

April 5, 2020

Dear Full-time Faculty,

I'm very pleased to report that after weeks of deliberations, our Bargaining Team and the District reached an agreement on a temporary COVID-19 MOU expiring on 5/23/2020 (credit faculty) and 6/26/2020 (non credit faculty).

Our Bargaining Team was very proactive and sent a Demand to Bargain to the District as soon as our working conditions changed. As you might have noticed from the attachments that I sent to all faculty last week, the District's initial proposal was largely punitive. Our negotiating team worked tirelessly to shift the District's perception in order to view this temporary MOU from an equity standpoint. We pointed out the disproportionate impact of the COVID-19 crisis on parents, faculty with underlying health issues, faculty with family members that were furloughed, and the additional expenses that many of us have incurred due to transitioning online/remotely; therefore, it became urgent that we get our faculty financial relief as soon as possible.

Please review the attached temporary MOU carefully. A copy of the MOU is also available on the Association's website: www.ufnorthorange.com

This was the result of a lot of hard work over the past few weeks with CTA and our Bargaining Team. We are confident that we reached the best possible agreement, especially in comparison to surrounding districts.

Some items that I would like to highlight in this Temporary MOU:

- 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.
- Unit members that have COVID-19 health related issues will not be required to use sick or other leave balances from March 16 – April 2, 2020. Effective April 3, 2020 – December 31, 2020, unit member may first be afforded the Federal Emergency Paid Sick Leave Act (EPSLA) if they meet the COVID-19 criteria.
- Unit members who have migrated to online/remote instruction/workload for their assigned classes/assignments for the Spring 2020 semester/trimester will receive a stipend of \$1,500.00 to be paid by April 30, 2020 if this MOU is signed by April 13, 2020.
 - This amount is significantly higher than most (if not all) surrounding districts; I'm yet to find a local chapter that managed to bargain the compensation that we agreed upon.
- The parties agree to suspend any unfinished timeline processes in Article 18 – Evaluation of Tenured Unit Members. Unfinished timelines will be reestablished during the first full semester that the District is open for on-campus instruction. For unit member observations and student evaluations that have already been completed by March 13, 2020, for Tenured Faculty, the immediate management supervisor will finalize the Evaluation Response according to the previously agreed upon timeline. Article 18.5.4.4, 18.5.5.3 and 18.5.6 shall be conducted via electronic delivery and remote evaluation conference.

- The parties agree to suspend Article 17 - Evaluation of Probationary (Contract) Tenure Track Unit Members (Tenure Review) for the duration of the campus closure.

What's next?

A ratification vote will be sent out electronically by the Elections Committee. Voting opens at 8:00 AM on Monday, 4/6/2020, and will close by noon on Friday, 4/10/2020. We sent out an email last week to all faculty reminding them to keep checking their private emails this week since we anticipated finalizing last Friday.

We strongly urge you to vote in support of this temporary MOU; as it will provide faculty with the peace of mind, clarity regarding working conditions, and financial assistance that is needed during the COVID-19 crisis.

One of the key reasons behind this successful outcome was the pressure on both parties to put politics aside in order to accomplish an equity-oriented MOU. We are confident that our faculty will do the same and overwhelmingly ratify this temporary MOU.

The MOU voting ballot is coming from UNITED FACULTY OF NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT via simplyvoting.com. **It will be sent to whatever email address you received the election email with. Please check your spam, trash, etc. Please contact Jane Walker at jwalkeruf@gmail.com if you experience any problems.**

If you have any questions or concerns about the temporary COVID-19 MOU before casting your vote, please don't hesitate to email me and/or Christie directly.

In Solidarity,

Mohammad M. Abdel Haq, M.A.
Professor of Sociology
UF Lead Negotiator
Fullerton College, Fullerton

"Power concedes nothing without a demand. It never did and it never will" - Frederick Douglass

**MEMORANDUM OF UNDERSTANDING
BETWEEN
UNITED FACULTY CCA-CTA-NEA
AND
NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
April 3, 2020**

CORONAVIRUS (COVID-19) PANDEMIC

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) 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) During any District closure or curtailment of operations, the District may require some unit members determined to be essential to its continued operations to report to work onsite and perform their regular work assignment or perform additional assignments. Unit members that are transitioned to work remotely shall be available during their normally scheduled work hours.
- 3) Unit members that have COVID-19 health related issues will not be required to use sick or other leave balances from March 16 – April 2, 2020. Effective April 3, 2020 – December 31, 2020, unit member may first be afforded the Federal Emergency Paid Sick Leave Act (EPSLA) if they meet the COVID-19 criteria.
- 4) 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.
- 5) 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 pandemic, unit members will not suffer any loss of pay or benefits relative to their regular schedules for the period of closure or curtailment.
- 6) 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.
- 7) 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.
- 8) The parties agree that unit members are required to attend remote division meetings during their regular scheduled work hours for the duration of the campus closures.

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- 9) The parties agree to modify all on-campus office hours to remote office hours for the duration of the campus closure. 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.
 - 10) The parties agree to modify the teaching workweek and workload from on-campus hours to remote hours including class activities and office hours, department and division meetings, and other campus/district-related professional activities for the duration of the campus closure. 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.
 - 11) The parties agree to suspend Article 17 – Evaluation of Probationary (Contract) Tenure-Track Unit Members (Tenure Review) for the duration of the campus closure.
 - 12) The parties agree to suspend any unfinished timeline processes in Article 18 – Evaluation of Tenured Unit Members. Unfinished timelines will be reestablished during the first full semester that the District is open for on-campus instruction. For unit member observations and student evaluations that have already been completed by March 13, 2020, for Tenured Faculty, the immediate management supervisor will finalize the Evaluation Response according to the previously agreed upon timeline. Article 18.5.4.4, 18.5.5.3 and 18.5.6 shall be conducted via electronic delivery and remote evaluation conference.
 - 13) Unit members who have migrated to online/remote instruction/workload for their assigned classes/assignments for the spring 2020 semester/trimester will receive a stipend of \$1,500.00 to be paid by April 30, 2020 if this MOU is signed by April 13, 2020. If this MOU is signed after April 13, 2020 and before May 11, 2020, the stipend will be paid with the May payroll. This provision includes all credit and non-credit faculty.
 - 14) 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 2020 semester/trimester to address family and childcare needs.
 - 15) This MOU shall not be precedent setting nor form any basis for a past practice.
 - 16) This MOU is effective March 16, 2020 through May 23, 2020 (for credit faculty) or June 26, 2020 (for noncredit faculty). 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 Adel Haq, Lead Negotiator
Date: 4/3/2020

DISTRICT



Irma Ramos, Vice Chancellor, HR
Date: 4/3/2020