



MOU Between the
MiraCosta Community College District &
MiraCosta Community College District – Faculty Assembly
21-05

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

COVID-19 Vaccination

1. The Board of Trustees has mandated that all faculty members who work on site must be fully vaccinated against COVID-19, unless an exception is granted for a medical or religious reason. Faculty members who have a medical or religious reason must notify the District to provide documentation supporting their status.
2. Beginning July 12, 2021, the District will notify all faculty members bi-weekly of this requirement via email. Additionally, faculty members who are scheduled to work on site in Fall 2021 will also be notified via read receipt email and U.S. mail.
3. Faculty members must provide proof of vaccination. This information will not be kept in the regular personnel file.

Safety Protocols

4. The District will provide N-95 masks to faculty members upon request. Face coverings will be provided to faculty members and students upon request.
5. The District will make hand sanitizer and cleansing wipes available in all classrooms and offices.

6. To the extent practicable, the District will provide work spaces that have MERV-13 or higher ventilation systems. In areas where it is not practicable to have a MERV-13 or higher ventilation system, the District will provide Portable Air Cleaners (“HEPA Air Filters”) in the impacted area.

Contact Tracing

7. No information gathered from any contact tracing on site will be used in a negative employment action against any faculty member.

On-Site Assignment Compensation for Fall 2021

8. SB 95 COVID-19 Sick Leave will be extended through December 31, 2021.

Distance Education, Student Services, and Assignments

9. During the Fall 2021 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.
10. 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;
11. 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.
12. In the event that a faculty member’s contractual assignment is reduced due to low enrollment during the Fall 2021 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.
13. The District shall loan faculty members equipment necessary for remote work, such as computers, headsets, webcams, etc. Faculty members must submit an equipment request form to request any such equipment. To the extent that equipment is unavailable for loan to faculty, due to budget constraints or equipment shortages, the District shall provide faculty members with a safe place to work on campus.

14. 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).
15. The District will follow all state and local protocols to maintain a safe working environment for faculty members who return to campus for in-person instruction.

Training

16. The District shall provide distance education support to faculty during the fall 2021 semester.
 - a. 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 identifying appropriate faculty peer mentors for fall 2021, as specified below.
 - c. Fall 2021 Peer Mentors: During the fall 2021 semester, the District shall provide up to 216 hours in compensation for up to twelve (12) faculty peer mentors to support faculty with distance education courses. 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 2021 semester.

Compensation

17. The District shall provide a \$250 stipend for the expense of materials, equipment, and internet service required to support and maintain the transition to remote learning modalities during the Fall 2021 semester. Faculty members on a leave of absence for the entire Fall 2021 semester shall not be eligible for this stipend. Faculty members shall receive the stipend no later than December 31, 2021.
18. In the event that a full-time faculty member has documented expenses that exceed the \$250 stipend, the faculty member may submit a request to Human Resources for reimbursement for the additional expenses. The district may require information from the faculty member to determine eligibility for reimbursement. Eligibility requires providing proof that eligible expenses exceeded the fall stipend of \$250. Faculty may be

required to provide information on the specific type of expense, use of equipment or materials for business purposes, etc. Expenses incurred prior to the pandemic or expenses that are shared for personal use that were not incrementally increased as a result of the pandemic are ineligible expenses.

Miscellaneous Provisions

- 19. All other terms and conditions of work shall be conducted in accordance with the current CBA.
- 20. 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.
- 21. 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.
- 22. Modification: This MOU cannot be changed or supplemented orally and may be modified or superseded only by a written instrument executed by both Parties.
- 23. Unless subsequent modifications to this MOU are negotiated, this MOU will sunset on December 31, 2021.

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

Sunita V. Cooke, PhD



8/16/2021

Signature Date
Superintendent/President
MiraCosta Community College District

Brad Byrom, PhD

 8/12/21

Signature Date
President
MCCCD Faculty Assembly