

**Memorandum of Understanding
BY AND BETWEEN
NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
AND
UNITED FACULTY CCA-CTA-NEA
Pilot Program - Academic Year 2023-2024
March 16, 2023**

This Memorandum of Understanding ("MOU") is entered into between the North Orange County Community College District ("District") and the United Faculty CCA-CTA-NEA ("UF"). The District and United Faculty have a mutual interest to build a flexible, future ready organization to serve more students and to serve students better in all modalities of instruction and support.

The District and United Faculty agree as follows:

1. The District and United Faculty recognize that scheduling and delivery modalities must be flexible in order to respond to student demand and to support student enrollment, success, persistence, and completion.
2. Instructional faculty (credit and noncredit) are required to be on campus for a minimum of two days a week. Instructional Faculty who are scheduled to teach 80% or more in Distance Education (DE) Modalities, as recorded on their Staff Assignment Sheet (SAS), are required to be on campus a minimum of one day each week per semester as indicated on their SAS.
3. Librarian faculty are required to be on campus a minimum of two days per week and sixteen (16) hours per week. The workweek for librarians shall be assigned an average of 35 hours and 5 hours for professional activities for a total of forty (40) hours per week.
4. Counseling faculty can schedule up to sixty percent (60%) of their required annual workload remotely. Counselor's schedules will meet student demands and comply with the collective bargaining agreement Scheduling Article 4 and Counselor Workload Article 6. The total annual hours stated in Article 6 shall remain 1,245 hours annually.
5. Unit members assignment may include distance education/online courses if there is an approved DE addendum attached to the course outline of record. This assignment can be made if a unit member has been certified by the campus to teach online. Unit members assigned distance education/online courses shall adhere to District and/or campus standards, format and procedures applicable to distance education/online courses (e.g., use of prescribed learning management system (ex: Canvas) and online synchronous software (ex: Zoom)).
6. Where a unit member is assigned distance education/online course and the distance education/online course is delivered at a location other than a District facility, unit members shall ensure a secure work environment wherein all student privacy and FERPA rights are strictly maintained.
7. If a unit member works remotely, the unit member must maintain and provide required adequate utilities such as Internet, phone, and other utilities at their own expense. Unit members may request equipment and supplies necessary to perform their job in advance from their Immediate Management Supervisor (IMS) through the customary and appropriate protocols.
8. Office hour modality must reflect the course modality. When office hours are conducted for a distance education/online course, unit members may conduct office hours via a distance modality such as an open Zoom, through the learning management system (ex: Canvas) and its integrations (ex: Pronto/Zoom) GoTo meeting, and/or Teams during the specified time of the office hours stated

on the course syllabus. Nothing in this MOU shall preclude unit members from offering remote office hours while working on campus.

9. Unit members may attend regularly scheduled department and division meetings remotely. Unit members will attend meetings on campus/onsite which must comply with Brown Act legal requirements of being conducted on campus/site.
10. Unit Members who have already submitted a Fall 2023 schedule to their IMS may revise their Fall 2023 schedule according to the terms of this MOU.

Duration and Terms

The Agreement shall remain in full force and effect from the date of this agreement through June 2024. This Agreement will expire on June 30, 2024, unless extended by the parties.

If during the life of the Agreement, there exist any applicable law, further regulation or order issued by government authority with jurisdiction, other than the District, which shall render invalid or restrain compliance with or enforcement of any provision contained within this Agreement, it shall not invalidate any unaffected remaining portion(s). The remaining portion(s) shall continue in full force and effect.


The parties agree that nothing herein limits the District's authority to exercise its emergency powers as established by law, the California Education Code, other state and federal law and regulations, the Collective Bargaining Agreement between the parties, board policies, and administrative regulations.

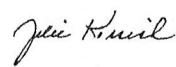
This MOU shall not be precedent setting nor form any basis for a past practice.

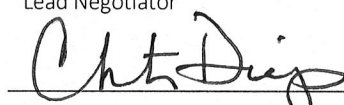
This MOU is effective through June 30, 2024.

UNITED FACULTY

DISTRICT

 **3/16/23**
Mohammad M. Abdel Haq,
Lead Negotiator

 **3/16/2023**
Julie Kossick
Associate Vice Chancellor, Human Resources

 **3/16/23**
Christie Diep
President, United Faculty