

MEMORANDUM OF AGREEMENT

THIS AGREEMENT is made between the Board of Trustees of Lewis and Clark Community College District No. 536 (the "Board") and the Lewis and Clark Community College Faculty Association, IEA/NEA (the "Association").

RECITALS

WHEREAS, the Board and the Association are parties to a Collective Bargaining Agreement which sets forth full-time tenured and non-tenured faculty members' wages, hours, and other terms and conditions of employment; and

WHEREAS, the parties have just concluded negotiations over a successor collective bargaining agreement for the period of July 1, 2022 through June 30, 2025; and

WHEREAS, the parties wish to clarify several tentative agreements reached through their previous negotiations.

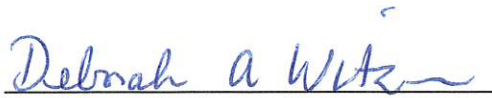
WHEREFORE, the parties agree as follows:

1. The recitals set forth above are hereby incorporated herein this Agreement.
2. This Agreement is governed by the laws of the State of Illinois.
3. Consideration supporting this Agreement shall be the mutual promises contained herein.
4. Article VII, Section 7.11 – Shared Governance shall be amended to clarify that "academic policy" referenced therein shall be defined as, "curricula, degree requirements, and instructional standards."
5. Article VIII, Section 8.1 – Sick Leave from the 2019-2022 CBA contained certain language near the end of the section that the parties inadvertently removed when revising the language. The following provisions shall be reinserted into the parties' 2022-2025 collective bargaining agreement.
 - A. "Whenever the period of sick leave is three (3) consecutive contract days or more, the faculty member or immediate family member shall be under the care of a personal physician for the care of the condition causing the absence. Absences three (3) consecutive contract days or more will require written verification of the illness/injury by the appropriate personal physician and approval by the Vice President of Administration or his/her designee. Approval of sick leave requests shall not be withheld for arbitrary or capricious reasons."
 - B. "The Board reserves the right to require periodic physical examinations during the period of an employee's absence due to sickness or disability. Examinations administered by a physician selected by the Board shall be at the Board's expense."


- C. "In accordance with applicable statutory provisions, a faculty member upon retirement shall be permitted to apply accumulated sick leave days for retirement credit under the State Universities Retirement System (SURS)."
6. This Agreement is subject to approval of the tentative agreements to the 2022-2025 collective bargaining agreement by the parties.
7. No modification of this Agreement shall be binding unless evidenced in writing and signed by the parties.

The parties, by placing their signatures below, acknowledge and accept the provisions, obligations, and validity of this Agreement.

Agreed to this 14 day of June, 2022.



Lewis and Clark Faculty Association



Chairman, Board of Trustees

ATTEST:



Lewis and Clark Faculty Association



Secretary, Board of Trustees