November 17, 2020

Dear Full-time Faculty,

I am very pleased to report that after weeks of deliberations, our bargaining team and the District reached an agreement on a temporary COVID-19 Spring 2021 MOU expiring on May 28, 2021. Our bargaining team worked very hard over the last few weeks, and we were guided by data from the COVID-19 Impact Survey and feedback from the Representative Council. Similar to previous COVID-19 temporary MOUs, our team managed to get the District to make significant moves in our direction.

Most of the language in this proposal was borrowed from the last couple temporary COVID-19 MOUs, which were successfully ratified by nearly 99% and 95% of our membership. However, I would like to highlight the following items:

\*We managed to get the district to commit to additional health and safety measures that include implementing temperature-taking processes. The processes will not be a faculty responsibility unless by mutual agreement. We stressed the importance of these measures in the context of the sharp increase of positive cases in California and the disproportionate spread and racialized impact of the COVID-19 virus on communities of color, especially under the ongoing national discourse and the diversity of our campus communities.

\*The district was adamant about NOT compensating faculty, and they argued that most surrounding districts are no longer providing additional COVID-19 related compensation. While they are correct, our team was steadfast in arguing that ALL faculty are still incurring additional expenses in the process of performing work for the District; therefore, must be compensated per CA Educational Code 87032. Fortunately, the district eventually conceded to that argument and offered $600.00 to cover the ongoing cost impact from online/remote instruction/assignments to be paid by January 31, 2021. This amount is higher than the majority of surrounding districts.

\*Our negotiations team and the District agreed to keep the $250 compensation for the five hours Campus provided emergency distance education training, upon verification of completion.

\*We also convinced the District to include additional protections for faculty that are teaching on campus in case a lab or class is split into two or more learning groups. 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 Spring 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.

**\*Other pending issues that are not addressed in this MOU will be addressed separately, including the working out-of-state concern, for which we already sent a demand to bargain.**

\*In comparison to surrounding districts, we are confident that this is a very successful MOU, especially since a lot of other districts are compensating faculty **only**for courses that have not been previously converted or not compensating them at all. We have spent countless hours to get to this point; all while guided by your feedback and data from the COVID-19 Impact survey that was conducted a few months ago. We hope that we will get your support and that you will encourage faculty in your divisions to support this strong temporary COVID-19 MOU.

What's next?

**An email concerning a ratification vote will be sent out electronically by the Elections Committee. Voting opens at 6:00 AM tomorrow, Wednesday, 11/18/2020, and will close by noon on Friday, 11/20/2020.**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. 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 Spring 2021 COVID-19 MOU before casting your vote, please do not hesitate to email me and/or Christie directly.

Now that we are done wrapping up the Temporary Spring 2021 COVID-19 MOU before the end of this week, we want to steer our faculty’s attention towards the upcoming fact-finding session (on 12/17 and 12/18) and the important salary and benefits negotiations.

Thank you all for your hard work.

In Solidarity,

Mohammad M. Abdel Haq