

**MEMORANDUM OF UNDERSTANDING**  
**COVID-19 Considerations – Summer and Fall 2021**

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 Summer and Fall 2021. Based on these discussions and the unique circumstances presented by the COVID-19 pandemic, the parties agree on a non-precedential basis as follows: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.cicillinois.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 Fall 2021 semester.

In addition to the above, by the 10<sup>th</sup> day of each month from June 2021 through December 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 June 2021 report will be for numbers in May 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 Fall 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 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 Summer 2021 and Fall 2021 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 May 18, 2021 and through the Fall 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) 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 Summer 2021, Fall 2021 or any Intersession between May 18, 2021 and December 17, 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).
- (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 Fall 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 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 Fall 2021:
  - (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 September 17, 2021, 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. Use of PLARP (Article 26). Upon execution of this MOU by both parties, the parties agree to meet and discuss the impact of the travel portion of the College's Operations, Learning and Service Delivery Plan on the use of PLARP (Article 26) for the 2021-2022 academic year. The initial meeting will begin no later than the week of June 7, 2021.
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 any remote instruction or remote clock hours during the 2021 Intersession (May 18 – June 4) 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 Summer

2021 session shall receive a non-taxable reimbursement in the amount of ten dollars (\$10.00) for each pay period of the session.

- c. Adjunct faculty with any remote instruction or remote clock hours during Fall 2021 session shall receive a non-taxable reimbursement in the amount of ten (\$10.00) for each pay period of the session.

9. One-Time Stipend for Service on Emergency Operations Team (EOT). One (1) designated adjunct faculty member shall each receive a stipend in the amount of three-hundred seventy-five dollars (\$375.00) for the Spring 2021 session, three-hundred seventy-five dollars (\$375.00) for Fall 2021 session and one hundred fifty dollars (\$150.00) for the Summer 2021 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 Fall 2021 session (August 16, 2021 through December 17, 2021), in the event the EOT weekly meeting schedule is reduced (example to bi-weekly) or stops prior to December 17, 2021 (as determined by the College's Administration), the applicable stipend shall be as follows:

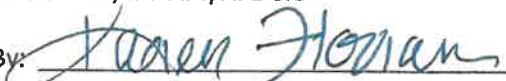
- 9 meeting dates or fewer: 50% (\$187.50)
- 10 meeting date or greater: 100% (\$375.00)

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


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: May 13, 2021

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