

**MEMORANDUM OF UNDERSTANDING
COVID-19 Considerations – Spring 2022**

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 COVID-19 Considerations for Spring 2022. Based on these discussions and the unique circumstances presented by the COVID-19 pandemic, the parties agree on a non-precedential basis as follows: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 2022 semester.

In addition to the above, by the 10th day of each month from January 2022 through May 2022, the Executive Director of Human Resources or designee will report to the Union President the number of faculty members (full-time and adjunct) directed to quarantine by the College due to COVID-19 for each calendar month. For example, the January 2022 report will be for numbers in December 2021. 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.
 - (a) The College shall ensure that all assigned 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 end of the Spring 2022 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 ten (10) units to be completed during the 2021-2022 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 each session in Spring 2022 in order to receive the professional development unit(s) for each qualifying session.

4. Instructor/Campus/Classroom Considerations.

- (a) 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. The number of individuals accessing campus shall align with the College's Operations, Learning and Service Delivery Plan 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.

- (a) Beginning December 18, 2021 and through the Spring 2022 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, (d) below will be followed.
- (b) 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.
- (c) Adjunct faculty with a face-to-face component during intercession or Spring 2022 between December 18, 2021 and May 14, 2022, 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" (as defined by the CDC) with a person on a College (CLC) campus, but only if the faculty member abides by the COVID Concerns Team Member directives regarding testing and timely results reporting and if, due to illness, they are not able to telework (teach / 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 faculty member shall suffer no loss in pay, leave balances or benefits.
- (d) If any GFO adjunct (except those that accepted term-limited appointments for the 2021-2022 academic year) declines an offer of assignment to teach for Spring 2022 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 Spring 2022.

6. Evaluation of Adjuncts Who are Eligible for Good Faith Offers. The terms set forth below (a-f) apply to GFO adjuncts scheduled for evaluation during the 2021-2022 academic year that have an observation during Spring 2022:
 - (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 other than in 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 February 21, 2022, 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. 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 any remote instruction or remote clock hours during the 2022 Winter Intersession (January 3, 2022 – January 14, 2022) shall receive a non-taxable reimbursement in the amount of ten dollars (\$10.00) for each pay period of the session.
 - b. Adjunct faculty with any remote instruction or remote clock hours during the Spring 2022 session shall receive a non-taxable reimbursement in the amount of ten dollars (\$10.00) for each pay period of the session.
8. One-Time Stipend for Service on Emergency Operations Team (EOT). One (1) designated adjunct faculty member shall receive a stipend in the amount of three-hundred seventy-five dollars (\$375.00) for the Spring 2022 session for their service on the College's EOT, provided the faculty

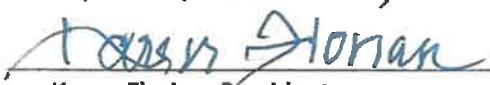
member regularly attends the meetings or sends a designee if absent and is engaged and involved in the dialogue during EOT. The applicable stipend shall be paid with the payroll immediately following the end of the respective session. Regarding the Spring 2022 session (December 18, 2021 through May 14, 2022), in the event the EOT weekly meeting schedule is reduced (example to bi-weekly) or stops prior to May 14, 2022 (as determined by the College's Administration), the applicable stipend shall be as follows:

- 9 meeting dates or fewer: 50% (\$187.50)
- 10 meeting date or greater: 100% (\$375.00)

If a designee is sent, no additional payment will be made by the College.


9. 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.
10. 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

Date: December 12, 2021

On Behalf of:
COLLEGE OF LAKE COUNTY

By: 
Dr. Lori Suddick, President

Date: 12.14.2021