

**MEMORANDUM OF UNDERSTANDING
BETWEEN
ADJUNCT FACULTY UNITED
LOCAL 6106 AFT/AFL/CIO
AND
NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

October 28, 2020

SPRING 2021

This Memorandum of Understanding ("MOU") is entered into between the North Orange County Community College District ("District") and the Adjunct Faculty United (Adjunct Faculty) 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 Adjunct Faculty 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 Adjunct Faculty agree as follows:

- 1) The District will inform Adjunct Faculty 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 work outside of their regular work assignment pursuant to Government Code § 3100. If unit members are required to report to work pursuant to Government Code § 3100, the District will notify Adjunct Faculty as soon as practicable. Other unit members not required to report to work shall be available subject to direction by the District during their regular scheduled work hours. Unit members are required to respond to emails and telephone calls regularly and may be required to work remotely from home or another assigned location.
- 3) Effective April 3, 2020 – December 31, 2020, and if extended by law, unit member may be afforded the Federal Emergency Paid Sick Leave Act (EPSLA) and all statutory benefits available if the unit member satisfies 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 14- Leaves of Absence after exhaustion of EPSLA, as appropriate. 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 lose pay or benefits relative to their regular schedules for the period of closure or curtailment. Unit members who are not ill will not be required to use paid sick leave or any other form of paid time off during such an eventuality.

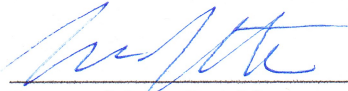
- 6) The parties agree that nothing herein limits the District's authority to exercise its emergency powers as established by law, the applicable collective bargaining contract, board policies, and administrative regulations.
- 7) Adjunct Faculty will support efforts to maintain funding in connection with the closure of any District facilities due to COVID-19 pandemic.
- 8) Spring 2021 assignments will utilize remote instructional techniques and modalities. Unit members are expected to comply with the training requirements to teach online or remotely as determined by Campus standards. The Immediate Management Supervisor (IMS) or designee will inform unit members of the mode of instructional delivery associated with any Spring 2021 class or lab assignment.
- 9) Unit members will be evaluated in accordance with the provisions of Article 9 of the Adjunct Faculty collective bargaining agreement. The parties agree that the evaluation activities may be conducted remotely. The focus of these evaluations will be on the performance standards as outlined in the evaluation instrument.
- 10) Campus provided emergency distance education training in response to the COVID-19 pandemic 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.
- 11) If a unit member requires equipment while working remotely, they shall coordinate with their IMS to check out campus office equipment for home use for the duration of remote work. This may include mouse, headset, laptop, keyboard, monitors, or other equipment approved by the IMS. Unit members who fully complete their Spring 2021 assignment(s) will receive \$250.00 for technology support. The stipend will be paid on the May 2021 payroll.
- 12) In the event that the COVID-19 state-of-emergency stay-at-home orders are relaxed for public institutions of higher education, the District will implement the following strategies for unit members to migrate their assignments back to face-to-face delivery in order to prevent the spread of COVID-19:
 - a. Require faculty, students and staff to wear face coverings per CDC guidelines;
 - b. Provide information for hand washing, PPE, and cough and sneeze etiquette for all employees;
 - c. Provide personal protective gear for faculty and staff upon request (such as, face covering, gloves and hand sanitizer);
 - e. Provide hand soap and paper hand towels in all restrooms across each campus;
 - g. Clean classrooms after each class session;
 - h. The District will make every effort to maintain an improved cleaning schedule; and
 - i. Incorporate CDC recommended physical distancing protocols.
- 13) The District shall provide at least five (5) business day notice if unit members are to resume on campus assignments before the end of the Spring 2021 semester to address family and childcare needs. Any exceptions to this must be approved by the Immediate Management Supervisor.
- 14) 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 any effects of the implementation.
- 15) The District shall make reasonable efforts including allowing the use of unit member sick leave to accommodate requests by unit members who are parents to deal with a childcare provider or school emergency or to care for sick family members caused by the COVID-19-related closure consistent with Labor Code § 230.8.

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

17) This MOU is effective through May 28, 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.

Date: October 30, 2020

Adjunct Faculty United



Lauren Mata, President

North Orange County Community College District



Irma Ramos, Vice Chancellor, Human Resources