

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into between the College of Lake County (the "College") and the College of Lake County Adjunct Faculty Organization, Lake County Federation of Teachers, Local 504, IFT-AFT/AFL-CIO ("Adjunct Organization") in response to discussions between the College and the Adjunct Organization about proposed "Completion Camps" to be held over the summer term from July 6 to August 6, 2020, to provide students with an opportunity to make-up any labs, practical or similar assessments (referred to hereinafter as "labs") associated with a spring 2020 course that were not held due to the limitations presented by the COVID-19 (Coronavirus) pandemic so that students can change their "I" (Incomplete) grade to an earned letter grade and continue with their course of study. The parties understand that the COVID-19 pandemic is a unique circumstance that impacted the College's ability to hold on-campus labs necessary for course completion and grade issuance. It is with this understanding that the parties agree as follows:

1. Due to the COVID-19 (Coronavirus) pandemic and limitations on campus access during the spring 2020 semester, there was an unprecedented number of "I" grades issued at the end of the 2020 spring semester due to labs that could not be held at the College.
2. The College plans to run "Completion Camps" from July 6 to August 6, 2020, to provide students with an opportunity to make up labs that were not held during the spring 2020 semester (on and after March 16, 2020) due to the limitations presented by the COVID-19 (Coronavirus) pandemic so that students can change their "I" (Incomplete) grade to an earned letter grade and continue with their course of study.
3. The Adjunct originally assigned to teach a course with a lab component that had lab sessions scheduled during the spring semester on and after March 16, 2020 will have the right of first refusal to teach/supervise lab sessions during the designated Completion Camps. The College has the sole discretion to determine whether Completion Camps will run and the schedule for labs held during the Completion Camp, including but not limited to lab hours, days/times of labs and the number of lab sessions needed for completion, the number of activities, days needed, student attendance projections and department needs. However, the Department Chair and division administrators will make a good faith effort to consult with the originating Adjunct to finalize a plan for the proposed lab session(s) during the designated Completion Camps.

There is no obligation for an Adjunct to teach/supervise labs during the designated Completion Camps – it is entirely optional and voluntary. If the originating Adjunct declines the lab assignment, the assignment will be offered to eligible and qualified GFO bargaining unit Adjuncts. If there are no such Adjuncts or the offer is not accepted, the College has the sole discretion to offer it to any other Adjunct or full-time faculty member. However, the originating Adjunct is expected to provide sufficient information (e.g. syllabus, labs completed, labs not yet completed) to the faculty member teaching/supervising labs to ensure a smooth transition for students enrolled in the Completion Camps, and remains responsible for issuing the final grade. Final grades shall be issued no later than 14 calendar days after the conclusion of relevant labs held during the Completion Camps. No additional compensation will be paid to an originating Adjunct that declines a lab session assignment for completing these tasks.

4. The respective Department Chair or division administrator will provide written notice to the originating Adjunct of their proposed lab session assignment during the designated Completion Camps. The originating Adjunct has three (3) business days following receipt of such written notice to inform their Department Chair by email of their acceptance of the lab. If the originating Adjunct does not provide such email within this timeframe, that originating Adjunct will be deemed to have refused the lab during the designated Completion Camps and the College is free to assign the lab in accordance with Paragraph 3 above. It shall be the College responsibility to notify students of scheduled sessions.
 - a. Minimum enrollment for a Completion Camp lab to run is one (1) student. Maximum enrollment is limited to 5 more than the total number of students enrolled in the Spring 2020 course section, a limit dictated by equipment availability or clinical site, or a limit dictated by social distancing requirements, whichever is smaller. Enrollments in a lab session may include students from another section of the same course.
 - b. Upon completion by an Adjunct of their assigned lab session(s) during the designated Completion Camps, they shall receive a stipend payment of \$50 per scheduled hour for the lab sessions taught/supervised. The per hour rate is for time spent in the actual lab session during the designated Completion Camps, and no other or additional compensation will be paid, except as otherwise expressly provided herein. Said stipend payment shall be paid with the next possible scheduled payroll date following completion of their respective lab sessions(s) during the Completion Camps. While Adjuncts are not required to hold office hours during the assigned Completion Camps, they are expected to be available to students as needed.
5. The College shall provide any Adjunct and student engaging in instruction/supervision during the designated Completion Camps with personal protective equipment (PPE) that is necessary and appropriate to maintain a safe delivery of instruction/supervision in accordance with the College's Return to Campus Plan. This will include, at a minimum, the ability to practice good hand hygiene (such as hand washing and sanitizing products that can be used for hands), an appropriate face covering, and gloves (if applicable for the activity). Nothing herein prevents an Adjunct or student from choosing to wear a personal face covering instead of the face covering offered by the College. Exceptions to wearing face coverings or other PPE shall only be for a documented medical reason, subject to review by the College. The completion activity will not be held if appropriate PPE is not available for faculty and students.

In addition, in courses for which specialized equipment is reasonably necessary to allow labs to be completed in compliance with social distancing practices, such equipment may be provided by the College and will not be arbitrarily denied.
6. The College shall provide PPE training for Adjuncts and students participating in the Completion Camps. The College determines the scope and delivery of such training. Each Adjunct assigned a lab during the Completion Camps will be required to complete the designated online training (presently offered through Safe Colleges access) prior to their first scheduled lab session. The Adjunct assigned a lab will receive a one-time payment of \$35 for completing the required

training, which shall be payable no later than the second payroll occurring during the designated Completion Camps.

7. Failure by students to abide by College/class PPE and social distancing practices (when feasible) will be treated as classroom misconduct and the College will take action it deems appropriate in accordance with the Student Handbook. Adjuncts should report concerns to the Dean or Associate Dean.
8. This MOU will not bind the parties with respect to either party's treatment of any future situations nor shall it have any value as precedent for any future matter, claim or grievance. The parties agree not to submit or cite this MOU in any grievance, lawsuit, claim, court proceeding, arbitration, or other forum as evidence of past practice or for any purpose whatsoever, except to enforce its terms.
9. The parties agree that this MOU does not amend, modify or supersede any provision of the 2019-2023 Agreement between the College and the Faculty Union.
10. The terms of this MOU are contingent upon execution by the parties and the College's ability to run Completion Camps as tentatively scheduled from July 6 to August 6, 2020, as determined by the College.

On Behalf of:
COLLEGE OF LAKE COUNTY
ADJUNCT FACULTY ORGANIZATION,
LAKE COUNTY FEDERATION OF TEACHERS,
LOCAL 504, IFT-AFT/AFL-CIO

By:


Karen Florian, President

Date:

June 17, 2020

On Behalf of:
COLLEGE OF LAKE COUNTY

By:


Dr. Lori Suddick, President

Date:

06-17-2020