

## MEMORANDUM OF UNDERSTANDING

2021-04

### COVID-19 Quarantine & Testing Days

Community College District 513 (the College) and the American Federation of Teachers Local 1810 (the Federation) temporarily agree to the terms set forth in this document between the dates of January 1 and May 14, 2022.

No Federation member will be required to use currently available personal days or unpaid leave during a mandated quarantine due to (a) a close contact with a known or probable case of COVID-19 (as required by the College or a governmental agency of competent jurisdiction; or (b) due to a mandatory “stay at home” Executive Order issued by the Governor of the State of Illinois) if the act of quarantining means they cannot meet a scheduled in-person teaching or counseling obligation so long as the delivery of instruction and services are maintained during period of mandated quarantine.

No Federation member will be required to use currently available personal days or unpaid leave in the event that a Federation member or a member of Federation member’s household regarding whom the Federation member is a primary caregiver (hereinafter, the “ill person”) becomes symptomatic with one or more COVID-19 symptoms (fever or chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting, or diarrhea) and the Federation member cannot meet a scheduled in-person teaching or counseling obligation so long as the delivery of instruction and services are maintained during period of testing. The Federation member (a) is required to get tested or seek medical advice within two (2) business days of discovery of symptoms and (b) is responsible for providing the College proof of test results or medical diagnosis no later than 5 business days after testing. If the ill person is not so tested and/or so medically diagnosed, or if such test results or medical diagnosis is not so provided to the College, then proof of delivery of such remote instruction shall not be sufficient to avoid taking sick days or personal days in these circumstances. The Federation member is required to return to regularly scheduled in-person teaching or counseling obligations once the Federation member receives a negative test result or non-COVID diagnosis.

A Federation member who is required to quarantine or is waiting on a COVID-19 test may choose to use remote delivery for their scheduled class content, office hours, or counseling appointments.

Federation members shall notify their dean or director of their intention to move to remote delivery of instruction or services as soon as reasonably possible upon notice of the mandated quarantine or discovery of an ill-person’s symptoms.

The means of remote delivery of content for teaching faculty is to be determined by the individual faculty member in coordination with and subject to the considered approval and voluntary consent of the appropriate dean or director. Such approval and consent, which shall not

be unreasonably withheld, shall be timely, and shall be primarily focused on the dean or director's verification that all information described in the applicable course syllabus is taught. Faculty members will make reasonable efforts to remain in communication with their students and maintain scheduled instruction and services during the period of remote delivery. The Dean may deny the use of remote delivery if the Dean reasonably believes that a high level of instruction cannot be delivered (in, for example, a shop class) by remote instructional means.

The means of remote delivery of services for counselors will be the same means used during regularly scheduled remote days per the Memo of Understanding 2020-02 Full Time Counselor Alternative Service Delivery, and shall be subject to the same terms and conditions of such Memorandum of Understanding. This Memorandum does not otherwise extend the term of said Memorandum of Understanding.

Federation members who choose not to move to remote delivery during a period of mandated quarantine or while waiting for an ill-person's COVID-19 test result will be required to use currently available personal or unpaid leave for cancelling in-person class sessions, office hours, or counseling services.

This agreement may be extended, if necessary, upon mutual written agreement of both parties. Barring a mutually agreed-upon extension, beginning on May 14, 2022 OR the renewal/reinstatement of the FFCRA Act (which shall likewise act to terminate this Memorandum of Understanding) both parties agree that Federation members will return to all previous Faculty Contract language, Board Policy, and Faculty Handbook expectations.

The Parties acknowledge that the terms of this MOU are based on the unique facts and circumstances set forth in this MOU. The Parties acknowledge that the arrangements set forth herein shall be non-precedential, and in no way can be construed to require either party to make the same, similar or other adjustment in future documents.

The Parties acknowledge that by agreeing to this MOU: (a) there is no need to re-open the current Collective Bargaining Agreement between the Parties.

The parties waive their rights to raise additional issues relating to the issues of modified working conditions and modes of education delivery discussed hereinabove.

AMERICAN FEDERATION OF  
TEACHERS LOCAL 1810

PRESIDENT  
COMMUNITY COLLEGE DISTRICT 513

By: *Jan. 10, 2022*  
Date: *Frank D Lee*

By: *Jerry Conner*  
Date: *1/14/2022*