

**MEMORANDUM OF UNDERSTANDING
BETWEEN
UNITED FACULTY CCA-CTA-NEA
AND
NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
May 18, 2021**

SUMMER 2021 & FALL 2021

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. We agree that reasonable continuity of District operations shall be maintained, and 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) Designation of on-campus classes, on-campus counseling, on-campus educational programs, and on-campus librarian services that may be taught or delivered during Summer 2021 and Fall 2021 shall be considered in collaboration with the department faculty, division IMS, and President. Where student demand for on campus services/programs increases, the assignments will first be assigned on a voluntary basis. 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) In the event that a unit member is unable to make their full load or assignment in Fall 2021 due to COVID-19 restrictions, the unit member will be compensated for their full load/assignment. Additionally, unit members who cannot make load may use any load bank balance to fulfill their contractual work hours, per CBA Article 23.4, or perform alternative work equivalent to the number of hours of their assignment. An alternate work assignment, may include, but is not limited to, the following: one-on-one student mentoring; develop and implement curriculum for remote and/or online delivery; develop instructional materials and lessons; mentor colleagues or students for remote/online instruction and learning; assist with classes that have enrollment sufficient to continue; or

perform other alternate assignments, which will be determined in consultation with the unit member and approved by the immediate management supervisor. If a unit member chooses not to accept and perform the alternate work, the unit member will not be compensated for the portion of their full load or assignment that the unit member is unable to perform.

- 5) Effective March 29, 2021 – September 30, 2021, unless extended by law, unit members may be afforded the State COVID-19 Supplemental Sick Leave (up to 80 hours) and all statutory benefits available 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 HIPPA, 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.
- 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 his/her 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 until the District is at a 100% reopen level. 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 Fall 2021 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 Fall 2021 credit/non-credit face-to-face classes by June 15, 2021. The list shall include the time and location of each session. An updated list will be provided to UF by September 15, 2021.
 - 17) Unit members assigned for Summer 2021 shall receive \$250.00 and \$500.00 for Fall 2021 to cover the ongoing cost impact from online/remote instruction/assignments and required technology upgrades, per CA Educational Code 87032, to be paid for Summer by July 31, 2021 and for Fall by August 31, 2021.
 - 18) Campus provided emergency distance education training in response to COVID-19 shall be five (5) hours for unit members. Unit members attending the five (5) hours of training shall receive a stipend of \$250.00 to be paid upon verification of completion.
 - 19) 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.
 - 20) The District and campuses will incorporate CDC recommended physical distancing protocol to the extent feasible. When social distancing is not feasible and if the lab or class is split into two or more learning groups instructed at different times, while retaining the instructor of record, the instructor will be compensated for the number of instructional hours assigned to complete the Fall 2021 course. The total faculty load may not exceed 25 LHE for credit/35 hours for NOCE unless approved by the IMS as per the collective bargaining agreement. (ie. Nursing lab is split to a portion of the class at two different time slots resulting in additional instructional hours, or Lab is split to a portion of the assigned students and taught on different days and times, into 3 separate, instructional period sub sections = additional pay for the 2 additional instructional periods assigned. Not all labs have to be split to different times/days. If an instructor teaches the lab at the same time in separate rooms, that is NOT additional instructional hours.)
 - 21) 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 per CDC guidelines;
 - b. Provide information for hand washing, PPE utilization, social distancing procedures, hygiene and cleaning 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 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 will maintain CDC recommended student screening process;
- j. Each campus will provide for and require CDC recommended social distancing protocols in classrooms, counseling offices, and libraries.
- k. Encourage faculty, staff, and students to receive a COVID-19 vaccination.

22) The District shall provide a five (5) business day notice if unit members are to resume on campus assignments before the end of the Fall 2021 semester to address family and childcare needs.

23) Any scheduling requirements will be in accordance with legal mandates for Fall 2021.

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

25) This MOU is effective through December 31, 2021. 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

DISTRICT





Mohammad M. Abdel Haq, Lead Negotiator

Irma Ramos, Vice Chancellor, HR

Date: 5/19/2021

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