

MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT is made by and between the COLLEGE OF DUPAGE (“the College”) and the COLLEGE OF DUPAGE FACULTY ASSOCIATION, IEA/NEA (“CODFA”), collectively referred to as the Parties.

WHEREAS, CODFA is the exclusive bargaining representative for all regular full-time faculty; and,

WHEREAS, THE COLLEGE is represented by its designated representatives per the Board of Trustees of the College; and,

WHEREAS, the COLLEGE and CODFA are parties to Collective Bargaining Agreement (CBA) that cover the period from August 16, 2023 to May 31, 2027; and,

WHEREAS, CODFA filed Grievance 24-001 on January 23, 2024, alleging that the COLLEGE breached Sections A1.a, D6.1 2, and D7.1b when it switched to remote instruction; and,

WHEREAS, THE COLLEGE asserted that there was no contractual violation; and,

WHEREAS the parties now have a mutual desire to resolve grievance 24-001.

NOW THEREFORE IT IS MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. The Recitals of this Memorandum of Understanding are adopted as if fully set forth herein.
2. College Policy No. 4.20 provides for Remote Work Arrangements.
3. When the College elects to issue remote work arrangements with less than 18 hours’ notice to faculty, there will be a closure day for classes and related activities, regardless of remote work instructions for non-faculty employees.
4. When the College elects to issue remote work arrangements with 18 hours’ notice or more, there will be a remote instruction day(s) to follow.
5. On remote instruction days of 1-2 days, it will be up to faculty how to interact with the class and how and where other D6 related work is performed.
6. Remote instruction of a long duration may require impact bargaining.

7. In consideration for the foregoing, CODFA agrees to withdraw grievance 24-0012 and shall not re-file grievance 24-001 (withdrawn with prejudice).
8. This MOU resolves all issues between the parties related to Remote work arrangements issued at the directive of the President and/or his/her designee under Policy 4.20.
9. This agreement is non-precedential and shall not be used by either party in future grievance, arbitration, negotiation discussions and/or matters.
10. This is the entire agreement of the parties.

THE COLLEGE OF DUPAGE and the COLLEGE OF DUPAGE FACULTY ASSOCIATION, IEA/NEA, by their duly authorized representatives and agents, have signed and executed this Agreement on the dates indicated below.

COLLEGE OF DUPAGE

COLLEGE OF DUPAGE FACULTY ASSOCIATION, IEA/NEA



CHRISTINE U. HAMMOND

Brian Caputo, President



David Goldberg, CODFA President



Melissa Mouritsen, Welfare Chair

8/22/2024

Date: 8/27/24