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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**

March 17, 2021

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.
15

16 In response to an outbreak of the Novel Coronavirus ("COVID-19"), which is currently categorized
17 by the World Health Organization as a globalized pandemic, and declared by the Governor of
18 California to be a state emergency, and by the President of the United States to be a national
19 emergency, the Parties hereby agree as follows for Summer 2021 and Fall 2021, or until the end
20 of the District-declared emergency, whichever is first:
21

- 22 1. Part-time and full-time faculty, including counselors, librarians, and learning disability
23 specialists, may be permitted to work remotely. All assigned online courses must use
24 Canvas as the Learning Management System (LMS) in accordance with SOCCCD AR
25 4105. The specific pedagogies and methodologies used will be at the discretion of each
26 individual faculty member in alignment with the class schedule and in compliance with the
27 regulations and guidelines set forth in Title 5 (sections 55200 and 55204) and in AR 4105,
28 including regular and effective contact between instructor and students and among
29 students.
30
- 31 2. In support of both classroom and non-classroom online instruction, faculty may be
32 provided access to campus facilities. Alternatively, equipment and supplies reasonably
33 needed in order to carry out their assignments may be provided to faculty members while
34 working from home. If needed, deans will work with their individual faculty members to
35 facilitate the procurement of these resources from the College and/or District.
36

37 In the best interest of students, and when permitted by parameters established by the
38 current guidelines as issued by the Orange County Health Care Agency and other state
39 and federal agencies, faculty may be required to return to campus at some point during
40 the term of this agreement. (See <https://covid19.ca.gov/industry-guidance/#higher-education>)
41
42

- 43 3. In the event that a faculty member who is assigned to campus (or a member of the faculty
44 member's household) has experienced COVID-19 symptoms, has tested positive for
45 COVID-19, or has been potentially exposed to someone with COVID-19 (either through
46 community-related exposure or international travel), the faculty member must follow CDC
47 guidelines to self-quarantine and/or seek advice from a health care provider. Employees
48 who are at increased risk for severe illness and must take extra precautions or who must
49 self-quarantine based upon advice from, or while seeking a diagnosis from, a health care
50 provider after exhibiting symptoms may be able to continue working remotely or may
51 need to take leave, depending on the assignment.
52
53

54 The parties acknowledge that the leave provisions of HR 6201 expired on December 31,
55 2020. However, the District will extend some provisions of HR 6201 (Families First
56 Coronavirus Response Act) until December 31, 2021, as modified herein. Faculty members
57 who are unable to work and must take leave due to contracting COVID-19 or are directed
58 to quarantine will continue to not be charged accrued leave of any kind for the first ten
59 consecutive days excluding weekends and holidays. Faculty members will be required to
60 sign an affidavit verifying entitlement to this additional leave. Faculty who utilized HR 6201
61 leave prior to December 31, 2020, are not eligible for this extended leave.

62
63 Faculty who must be absent from work for more than the ten consecutive days excluding
64 weekends and holidays allotted above due to symptoms or illness related to the COVID-
65 19, or who need to continue taking extra precautions, may be provided with options for
66 further absence from work including reasonable accommodations under the ADA/FEHA,
67 as indicated on the "Temporary Modification of Assignment due to Sick Leave Tracking
68 Authorization" form (Attachment A).

69
70 If additional State or Federal authorization and appropriations for additional paid sick leave
71 are approved, unit members who utilize paid sick leave for the purposes of quarantine,
72 diagnosis, or preventative care shall be entitled to a leave credit in those amounts and at
73 those rates as authorized by law.

- 74
75 4. The District will work with state and local health officials to provide access to the COVID-19
76 vaccine for faculty members, as well as to any boosters and subsequent vaccinations that
77 are released.
78
79 5. In order to ensure the safety of faculty members returning to campus for their assignments,
80 the District agrees to provide a reasonably safe working environment in conformance with
81 current COVID-19 guidelines issued by the Centers for Disease Control and Prevention
82 (CDC), California Department of Public Health (CDPH), California Community College
83 Chancellor's Office, the California Department of Industrial Relations Division of
84 Occupational Safety and Health (Cal OSHA), as well as other health orders from state and
85 local public health officers. The parties have consulted and agreed to the impacts and
86 effects of the general guidelines (Attachment B) relating to bringing classes to campus and
87 the safe return of faculty during the COVID-19 pandemic. Both parties further agree to meet
88 regarding impacts and effects if any changes to the guidelines from the above agencies or
89 Attachment B materially alter faculty terms and working conditions. If the parties cannot
90 come to an agreement, the Association agrees to defer to the District as long as it is in
91 alignment with the guidelines established by the agencies listed above.
92
93 6. Faculty members will not be required to teach a class section for multiple groups at different
94 times and/or in different modalities, with the exception of synchronous streaming.
95
96 7. In the event that the college/District determines that a practicum cannot come back face-to-
97 face due to health or safety reasons set forth by federal/state/local health officials, the
98 practicum will remain in a remote environment and be paid as 1:1 for the duration of this
99 agreement.
100
101 8. Minimum class sizes, as specified in Article XV, section 15.2.b(5)(b), may be relaxed based
102 on program needs.
103
104 9. During the term of this MOU, Article XV, section 15.2.e. of the Academic Employee Master
105 Agreement is suspended, and all low-enrolled sections allowed to continue will be
106 compensated fully and not offered as contracted classes.

- 107 10. Faculty will be held responsible for completing contractual obligations. However, in the
 108 event of technological issues outside their control, the faculty member shall seek guidance
 109 from their dean within two business days. If needed to support faculty and upon the request
 110 of an individual faculty member, access to the faculty's Canvas course shell may be granted
 111 to assist with troubleshooting.
 112
- 113 11. Faculty who have currently established priority rehire eligibility (PRE) will not be removed
 114 from the list, or have their average assignment levels reduced, based upon courses offered
 115 and/or taught during Fall 2020 and Spring 2021. Faculty who established PRE in Fall 2021
 116 and after will be added to the list. Data from Fall 2020 and Spring 2021 will be excluded
 117 from future determination of PRE.
 118
- 119 12. This agreement is non-precedential, will not bind the Parties in any future action, whether
 120 under similar circumstances or not, and cannot be introduced in any grievance, arbitration,
 121 complaint, administrative, or legal proceeding as evidence of past practice or intent of the
 122 Parties or meaning or application of the collective bargaining agreement.
 123

124 Except as provided herein, neither Party is waiving any rights or entitlement which it may
 125 otherwise possess. The Parties agree to continue a collegial dialogue regarding all aspects of the
 126 COVID-19 pandemic, and to communicate new information with one another as soon as
 127 reasonably practicable. The Parties agree that this MOU is reached in a rapidly changing and
 128 fluid physical, social, and political climate, and that subsequent events may require additional
 129 discussions, or create additional impacts and effects, and agree to meet and negotiate over those
 130 matters in good faith upon the request of either Party.
 131

132 The Parties agree and understand that this MOU shall expire after the current public-health crisis
 133 has subsided, which shall be determined in relation to any local, County, State, and Federal order
 134 involving quarantine, a declared statement of the end of an emergency, or similar
 135 pronouncements; or as declared by the SOCCCD Chancellor, Dr. Kathleen F. Burke.
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 139

140 **South Orange County Community College**
 141 **College District**

142 

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 144
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 146 Dr. Cindy Vyskocil
 147 Chief Negotiator, SOCCCD

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 149 3.17.21
 150
 151 Date

South Orange County Community
District Faculty Association, CTA/NEA

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 146 Claire Cesareo
 147 Chief Negotiator, SOCCCD FA

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 149 3/18/2021
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 151 Date

ATTACHMENT A
Temporary Modification of Assignment Due to Sick Leave
LEAVE TRACKING AUTHORIZATION

After exhaustion of the ten consecutive workdays provided by the District, employees who are sick or are directed to quarantine may select from the following options¹:

Employee Name: _____

Department: _____

Leave begin date: _____

Leave return date: _____

Options Available (circle one)

- A) Reasonable accommodations under ADA/FEHA as determined through the Human Resources interactive process.**
- B) Use my current sick leave balance.**
- C) Extended leave (half-salary) pay (Employee only).**
- D) Leave without pay.**

¹ **Any other considerations for reasonable accommodations or leave usage must be directed to Cindy Barron in Human Resources**

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

If Option A includes working remotely:

- 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 stop the home work arrangement.

If Option B (use of sick leave):

- In the event that my sick leave is exhausted during the pandemic, I hereby authorize the District to process my leave in accordance with:

_____ Option C - Extended leave (if available) or

_____ Option D - Leave Without Pay

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

211
212 Date: _____
213

214
215 _____

216 Employee Name (printed)

Employee signature

217
218

219
220 Date: _____
221

222
223 _____

224 Supervisor's Name (printed)

Supervisor's signature

225

Attachment B
Safety Principles for Instruction During COVID-19 Pandemic

Classroom/Building Safety Principles - for classes held on campus during the term of this MOU.

It is recognized that all principles and conditions below shall be in conformance with and are subject to change as conditions merit in accordance with current CDPH/Cal OSHA industry guidelines for institutions of higher education.

Safety principles may change based upon current conditions:

- I. Face coverings will be required while on campus (inside and outside). The District shall provide access to face coverings in all on-campus instructional spaces in accordance with state and local health guidelines.
- II. A District designated self-administered health screening will be required for all students and faculty.
- III. Building entrances, exits, and stairways will be assessed and clearly marked related to ingress and egress.
- IV. Elevator capacity will be assessed and restricted based upon the size of the elevator; all restrictions will be clearly marked.
- V. Restroom capacity will be assessed and restricted depending on the size of the restroom; such restrictions will be clearly marked.
- VI. Breakrooms in all buildings will have the capacity restricted depending on the size of the space; all restrictions will be clearly marked.
- VII. Necessary PPE will be provided daily as reasonably needed depending on the class/activity.
- VIII. Hand sanitizer will be provided directly outside or immediately inside all classrooms and instructional areas.
- IX. Ventilation will be a consideration when selecting classroom or alternative outdoor spaces for instructional use. If practicable, based on the discipline/equipment needs of the class, outdoor possibilities will be given first priority in the assigning of instructional spaces followed by rooms that have windows which can be opened. The colleges will ensure that ventilation systems operate properly, including maintaining air intakes and inspecting filters as required in accordance with current CDPH/Cal OSHA industry guidelines for institutions of higher education. The District will comply with then current ventilation requirements and guidelines for institutions of higher education from the CDC, CDPH or CalOSHA applicable to conditions in force and applicable spaces. The District commits to meeting MERV 13 filtration standards where practicable. Where not practicable, the District will identify and utilize mechanisms of air cleaning from CDC, CDPH or CalOHSAs guidelines to augment practicable filtration, including but not limited to central air cleaning (preferred) or portable units (for smaller spaces).
- X. Classrooms and other instructional areas will be configured in accordance with current CDPH/Cal OSHA industry guidelines for institutions of higher education.
- XI. The number of students allowed into an enclosed instructional space will be determined in accordance with current CDPH/Cal OSHA industry guidelines for institutions of higher education, and will be limited based upon the size of the building/room and the ability to maintain social distancing.
- XII. Assigned classrooms, instructional areas, and restrooms will be cleaned or fogged with a disinfectant by staff at the end of each day in accordance with current CDPH/Cal OSHA industry guidelines for institutions of higher education.
- XIII. Disinfecting supplies will be made available in classrooms and instructional areas with scheduled classes or activities so that students, faculty, and staff can disinfect the items they will be using such as desks.

278 XIV. For close contact between faculty and students, the District will comply with current
279 CDPH/CalOSHA industry guidelines for institutions of higher education. If six-foot distancing
280 is required but not practicable, such as during counseling appointments or library reference
281 desk visits, the faculty member will be provided with both a mask and a face shield.
282