



MOU Between the
MiraCosta Community College District &
MiraCosta Community College Academic Associate Faculty
20-02
MCCAFAF 6-26-2020

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 Academic Associate Faculty (hereinafter referred to as "MCCAFAF") (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 unit members' 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. The Parties agree that unit 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 unit members who have received such training.
2. The Parties agree and understand:
 - a. Classroom faculty must adhere to the course outline of record;
 - b. Non-classroom assignments for unit members may be conducted online or remotely in accordance with departmental standards;
 - c. Unit members may conduct and be paid for office hours using remote tools such as, but not limited to, Zoom, Canvas, telephone, 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. The District shall loan unit members equipment necessary for remote work, such as computers, headsets, webcams, etc. Unit members must submit an equipment request form to request any such equipment. To the extent that equipment is unavailable for

loan to unit members, due to budget constraints or equipment shortages, the District shall provide unit members with a safe place to work on campus.

5. Unit 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).
6. ~~A Full-time faculty, including but not limited to department chairs and lead instructors or anyone else, or district administrators shall not request that unit members share the online courses that they have developed. Courses developed by unit members are their personal intellectual property. A unit member may decline any request to share or copy their course shells for use by another faculty member without fear of disciplinary or other adverse consequences.~~

Protection of Intellectual Property

~~Online course shells and content, as well as any other course content created by unit members, is the intellectual property of the content creator. Anyone who wants to use such intellectual property must formally request to do so, using a designated form that is submitted directly to the Secretary of the MCCAAC. No request shall be made directly or indirectly to the content creator. After review and consultation with the content creator, the Secretary of the MCCAAC shall notify the requestor of the decision to share or not share and the terms, if any, under which the content is shared.~~

~~Failure to adhere to this provision shall result in a denial of any request to share intellectual property. Any decision not to share intellectual property shall not adversely affect a unit member's continued employment with the District.~~

~~The District shall regularly inform all faculty, staff, and administrators of this provision so as to diminish the possibility of coercion, exploitation, or retaliation.~~

~~A unit member may decline any request to share or copy their course shells for use by another faculty member without fear of disciplinary or other adverse action. The District protects unit members from adverse actions in their employment because they declined to share their course shells. Adverse actions include, but are not limited to, actions adversely impacting working conditions or otherwise denying any employment benefit to an employee and actions creating a hostile or intimidating work environment. Any unit member who believes they have suffered an adverse action as described in this paragraph shall report such conduct to Human Resources for investigation.~~

Participation in Department or College Activities

No unit member shall be asked to participate in department or college activities for which they are not compensated, nor shall they be asked to share their intellectual property or course content, except under the following conditions:

Anyone who wants to use the intellectual property or course content of a unit member must formally request to do so, using a designated form that is submitted directly to the secretary of the bargaining unit. No request shall be made directly or indirectly to the unit member. After review and consultation with the unit member, the secretary of the bargaining unit shall notify the requestor of the decision to share or not share and the terms, if any, under which the intellectual property or course content is shared. Failure to adhere to this provision shall result in a denial of any request to share intellectual property or course content. Any decision not to share intellectual property or course content shall not adversely affect a unit member's continued employment with the District.

The District shall regularly inform all faculty, staff, and administrators of this provision so as to diminish the possibility of coercion, exploitation, or retaliation.

7. The District will follow all state and local protocols to maintain a safe working environment for unit 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 has been established by the District ("Workgroup").
 - b. The Workgroup shall be responsible for coordinating the summer online training sessions, selecting appropriate faculty trainers and faculty mentors.
 - c. 2020 Faculty Trainers: The Workgroup shall send out a call for faculty interested in serving as faculty trainers. Unit members selected by the Workgroup to provide training will be compensated for preparation and training time in accordance with section 17.3 of the CBA. Alternatively, unit members who provide training may elect to claim this time as part of their Flex obligations during the 2020-2021 academic year. There is a combined, maximum total of 120 hours for associate faculty trainers, inclusive of preparation and training time. The Workgroup shall be responsible for allocating the 120 hours among the associate 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. Peer mentors shall not be required to perform their duties until the start of Flex week for fall 2020. Unit members may apply to be a peer mentor.

~~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. During the fall 2020 semester, unit members shall be provided a stipend for materials, equipment, and internet service in the amount of \$200. For classroom unit members, the stipend is paid if they have a class at the census for that class. For non-classroom unit members, the stipend is paid if they are scheduled for an assignment during the semester. This stipend shall not apply to unit members who have taught fully online since the fall 2019 semester. The stipend shall be paid by December 31, 2020.

10. Class sizes will not exceed the limits established for full-time faculty. In the event a single class is split into multiple groups to meet at multiple times due to social distancing safety protocols, and the meeting time is not already accounted for in the assigned LHE for the class, the unit member will be compensated for each additional class meeting.

11. Health benefits: Article 13.4 will be modified through June 2021 to read, "Unit members shall be ineligible for continued participation in the Plan if their assignment with the District drops below 20% of a full-time load in two consecutive semesters." This applies to unit members who already are enrolled in Spring 2020 or will be eligible to enroll in Fall 2020.

12. If a unit member is assigned to teach a course, and the course is cancelled due to low enrollment or to complete the load of a fulltime faculty member during the fall 2020 semester, the unit member may be paid for up to the total number of Flex hours for the cancelled course. The unit member shall be required to sign, on a prescribed form, a statement that:

- a. They participated in a professional development activity prior to the notification of the cancelled assignment to satisfy their Flex obligation for the course;
- b. An acknowledgement that the unit member may not claim the same professional development activity toward their Flex obligation during the 2020-2021 academic year if they have / are offered another assignment with the District; and

- c. The form must be submitted to the appropriate dean via email on or before November 1, 2020.

13. Unit members will receive the same compensation as full-time faculty for the conversion of courses to online.

Sick Leave

13. 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.
14. Unit 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 unit member's sick leave balance. A copy of the quarantine order showing its applicability to the unit member must be provided to the HR Manager of Operations, Lori Shonley.
15. Unit 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. In the event the leave provided by FFCRA is less than full pay, accumulated sick leave may be used, at the discretion of the unit member, to maintain full pay while on leave.

The reasons listed in the FFCRA are:

- i. Subject to a federal, state, or local quarantine or isolation order related to COVID-19.
 - ii. Advised by a health care provider to self-quarantine related to COVID-19.
 - iii. Experiencing COVID-19 symptoms and seeking a medical diagnosis.
 - iv. Caring for an individual who is subject to a Federal, State, or local quarantine or isolation order related to COVID-19, or has been advised by a health care provider to self-quarantine related to COVID-19.
 - v. Caring for their child (under 18 years of age) whose school or place of care is closed (or child care provider is unavailable) for reasons related to COVID-19.
 - vi. Experiencing any other substantially similar condition specified by the Secretary of Health and Human Services, in consultation with the Secretaries of the Treasury and Labor.
16. Regular sick leave procedures apply to illnesses or injuries unrelated to the COVID-19 pandemic.
 17. ~~Unit members have the right to decline accepting a course for Fall 2020 which may have a component offered face to face without a negative impact on their reemployment preference for when regular campus operations commence if the unit member has documented reasons related to their own health or the health of those living in their households.~~ Unit members with legitimate 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 unit member and will not establish a precedence or expectation for reasonable accommodations for other unit members.

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, excluding a successor MOU regarding reemployment process and evaluation for Fall 2020 to be negotiated during summer 2020.

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 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, PhD

Krista Warren

Signature _____ Date _____
Superintendent/President
MiraCosta Community College District

Signature _____ Date _____
President
MCCAAF