

MEMO

TO: Dr. Jonathan Bullock, President

FROM: Greg Nuxoll, Vice President for Business Services

CC:

DATE: September 15, 2020

RE: Resolution of Intent to Continue Foundation Tax Levy

Attached is the Resolution of Intent to Continue the Foundation Tax Levy for the coming tax year. Lake Land is eligible to annually levy for the Foundation tax since the college is eligible to receive equalization grant money and since our combined operating levy of 18.00 cents per \$100 EAV for the education fund and the operations and maintenance fund is below the state average of 29.09 cents per \$100 EAV. Therefore, the College is able to levy 11.09 cents per \$100 EAV for the 2020 tax year.

The following data represents the average state levy per \$100 EAV for the past five years.

<u>Cents per \$100 EAV</u>
2019 – 29.05
2018 – 29.12
2017 – 29.62
2016 – 29.97
2015 – 29.63

The initial authorization for this annual levy dates back to the Illinois Community College Board Act dated September 15, 1989. Due to our equalization grant eligibility and low combined operating rate of 18.00 cents per \$100 EAV, the college has annually authorized the Foundation tax levy.

If the resolution is approved by the Trustees, we will proceed as outlined in HB 1484.

Due to the financial needs of the college, I recommend approval of the resolution.

Attachment

Lake Land College
Board of Trustees



RESOLUTION NUMBER: 1020-003

DATE: 10/12/20

RESOLUTION OF INTENT TO CONTINUE THE FOUNDATION TAX LEVY

WHEREAS, HB1484 authorizes the board of a community college district to levy an additional tax upon the taxable property of the district in any year in which the State Board issues a certificate of eligibility to do so; and

WHEREAS, the Illinois Community College Board has certified that Lake Land College is authorized a 29.09 cents per \$100 of equalized assessed valuation; and

WHEREAS, the Lake Land College Board of Trustees intends to continue the levy of an additional tax as authorized by HB1484; and

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Trustees of Community College District No. 517, Counties of Christian, Clark, Clay, Coles, Crawford, Cumberland, Douglas, Edgar, Effingham, Fayette, Jasper, Macon, Montgomery, Moultrie, and Shelby, and the State of Illinois, intends to increase the levy by 11.09 cents per \$100 of equalized assessed valuation to 29.09 cents per \$100 of equalized assessed valuation as certified by the Illinois Community College Board, effective for the 2020 tax year.

Adopted this 12th day of October, 2020 by the following vote:

AYES:

NAYS:

ABSENT:

ATTEST:

Board Secretary

Board Chair

Seal:

SECRETARY'S CERTIFICATE

I, _____, the undersigned, do hereby certify that I am the duly qualified and acting Secretary of the Board of Trustees of Lake Land College, Community College District No. 517, Counties of Christian, Clark, Clay, Coles, Crawford, Cumberland, Douglas, Edgar, Effingham, Fayette, Jasper, Macon, Montgomery, Moultrie, and Shelby, State of Illinois, (the "College District") and as such official, I am the keeper of the records and files of the Board of Trustees of said College District.

I do further certify that the foregoing Resolution of Intent to Continue the Foundation Tax Levy, is a true, correct and complete copy of that Resolution as adopted by the Board of Trustees of the College District at a meeting held on the 12th day of October, 2020.

I do further certify that the deliberations of the members of the Board of Trustees on the adoption of the Resolution were taken openly; that the vote on the adoption of the Resolution was taken openly; that the meeting was held at a specified time and place convenient to the public; that notice of the meeting was duly given to all newspapers, radio or television stations, and other news media requesting notice; and that the meeting was called and held in strict compliance with the provisions of the Illinois Open Meetings Act, as amended, and the applicable provisions of the Public Community College Act of the State of Illinois, and that this Board of Trustees has complied with all of the applicable provisions of said Acts and with all the procedural rules of the Board of Trustees.

IN WITNESS WHEREOF, I hereunto affix my official signature, this ___ day of _____, 2020.

Secretary, Board of Trustees

Lake Land College Board of Trustees



RESOLUTION NUMBER: 1020-004

DATE: 10/12/20

RESOLUTION TO ADOPT THE SURS DEFERRED COMPENSATION PLAN & APPROVE THE EMPLOYER PARTICIPATION AGREEMENT

WHEREAS, the State Universities Retirement System Deferred Compensation Plan ("Plan") is an eligible deferred compensation plan under Section 457(b) of the Internal Revenue ("Code") established and is administered by the State Universities Retirement System ("System") pursuant to Section 15-202 of the Illinois Pension Code, 40 ILCS 5 et seq.;

WHEREAS, the Plan is funded by elective deferrals, and if elected by the Employer (Lake Land College) in the Employer Participation Agreement, discretionary employer contributions;

WHEREAS, contributions to the Plan are held in Trust by SURS as Trustee pursuant to the State Universities Retirement System Master Trust Agreement ("Trust Agreement") and are invested in investment options selected and monitored by SURS;

WHEREAS, SURS has contracted with certain service providers ("Service Providers") to administer the Plan in accordance with its written terms and applicable law;

WHEREAS, Section 15-202 of the Illinois Pension Code, 40 ILCS 5, et seq., and Section 2.02(v) of the Plan provide that an employer that is subject to Article 15 of the Illinois Pension Code and that is an eligible employer within the meaning of Code Section 457(e)(1)(A) offer the Plan to its eligible employees;

WHEREAS, the Employer is an employer subject to Article 15 of the Illinois Pension Code, and is an eligible employer within the meaning of Code Section 457(e)(1)(A); and

WHEREAS, the Employer has reviewed the Plan, is authorized by law to adopt this Resolution, and is concurrently executing an Employer Participation Agreement for the Plan, which shall constitute a part of the written terms of the Plan.

NOW THEREFORE the governing body of the Employer hereby resolves:

Section 1. The Employer adopts the Plan for the benefit of its eligible employees, including the Employer Participation Agreement which is attached hereto and made a part of this Resolution.

Section 2. The Employer agrees to abide by the terms of the Plan and the Trust Agreement, including amendments to the Plan and the Trust Agreement, and all applicable provisions of the Code, the Illinois Pension Code, and other applicable law.

Section 3. The Employer agrees to enroll only those individuals who are employees, as defined in Section 15-107 of the Illinois Pension Code, of the Employer. An employee does not include an individual who is a leased employee under Code Section 414(n)(2).

Section 4. The Employer acknowledges that all assets held in connection with the Plan, including all contributions to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, property or rights shall be held in the Trust for the exclusive benefit of participants and their beneficiaries under the Plan. No part of the assets and income of the Plan shall be used for, or diverted to, purposes other than for the exclusive benefit of participants and their beneficiaries and for defraying reasonable expenses of the Plan. All contributions to the Plan shall be held, managed, invested and distributed as part of the Trust in accordance with the provisions of the Plan. All benefits under the Plan shall be distributed solely from the Trust pursuant to the terms of the Plan.

Section 5. This Resolution and an Employer Participation Agreement shall be submitted to SURS. SURS shall determine whether the Resolution and the Employer Participation Agreement comply with the Plan, and, if they do, shall provide appropriate forms to the Employer to implement employee participation in the Plan. SURS may refuse to approve a Resolution and/or an Employer Participation Agreement from an employer that does not have state statutory authority to participate in the Plan. The Employer hereby acknowledges that it is responsible for assuring that this Resolution and the Employer Participation Agreement are adopted and executed in accordance with the requirements of applicable law.

Adopted by the Employer as of the date set forth below in accordance with applicable law.

Adopted this 12th day of October, 2020 by the following vote:

AYES:

NAYS:

ABSENT:

ATTEST:

Board Chair

Board Secretary

SECRETARY'S CERTIFICATE

I, _____, the undersigned, do hereby certify that I am the duly qualified and acting Secretary of the Board of Trustees of Lake Land College, Community College District No. 517, Counties of Christian, Clark, Clay, Coles, Crawford, Cumberland, Douglas, Edgar, Effingham, Fayette, Jasper, Macon, Montgomery, Moultrie, and Shelby, State of Illinois, (the "College District") and as such official, I am the keeper of the records and files of the Board of Trustees of said College District.

I do further certify that the foregoing Resolution to Adopt the SURS Deferred Compensation Plan & Approve the Employer Participation Agreement, is a true, correct and complete copy of that Resolution as adopted by the Board of Trustees of the College District at a meeting held on the 12th day of October, 2020.

I do further certify that the deliberations of the members of the Board of Trustees on the adoption of the Resolution were taken openly; that the vote on the adoption of the Resolution was taken openly; that the meeting was held at a specified time and place convenient to the public; that notice of the meeting was duly given to all newspapers, radio or television stations, and other news media requesting notice; and that the meeting was called and held in strict compliance with the provisions of the Illinois Open Meetings Act, as amended, and the applicable provisions of the Public Community College Act of the State of Illinois, and that this Board of Trustees has complied with all of the applicable provisions of said Acts and with all the procedural rules of the Board of Trustees.

IN WITNESS WHEREOF, I hereunto affix my official signature, this ____ day of _____, 2020.

Secretary, Board of Trustees

**STATE UNIVERSITIES RETIREMENT SYSTEM
DEFERRED COMPENSATION PLAN**

EMPLOYER PARTICIPATION AGREEMENT

The undersigned employer ("Employer") and the State Universities Retirement System ("SURS") agree to the participation of the Employer in the State Universities Retirement System Deferred Compensation Plan ("Plan"). The Plan is sponsored and administered by SURS and is intended to qualify as an eligible deferred compensation plan under Section 457(b) of the Internal Revenue Code ("Code") that is a governmental plan under Code Section 414(d) and Section 3(33) of the Employee Retirement Income Security Act of 1974 ("ERISA").

Complete this Participation Agreement only if the Employer is both an employer subject to Article 15 of the Illinois Pension Code and an eligible employer within the meaning of Code Section 457(e)(1)(A).

A. EMPLOYER INFORMATION

Name: _____

Address: _____

Tax ID Number: ____ - _____

B. TYPE OF ADOPTION AND EFFECTIVE DATE

The Employer's Plan document shall consist of this Employer Participation Agreement ("Agreement") and the Plan document, as amended from time to time. All capitalized terms in this Agreement shall have the meaning set forth in the Plan document.

It is very important that this Employer Participation Agreement be completed accurately to ensure consistency between the Plan and actual plan operation. The Employer may prospectively change the terms of its participation in the Plan at any time by completing a new Employer Participation Agreement with SURS.

This Agreement is for the following purpose (*check and complete one only*):

1. This is a new 457 (b) deferred compensation plan adopted by the Employer for its Employees effective _____, _____ (*insert effective date of this Agreement*).

2. This is an amendment to be effective as of _____, _____ (*insert effective date of this amendment*) to the current Agreement previously adopted by the Employer, which was originally effective _____, _____ (*insert effective date of the original Agreement*).

3. This is an amendment and restatement of another 457(b) deferred compensation plan maintained by the Employer, effective _____, _____ (*insert effective date of this Agreement*). This Employer's prior plan was originally effective _____, _____ (*insert effective date of the prior plan*).

The Employer understands that it is the Employer's responsibility to ensure that the prior plan met all applicable state and federal requirements.

- C. **CUSTODY OF ASSETS.** Code Section 457(g) shall be satisfied by setting aside Plan assets for the exclusive benefit of Participants and Beneficiaries in a Trust pursuant to the terms of the Plan.
- D. **PARTICIPATION.** An Employee may become a Participant in the Plan for purposes of Elective Deferrals and Discretionary Employer Contributions immediately upon commencement of employment with the Employer. "Employee" means an individual who is an employee, as defined in Section 15-107 of the Illinois Pension Code, of an Employer. An Employee does not include an individual who is a leased employee under Code Section 414(n)(2).
- E. **ELECTIVE DEFERRALS.** All Employees of the Employer shall be permitted to make Elective Deferrals to the Plan. Elective Deferrals include Pre-Tax Contributions and Roth Contributions. A Participant shall be 100% Vested in his or her Elective Deferrals at all times.
- F. **DISCRETIONARY MATCHING CONTRIBUTIONS.**

1. The Employer shall (*check and complete one only*):

- a. not make Discretionary Matching Contributions.
- b. match _____ % of Elective Deferrals of up to _____ % of Compensation
 each pay period annually.
- c. match _____ % of the first \$ _____ of Elective Deferrals
 each pay period annually.
- d. match the percentage or amount of Elective Deferrals that the Employer determines in its discretion for the Plan Year.

Check this box if the Discretionary Matching Contributions match elective deferrals made to another plan, and enter the name of the plan:

NOTE: Any Discretionary Matching Contribution will reduce, dollar for dollar, the Elective Deferrals that a Participant can contribute.

2. The Employer shall make Discretionary Matching Contributions for the following Employees (*complete only if Discretionary Matching Contributions will be made to the Plan; check and complete as many as applicable*):

- a. any full-time Employee, defined as an Employee who has _____ or more Hours of Service per week.
- b. any permanent part-time Employee, defined as an Employee who is not a full-time Employee and who has _____ or more Hours of Service per week.
- c. any seasonal, temporary, or similar part-time Employee.
- d. any elected or appointed official.

e. any Employee in the following class(es) of Employees:

3. A Participant shall be 100% Vested in his or her Discretionary Matching Contributions at all times; provided, however, that if SURS enacts an Eligible Automatic Enrollment Arrangement under Section 4.2(e) of the Plan, Discretionary Matching Contributions related to a withdrawal of Automatic Pre-Tax Contributions in accordance with Section 4.2(e)(4) will be placed in a forfeiture account and used first to reduce the Employer's Discretionary Matching Contributions, if any, and then to reduce the Employer's Discretionary Nonelective Contributions, if any.

G. DISCRETIONARY NONELECTIVE CONTRIBUTIONS.

1. The Employer shall (*check and complete one only*):

- a. not make Discretionary Nonelective Contributions.
- b. contribute _____ % of Compensation on behalf of each Participant
 each pay period annually.
- c. contribute \$_____ on behalf of each Participant each pay period annually.
- d. contribute the percentage or amount that the Employer determines in its discretion for the Plan Year.

NOTE: Any Discretionary Nonelective Contribution will reduce, dollar for dollar, the amount a Participant can contribute.

2. The Employer shall make Discretionary Nonelective Contributions for the following Employees (*complete only if Discretionary Nonelective Contributions will be made to the Plan; check and complete as many as applicable*):

- a. any full-time Employee, defined as an Employee who has _____ or more Hours of Service per week.
- b. any permanent part-time Employee, defined as an Employee who is not a full-time Employee and who has _____ or more Hours of Service per week.
- c. any seasonal, temporary, or similar part-time Employee.
- d. any elected or appointed official.
- e. any Employee in the following class(es) of Employees:

3. A Participant shall be 100% Vested in his or her Discretionary Nonelective Contributions at all times.

H. ADMINISTRATIVE INFORMATION.

In executing this Employer Participation Agreement, the Employer agrees:

- that it is eligible to adopt the Plan, and that its governing body has adopted a resolution to approve the adoption of the Plan for its eligible employees, which resolution has been provided to SURS or its designee;
- to be bound by all terms of the Plan document, as applicable, the terms of this Employer Participation Agreement, and the rules and regulations of SURS, all as may be amended from time to time, and that no oral understanding not incorporated into this Agreement is binding on any party;
- to provide any information reasonably requested by SURS or a service provider from time to time to properly administer the Plan in accordance with its terms and applicable law;
- to allow SURS and/or the service providers reasonable access to eligible employees to assist with enrollment in and administration of the Plan;
- to be solely responsible for the correction of any operational or compliance errors resulting from the Employer's failure to perform its responsibilities or provide accurate information to SURS or a service provider;
- that all contributions to the Plan will be deposited in the State Universities Retirement System Master Trust for the exclusive benefit of participants and beneficiaries, and that the Employer shall have no right to Trust assets;
- that participants in the Plan have the right to direct the investment of their accounts by choosing among the investment options selected by SURS and offered under the Plan, and that any participant who does not provide timely investment direction will be deemed to have elected the Plan's default investment, as selected by SURS;
- that participants will be charged fees for the investment and administration services provided by SURS and the service providers, which will be offset against investment returns or deducted from participant accounts periodically; and
- that the Employer has consulted, to the extent necessary, with its own legal and tax advisors.

The Employer further agrees that it is responsible for the following areas of compliance:

- ↗ determining and monitoring employee eligibility in accordance with the terms of the Plan and the Employer Participation Agreement;
- ↗ entering into salary reduction agreements with Employees and timely remitting all Elective Deferrals and Discretionary Employer Contributions, if any, to the Plan; and
- ↗ complying with the applicable contribution limits under the Code as such limits apply to the Plan and any other Code Section 457(b) plan in which Employer's employees participate.

This Employer Participation Agreement is duly executed on behalf of the Employer by the undersigned authorized signatories and shall be effective as indicated in Section B.

EMPLOYER'S AUTHORIZED SIGNATORIES:

By: _____

By: _____

Print: _____

Print: _____

Title: _____

Title: _____

Date: _____

Date: _____

**ACCEPTANCE OF EMPLOYER'S PARTICIPATION IN THE STATE UNIVERSITIES
RETIREMENT SYSTEM DEFERRED COMPENSATION PLAN:**

By: _____
Martin M. Noven, Executive Director

Date: _____

APPENDIX A

AUTHORIZED CONTACT FORM

All official communications from the Employer to SURS shall be directed to the attention of the following person:

State Universities Retirement System
Attention: Executive Director and General Counsel
1901 Fox Drive
Champaign, Illinois 61820
Telephone Number: 217-378-8800
Facsimile Number: 217-378-9801
Email: Executive_Director@surs.org
General_Counsel@surs.org

All official communications from SURS to the Employer shall be directed to the attention of the following person:

Employer: _____
Attention: _____
Address: _____

Telephone Number: _____
Facsimile Number: _____
Email: _____

The following individuals are authorized to represent and act on behalf of the Employer for all purposes related to the Employer's participation in the State Universities Retirement System Deferred Compensation Plan.

<p>Contact Name _____ Title _____ _____</p> <p>Phone No. (_____) _____ E-Mail Address _____ _____</p> <p>Signature _____ Date _____ _____/_____/_____</p>
<p>Contact Name _____ Title _____ _____</p> <p>Phone No. (_____) _____ E-Mail Address _____ _____</p> <p>Signature _____ Date _____ _____/_____/_____</p>
<p>Contact Name _____ Title _____ _____</p> <p>Phone No. (_____) _____ E-Mail Address _____ _____</p>

Signature _____	Date
_____/_____/_____	
Contact Name _____ Title	

Phone No. (_____) _____	E-Mail Address

Signature _____	Date
_____/_____/_____	

The Employer agrees that SURS is entitled to rely on this Appendix A, and shall be held harmless in doing so, until such time that the Employer submits a revised Appendix A to SURS.

The undersigned represents that he or she is an authorized representative of the Employer with authority to sign the Agreement and this Appendix A on the Employer's behalf.

By _____ Date _____

Print Name _____

Title _____

Phone No. (_____) _____ E-mail Address _____

Lake Land College
Board of Trustees



RESOLUTION NUMBER: 1020-005

DATE: October 12, 2020

Resolution for Agreement to Extend Fall 2020 Memorandum of Understanding (MOU) with the Lake Land College Faculty Association into Spring 2021

WHEREAS, on August 10, 2020, the Lake Land College Board of Trustees approved a Memorandum of Understanding (attached to this Resolution) with the Lake Land College Faculty Association (LLCFA) to address changes in working conditions due to the COVID-19 pandemic; and,

WHEREAS, the LLCFA President originally signed the MOU on July 27, 2020; and,

WHEREAS, Item 14 of the MOU provides that by mutual agreement the MOU may be extended to the end of the Spring 2021 term if needed; and,

NOW THEREFORE BE IT RESOLVED, by the governing board of Lake Land College, Community College District No. 517 that given the continuation of the COVID-19 pandemic the Board agrees to extend the previously agreed upon Fall 2020 MOU through the end of the Spring 2021 term on May 17, 2021, as outlined in Item 14 of the MOU.

ADOPTED this 12th day of October, 2020 by the following vote:

AYES:

NAYS:

ABSENT:

BOARD OF TRUSTEES
LAKE LAND COLLEGE
COMMUNITY COLLEGE DISTRICT NO. 517
COUNTIES OF CHRISTIAN, CLARK, CLAY,
COLES, CRAWFORD, CUMBERLAND,
DOUGLAS, EDGAR, EFFINGHAM, FAYETTE,
JASPER, MACON, MONTGOMERY,
MOULTRIE, AND SHELBY
STATE OF ILLINOIS

By: _____

Chair

Attest: _____
Secretary

MEMORANDUM OF UNDERSTANDING

Between the Lake Land College Board of Trustees and the Lake Land College Faculty Association

RE: Response to the Coronavirus Pandemic for the Fall 2020 Semester

Whereas the 2020-2023 Lake Land College Faculty Association Agreement was ratified by the Lake Land Faculty membership and approved by the Lake Land College Board of Trustees; and

Whereas the current Coronavirus pandemic and Restore Illinois plan necessitates a shift in normal college operations; and

Whereas both parties wish to minimize the negative effects of this shift on our academic community; and

Whereas both parties wish to maintain the integrity of our Collective Bargaining Agreement to the degree possible; and

Whereas the Lake Land College Faculty Association, Local 2296, and the Lake Land College Board of Trustees agree that it is paramount to keep everyone in our community as healthy and safe as possible during this difficult time:

Therefore, be it also resolved that both parties agree to temporary changes in working conditions, as described below:

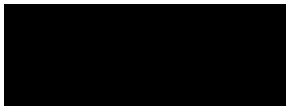
1. The College shall continue to comply with all relevant provisions of the Families First Coronavirus Response Act and other legislative requirements related to COVID-19.
2. The College will not require faculty to ensure or enforce safety guidelines that are outside of the scope of normal faculty responsibilities.
3. According to procedures outlined in the existing contract, the College shall develop and post a position description for a Faculty Tech Team who will be trained and paid \$4500/year to offer specific educational technology training through the academic year to faculty and adjuncts. The team will consist of up to 8 members with at least one faculty member per division and one academic support faculty member provided there is at least one applicant from each division and one applicant from academic support faculty.
4. Campus meetings shall be conducted via remote/virtual means whenever possible. Faculty will not be penalized for remote attendance. If a faculty member must attend a meeting in person, reasonable accommodations will be made when requested.
5. Faculty will receive a \$25/month stipend for technology or be provided a Wi-Fi hotspot if required to work remotely or if such benefit is extended to other employees.
6. Implement the following changes to Article II:
 - a. II.A.2. An approved location for division chairs and academic support faculty will be on- or off-campus. On-campus schedules will allow for office coverage during posted office hours.
 - b. II.A.4a. On-campus requirement is waived. Add “and other learning technologies” after “learning management system.”
 - c. II.A.4b. Off-campus is an approved location for all instructional faculty.
 - d. II.A.4c. All office hours may be virtual and will be posted online per the 2020-2023 contract.
 - e. II.A.8.c. Waive hybrid course language that conflicts with this MOU.
 - f. II.B.17.a.4.g. Waive new modality course development language that conflicts with this MOU.

- g. II.B.8. Staff development requirement may be met by activities taken to move classes to new modalities.
 - h. II.B.16. Waive new online course development language that conflicts with this MOU.
7. Implement the following changes to Article IV:
- a. IV.A.2. Add digital recording.
 - b. IV.E. To comply with course/program assessment requirements, faculty may, but will not be required to, collect additional assessment data for individual courses during the Fall 2020 semester. Faculty who do not collect additional data will review and identify a response to data conducted in previous semesters. The College may collect additional data from all students regarding learning in the online and virtual environments.
8. Implement the following change to Article V:
- a. Faculty evaluations, particularly those of faculty being evaluated for tenure, will differentiate between reviews specific to switching to alternate classroom delivery methods and reviews specific to overall instruction and responsiveness to students as required in the job description and CBA. Negative reviews specific to switching to alternative classroom delivery methods will not adversely impact evaluation outcomes.
9. Faculty will be held harmless against failure of network computing platforms.
10. Faculty should have the final authority to determine which learning modalities are best suited to impart the course materials and knowledge to the students in a particular section of that course.
- a. Faculty, in discussion with the division chair and using the learning modality options as outlined in the attached document “Learning Modality Options for Fall 2020,” will determine if currently scheduled Fall courses will be on-campus, online, virtual, online/virtual blended, online/on-campus blended or online/on-campus/virtual blended.
 - i. For the purposes of the aforementioned determination process, any course that contains a lab ECH component as indicated on the course form and in the catalog course descriptions will be considered a “lab course.” Faculty retain the right to determine the appropriate instructional modality option for the lab portion of these courses.
 - ii. Faculty who offer an “on-campus” or “online/on-campus blended” approach to their lab courses will adhere to the social distancing guidelines for their lab space as determined by administration. This may require additional lab instruction time to accommodate smaller groups, as approved by the Vice-President of Academic Services.
 - iii. Faculty who teach additional lab or clinical hours to meet course or accreditation requirements will receive a stipend for additional hours of instruction according to the following formula with the stipend not counting against overload hours. For a member currently in the College’s Planned Retirement Program, the stipend will be added to the end of service incentive.
 - Substitution Rate for Full-Time Faculty from approved FY21 Part-Time Rates & Stipends = $\$770/16 = \$48.13/\text{hour}$
 - b. Faculty will not penalize any student for class absences as a result of not receiving approval to access the assigned building due to symptoms of COVID19.
11. Transfer of any course to a new learning modality is a one-time-only change that will not be considered precedent for moving that course to a new learning modality in the future.
- a. A member developing and teaching a virtual synchronous, online/virtual synchronous blended, online/on-campus blended or online/on-campus/virtual synchronous blended course will be paid a stipend in the amount of \$100 base + 1/3 credit hour per credit hour of the course development payable at the overload rate and according to the overload payment schedule. For

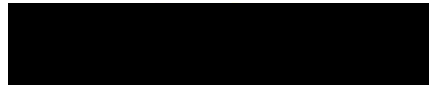
a member currently in the College's Planned Retirement Program, the stipend will be added to the end of service incentive.

- i. Ex. 3 credit hour course = $\$100 + (1/3 \text{ credit hour of overload pay} \times 3)$
 - ii. Ex. 2 credit hour lab of a course = $\$100 + (1/3 \text{ credit hour of overload pay} \times 2)$ when the lecture portion has already been developed online.
- b. If an on-campus lab is required to move online later in the semester, a member developing and teaching an online course either for the first time or for the first time in three years (prior to Fall 2017) will be paid a stipend in the amount of \$100 base + 1/3 credit hour per credit hour of the section developed payable at the overload rate. The stipend will be paid upon submission of verification of completion of full course development no later than the end of the Spring 2021 term. For a member currently in the College's Planned Retirement Program, the stipend will be added to the end of service incentive.
- i. Ex. 3 credit hour course = $\$100 + (1/3 \text{ credit hour of overload pay} \times 3)$
 - ii. Ex. 2 credit hour lab of a course = $\$100 + (1/3 \text{ credit hour of overload pay} \times 2)$ when the lecture portion has already been developed online.
12. Non-instructional faculty who develop or have developed online projects outside of the classroom in response to COVID-19 shall receive a stipend equal to their hourly rate x (# of development hours for the project) upon approval by the appropriate Vice-President. For a member currently in the College's Planned Retirement Program, the stipend will be added to the end of service incentive.
13. New online courses developed in a new modality in accordance with this MOU will not be eligible for future new online course development stipends in the same modality.
14. By mutual agreement, this MOU may be extended through the end of Spring 2021 term if needed.

This agreement is not precedent setting.



Ms. Sarah Hill, President
Lake Land College Faculty Association



Ms. Doris Reynolds, Chair of the Board
Lake Land College

7/27/2020
Date

08-10-2020
Date

Learning Modality Options for Fall 2020

The learning modality and regularly scheduled synchronous class times will be identified in the class schedule. Students will be notified through Laker Mail once all schedule changes have been made.

<i>Current Section Type</i>		
	New Fall 2020 Schedule Options for Faculty	Modality Description for Faculty
<i>Online</i>	Online	Class sections that are fully online with no on-campus or virtual class meetings.
<i>Section that is only lab that cannot be done virtually</i>	On-Campus	Class sections that meet face-to-face during regularly scheduled class times on the Mattoon campus and/or other campus locations. These courses may be split to meet social distancing guidelines, as approved by the Vice-President of Academic Services.
<i>Section that is only face-to-face lecture.</i> <i>Section that is face-to-face lecture/lab and no on-campus lab is needed.</i>	Virtual (synchronous)	Class sections that meet synchronously during ALL regularly scheduled class times through a virtual meeting platform such as Canvas or Zoom. Faculty may choose to not build a full online course in Canvas for this option. Faculty must keep all scheduled days as class meeting times.
	OR	
	Online/Virtual Blended	Class sections where work is completed both online and during a reduced number of regularly scheduled face-to-face class times through a virtual meeting platform such as Canvas or Zoom. Virtual meetings (held by faculty at least once a week, as posted in the schedule) may be optional or mandatory for students. Virtual meetings could include delivering course content, Q&As, class discussions, tutoring sessions, etc.
<i>Section that is lecture/lab and on-campus lab is needed.</i>	Online/On-Campus Blended	Class sections where work is completed both online and during regularly scheduled face-to-face class lab times on the Mattoon campus and/or other campus locations. No synchronous virtual class meetings occur.
	OR	
	Online/On-Campus/Virtual Blended	Class sections where work is completed online and during regularly scheduled face-to-face lab class times on the Mattoon campus or other campus locations and through synchronous virtual class meetings, as posted in the schedule, using platforms such as Canvas or Zoom.

NOTE: Faculty may host optional, supplemental, small group meetings on campus, upon approval by the appropriate Vice-President.

EMPLOYEE RIGHTS

PAID SICK LEAVE AND EXPANDED FAMILY AND MEDICAL LEAVE UNDER THE FAMILIES FIRST CORONAVIRUS RESPONSE ACT

The **Families First Coronavirus Response Act (FFCRA or Act)** requires certain employers to provide their employees with paid sick leave and expanded family and medical leave for specified reasons related to COVID-19. These provisions will apply from April 1, 2020 through December 31, 2020.

▶ PAID LEAVE ENTITLEMENTS

Generally, employers covered under the Act must provide employees:

Up to two weeks (80 hours, or a part-time employee's two-week equivalent) of paid sick leave based on the higher of their regular rate of pay, or the applicable state or Federal minimum wage, paid at:

- 100% for qualifying reasons #1-3 below, up to \$511 daily and \$5,110 total;
- $\frac{2}{3}$ for qualifying reasons #4 and 6 below, up to \$200 daily and \$2,000 total; and
- Up to 12 weeks of paid sick leave and expanded family and medical leave paid at $\frac{2}{3}$ for qualifying reason #5 below for up to \$200 daily and \$12,000 total.

A part-time employee is eligible for leave for the number of hours that the employee is normally scheduled to work over that period.

▶ ELIGIBLE EMPLOYEES

In general, employees of private sector employers with fewer than 500 employees, and certain public sector employers, are eligible for up to two weeks of fully or partially paid sick leave for COVID-19 related reasons (see below). *Employees who have been employed for at least 30 days prior to their leave request may be eligible for up to an additional 10 weeks of partially paid expanded family and medical leave for reason #5 below.*

▶ QUALIFYING REASONS FOR LEAVE RELATED TO COVID-19

An employee is entitled to take leave related to COVID-19 if the employee is unable to work, including unable to telework, because the employee:

- | | |
|---|---|
| <ol style="list-style-type: none">1. is subject to a Federal, State, or local quarantine or isolation order related to COVID-19;2. has been advised by a health care provider to self-quarantine related to COVID-19;3. is experiencing COVID-19 symptoms and is seeking a medical diagnosis;4. is caring for an individual subject to an order described in (1) or self-quarantine as described in (2); | <ol style="list-style-type: none">5. is caring for his or her child whose school or place of care is closed (or child care provider is unavailable) due to COVID-19 related reasons; or6. is experiencing any other substantially-similar condition specified by the U.S. Department of Health and Human Services. |
|---|---|

▶ ENFORCEMENT

The U.S. Department of Labor's Wage and Hour Division (WHD) has the authority to investigate and enforce compliance with the FFCRA. Employers may not discharge, discipline, or otherwise discriminate against any employee who lawfully takes paid sick leave or expanded family and medical leave under the FFCRA, files a complaint, or institutes a proceeding under or related to this Act. Employers in violation of the provisions of the FFCRA will be subject to penalties and enforcement by WHD.



WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

For additional information
or to file a complaint:
1-866-487-9243
TTY: 1-877-889-5627
dol.gov/agencies/whd



WH1422 REV 0320

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Families First Coronavirus Response Act (FFCRA) Leave Flow Chart (Effective April 1, 2020 to December 31, 2020)

Emergency Paid Sick Leave (EPSL)

Emergency FMLA Expansion

When an employee is:

1. Subject to a federal, state or local quarantine/isolation order related to COVID-19;
2. Advised by a health care provider to self-quarantine due to COVID-19 concerns;
 - Need name of health care provider
3. Experiencing symptoms of COVID-19 and seeking medical diagnosis;
4. Caring for an individual who is subject to a quarantine order or advised by a health care provider to self-quarantine due to concerns related to COVID-19;
 - Need name of individual and relationship to employee, and name of health care provider
5. Caring for a son or daughter if the child's school or place of care has been closed or the child's care provider is unavailable due to a COVID-19 related reason (see info to be provided under FMLA Expansion); or
6. Experiencing any other substantially similar condition specified by the Secretary of Health and Human Services.

Not Eligible:

- * Different reason for absence, check CBA or policy for other leave **OR**
- * No work for employee **OR**
- * Eligible for telework

Eligible:

- * No telework option
- * No minimum number of days employed

Full-time employees are eligible for up to 2 weeks (80 hours) of leave for a qualifying reason.

Part-time employees are eligible for up to the number of hours normally worked, on average, over a 2-week period.

EPSL must be applied first *before* any other leave.

Once EPSL is exhausted, check CBA or policy for other leave if employee still cannot return.

When an employee is:

Caring for a son or daughter if the child's school or place of care has been closed or the child's care provider is unavailable due to a COVID-19 related reason.

Employed for at least 30 days **AND** not eligible to telework

Employed for less than 30 days **OR** eligible to telework **OR** no work for employee

Not eligible; check CBA or policy for other leave options

Employee **must** provide:

- * Name of son/daughter;
- * Name of school, place of care or child's care provider that is closed/unavailable; and
- * Representation that no other suitable person will be caring for son/daughter during period of leave.

If criteria is met, employee is eligible for up to a total of 12 workweeks of job-protected leave between April 1 and December 31, 2020.

- * First 2 weeks are unpaid, but employee may substitute available paid leave (i.e. EPSL).
- * Remainder of qualifying leave is paid by the employer at 2/3 of employee's applicable pay rate (capped p/employee at \$200 p/day, \$2,000 in aggregate).
- * Block leave, unless employer agrees to intermittent leave.
- * Check employee's use of FMLA for other qualifying reasons during the applicable FMLA year.

EPSL is employer-paid leave.

- * For Nos. 1-3: 100% of employee's applicable pay rate (capped at \$511 p/day p/employee, \$5,110 aggregate).
- * For Nos. 4-6: 2/3 of employee's applicable pay rate (capped at \$200 p/day p/employee, \$2,000 aggregate).

Although the information contained herein is considered accurate, it is not, nor should it be construed to be legal advice. If you have an individual problem or incident that involves a topic covered in this document, please seek a legal opinion that is based upon the facts of your particular case.

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