

1  
2  
3  
4  
5  
6  
7

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT AND THE  
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT FACULTY ASSOCIATION,  
CTA/NEA**

8  
9  
10  
11  
12  
13

**March 20, 2020**

14  
15  
16  
17  
18

This Memorandum of Understanding is entered into between the South Orange County Community College District and the South Orange County Community College District Faculty Association, CTA/NEA (hereinafter referred to as the "Association"), and is expressly made pursuant to the Education Employment Relations Act and the Collective Bargaining Agreement between the parties.

19  
20  
21  
22  
23  
24

In response to an outbreak of the Novel Coronavirus ("COVID-19"), which is currently categorized by the World Health Organization as a globalized pandemic, and declared by the Governor of California to be a state emergency, and by the President of the United States to be a national emergency, the Parties hereby agree as follows:

- 25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49  
50
1. All full-time office hours and part-time faculty student consultations under Article XIV shall be conducted in the modality of their choice but not face-to-face.
  2. The District agrees to waive the faculty obligation to attend commencement until the expiration of this MOU.
  3. The District agrees to suspend all professional development obligations and college service hours except for mission critical participatory governance committees until the end of the spring term.
  4. The evaluation timelines required under Article XVII - Evaluation procedures shall be suspended for the Spring 2020 semester. Evaluations completed during Spring 2020 will be considered as if conducted during Fall 2020.
  5. The district agrees to compensate all faculty for the Spring 2020 semester according to the currently accepted assignment.
  6. Part-time and full-time faculty, including counselors, librarians, and learning disability specialists, shall conduct all Spring 2020 assignments in an online modality of their choice and will evaluate all enrolled students accordingly.
  7. Part-time faculty, including counselors, librarians, and learning disability specialists, will not have their Spring 2020 assignments reduced but may be assigned alternate work.
  8. The District, in consultation with the SOCCCD Faculty Association, shall immediately discuss modifications to the Summer 2020 schedule given the implications of the on-going pandemic.
  9. This agreement 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 collective bargaining agreement.

51  
52  
53

Except as provided herein, neither Party is waiving any rights or entitlement which it may otherwise possess. The Parties agree to continue a collegial dialogue regarding all aspects of the COVID-19 pandemic, and to communicate new information with one another as soon as

54 reasonably practicable. The Parties agree that this MOU is reached in a rapidly changing and  
55 fluid physical, social, and political climate, and that subsequent events may require additional  
56 discussions, or create additional impacts and effects, and agree to meet and negotiate over those  
57 matters in good faith.

58  
59 The Parties agree and understand that this MOU shall expire after the current public-health crisis  
60 has subsided, which shall be determined in relation to any Local, County, State, and Federal order  
61 involving quarantine, a declared statement of the end of an emergency, or similar  
62 pronouncements; or as declared by the SOCCCD Chancellor, Dr. Kathleen Burke.

63  
64 **South Orange County Community College**  
65 **College District**

**South Orange County Community**  
**District Faculty Association, CTA/NEA**

66  
67  
68  
69  
70 \_\_\_\_\_  
71 Dr. Cindy Vyskocil  
72 Chief Negotiator, SOCCCD

70 \_\_\_\_\_  
71 Claire Cesareo  
72 Chief Negotiator, SOCCCD FA

73  
74  
75 \_\_\_\_\_  
76 Date

73  
74  
75 \_\_\_\_\_  
76 Date