

MEMORANDUM OF UNDERSTANDING
COVID-19 Return to Campus Considerations

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 return to campus for Fall 2020. Based on these discussions and the unique circumstances presented by the COVID-19 pandemic, the parties agree on a non-precedential basis as follows:

1. COVID-19 Cases at the College. The Union acknowledges that the College’s website and current practice of weekly updates satisfies their request for transparency (<https://www.clcillinois.edu/student-services/additional-services/health-center/preventative-action-against-coronavirus/covid-19-reporting>). The College shall continue using this reporting practice through at least the end of the Spring 2021 semester.

In addition to the above, on a monthly basis (beginning November 2020 and continuing through May 2021), the Executive Director of Human Resources or designee will report to the Union President the number of faculty members (full-time and adjunct faculty) directed to quarantine by the College due to COVID-19 for each calendar month. For example, the November 2020 report will be for numbers in October 2020. The Union understands that this report will not contain names or other identifiable information for any faculty member.

2. Safety Equipment and Return to Work Protocols Meetings. (2020-2021 Academic Year)
 - (a) The College shall ensure that all classrooms have appropriate safety equipment in place. Appropriate safety equipment means PPE kits, socially distanced learning space, plexiglass at the instructor’s desk, and optional face shields for instructors.
 - (b) The College will follow applicable (then-current) return to work guidance issued by the Centers for Disease Control (CDC), Illinois Department of Public Health (IDPH) and/or Lake County Health Department (LCHD) following an adjunct faculty member’s COVID-related isolation or quarantine. The College and Union acknowledge that the goal is to return the adjunct faculty member to work as soon as possible under the guidance.
3. Meetings and PDRS.
 - (a) Upon execution of this MOU and through the Spring 2021 session, pre-disciplinary or disciplinary meetings or investigations pertaining to alleged misconduct may be held in-person or remotely in the sole discretion of the College. Otherwise, all other meetings with adjunct faculty shall be held remotely or with the option to attend remotely.
 - (b) In connection with the Professional Development Recognition Stipend (PDRS) (CBA Article 7.A.3.) and the six (6) units to be completed during the 2020-2021 academic year, for qualifying professional development sessions offered by TLETC, adjuncts only need to complete and submit a reflection form (which is available on the TLETC website) after completing the session in order to receive the professional development unit(s) for each qualifying session.

4. Instructor/Campus/Classroom Considerations. (2020-2021 Academic Year)

- (a) Teaching adjunct faculty with a face-to-face class assignment shall make a reasonable effort to notify the Dean, Associate Dean or designee of any needed hardware/software that is usually in their normal classroom space at least one (1) week before classes start. Noting that this is not always possible, such hardware/software needs identified after the start of classes will be reported in a timely fashion and the College will respond in a timely fashion (i.e., move the location of a class or ensure faculty gets the necessary hardware/software that is usually in their normal classroom space).
- (b) Upon request of an adjunct faculty member teaching mixed modalities, the Dean, Associate Dean or designee will meet with the adjunct to discuss feasibility of executing the schedule. For example, if an adjunct has an online class that follows an in-person class and they don't have time to get home, the Dean, Associate Dean or designee will identify space/resources at the College to allow the faculty member to Zoom from campus.
- (c) The College shall equip ten (10) rooms for the purpose of providing full-time and adjunct faculty members with access to computers with cameras or webcams so they can teach their Zoom class(es) from campus. Having a limited number of individuals accessing campus remains a priority at the time of execution of this MOU and faculty members need advance permission or a scheduled appointment to teach a Zoom class on campus. Faculty members can reserve the ten (10) rooms for the semester during their class time on a first-come first-served basis. In the event a faculty member's assigned class changes from face-to-face to an alternative mode of delivery and the faculty member is unable to secure one of the ten (10) available rooms, the College will make a reasonable effort to identify space/resources at the College to allow the faculty member to teach the class with a changed modality from one of the College's campuses.

5. Assignments, Quarantine Break in Service Considerations. (2020-2021 Academic Year)

- (a) For Spring 2021 session, if the mode of delivery is changed after a class is staffed but before the class begins, the assigned adjunct shall have the option to keep the class. If the adjunct does not want to keep the class, the assignment shall be withdrawn and any applicable, existing CBA provisions will be followed by the College. This applies to discretionary changes in modality, made by the College, not changes made in accordance with guidance issued by a federal, state or other governing agency. If applicable, (e) below will be followed.
- (b) To account for social distancing within a lab space, split labs for the Spring 2021 session will be handled in the same manner as they were for Fall 2020. An example of split load in Chemistry – CHM 222 (Organic Chemistry I) is set forth below:
 - Load Hours for a CHM 222 class in a regular term = 5 total (3 for lecture + 2 for lab).
 - Load Hours for a faculty member teaching 2 split sections of CHM 222: (Zoom Lecture is at the same time, but labs are on different days) = 7 total (3 for lecture + 2 for Lab for section 600 + 2 for Lab for section 601).

- (c) If a class must be canceled due to COVID-19, meaning that the class started and then the College had to cancel due to COVID-19 and the College has determined that no alternative mode of delivery is available, the assigned adjunct shall suffer no loss in pay or benefits. Additionally, if a class that has not started yet is cancelled due to COVID-19, and the College has determined that no alternative mode of delivery available and no alternative assignment is offered by the College, the adjunct member shall be paid for the class. In this circumstance, if an adjunct is paid for the class(es), they do not also receive the “withdrawn assignments” payment under the CBA.
 - (d) Adjunct faculty with a face-to-face component during Fall 2020 or Spring 2021 shall suffer no loss in pay, leave balances, or benefits if directed to quarantine by the College (for the duration of the College-directed quarantine only) due to a “close contact” with a confirmed COVID-19 person on a College (CLC) campus, but only if the adjunct provides medical documentation that they are not able to telework (teach / counsel / provide library services) if offered by the College during the period of the College-directed quarantine only. If telework is not offered by the College, the adjunct shall suffer no loss in pay, leave balances or benefits, and no medical documentation is required. In either instance, the faculty member must first exhaust all applicable/available leave under the Families First Coronavirus Response Act (FFCRA).
 - (e) If any GFO adjunct (except those that accepted term-limited appointments for the 2020-2021 academic year) declines an offer of assignment to teach for Fall 2020 or Spring 2021 for any reason and this would result in the GFO adjunct having four (4) consecutive semesters without teaching at least three (3) credit hours or equivalent clock hours, the semesters do not count for purposes of calculating a break in service under CBA Article 1.A. There shall be a pause, and count toward break in service will continue (not start anew) with the 2021-2022 academic year.
6. Evaluation of Adjuncts Who are Eligible for Good Faith Offers. The terms set forth below (a-f) applies on a moving forward basis following execution of this MOU, meaning that if a GFO adjunct scheduled for evaluation during the 2020-2021 academic year has already had a classroom observation or their evaluation has been completed, the evaluation process is done and there will not be a new/replacement observation or new/replacement evaluation. However, if any such GFO adjunct’s performance is deemed unsatisfactory as a result of the evaluation, the GFO adjunct shall have two (2) semesters to show sufficient improvement under CBA Article 4.B.5.A.

As to those GFO adjuncts scheduled for evaluation during the 2020-2021 academic year that have not had a classroom observation by the time this MOU is executed:

- (a) If the GFO adjunct has any in-person class/assignment, observation(s) for purposes of evaluation will be of the in-person class/session, unless the GFO adjunct requests that the observation(s) be of a class/assignment of a different modality (i.e., online/Zoom class meeting).

- (b) If the GFO adjunct only has a hybrid class/assignment, observation(s) for purposes of evaluation will be of the in-person class/session, unless the GFO adjunct requests that the observation(s) be of the online/Zoom portion of the class.
- (c) If the GFO adjunct only has an online/Zoom class/assignment, their observation(s) will be of an online/Zoom class meeting. In this case, if the GFO adjunct never taught an online or hybrid course at the College prior to Spring 2020, and their performance is deemed unsatisfactory as a result of the evaluation, the GFO adjunct will have two (2) semesters to show sufficient improvement under CBA Article 4.B.5.A.
- (d) For (a-b) above, the GFO adjunct must let the evaluator know on or before November 6, 2020, if they are requesting that the observation(s) be of an online/Zoom class meeting. The evaluator retains the discretion to choose which class they will observe for purposes of the evaluation.
- (e) For observations conducted of an online/Zoom class meeting that will be used for purposes of the evaluation, the GFO adjunct may record and submit a complete, unedited video of the class to the evaluator instead of the evaluator attending the online/Zoom class.
- (f) Conferences under the evaluation process shall be held remotely unless an in-person conference is mutually agreed upon by the evaluator and the GFO adjunct.

7. Flexible Use of PLARP. Article 3.I. of the 2019-2023 Agreement between the parties addresses the Professional Learning Activities Reimbursement Plan (PLARP). Adjunct faculty eligible for reimbursement from PLARP (as set forth in Article 3.I.) may, on a first-come first-served basis, be reimbursed up to a maximum of \$100 for the adjunct's purchase of eligible "Technology Items Used to Support Instruction," provided there are funds available from the contractual allocation of PLARP funds for the 2020-2021 academic year at the time of reimbursement. Eligible "Technology Items Used to Support Instruction" include webcams, monitors, whiteboards, cables, boom/stand or microphone, headsets, tablets, light fixtures to enhance video quality, tripod for camera, green screen, printers/scanners and risers for monitors.

Eligible adjunct faculty requesting reimbursement must describe on the PLARP form how the PLARP request for the eligible technology item will be used to support their instruction at the College. Receipts are required and purchases must be between August 1, 2020 and February 15, 2021, provided the adjunct faculty member is eligible for reimbursement at the time the purchase was made. The PLARP form with receipts may not be submitted until on or after March 1, 2021, and all submitted forms with receipts will be time stamped. Reimbursement shall be on a first-come first-served basis and is dependent on the existence of available funds from the contractual allocation for the 2020-2021 academic year.

8. Reimbursement for Use of Personal Technology/Internet. Eligible adjunct faculty members will be reimbursed as follows for use of personal technology/internet in consideration of increased reliance on remote communications/connections as a result of the COVID-19 pandemic:
- a. Adjunct faculty with more than six (6) load hours of instruction or equivalent clock hours in any given session of the 2020-2021 academic year shall receive a non-taxable reimbursement in the amount of fifteen dollars (\$15) for each pay period of the

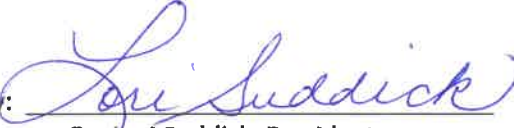
session.

- b. Adjunct faculty with at least one (1) and up to six (6) load hours of instruction or equivalent clock hours in any given session during the 2020-2021 academic year shall receive a non-taxable reimbursement in the amount of ten dollars (\$10.00) for each pay period of the session.
 - c. For (a) and (b) above, adjunct faculty must be teaching/counseling/providing library services in order to receive the reimbursement. Payment of the reimbursement is retroactive to the pay period beginning August 17, 2020. The Fall 2020 session reimbursements will be made in one (1) lump sum to each eligible adjunct with the December 18, 2020 payroll. Beginning with Winter Intersession 2020, any applicable reimbursement will be made with the regular payroll date.
9. One-Time Stipend for Service on Emergency Operations Team (EOT). One (1) designated adjunct faculty member shall each receive a one-time stipend in the amount of three-hundred fifty dollars (\$350.00) for their service on the College's EOT during the Fall 2020 session, provided the faculty member regularly attends the meetings or sends a designee if absent and is engaged and involved in the dialogue during EOT. The stipend shall be paid with the College's December 18, 2020 payroll. If a designee is sent, no additional payment will be made by the College.
10. This MOU will 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.
11. Except as otherwise 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

On Behalf of:
COLLEGE OF LAKE COUNTY

By: 
Dr. Lori Suddick, President

Date: November 2, 2020

Date: 11.2.2020

