



MOU Between the
MiraCosta Community College District &
MiraCosta Community College District – Faculty Assembly
20-04

This Memorandum of Understanding ("MOU") is entered into by and between the MiraCosta Community College District (hereinafter referred to as "District") and the MiraCosta College Faculty Assembly (hereinafter referred to as "Assembly") (hereinafter collectively referred to as the "Parties"), and is expressly made pursuant to the Educational Employment Relations Act and the current Collective Bargaining Agreement ("CBA"). The purpose of this Memorandum of Understanding is to address the effects of the COVID-19 pandemic on fulltime faculty wages, hours, and working conditions.

This MOU between the Parties is not intended to change the terms of the current CBA but is instead a one-time, non-precedent setting agreement that may not be used as the basis of a past practice by either party.

TERMS

Distance Education, Student Services, and Assignments

1. During the fall 2020 semester, the Parties agree to temporarily suspend the requirement in section C.13.3 *Online Instructional Assignments* of the CBA to require classroom faculty to teach at least one sixteen (16) week class section, or two consecutive eight (8) week class sections, per semester on-ground.
2. The Parties agree and understand:
 - a. Classroom faculty must adhere to the course outline of record;
 - b. Non-classroom assignments for faculty members may be conducted online/remotely that may not correspond to the same scheduling requirements as face-to-face responsibilities;
 - c. Faculty members shall conduct office hours online or via remote tools such as, but not limited to, telephone, Zoom, Canvas, and District email.
 - d. To the extent possible, faculty members shall conduct professional duties and responsibilities online or via remote tools such as, but not limited to, by telephone, Zoom, Canvas, and District email.
3. The regular business of the District, such as Academic Senate and governance committee meetings, will be planned, to the extent possible using District supported remote formats. Access to the meetings will be broadly disseminated via email to those who wish to attend remotely.
4. In the event that a faculty member's contractual assignment is reduced due to low enrollment during the fall 2020 semester, and the faculty member cannot be reassigned to another course or assignment, the District may establish an alternative work assignment for the faculty member. The alternative work assignment shall be determined by the appropriate dean in consultation with faculty member, and must be related to the work of a faculty member for the District.

5. Upon submission of an equipment request form, faculty members will be authorized to take their office computer, chairs, and other equipment necessary to work remotely during the fall 2020 semester. To the extent practicable, the District shall loan faculty members equipment necessary for remote work, such as computers, headsets, webcams, etc.
6. The District honors and upholds the principles of Academic Freedom set forth in Board Policy 4030. Faculty members maintain Academic Freedom in decision-making related to the content of courses they teach, including the determination of course content provided synchronously and asynchronously. Faculty members understand that they must adhere to the scheduled delivery method as identified in the schedule of classes (i.e., online, hybrid, or scheduled online).
7. The District will follow all state and local protocols to maintain a safe working environment for faculty members who must return to campus for in-person instruction, such as those with hands-on labs or clinical placements.

Training

8. The District shall provide distance education training opportunities and support to faculty during the summer and fall of 2020.
 - a. In order to facilitate the trainings, a workgroup consisting of the Director of Online Education, Teaching and Learning Center Coordinator, and PDP chair will be established by this agreement ("Workgroup").
 - b. The Workgroup shall be responsible for coordinating the summer online training sessions, and identifying appropriate full-time faculty trainers and faculty peer mentors for the summer and fall of 2020, as specified below.
 - c. 2020 Faculty Trainers: The Workgroup shall send out a call for faculty interested in serving as faculty trainers. Faculty selected by the Workgroup to provide training shall be compensated at their individual, non-contractual, non-teaching hourly rate. There is a combined, maximum total of 120 hours for faculty trainers, inclusive of preparation and training time. The Workgroup shall be responsible for allocating the 120 hours among the faculty trainers. All training sessions shall be recorded and posted for faculty to review.
 - d. Fall 2020 Peer Mentors: During the fall of 2020, the District shall also provide up to 216 hours in compensation for up to twelve (12) faculty peer mentors to support faculty transitioning to distance education. The selection of peer mentors must be from a wide range of disciplines. Consideration should be given to faculty with online expertise and experience working collegially with their peers. The Workgroup, in consultation with the Vice President of Instruction, shall select the peer mentors. Peer mentors shall not be required to perform their duties until the start of Flex week for fall 2020.
 - e. Faculty are encouraged to complete at least fifty (50%) of their fall Flex obligation on professional development activities related to providing effective distance education and/or equity-minded pedagogy.

Compensation

9. The District shall allocate an amount not to exceed \$150,000 to support a stipend towards: (1) the expense of materials, equipment, and internet service required during the Fall 2020 semester, and (2) faculty work necessary to transition courses from an on-ground to online format.
 - a. The District and the Assembly have mutually agreed upon eligibility criteria and compensation amounts to be received by individual faculty members.
 - b. Only full-time faculty of the District who participate in an upcoming Online Transition Survey, and who meet the requirements specified below, are eligible to receive compensation under the terms of this agreement.
 - c. The stipend for materials, equipment, and internet service during the Fall 2020 semester shall be \$200 per eligible faculty member. Faculty members on a leave of absence for the entire Fall 2020 semester shall not be eligible for this stipend.
 - d. The stipend for transitioning courses from an on-ground to online format will be based upon data collected from the Online Transition Survey conducted jointly by representatives of the District and the Assembly during a three-week period between August 17 and September 4, 2020.
 - i. Faculty members may be eligible for the stipend for courses of 3 LHE or more that they transitioned from an on-ground to online format for the Fall 2020 semester.
 - ii. The faculty member must not have previously taught the eligible courses in an online format since the Spring 2017 semester.
 - iii. Faculty members may be compensated on a prorated basis for each course previously taught in a hybrid format since the Spring 2017 semester.
 - iv. This section shall not apply to courses taught fully as overload assignments in Fall 2020 (i.e. partial overload to complete a contractual load is allowable).
 - e. Faculty members who meet the eligibility criteria above will receive a one-time stipend no later than December 31, 2020.
10. The Parties agree to review the amount reassigned time provided to department chairs in spring 2021.

Sick Leave

11. If a unit member is diagnosed with COVID-19, they must report their diagnosis to their dean. Any reported diagnosis will be kept confidential to the extent practicable by law.
12. Faculty members unavoidably absent from duty under an order of quarantine imposed by any authorized health officer shall be paid for the period of the absence without deduction from the faculty member's sick leave balance. A copy of the quarantine order showing its applicability to the faculty member must be provided to the HR Manager of Operations, Lori Shonley.

13. Faculty members who are unable to perform their work assignments due to reasons in the Families First Coronavirus Response Act (FFCRA) will be paid pursuant to the FFCRA.
14. Regular sick leave procedures apply to illnesses or injuries unrelated to the COVID-19 pandemic.
15. Faculty members with medical-related needs or concerns, including those in high-risk categories related to the COVID-19 pandemic, may be offered a reasonable accommodation in accordance with the Americans with Disabilities Act. The provision of any individual accommodation will be based on the specific medical needs and concerns of the faculty member and will not establish a precedence or expectation for reasonable accommodations for other faculty members.

Miscellaneous Provisions

16. All other terms and conditions of work shall be conducted in accordance with the current CBA.
17. Entire Agreement: This MOU constitutes the entire agreement and understanding between the Parties. There are no other oral understandings, terms, or conditions and neither party has relied upon any representation, express or implied, not contained in this MOU. All prior understandings, terms, or conditions are deemed merged into this MOU.
18. This MOU is non-precedential, will not bind the Parties in any future action, whether under similar circumstances or not, and cannot be introduced in any grievance, arbitration, complaint, administrative or legal proceeding as evidence of past practice or intent of the Parties or meaning or application of the CBA.
19. Modification: This MOU cannot be changed or supplemented orally and may be modified or superseded only by a written instrument executed by both Parties.
20. Unless subsequent modifications to this MOU are negotiated, this MOU will sunset on December 31, 2020. If the current State of Emergency continues past that date, the Parties will meet and negotiate a new MOU for subsequent terms/semesters.

This agreement will become effective upon approval from the Board of Trustees.

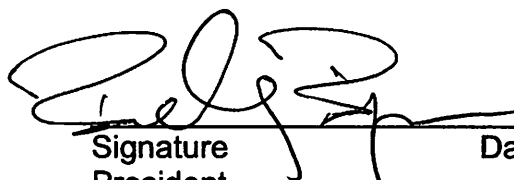
Sunita V. Cooke, Ph.D.

Brad Byrom, Ph.D.



7-16-20

Signature Date
 Superintendent/President
 MiraCosta Community College District



Signature Date
 President
 MCCCC Faculty Assembly