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

April 6, 2020

10 This Memorandum of Understanding is entered into between the South Orange County
11 Community College District and the South Orange County Community College District Faculty
12 Association, CTA/NEA (hereinafter referred to as the "Association"), and is expressly made
13 pursuant to the Education Employment Relations Act and the Collective Bargaining Agreement
14 between the parties.
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16 In response to an outbreak of the Novel Coronavirus ("COVID-19"), which is currently
17 categorized by the World Health Organization as a globalized pandemic, and declared by the
18 Governor of California to be a state emergency, and by the President of the United States to be
19 a national emergency, the Parties hereby agree as follows for the Summer 2020 intersession:
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- 22 1. Part-time and full-time faculty, including counselors, librarians, and learning disability
23 specialists, shall conduct all Summer 2020 course related assignments in Canvas and through
24 the emergency online modalities of their choice and will evaluate all enrolled students
25 accordingly.
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 - 27 2. The District will make every effort to maintain the approved summer assignments for part-time
28 faculty, including counselors, librarians, and learning disability specialists. The District, in
29 consultation with discipline experts and their deans, will evaluate and determine whether or
30 not to cancel or change specific sections. Should a general education section be considered
31 for cancellation the District will attempt to offer a comparable assignment where possible. The
32 comparable assignment may or may not be at the same LHE.
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 - 34 3. During this emergency situation, Article XV, section 15.2.e, of the Academic Employee Master
35 Agreement is suspended, and all low-enrolled sections allowed to continue will be
36 compensated fully and not offered as contracted classes.
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 - 38 4. The district agrees that faculty cannot be held responsible for completing contractual
39 obligations in the event of technological issues outside their control.
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 - 41 5. This agreement is non-precedential, will not bind the Parties in any future action, whether
42 under similar circumstances or not, and cannot be introduced in any grievance, arbitration,
43 complaint, administrative, or legal proceeding as evidence of past practice or intent of the
44 Parties or meaning or application of the collective bargaining agreement.
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46 Except as provided herein, neither Party is waiving any rights or entitlement which it may
47 otherwise possess. The Parties agree to continue a collegial dialogue regarding all aspects of the
48 COVID-19 pandemic, and to communicate new information with one another as soon as
49 reasonably practicable. The Parties agree that this MOU is reached in a rapidly changing and
50 fluid physical, social, and political climate, and that subsequent events may require additional
51 discussions, or create additional impacts and effects, and agree to meet and negotiate over those
52 matters in good faith.
53

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

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

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65 Dr. Cindy Vyskocil Claire Cesareo
66 Chief Negotiator, SOCCCD Chief Negotiator, SOCCCD FA

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70 Date Date

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