



MOU Between the
MiraCosta Community College District &
MiraCosta Community College District – Faculty Assembly
20-02

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

Remote Instruction, Student Services, and Assignments

1. The District has been working to transition all courses and student service assignments to a remote educational delivery format effective no later than March 30, 2020. The anticipated date of return to normal campus operations is no earlier than May 22, 2020, however, the Parties understand this date may change as COVID-19 continues to evolve.
2. Pursuant to the State Chancellor's Office guidelines on Distance Education Addendums, both Parties agree to waive the requirement for the Courses & Programs Committee to approve DE Addenda for each course. Additionally, the Parties agree to waive the training requirements for online faculty assignments. The conversion to remote educational modalities is made in order to continue to provide quality instruction given the COVID-19 pandemic. The Parties agree that faculty members who have not received full training on distance education modalities and do not normally work remotely will not be held to the same standards as those faculty who have received such training.
3. The Parties agree and understand:
 - a. Classroom faculty must adhere to the course outline of record;
 - b. Classroom assignments held remotely may not correspond to the same scheduling requirements as an in-person class and may be held synchronously or asynchronously;
 - c. Non-classroom assignments for faculty members may be conducted online/remotely and may not correspond to the same scheduling requirements as face-to-face responsibilities;
 - d. Faculty members may conduct office hours online or via remote tools such as, but not limited to, by phone, Zoom, Canvas, and District email.

- e. 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.
4. 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.

Compensation

5. Fulltime faculty shall be compensated for their regular contractual load and any assigned overload during the spring 2020 semester without deduction for any canceled courses or assignments as a result of the COVID-19 pandemic.
6. Due to the temporary suspension of normal campus operations, faculty members may be unable to complete their institutional service requirements of five (5) hours per week. The District and Assembly agree that any course design changes, training, or necessary modifications to instructional or student services methodologies during the spring 2020 semester may be considered as part of the faculty member's institutional service requirements.

Tenured Faculty Evaluations

7. In situations where regular evaluation components (which include observations and surveys) were completed on or before March 13, 2020, TFM and PRC meetings may be conducted via teleconference or an appropriate online format during the spring 2020 semester.
8. Evaluation components for TFMs scheduled to take place after March 13, 2020 shall be postponed until the 2020-2021 academic year, unless one of the exceptions described below applies.
9. **Exceptions:** Evaluations (including observations and surveys) may continue in the spring if each of the following circumstances apply:
 - a. A compelling reason exists to conduct an evaluation in the spring;
 - b. The class(es) or activity(ies) to be observed or surveyed in the spring were formally scheduled to be observed in an online format prior to effective date of this MOU; and
 - c. The PRC Chair, Dean assigned to the PRC, and the TFM agree to conducting the evaluation or portions of an evaluation in the spring.
 - d. If an exception is made, the date and time of the evaluation processes may be altered upon agreement between the TFM and PRC.

Tenure Candidate Evaluations (Probationary Faculty)

10. Evaluations for tenure candidates completed on or before March 13, 2020, including observation and student surveys, may be finalized via teleconference or an appropriate online format during the spring 2020 semester. This includes any scheduled Tenure Review and Tenure Evaluation meetings.

11. Evaluations for tenure candidates scheduled to take place after March 13, 2020, shall be postponed until the fall 2020 semester, unless one of the exceptions described below applies.

12. **Exceptions:** Evaluations may continue in the spring if each of the following circumstances apply:

- a. A compelling reason exists to conduct an evaluation in the spring;
- b. The class(es) or activity(ies) to be observed or surveyed in the spring were formally scheduled to be observed in an online format prior to effective date of this MOU; and
- c. The TRC Chair, Dean assigned to the TRC, and the tenure candidate agree to conducting the evaluation or portions of an evaluation in the spring.
- d. If an exception is made, the date and time of the evaluation processes may be altered upon agreement between the tenure candidate and TRC.

13. For tenure candidates on *Corrective Action Plans*, every effort should be made to complete planned activities for spring 2020 during the semester. If the planned activity requires feedback from students or observations, then those parts of the Corrective Action Plan will be postponed until fall 2020.

14. Tenure candidates shall continue to be evaluated based on the criteria outlined in Article H: Evaluation and Tenure of the Faculty Assembly CBA.

Sick Leave

15. If a faculty 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.

16. 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.

17. Regular sick leave procedures apply to illnesses or injuries unrelated to the COVID-19 pandemic.

Miscellaneous Provisions

18. All other terms and conditions of work shall be conducted in accordance with the current CBA.

19. **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.

20. 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.

21. Modification: This MOU cannot be changed or supplemented orally and may be modified or superseded only by a written instrument executed by both Parties.

22. Unless subsequent modifications to this MOU are negotiated, this MOU will sunset on May 22, 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.

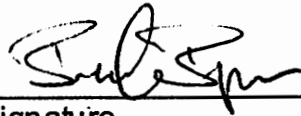
Sunita V. Cooke, Ph.D.

Brad Byrom, Ph.D.



04.16.2020

Signature
Superintendent/President
MiraCosta Community College District



04.16.2020

Signature
President
MCCCD Faculty Assembly