjunct's date of hire in the College's system. The seniority-based offers are contingent upon successful completion of a criminal background check for these non-bargaining unit positions.
  - ii. The College shall offer the most senior and qualified adjunct counselor the one (1) ASA position. The College shall offer up to the next two (2) most senior and qualified adjunct counselors interested in the CCN positions the two (2) CCN positions. The College determines salary, assignment (for CCN positions) and start date. Each adjunct counselor offered one of these non-bargaining unit positions shall have four (4) College business days after receipt of the offer, to accept the offer. If accepted, the employment start date shall be no sooner than 14 calendar days after acceptance of the offer. If any offer is not accepted, the respective adjunct counselor remains an

adjunct faculty member in accordance with the CBA, and the College will move forward with its normal search process.

- (d) If the College were to approve and post an additional ASA position for the reorganized Student Development Unit during 2020-2021 or 2021-2022 academic years, the College shall offer this next open position to the next most-senior adjunct counselor not offered a position as a result of the process stated in 3.c. above (if any), provided this individual is still employed in good standing and qualified for the position. The College determines salary and start date. If accepted, the employment start date shall be no sooner than 14 calendar days after acceptance of the offer. If the offer is not accepted, the individual remains an adjunct faculty member in accordance with the CBA.

Also, if the offer is not accepted, the College shall then offer the next most-senior adjunct counselor not offered a position as a result of the process stated in 3.c. above (if any) the ASA position, provided this individual is still employed in good standing and qualified for the position. The College determines salary and start date. If accepted, the employment start date shall be no sooner than 14 calendar days after acceptance of the offer. If the offer is not accepted, the individual remains an adjunct faculty member in accordance with the CBA and the College will move forward with its normal search process to fill the posted position.

- (e) Next, in exchange for the three (3) CCN positions addressed in 3.a. above, if the College were to approve and post three (3) additional ASA positions for the reorganized Student Development Unit during 2020-2021 or 2021-2022 academic years, the College would open these positions (as they become open) to those adjunct bargaining unit members employed as adjunct counselors during the 2020-2021 academic year (including the 2 counselors that accept the 2 CCN positions under the process described in 3.c. above), provided they are still employed in good standing and qualified for the position. Any such adjunct counselor or CCN interested in these positions shall have five (5) College business days following written notice from the College about the opening to submit an application and resume (not CV) to the Executive Director of Human Resources in accordance with the process set forth in the College's notice.

The College shall review the credentials and if qualified (as determined by the College), the College shall have five (5) College business days after the deadline to submit applications/resumes to schedule interviews with the interested candidates. After the interview process is completed, offers shall be extended by the College as set forth in the next paragraph.

The College shall consider seniority (as defined in 3.c.i. above) when making the offers. In the event a less-senior adjunct faculty member (or former adjunct if CCN) is offered a position over a more-senior adjunct faculty member (or former adjunct if CCN), a reason shall be provided to the more-senior adjunct faculty member (or former adjunct if CCN). The College has sole discretion in making the offers and the reason for offering a position to a less-senior adjunct faculty member (or former adjunct if CCN) (if any). The offers are contingent upon successful completion of a criminal background check for these non-bargaining unit positions.

The College determines salary and start date, which shall be no sooner than 14 calendar days after the offer is made. An adjunct faculty member (or former adjunct if CCN) offered a position shall have five (5) College business days from the date the offer was made to accept the position. If the offer is not accepted, they remain: (1) adjunct faculty members in accordance with the CBA or (2) a CCN, and the College will move forward with its normal search process.

- (f) Other than as set forth above, if the College were to approve and post more ASA or CCN positions for the reorganized Student Development Unit during 2020-2021 or 2021-2022 academic years, the College shall begin with an internal-only search (College-wide). The internal search process shall also apply to any vacancies that may become open if one or more of the employees, moving into the number of approved positions as part of the reorganization, separated from the College for any reason (presuming the College determined that there was a need to fill the vacancy). Except as expressly set forth in 3.e. above for the two (2) CCNs, any adjunct counselor that accepted an offer of a non-bargaining unit position under this Section 3 shall not be eligible for employment in any of the additional positions approved and posted (if any) for six (6) months following their employment start date in the non-bargaining unit position.

#### 4. Adjunct Counselors

##### A. The 2020-2021 Academic Year

Adjunct faculty members employed as counselors as of November 30, 2020 (the date the fully executed tentative agreements were exchanged), shall be employed as counselors for the 2020-2021 academic year and assigned clock hours in accordance with the CBA, except as noted below.

- 1) For Spring 2021, GFO adjunct bargaining unit counselors shall receive an offer of assignment of at least the equivalent clock hours they worked during Spring 2020, up to the maximum clock hour assignment set forth in the CBA.
- 2) For the one (1) adjunct counselor serving on the taskforce to develop the curriculum for the Student Success course, this work is part of their assigned hours in each work week.
- 3) For 2021 Winter Intersession (1/4/21 – 1/15/21), 2021 Intersession (5/18/21 – 6/4/21) and 2021 Summer Session (6/7/21 – 7/30/21), GFO adjunct bargaining unit members shall receive an offer of assignment of at least seventy-five percent (75%) of the equivalent clock hours they worked during each respective session in 2020, up to the maximum clock hour assignment set forth in the CBA. Compensation shall be in accordance with the CBA if these voluntary assignments are accepted. Adjunct counselors that accept the severance option set forth below in Section 5 and choose to separate from the College at the end of the

Spring 2021 semester are not eligible for an offer of assignment for the 2021 Intersession or the 2021 Summer Session.

- 4) Adjunct counselors are eligible to receive an offer of a clock hour assignment during the period from August 1, 2021 through the day before classes begin for the Fall 2021 semester, if such assignments are offered by the College. The College has the sole discretion to decide whether such assignments will be offered. Compensation shall be in accordance with the CBA if these voluntary assignments are accepted. Adjunct counselors that accept the severance option set forth below in Section 5 are not eligible for a clock hour assignment during this period.
- 5) The College shall make available to those employed as adjunct counselors during the 2020-2021 academic year, the option of participating in a training program during Summer 2021 to assist current adjunct bargaining unit counselors in their transition to teaching faculty. Debbie Jasnoch and Julie Crowe-McCarthy are also eligible to participate in the training program. The cost to participate in the training program selected by the College shall be paid by the College.

If the participating adjunct counselor has a clock hour assignment during Summer 2021, their clock hours shall be reduced accordingly to allow for attendance in training, with no loss of pay. If no assignment or assigned clock hours are insufficient to cover participation in the training, those adjunct counselors shall be compensated at \$40 p/hour for attending the training. Participation in the training program is not available to anyone that accepts an offer for a non-bargaining unit position as an ASA or CCN or to those electing the severance option set forth herein because they will not transition to teaching faculty.

B. The 2021-2022 Academic Year

Beginning with the 2021-2022 academic year, Ms. Jasnoch, Ms. Crowe-McCarthy and adjunct faculty employed as counselors during the 2020-2021 academic year shall be employed as adjunct teaching faculty due to the elimination of the counselor position, unless they elect the severance option set forth herein (as applicable), accept a non-bargaining unit position or have break in service status.

- 1) The College shall deem all current bargaining unit adjunct counselors, as well as Ms. Jasnoch and Ms. Crowe-McCarthy, qualified to be an Instructor, Student Success.
- 2) Compensation is in accordance with the "per load hour compensation schedule" in the CBA, assignments and other terms and conditions of employment for teaching adjunct faculty will be in accordance with the CBA.

- 3) If the College were to approve and post any part- or full-time career services specialist positions during the 2021-2022 or the 2022-2023 academic years, the College would begin with internal-only search (College-wide).

5. Separation with Severance Option


- (a) *Eligibility.* The separation with severance option is available for up to a maximum of eight (8) bargaining unit adjunct counselors provided each executes a severance agreement with standard terms. The severance agreement shall include a statement that their clock hour counselor position was being changed to a teaching faculty position after their separation date, which is different in terms of duties and compensation. If more than eight (8) bargaining unit adjunct counselors submit a resignation notice under this section, the eight (8) adjunct counselors with GFO status and the most seniority shall be approved for separation with severance. For purposes of these negotiations only, the College agrees to define seniority as the total number of semesters worked as an adjunct from Fall 2000 to present. A tie breaker, if any, shall be based on the date of hire in the College's system. Adjunct faculty members that accept one of the unfilled non-bargaining unit positions (1 ASA and 2 CCN positions) and adjuncts with a term-limited appointment through Spring 2021 (Ms. Jasnoch and Ms. Crowe-McCarthy) are not eligible for this option.
- (b) To elect the separation with severance option, the counselor must submit an irrevocable notice of separation by January 31, 2021, with an effective separation date at the end of Spring 2021 semester (May 14, 2021) or the 2021 Summer Session (July 30, 2021).
- (c) Eligible counselors shall receive a post-separation date severance payment in the amount of Five Thousand Dollars (\$5,000), less applicable withholdings. The severance payment is based on 100 clock hours at \$50 per clock hour (the 2020-2021 Tier II rate). Payable by June 30, 2021 (for May separation) or September 10, 2021 (for July separation).
- (d) If an adjunct counselor approved for the severance option files for unemployment compensation benefits, the College agrees not to protest the claim for unemployment benefits, provided the counselor is using the effective separation date as their last date of employment with the College. However, the parties understand and agree that the Illinois Department of Employment Security (IDES), not the College, determines if an individual is eligible for unemployment compensation benefits.

6. Miscellaneous

- (a) This MOU shall not bind the parties with respect to either party's treatment of any future situations nor shall it have any value as precedent for any future matter, claim or grievance. The parties agree not to submit or cite this MOU in any grievance, lawsuit, claim, court proceeding, arbitration, or other forum as evidence of past practice or for any purpose whatsoever, except to enforce its terms.

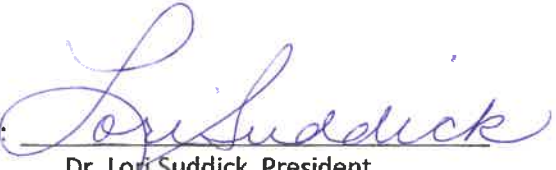
(b) Except as otherwise expressly set forth herein, the parties agree that this MOU does not amend, modify or supersede any provision of the 2019-2023 Agreement between the College and the Adjunct Organization.

On Behalf of:  
COLLEGE OF LAKE COUNTY  
ADJUNCT FACULTY ORGANIZATION,  
LAKE COUNTY FEDERATION OF TEACHERS,  
LOCAL 504, IFT-AFT/AFL-CIO

By:   
Karen Florian, President

Date: 12/8/2020

On Behalf of:  
COLLEGE OF LAKE COUNTY

By:   
Dr. Lori Suddick, President

Date: 12.9.2020

