

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (the "Memorandum of Agreement") is entered into this 31st day of October, 2010, by and between William Rainey Harper College (the "**College**"), and the Harper College Adjunct Faculty Association, IEA-NEA (the "**HCAFA**").

WHEREAS, the **HCAFA** is the exclusive bargaining representative for the **College's** adjunct faculty bargaining unit;

WHEREAS, the **HCAFA** filed an unfair labor practice charge with the Illinois Educational Labor Relations Board (the "IELRB"), Case No. 2008-CA-0067-C (the "Charge");

WHEREAS, the **College** and the **HCAFA** have reached an agreement to resolve and settle the issues raised by the **HCAFA** in the charge.

NOW THEREFORE, in consideration of the execution of this **Memorandum of Agreement** by the parties hereto and the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the **HCAFA** and **College** hereby agree as follows:

1. **Incorporation of Recitals**: The foregoing recitals shall be considered a part of this Agreement and shall be binding upon the parties hereto.
2. **Non Admission of Liability**: The **HCAFA** acknowledges and agrees that the **College's** resolution and settlement of all claims and disputes, its entry into this **Memorandum of Agreement** or any of its terms, shall not constitute an admission of any alleged contract violation, unfair labor practice, or any other liability on the part of the **College**.
3. **Settlement Consideration**: In consideration and exchange for the covenants and promises made by the **HCAFA** in paragraph 4 of this Agreement, the **College** hereby agrees:
 - a. **Non-Retroactive Agreement**: Any "dual position" employees in the employee groups identified in paragraph 3.b, who teach at least three (3) credit hours each semester beginning Fall, 2010 for four (4) consecutive academic semesters, will be eligible for inclusion in the **HCAFA** part-time teaching bargaining unit in accordance with the HCAFA Adjunct Faculty Collective Bargaining Agreement.
 - b. **Dual Position Employees**: Any dual position employees who are in the following currently existing employee groups will be eligible for **HCAFA** membership provided they satisfy the HCAFA bargaining unit eligibility criteria as set forth in paragraphs 3.a. or 3.c. of this Memorandum of Agreement regardless of whether or

not they are covered by another Harper College collective bargaining agreement: Professional-technical employees, librarians/counselors, custodial-maintenance and buildings/grounds employees, police department and community safety officers. The employee's position is designated by the **College** based upon the employee's job assignment and job description.

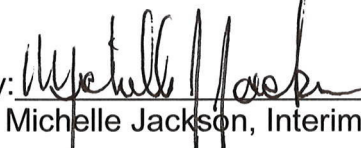
- c. **HCAFA Unit Employees Accepting Second Position Assignment After May 20, 2008:** Any employee who was an **HCAFA** part-time teaching bargaining unit member as of May 20, 2008, and who thereafter accepts or accepted a second position in a non-**HCAFA** unit position (e.g., **HCAFA** member accepts second position assignment as professional-technical employee in September, 2008), will be allowed to retain their existing **HCAFA** unit membership. Any such dual position employees will be entitled to **HCAFA** unit membership provided they continue to meet the bargaining unit eligibility and maintenance of inclusion requirements in the **HCAFA** Adjunct Faculty Collective Bargaining Agreement ("CBA").
 - d. **Successor CBA Language Conformity:** During the negotiations for successor **HCAFA** Collective Bargaining Agreements, the **HCAFA** and **College** agree to conform the contractual recognition clause language in the successor Agreements to comply with the terms of this ULP settlement agreement. Specifically, the **HCAFA** and **College** agree to revise the current contract recognition clause language which excludes from **HCAFA** bargaining unit eligibility dual position employees who are already covered by other collective bargaining agreements.
 - e. **List of Adjunct Employees Teaching Classes:** The **College** will provide the **HCAFA** with an updated list of adjunct employees teaching classes after the tenth (10th) week of each semester during the regular academic year. This list will consist of any employees who are in employee groups which are eligible for **HCAFA** unit membership, including any dual position employees in the employee groups identified in paragraph 3.b. above who are teaching classes.
4. **Withdrawal of Charge:** In consideration of the covenants and promises made by the **College** pursuant to this **Memorandum of Agreement**, the **HCAFA** agrees to immediately submit to the IELRB a written request for withdrawal of the Charge with prejudice based upon this **Memorandum of Agreement**.

5. **Acknowledgement:** By their signatures, the parties agree that they have consulted with legal counsel and that they have authority to execute this **Memorandum of Agreement**.
6. **Severability:** If any of the provisions, terms and clauses of this Agreement are declared illegal, unenforceable, or ineffective in a legal forum with competent jurisdiction to do so, those provisions, terms and clauses shall be deemed severable, and all other provisions, terms and clauses of this Agreement shall remain valid and binding upon all the parties hereto.
7. **Implementation of Agreement:** The College and the HCAFA agree to take any necessary steps to ensure compliance with the specific terms of this Memorandum of Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 31st day of October, 2010.

Dated: October 31, 2010

William Rainey Harper College

By: 
Michelle Jackson, Interim Vice-President of

Human Resources

Dated: October _____, 2010

**Harper College Adjunct Faculty
Association, IEA-NEA**

By: 
Ilona Sala, HCAFA President