

HIGHLAND COMMUNITY COLLEGE
District #519

AGENDA

Board of Trustees Meeting
June 30, 2021 – 12:30 p.m.
Robert J. Rimington Board Room (H-228)
Highland Community College Student/Conference Center
Freeport, Illinois

Public access to the meeting is provided online via Zoom at
<https://highland.zoom.us/j/93224226601?pwd=ZXZtNnFSZFUrUmhDc0cwdmhkeHRxZz09>
or by phone at 312-626-6799 and Password 8675209

- I. Call to Order/Roll Call
- II. Approval of Agenda
- III. Public Comments
- IV. Main Motion
 - A. Memorandum of Understanding (MOU) Between Highland Community College (Board of Trustees) and Highland Community College Faculty Senate, Affiliated with AFT/IFT Local 1957, for Fall 2021 Due to the COVID-19 National Pandemic (Page 1)
- V. Old Business
- VI. New Business
- VII. Adjournment

Memorandum of Understanding
Between
Highland Community College (Board of Trustees)
And
Highland Community College Faculty Senate, Affiliated with AFT/IFT Local 1957

June 30, 2021

Issue:

Due to conditions related to COVID-19, National Pandemic, and the current platform of educational services under the Illinois Governor's Executive Orders and Guidance from the Illinois Community College Board, the Faculty Senate and Highland's administration have agreed, via impact bargaining, to the following conditions for the COVID-19 situation.

Agreement: The parties agree to the following:

1. CDC, ICCB and IDPH guidelines will be adhered to and will guide and/or determine COVID-19 and safety-related decisions made by the College. CDC, ICCB and IDPH guidelines will be adhered to and will guide and/or determine COVID-19 and safety-related decisions made by the College. In making such decisions, the College will also give appropriate consideration to any issued Phase or Tier guidance issued by the Governor and/or IDPH applicable to the College's geographic area, in force at the time of any such decision. For example, if the Region is in Phase 2, interaction would be limited between persons and appropriate instruction moved online, either in online format or in a live-streaming format where a student attends class virtually. Similarly, if the region is moved to Phase 3, traditional face-to-face and live-stream blended instruction should take place following social distancing protocol. This protocol may be, but is not limited to:

- a. A maximum of 10, or such number as may be identified in any Phase 3 guidance, people (including instructor) are allowed in an instructional area.
- b. A minimum of 6 feet of distance maintained between individuals.
- c. Use of properly-worn face coverings and hand hygiene.
- d. Equipment and workspaces will be sanitized using the protocol established by HCC Maintenance.

Finally, as an example under Phase 4, instruction would generally be permitted using face-to-face or live-stream blended courses and the maximum number of people allowed in an instructional area will be as identified by the established guidance, i.e. currently 50 people, 50% of the room's capacity, or the maximum number of people in a room to allow for 6-foot social distancing.

2. Full-time Faculty salary and employment status will remain as-is according to the most current CBA and any contracts or payment agreements made for the FA-21 semester even if programs or courses are low-enrolled.

- a. Due to the unprecedented situation in Fall 2021, Faculty will not be required to teach more than five (5) course sections totaling at least 13.1 credits unless the faculty member and the Faculty Senate President agree to more. This five (5) course section limit does not include courses that are open-lab or cross listed (offered at the same time in the same location with the same instructor) or for courses like or similar to OCÉD 290 Workplace Experience that are designed for limited enrollment and require instructor approval.
- b. Tutorial loading will be used only to calculate load course sections beyond five (5) course sections or fifteen (15) credits.
- c. No precedent or past practice will be set regarding Faculty load calculation for past or future situations.

3. In considering the status of under-enrolled programs that have been areas of concern for FY20-21, appropriate consideration will be given to the impact of the COVID-19 pandemic: Any under enrolled programs considered for program reduction will be subject to Program Review, following the process explained in the most current Faculty Handbook.

4. Full-time Faculty evaluations will be as follows:

- a. Tenured Faculty who were scheduled for continuing evaluation (3-year cycle) will have any outstanding evaluations completed during the 2021-2022 academic year if possible. Tenured Faculty evaluations scheduled for the 2021-2022 academic year will proceed as scheduled if possible. The determination of when to schedule evaluations will be decided by the Faculty member and their dean.
- b. Non-tenured Faculty may opt into evaluation for the FA-21 semester, but appropriate consideration will be made to understand that the format of the class is new and may not be as comfortable as a traditional class. Members of tenure committee and dean should view different class sessions or courses.
- c. Any Faculty evaluations held via online platforms or Zoom may not be recorded without the Faculty member's express consent. If consent is not given, the observer will take notes or otherwise document their thoughts as consistent with in-person evaluation.
- d. Non-tenured Faculty should still expect to be evaluated at least four semesters within the time frame by the dean and tenure committee prior to being recommended for tenure.
- e. Non-tenured Faculty may choose to opt into an extra semester of evaluation added to their tenure process. The Faculty member will choose whether to accept this option. This option will only be available for one semester in total of extension. This option will not be determined by the Tenure Committee, the Dean, or any party other than the Faculty member. The deadline for opting in to an extra semester of evaluation shall be no later than December 1, 2021. Faculty choosing to opt into the extra semester of evaluation will notify in writing, which writing shall acknowledge that the request was voluntary and a waiver of the statutory timeline, their Dean or Associate Dean before the deadline.
- f. The Board of Trustees will approve extension requests made by Faculty. The Board will indicate in the approval that the Faculty member requested a voluntary extension

because of COVID-19 and agree that this is not a term of remediation. There will be no corrective actions provided for this extension because the extension is not remedial.

5. Any unused FY22 Personal Days, provided as a benefit to Faculty and Custodial Maintenance employees via the most current CBAs, will be rolled over into the next academic year(s). These unused days will be eligible for use through academic year 2023/2024.
6. A Faculty member will be notified by the College where a Health Department or IDPH has provided sufficient information to make the College aware that the individual of concern had sufficient contact with the faculty member to be notified under contact tracing protocols. This will include notification, via email or phone when the College has been formally made aware that a student enrolled in a Faculty member's on-campus course has tested positive for COVID-19 or is deemed by a Health Department as a presumptive positive.
7. As per CDC guidelines, any shared space that was used by someone who is positive, or presumed positive, for COVID-19 will be cleaned and disinfected by the college within 24 hours of notification of that person's status as COVID-19 positive, or presumed positive.
8. Section caps for every face-to-face, hybrid and VM courses will be appropriately adjusted to accommodate classroom sizes and social distancing guidelines.
 - a. Fully face-to-face classes that have more students than are allowed in their respective classrooms shall be moved to an appropriate classroom or split into the appropriate amount of sections required to fit their scheduled classrooms. Those sections will be loaded as separate classes for the faculty teaching said courses.
9. Remote work options will be available for all non-classroom campus service, including office hours, Opening Days, committee meetings, meetings with supervisors, etc. No Faculty member will be expected to attend face-to-face meetings or events, but on campus participation is encouraged and appreciated.
10. The College recognizes that preparing and presenting current courses is the most essential function of a Faculty Member. Likewise, the College recognizes that preparing and presenting courses in an alternative format is challenging, time-consuming, and stressful. Similarly, the Faculty acknowledge and recognize that issues of COVID-19 present a substantial number of external threats to the College, creating challenging and stressful management and student enrollment hurdles for the administration. Accordingly, while Faculty are encouraged to maintain usual and customary additional duties, there will not be repercussions for declining such additional, duties as normally assigned, including recruiting activities, committee work, etc. if the Faculty member feels unable to do so, especially those activities that require in-person attendance. In such instances the Faculty member shall first discuss their concerns with their Dean or supervisor to see if the concerns can be reasonably addressed.
11. Faculty who are teaching more than 50% of their teaching load online, hybrid or virtual meeting mode will again receive \$10 per month for the months of August through December stipends for internet services.
12. Faculty will be provided with necessary equipment and adequate training for alternative delivery methods. Faculty members must request purchase of authorized equipment through the College. The College will purchase the equipment due to record keeping requirements. If for some reason the College cannot purchase the equipment and the Faculty member purchases

authorized equipment, with approval of a purchase request, necessary for alternative delivery methods, the College will reimburse the entire amount of that purchase. If a Faculty member requires additional training that cannot be provided by the College, the College will pay for or reimburse the cost of said training.

13. Modifications to class modalities will be discussed and made in consultation with the division dean.

14. For the lab courses that extend beyond the end of the semester (December 10).

a. Full-time faculty, providing the additional instruction for the identified lab courses, set forth in this MOU will receive compensation at the rate of \$60 per lab hour. This compensation will be paid in each pay period during which the lab make-up work is being taught.

b. The maximum number of students allowed to be enrolled in each lab section will be determined two weeks prior to the beginning of the extension period.

c. The instructor shall apply appropriate safeguards, including use of social distancing where applicable, so that the maximum number of students physically allowed in the lab classroom at one time is in accordance with appropriate guidelines for the phase Region 1 is in at the time. Students not adhering to appropriate social distancing, masking, and other appropriate safeguards will be asked to leave the classroom until they are willing to comply. The instructor may withdraw a student who refuses to comply with appropriate safeguards.

d. The class structure will be determined by the faculty member following consultation and agreement by the division Dean.

15. One (1) Faculty representative shall be identified by the Faculty Senate President and added to the Emergency Operations Team.

16. Enrollment in all VM Course will not exceed the range of between 20-25 students, which number within the range will be based on agreement between the instructor and the division Dean with due consideration to the particular course. The maximum number established will not be exceeded unless by the consent of the instructor and the division dean.

17. No decisions made by the College occurring because of the COVID-19 pandemic situation will be considered to have established past practice unless otherwise agreed upon.

18. If an instructor who is teaching a face-to-face or VM course needs to move from the classroom to home in order to continue teaching, the instructor will not be required to take sick days. If a Faculty member, who has been on-campus teaching, is required to quarantine or has tested positive for COVID-19, but is asymptomatic, they may work remotely. During all such periods of remote work, the faculty member is not required to use sick days, provided they are continuing instruction remotely.

Both parties agree to revisit this agreement no later than the first week of August 2021.

Both parties agree to revisit this agreement during the Midterm week of Fall 2021 semester.

Both parties agree to revisit this agreement, should it be necessary, no later than December 1, 2021 for the following academic semester.

All aspects of this agreement will be considered proper and enforceable up until mutual agreement by both parties.

Date: June 30, 2021

Board Chair



Faculty Senate/Local 1957 President