

Memorandum of Understanding Regarding Return to In-Person Work for Fall 2021

**LACCD / American Federation of Teachers Los Angeles College Faculty Guild Local 1521
May 21, 2021**

This Memorandum of Understanding (MOU) between the Los Angeles Community College District (hereafter referred to as “the District”) and the Los Angeles College Faculty Guild Local 1521, AFT/AFL-CIO (hereafter referred to as “the AFT”) is entered into with the purpose of safely transitioning instructional and student services back onto campus in the safest way possible. The college presidents (hereafter referred to as “the administration”) shall be responsible for operationalizing this agreement between the parties.

All components of the 2020 – 2023 Collective Bargaining Agreement (CBA) between the District and the AFT remain in effect unless explicitly agreed to between the parties in this document. Nothing should be considered a precedent to be applied to the existing or future CBAs.

This document can be renegotiated upon mutual consent of both the District and the AFT during the duration of the LA County declared COVID emergency. This MOU shall be implemented as soon as possible with the mutual agreement between the District, administration, and the faculty.

The District shall comply with all county health orders regarding the state of emergency surrounding COVID-19 in terms of resuming normal operations.

I. RESUME “IN-PERSON” WORK PROCESS

The class schedules for Fall 2021 and Spring 2022 semesters for in-person and online classes will be driven by access, equity, and success of students.

For Fall 2021, all nine campuses will schedule according to the demands for classes at each college with the target of capturing maximum student enrollment balanced by the safety needs of students and faculty.

All campuses will have a goal of 50% of sections in-person. The District reserves its existing right to set reasonable parameters established by the appropriate vice president or designee. For Spring 2022 semester, the schedule will be reviewed and revised to remain in line with Los Angeles County health and safety standards.

For the Fall 2021 semester, the following restrictions will apply to on-line teaching: DL certified instructors may teach online asynchronous, synchronous, hybrid, and in-person classes. Non-certified instructors may teach in-person or remote synchronous if an in-person class is unavailable.

Once scheduled, classes may move from in-person to online if required to comply with County health orders and/or protocols. Otherwise, all scheduled in-person classes will remain in-person.

Each campus shall prepare offer letters and shall allow faculty an in-person or an online teaching assignment. Faculty have the right to refuse an in-person assignment during the duration of this MOU without it counting as a refusal (NR) in the calculation or loss of seniority.

Faculty shall be required to meet their faculty obligations through in-person or remote student services, in-person instruction, or online asynchronous, remote synchronous, or hybrid instruction. Faculty shall not be required to come to campus in Fall 2021 for re-engagement responsibilities when online platforms (i.e., Zoom or Cranium Café, Conex) are reasonable substitutes for in-person meetings.

Faculty who enter the campus must comply with LACCD EOC Safety Advisories at all times, including compliance with symptom checks as defined by LACCD safety advisories.

II. CLASS SIZE

Class size limits will be adjusted to ensure that County Institutions of Higher Education (IHE) physical distancing requirements will be met. All relevant CBA limitations shall be maintained. When calculating for the maximum allowable class size, posted fire marshal limits shall be the starting point in determining compliance to the county requirements.

For Fall 2021, the District shall hold each department harmless for not maintaining an average class size of 34 students at census.

The District will follow the cancellation policy as outlined in Article 12.G of the CBA.

Changes to County restrictions during the Fall 2021 enrollment period will be used to adjust the class size for the most current guidelines.

If permitted by County IHE physical distancing requirement, class size rules and standards will remain and comply with existing rules and standards in accordance with the current 2020-2023 LACCD-AFT collective bargaining agreement.

III. IN-PERSON FACULTY SERVICES

For the Fall 2021 semester, the minimum number of non-classroom faculty hours needed to ensure access, equity, and success shall be scheduled as in-person or remote hours. All campuses will have a goal of 50% of in-person services. The District reserves its existing right to set reasonable parameters established by the appropriate vice president or designee.

Students are expected to comply with the Student Code of Conduct. Faculty may dismiss a student for failure to comply with safety protocols which would be a violation of the Student Code of Conduct. Faculty may dismiss a class session or end a student consultation that presents a serious disruption to the learning or work environment of the faculty member. Safety issues shall be reported to the Administrator on Duty. If a student fails to adhere to the requirements faculty may initiate student disciplinary measures in accordance with the LACCD Student Code of Conduct, reporting all student conduct concerns to the campus Vice President of Student Services.

Faculty with work environment concerns should document and report any incidents to their department chair or dean and copy the Work Environment Committee (WEC) chair.

Classroom faculty office hours may be held remotely at the discretion of the faculty member. Faculty who choose to hold office hours remotely shall indicate on their syllabi and provide students access to remote office hours.

All consultations, shared governance, and any other meeting conducive to the remote modality shall primarily be conducted by Zoom or other online platforms. On campus faculty will be provided with the equipment necessary to participate in remote work meetings consistent with Article 9 of the CBA, such as, but not limited to, access to an office space, desktop camera, microphone, or other similar devices.

IV. SAFETY AND WORK ENVIRONMENT FOR IN-PERSON FACULTY SERVICES

The District agrees to pursue a legally allowable requirement for vaccinations for all District employees and students who access campus and District facilities beginning Fall 2021 semester. Appropriate legal vaccine waivers shall be available.

The District shall continue to inform and encourage students and all LACCD employees of the benefits of receiving a COVID-19 vaccination.

Each campus administration shall have the authority to implement protocols for cleaning, sanitation, COVID-19 testing, contact tracing, and appropriate ventilation. These protocols shall meet CDC guidelines.

Each college WEC shall review and provide recommendations to the campus administration. Consistent with the current collective bargaining agreement CBA Article 9, the WEC shall recommend policy and monitor all work environment matters including recommendations related to COVID-19. The WEC tracks its recommendations and reports results to the faculty and administration regarding these recommendations. The chairperson of the WEC shall serve as liaison and mediator between the college president or designee and faculty on work environment issues, problems, and conflicts related to COVID-19.

Classroom/building cleaning protocols shall be available for review at each college through the Office of Administrative Services and be physically posted at the college and available online.

The administration shall be responsible for providing all PPE to faculty, such as face coverings, face shield, hand sanitizer, and gloves.

The administration will secure additional hand sanitizing stations and install where needed and maintain existing stations throughout the college. Hand sanitizing stations in "high traffic" areas should be touch free when practicable.

Faculty office spaces shall be cleaned upon written consent from the faculty assigned to those workspaces. Cleaning will be based on a routine schedule following each daily use and other times when practicable.

The District commits to increased college hiring of provisional staff to assist with cleanliness during the pandemic period and to enhance ventilation and cleanliness standards district-wide.

Campus administration will continue to comply with current and any subsequent updates to LACCD EOC Safety Protocols and enhance where appropriate established signage in use at the colleges that directs students, faculty, and employees on best practices for physical distancing, facial coverings, and other steps to reduce exposure to and the spread of the COVID-19 coronavirus.

Each college WEC shall review and provide recommendations to the campus administration. Consistent with the current CBA Article 9, the WEC shall recommend policy and monitor all work environment matters, including recommendations related to COVID-19. The WEC tracks its recommendations and reports results to the faculty and administration regarding these recommendations. The chairperson of the WEC shall serve as liaison and mediator between the college president or designee and faculty on work environment issues, problems, and conflicts related to COVID-19.

Dual enrollment and other offsite classes will follow L.A. County guidelines to ensure effective safety protocols. The AFT may request, and administration shall provide protocols for review from campus administration for offsite classes to ensure safety protocols are in place. Classes being offered in- person at an offsite location where that site is not in compliance with LA County guidelines after remediation attempts shall transition to a remote modality.

V. REMOTE OPERATION

The District and colleges will maintain and fund at least 2.0 FTE for faculty members at each college and 1.0 FTE at the District Office for Distance Education support and coordination during the 2021-2022 academic year.

Online classes will only be taught by certified DL instructors. The following restrictions will apply to on-line teaching: DL certified instructors may teach online asynchronous, synchronous, hybrid, and in-person classes. Non-certified instructors may teach in-person, or remote synchronous, if an in-person class is unavailable.

The District agrees to fund a one-time stipend in the amount of \$1500 for professional growth for all faculty members who moved to online instruction or remote delivery of faculty student services due to the Los Angeles County Department of Public Health Orders and who have completed the Distance Education Certification or the equivalent for non-classroom faculty, by October 31, 2021.

The District will review individual cases of faculty members who are unable to perform in- person or online faculty services for the purpose of supporting the college with replacement faculty service upon mutual agreement between the District and AFT during for Fall 2021 semester.

The District agrees to fund a one-time stipend for all faculty in the amount of \$100 for each standard hour of instruction transitioned to a remote/online modality during the COVID emergency, up to 10 Standard hours or a maximum of \$1000. Only one stipend per course per instructor shall be paid. The stipend shall be paid no later than the last pay period of the semester or intersession of first offering. The payment deadline may be extended upon a demonstration of good cause by the District.

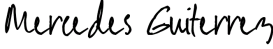
VI. ACCOUNTABILITY & TERMS OF SERVICE

The District will establish a district-wide health and safety committee that includes a campus-designated faculty WEC member to review, discuss, and resolve campus issues related to health, safety, and cleanliness.

The administration and Faculty Guild will affirm and support return to in-person campus operations when it is safe for our faculty and students to do so, acknowledging the Los Angeles County Department of Public Health orders and protocols as the minimum standard.

The District is committed to comply with all legal requirements promulgated by state and Los Angeles County Health Orders. Questions that may arise at the campus level and cannot be resolved at the campus level shall be reviewed through the AFT consultation process.

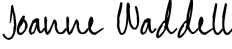
For the District:

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Dr. Mercedes Gutierrez, Ed.D.
Interim Vice Chancellor, Human Resources

5/26/2021 | 9:45:25 AM PDT

Date

For the AFT Guild:

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Joanne Waddell
AFT 1521 President

5/26/2021 | 1:32:34 PM PDT

Date

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Director of Human Resources
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Joanne Waddell
jwaddell@aft1521.org
Security Level: Email, Account Authentication (None)

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Joanne Waddell
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