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3 **MOU BETWEEN THE**
4 **SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT AND THE**
5 **SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT FACULTY ASSOCIATION,**
6 **CTA/NEA**
7 **July 14, 2020**

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

13 In response to an outbreak of the Novel Coronavirus ("COVID-19"), which is currently
14 categorized by the World Health Organization as a globalized pandemic, and declared by the
15 Governor of California to be a state emergency, and by the President of the United States to be
16 a national emergency, the Parties hereby agree as follows for the 2020-2021 academic year, or
17 until the end of the District-declared emergency, whichever is first:

- 18
19 1. Part-time and full-time faculty, including counselors, librarians, and learning disability
20 specialists, may be permitted to work remotely. All assigned online courses must use
21 Canvas as the Learning Management System (LMS) in accordance with SOCCCD AR
22 6112. The specific pedagogies and methodologies used will be at the discretion of each
23 individual faculty member in alignment with the class schedule and in compliance with
24 the regulations and guidelines set forth in Title 5 (sections 55200 and 55204) and in AR
25 6112, including regular and effective contact between instructor and students and
26 among students.
- 27
28 2. In support of both classroom and non-classroom online instruction, faculty may be provided
29 access to campus facilities. Alternatively, equipment and supplies reasonably needed in
30 order to carry out their assignments may be provided to faculty members while working from
31 home. If needed, deans will work with their individual faculty members to facilitate the
32 procurement of these resources from the College and/or District.
- 33
34 3. In the best interest of students, and when permitted by parameters established by the
35 Orange County Health Care Agency and other State and Federal guidelines, faculty may
36 be required to teach on campus to conduct face-to-face labs and practicum classes (such
37 as visual and performing arts or activity classes) at some point during the term of this
38 agreement.

39
40 In the event that a faculty member who is assigned to campus (or a member of the faculty
41 member's household) has experienced COVID-19 symptoms, has tested positive for
42 COVID-19, or has been potentially exposed to someone with COVID-19 (either through
43 community-related exposure or international travel), the faculty member must follow CDC
44 guidelines to self-quarantine and/or seek advice from a health care provider. Employees
45 who are at increased risk for severe illness and must take extra precautions or who must
46 self-quarantine based upon advice from, or while seeking a diagnosis from, a health care
47 provider after exhibiting symptoms may be able to continue working remotely or may need
48 to take leave, depending on the assignment. Faculty members who must take leave will
49 not be charged accrued leave of any kind for the first 80 hours, in accordance with HR
50 6201 (Families First Coronavirus Response Act). Similarly, those employees who have
51 been advised to take extra precautions for reasonable cause, including being over age 65,
52 having a compromised immune system, or having another underlying medical condition,
53 or who live with or provide care for someone in these risk groups, or who are caring for a

54 child because the child's school or child-care provider is closed, will be granted the same
55 80 hours of leave, consistent with HR 6201, if they are unable to continue to work
56 remotely.
57

58 Faculty who must be absent from work for more than the 80 hours allotted above due to
59 symptoms or illness related to the COVID-19 or to the need to continue taking extra
60 precautions shall be provided with options for further absence from work, including the
61 ability to work remotely, as indicated on the "Temporary Modification of Assignment due to
62 Sick Leave Tracking Authorization" form (Attachment A).
63

64 If additional State or Federal authorization and appropriations for additional paid sick
65 leave are approved, such as HR 6201, unit members who utilize paid sick leave for the
66 purposes of quarantine, diagnosis, or preventative care shall be entitled to a leave credit
67 in those amounts and at those rates as authorized by law.
68

- 69 4. In order to ensure the safety of faculty members returning to campus for their
70 assignments, the District agrees to provide a reasonably safe working environment in
71 conformance with COVID-19 guidelines issued by the Centers for Disease Control and
72 Prevention (CDC), California Department of Public Health (CDPH), California Chancellor
73 of Community Colleges Office, the California Department of Industrial Relations Division of
74 Occupational Safety and Health (Cal/OSHA), as well as other health orders from state and
75 local public health officers. These guidelines may include, but are not limited to, items
76 such as maximum occupancy of classrooms; social distancing requirements for all
77 instructional spaces; limits on the number of classes/students allowed on campus and
78 within each building at any given time; limits on hallway and bathroom use; cleaning and
79 disinfecting requirements; and the provision of personal protective equipment (PPE) for
80 faculty and students. The parties have consulted and agreed to the impacts and effects of
81 the general guidelines (Attachment B) relating to bringing a small number of classes to
82 campus and the safe return of faculty during the COVID-19 pandemic. Both parties further
83 agree to meet regarding impacts and effects if any changes to the guidelines from the
84 above agencies or Attachment B materially alter faculty terms and working conditions. If
85 the parties cannot come to an agreement, the Association agrees to defer to the District as
86 long as it is in alignment with the guidelines established by the agencies listed above.
87
- 88 5. Minimum class sizes, as specified in Article XV, section 15.2.b(5)(b), may be relaxed based
89 on program needs.
90
- 91 6. During this emergency situation, Article XV, section 15.2.e. of the Academic Employee
92 Master Agreement is suspended, and all low-enrolled sections allowed to continue will be
93 compensated fully and not offered as contracted classes.
94
- 95 7. Faculty will be held responsible for completing contractual obligations. However, in the
96 event of technological issues outside their control, the faculty member shall seek guidance
97 from their dean within two business days. If needed to support faculty and upon the request
98 of an individual faculty member, access to the faculty's Canvas course shell may be granted
99 to assist with troubleshooting.
100
- 101 8. Evaluations not completed from Spring 2020 shall be completed in the Fall 2020. In the
102 event that a faculty member is not teaching in the fall, the evaluation shall be completed the
103 next term the faculty member teaches. Online evaluations will take place through a
104 demonstration of 50 minutes, as indicated in Article XVII.
105

- 106 9. Faculty who have currently established priority rehire eligibility (PRE) will not be removed
107 from the list, or have their average assignment levels reduced, based upon courses offered
108 and/or taught during Fall 2020 and Spring 2021. Faculty who established PRE in Spring
109 2020 will be added to the list, but the list will then remain frozen through the end of the
110 2018-2021 Master Agreement. Fall 2020 and Spring 2021 data will be excluded from future
111 determination of PRE until the colleges return to normal operations.
112
- 113 10. This agreement is non-precedential, will not bind the Parties in any future action, whether
114 under similar circumstances or not, and cannot be introduced in any grievance, arbitration,
115 complaint, administrative, or legal proceeding as evidence of past practice or intent of the
116 Parties or meaning or application of the collective bargaining agreement.
117

118 Except as provided herein, neither Party is waiving any rights or entitlement which it may
119 otherwise possess. The Parties agree to continue a collegial dialogue regarding all aspects of the
120 COVID-19 pandemic, and to communicate new information with one another as soon as
121 reasonably practicable. The Parties agree that this MOU is reached in a rapidly changing and
122 fluid physical, social, and political climate, and that subsequent events may require additional
123 discussions, or create additional impacts and effects, and agree to meet and negotiate over those
124 matters in good faith upon the request of either Party.
125

126 The Parties agree and understand that this MOU shall expire after the current public-health crisis
127 has subsided, which shall be determined in relation to any local, County, State, and Federal order
128 involving quarantine, a declared statement of the end of an emergency, or similar
129 pronouncements; or as declared by the SOCCCD Chancellor, Dr. Kathleen F. Burke.
130

131 **South Orange County Community College**
132 **College District**

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

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135 _____
136 Dr. Cindy Vyskocil
137 Chief Negotiator, SOCCCD
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136 Claire Cesareo
137 Chief Negotiator, SOCCCD FA
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140 July 14, 2020
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142 Date
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140 July 15, 2020
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ATTACHMENT A

Temporary Modification of Assignment Due to Sick Leave
LEAVE TRACKING AUTHORIZATION

During the possibility of a pandemic, the District is offering temporary accommodations for employees who are sick, who need to or are directed to go home to help prevent the disease from spreading, who need to avoid exposure for themselves or others with whom they reside or provide care, or who need to care for a child because the child's school or child-care provider is closed. This is a temporary accommodation that may be implemented by the District as needed.

Employee Name: _____

Department: _____

Leave begin date: _____

Leave return date: _____

Options Available (circle one)

- A) Use my current sick leave balance
- B) Extended leave (half-salary) pay
- C) Work from home (to be arranged with direct supervisor)

I, _____, hereby authorize the District to process my leave of absence as indicated above.

If Option A:

- In the event that my leave is exhausted during the pandemic, I hereby authorize the District to process my leave in accordance with option _____ (B/C) above.

If Option C:

- Employee has responsibility for maintaining the security and confidentiality of District files, data and other information that are in the off-site work place.
- District will not reimburse the unit member for the cost of off-site related expenses such as internet connection, phone service, water, electricity, and any expenses incurred by working from home.
- Employee may be asked to participate in meetings via online.
- The failure to adhere to these expectations may have an adverse effect on the continued ability to work from home
- The District may at any time may stop the home work arrangement.

199 I represent that I have read and understand this form fully and this request is executed
200 voluntarily and has not been made as a condition of my continued employment.

201
202 Date: _____
203

204
205 _____
206 Employee Name (printed) Employee signature
207

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209
210 Date: _____
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215 Supervisor's Name (printed) Supervisor's signature
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Attachment B Safety Principles for Instruction During COVID-19 Pandemic

256 Classroom/Building Safety Principles - for classes held on campus during the time that
257 the colleges are operating predominantly online

- 258 I. Face coverings will be required while on campus (inside and outside).
- 259 II. A District designated health screening will be required for all students, staff,
260 and faculty.
- 261 III. Building entrances, exits, and stairways will be assessed and clearly marked
262 related to ingress and egress.
- 263 IV. Elevator capacity will be assessed and restricted based upon the size of the
264 elevator; all restrictions will be clearly marked.
- 265 V. Restroom capacity will be assessed and restricted depending on the size of
266 the restroom; such restrictions will be clearly marked.
- 267 VI. Breakrooms in all buildings will be assessed and either closed or capacity
268 restricted depending on the size of the space. No seating will be allowed in
269 the breakrooms.
- 270 VII. Necessary PPE will be provided daily as reasonably needed depending on
271 the class/activity.
- 272 VIII. Hand sanitizer will be provided directly outside or immediately inside all
273 classrooms and instructional areas.
- 274 IX. Ventilation will be a consideration when selecting classroom or outdoor
275 spaces for instructional use. If practicable, based on the
276 discipline/equipment needs of the class, outdoor possibilities will be given first
277 priority in the assigning of instructional spaces followed by rooms that have
278 windows which can be opened. The colleges will ensure that ventilation
279 systems operate properly, including maintaining air intakes and inspecting
280 filters as required.
- 281 X. Classrooms and other instructional areas will be configured to allow for the
282 maintenance of a six-foot distance between individuals at all times when
283 students are engaged in learning activities.
- 284 XI. The number of students allowed into an enclosed instructional space will be
285 limited based upon the size of the building/room and the ability to maintain
286 social distancing.
- 287 XII. Assigned classrooms, instructional areas, and restrooms will be cleaned or
288 fogged with a disinfectant by staff at the end of each day, and assigned
289 classrooms and instructional areas will be disinfected in between scheduled
290 classes. A sign-off sheet will be maintained in each of these spaces indicating
291 date, time, and person completing this task (subject to CSEA approval).
- 292 XIII. Disinfecting supplies will be made available in classrooms and instructional
293 areas with scheduled classes or activities so that students, faculty, and staff

294 can disinfect the items they will be using such as computers, lab equipment,
295 and desks.
296 XIV. For close contact between faculty and students, where six-foot
297 distancing is not practicable, such as during counseling appointments or
298 library reference desk visits, a plexiglass barrier will be placed between the
299 faculty member and the student or the faculty member will be provided with
300 both a mask and a face shield. (This is included for future possibilities).
301