

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

March 31, 2022

Spring 2022

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).

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. Reasonable accommodation shall be made for District employees who are impacted by COVID-19.

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

- 1) The District will inform UF as soon as practicable should it learn of a confirmed coronavirus infection of District employees or students utilizing District facilities. It is understood that privacy rights under HIPAA and CMIA will be maintained.
- 2) Any unit member who has an approved FMLA leave or accommodation will not be required to work on site. HIPAA privacy rights shall be maintained.
- 3) During any District closure or curtailment of operations, the District may require some unit members to report to work onsite and perform their regular work assignment or perform additional assignments. Unit members who work remotely shall be available during their normally scheduled work hours.
- 4) Effective October 1, 2021 – December 31, 2021, Unit Members who are compliant with the COVID-19 vaccination mandate and have not utilized the 80 hours will be eligible to utilize their remaining balance of the State COVID-19 Supplemental Sick Leave (SSL) if the unit member satisfies the COVID-19 criteria, including time off for vaccinations, recovery for COVID related symptoms, and other COVID related time off as required by law. As this medical information is protected by HIPAA, all requests are reported to Human Resources through the electronic COVID-19 Supplemental Sick Leave (SB95) Request. Human Resources informs the employee of the status of the request.
- 5) Effective January 1, 2022, through September 30, 2022, the District will follow SB 114 to authorize COVID-19 supplemental sick leave.
- 6) Any unit member who needs to utilize their own current leave balances as permitted under the collective bargaining agreement shall do so in accordance with Article 13 - Leaves. Any unit member who is currently on a leave unrelated to COVID-19 will continue to use their accrued leave.

- 7) The parties agree that the District shall have the sole and exclusive right to determine whether a campus/site is closed, maintained as open, or reopened after closure. In the event any District facility is closed, or any District operations are curtailed due to the coronavirus, unit members will not suffer any loss of pay or benefits relative to their regular schedules for the period of closure or curtailment.
- 8) The parties agree that nothing herein limits the District's authority to exercise its emergency powers as established by law, the applicable collective bargaining contract, board policies, and administrative regulations.
- 9) The District may need to add additional workdays to this academic year or next year. Should additional workdays or other measures be sought by the District, the parties agree to meet and negotiate concerning the implementation.
- 10) The parties agree that unit members are required to attend division meetings during their regular scheduled work hours as required by the contract. These meetings can be attended remotely.
- 11) The parties agree to accommodate remote office hours through the Spring 2022 semester. The parties agree to suspend the following in the UF Collective Bargaining Agreement: Article 5 - Instructor Workload, Sections 5.1.2.1.2, 5.2.5.5.1, 5.2.5.5.2, and 5.2.5.6; and Article 6 - Counselor Workload, Section 6.3.1.1.
- 12) The parties agree to modify the teaching workweek and workload from on-campus hours to remote hours as determined by the class schedule including class activities and office hours, department and division meetings, and other campus/district-related professional activities. The parties agree to suspend the following in the UF Collective Bargaining Agreement: Article 5 - Instructor Workload, Sections 5.1.2.1, 5.1.3.1, and 5.2.5.
- 13) All information arising in conjunction with the evaluation process shall be held in strict confidence by the parties involved.
- 14) Tenured unit members evaluations that have not been completed for the 2019-20, 2020-21, and scheduled for 2021-22 will be waived. Evaluations for tenured unit members will resume in Fall 2022 per the regular evaluation cycle. Requests from tenured unit members to be evaluated in their online Canvas courses in Spring 2022 will be granted at the discretion of the Immediate Management Supervisor, in accordance with Article 18.5.1.1.
- 15) Probationary (Contract) Faculty will be evaluated in accordance with the provisions of Article 17 of the UF collective bargaining agreement.
- 16) The District will provide to United Faculty a list of all Spring 2022 credit/non-credit face-to-face classes by February 15, 2022. The list shall include the time and location of each session.
- 17) If a unit member requires equipment while working remotely, they shall coordinate with their Immediate Management Supervisor to check out campus office equipment for home use for the duration of remote work. Unit members may contact IT Help-Desk for virtual support.
- 18) The District will implement the following strategies for to face-to-face delivery in order to prevent the spread of COVID-19:
 - a. Require all faculty, students and staff to wear face coverings while indoors;

- b. Provide information for hand washing, PPE utilization, social distancing procedures, hygiene and cleaning procedures, incident reporting, and exposure response procedures for all employees per CDC guidelines;
- 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 equipment for faculty and staff upon request and face coverings for students upon request;
- e. Provide hand soap and paper hand towels in all restrooms across each campus;
- f. The campuses will develop a schedule for cleaning and disinfecting based on CDC guidelines. Unit members are not responsible for disinfecting classrooms;
- g. The District will maintain a frequent cleaning schedule including 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 campuses are responsible for the student and employee screening processes. Unit Members will not be responsible for enforcing vaccination status or compliance with vaccination mandates;
- j. If a Unit Member working on campus tests positive for COVID-19, upon the approval of the IMS, they will be given the option to work remotely until cleared to be on campus by Human Resources.

- 19) The District shall provide a five (5) business day notice if unit members are to resume on campus assignments before the end of the Spring 2022 semester to address family and childcare needs.
- 20) Any scheduling requirements will be in accordance with legal mandates for Spring 2022.
- 21) Exemption to the vaccine mandate will be resolved through the exemption request process, the Americans with Disabilities Act (ADA) process, the Family and Medical Leave Act (FMLA) process, as appropriate.
- 22) This MOU shall not be precedent setting nor form any basis for a past practice.
- 23) This MOU is effective through May 31, 2022. 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



Mohammad M. Abdel Haq, Lead Negotiator
Date: 04/04/2022

DISTRICT



Irma Ramos, Vice Chancellor, HR
Date: 04-04-2022