



MOU Between the
MiraCosta Community College District &
MiraCosta Community College Academic Associate Faculty
21-03

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 "MCCAAF") (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

COVID-19 Vaccination

1. The Board of Trustees has mandated that all unit members who work on site must be fully vaccinated, unless an exception is granted for a medical or religious reason. Unit 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 unit members bi-weekly of this requirement via email and copy MCAAF President. Additionally, unit members who are scheduled to work on site in Fall 2021 will also be notified via read receipt email, U.S. mail, and a phone call to their last known contact. The District will provide the MCCAAF President or designee with a list of scheduled unit members and their contact status on a biweekly basis upon agreement of the MOU until the start of Fall 2021 semester.
3. In the event the District is unable to confirm contact with a scheduled unit member and that unit member is not vaccinated or they do not have a medical or religious exempt status, said unit member will be paid for the first week of their assignment, but their assignment will be given to another faculty member.
4. Unit members must provide proof of vaccination. This information will not be kept in the regular personnel file.

Safety Protocols

1. The District will provide N-95 masks to unit members upon request. Face coverings will be provided to unit members and students upon request.
2. The District will make hand sanitizer and cleansing wipes available in all classrooms and offices.
3. 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

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

On-Site Assignment Compensation for Fall 2021

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

Training

The District shall provide up to five (5) hours of paid training to unit members for the purpose of advancing online knowledge, skills, abilities, and pedagogy. All compensation will be paid in accordance with article 17.3 of the Associate Faculty CBA.

- a. The unit member shall be required to sign, on a prescribed form which will be sent via email to all unit members by September 15, 2021, a statement that:
 - (1) They participated in a training activity related to online or remote educational delivery methods;
 - (2) The unit member has not claimed the training activity as Flex during the Fall 2021 semester; and
 - (3) The unit member has not taken the training to satisfy the requirements of the District's Online Educational Certification Requirements.
- b. The form must be submitted to payroll@miracosta.edu on or before November 1, 2021.
- c. Unit members who meet the eligibility criteria above will receive payment for these hours no later than January 1, 2021.

Distance Education, Student Services, and Assignments

1. 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.
2. 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.

3. 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).
4. The District will follow all state and local protocols to maintain a safe working environment for unit members who return to campus for in-person instruction.

Compensation

5. The District shall provide a \$250 stipend for the expense of materials, equipment, and internet service required during the Fall 2021 semester.
 - a. A unit member shall be eligible to request the stipend, subject to the following criteria:
 - i. Classroom unit members are eligible for the stipend if they have an online or hybrid class at the census for that class.
 - ii. Non-classroom unit members are eligible for the stipend if they are scheduled for an online or hybrid assignment during the semester.
 - iii. This stipend shall not apply to unit members who have taught fully online since the fall 2019 semester.
 - iv. Eligible unit members must submit a reimbursement request via an electronic form that will be distributed to all unit members by the district on or before September 15, 2021.
 - v. All reimbursement requests must be submitted to payroll@miracosta.edu on or before November 1, 2021.
 - b. Unit members who meet the eligibility criteria above will receive this one-time stipend no later than December 31, 2021.
6. 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 2021 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:

MiraCosta Community College District

MCCAAF