## MEMORANDUM OF UNDERSTANDING BETWEEN UNITED FACULTY CCA-CTA-NEA AND NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

## June 8, 2020

## **SUMMER 2020**

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") concerning the District's response to the coronavirus (COVID-19) pandemic. On March 5, 2020, Governor Newsom declared a California State of Emergency due to the COVID-19 outbreak and on March 11, 2020, the World Health Organization officially declared the COVID-19 outbreak a pandemic.

The District and UF recognize the importance of maintaining safe facilities and operations for the benefit of the students and communities served by the District and its faculty and staff. We recognize the importance of prudent measures to prevent District employees, students, their families, or other people using District facilities from being exposed to or infected with coronavirus. We agree that reasonable continuity of District operations shall be maintained, and reasonable accommodation shall be made for District employees who are impacted by the pandemic.

To these ends, the District and UF agree as follows:

- 1) During Summer 2020, the District may offer designated face-to-face classes to either complete a certificate program or complete the Spring 2020 semester student cohorts.
  - a. Designation of face-to-face lecture and lab classes that may be taught during Summer 2020 will be determined through collaboration with the department faculty, division IMS, and College President.
  - b. Unit members who teach designated face-to-face credit classes during Summer 2020 will be paid the overload hourly rate for the number of instructor hours worked and approved by the Immediate Management Supervisor in order to complete the designated Spring 2020 class. Unit members who teach courses being offered as part of a NOCE certificate program will be paid in accordance with the applicable provisions of the UF collective bargaining agreement.
- 2) The District will implement the following strategies for face-to-face delivery in order to prevent the spread of COVID-19:
  - a. Require all faculty, students and staff to wear face coverings per CDC guidelines;
  - b. Provide information for hand washing, PPE utilization, social distancing procedures, hygiene and sanitation procedures, incident reporting, and exposure response procedures for all employees;
  - c. Post CDC COVID-19 Safety Posters at the entrance of buildings in which classes are being held and restrooms located within those buildings;

- d. Provide personal protective gear for faculty and staff upon request (including face covering, single use disposable gloves and hand sanitizer) and face covering for students upon request;
- e. Provide hand soap and paper hand towels in all restrooms across each campus;
- f. Disinfect classrooms after each class session;
- g. Frequent sanitation of high-touch areas, such as shared tools, machines, handrails, doorknobs, restrooms, and desks;
- h. Provide hand-sanitizing stations at building entrances in which classes are being held;
- i. The District will maintain a frequent cleaning schedule;
- j. Screen all students using the following questions:
  - 1) Have you or anyone in your household had any of the following symptoms in the last 14 days: sore throat, cough, chills, body aches for unknown reasons, shortness of breath for unknown reasons, loss of smell, loss of taste?
  - 2) Do you have or have recently had a fever at or greater than 100 degrees Fahrenheit within the last 14 days?
  - 3) Have you had close contact with anyone with respiratory illness or a confirmed or probable case of COVID-19 in the last 14 days?
  - 4) Have you been diagnosed with COVID-19?
  - 5) Have you traveled in the past 14 days to any regions affected by COVID-19?; and
- k. Incorporate CDC recommended physical distancing protocols to the extent feasible.
- 3) This MOU shall not be precedent setting nor form any basis for a past practice.
- 4) This MOU is effective through August 13, 2020. Should the need for this MOU extend beyond said dates, the parties may mutually agree to extend this MOU in additional 30-day increments.

**UNITED FACULTY** 

Mohammaa Adel Hay, Lead Negotiator

Date: 6/9/2020

DISTRICT

Irma Ramos, Vice Chancellor, HR

Date: 6/8/2020