

**Memorandum of Understanding (“MOU”)
Between
Coast Community College District and
The Coast Community College Association-California Teachers Association/National
Education Association (“CCA-CTA/NEA”)**

March 18, 2020

**COVID-19
Emergency Response**

The Coast Community College District (“District”) and the Coast Community College Association-California Teachers Association/National Education Association (“CCA”), herein collectively referred to as the “Parties,” hereby confirm that that they have negotiated, in good-faith, the impacts and effects of the District’s emergency response to the Novel Coronavirus (“COVID-19”) outbreak.

The Parties hereby agree that this MOU will remain in effect until the conclusion of the District’s State of Emergency, or until January 1, 2021, whichever occurs first. Once the District’s State of Emergency concludes, or on January 1, 2021, this MOU and its terms will expire in their entirety.

I. Emergency District Closure

On March 16, 2020, the District effected an emergency closure of its sites due to a suspected case of COVID-19 at Orange Coast College. Accordingly, faculty throughout the District were directed to not report to work beginning March 17, 2020 through March 30, 2020. Faculty (full-time and part-time) will remain in a paid status during this emergency closure which may be extended should public health concerns necessitate an extension. The Parties recognize that future state and federal governmental directives may necessitate additional changes in working conditions; and additional emergency actions may need to be taken by the Chancellor in support of public and employee health, but the Parties agree to meet and negotiate in good faith, as soon as is practical, regarding any future impacts.

It is the District’s intent to re-open its Colleges on March 31, 2020, transitioning most, if not all, instruction and services to online and remote formats.

II. Instructional Delivery Plan

Prior to the District’s emergency closure, a District-wide instructional and student service suspension had been put into place from March 13, 2020 through March 30, 2020, with the exception of Coastline College’s 8-Week Online Military/Contract Education Program that will conclude as scheduled.

A remote instructional delivery plan, including compensation for training and course migration into Canvas, was developed.

The Parties have agreed to suspend all College-specific online teaching requirements and all College-specific required trainings as prerequisites for part-time faculty members to teach online/distance education courses during this emergency.

See CCA MOU# 20-3 for details.

III. Office Hours

Remote methods have been approved for office hours.

See CCA MOU# 20-3 for details.

IV. Leaves

The Parties hereby agree to temporarily expand the following leave benefits for faculty during the COVID-19 state of emergency:

Sick Leave

Part-time faculty members who are ill, due to COVID-19 or other medical condition, are eligible to utilize sick leave benefits, as appropriate. Part-time faculty members who become ill due to COVID-19, and who do not have enough accrued sick leave to remain in a full-pay status, will be permitted to “deficit spend” against sick leave that will be earned in the 2020-2021 fiscal year. This does not include access to Extended Sick leave benefits beyond those already available this fiscal year. Part-time faculty members who exhaust all paid leaves due to a medical condition may also be eligible for an unpaid medical leave.

Part-time faculty who elect to “deficit spend” against sick leave from 2020-2021, and whom do not perform sufficient service in 2020-2021 to earn such sick leave, will be required to reconcile any such overpayment with the District.

Family Illness

Part-time faculty members caring for an immediate family member medically impacted by COVID-19 will be permitted to utilize up to 100% of their earned sick leave benefits to care for that family member. Part-time faculty members will also be permitted to “deficit spend” against sick leave that will be earned in the 2020-2021 fiscal year for this purpose.

Family Leave

Part-time faculty members who are impacted by child care needs due to a COVID-19 closure of a dependent child’s school will be permitted to utilize up to 100% of their earned sick leave benefits to provide necessary child care. Part-time faculty members will also be permitted to “deficit spend” against sick leave that will be earned in the 2020-2021 fiscal year for this purpose.

Quarantine Leave

Part-time faculty members called to “isolate at home” by California Governor Gavin

Newsom on March 15, 2020 because they are age 65 or older or because they have a chronic disease will be eligible for paid Quarantine Leave, in an amount equivalent to, and not exceeding, the remainder of the part-time faculty member's assigned load for the term, if a remote assignment cannot be identified by the District.

The Parties recognize that further public health restrictions may be placed on Part-time faculty by other governmental entities in the future; and that such requirements to "isolate at home" will also be eligible for paid Quarantine Leave should a remote assignment not be a viable form of reasonable accommodation.

Part-time faculty members, with an active assignment, ~~shall~~ also shall be eligible for Quarantine Leave during any period the faculty member is involuntarily quarantined by a duly constituted government authority due to exposure or possible exposure to the COVID-10 virus

V. Reasonable Accommodations

An abbreviated reasonable accommodations request process, to support remote work options and the use of leave, for part-time faculty members who have a disability that may be impacted by COVID-19, but who were not otherwise identified as "high risk" by state and federal agencies, will be made available.

VI. Workplace Safety Measures

Training in the proper disinfecting and cleaning of workspaces in response to COVID-19 will be provided to all custodial personnel. Custodial personnel also will be provided with appropriate personal protective equipment and devices as appropriate.

The Parties agree that should an active case of COVID-19 be confirmed within the District, that cleaning and disinfecting services will be performed by a third-party vendor.

Currently, supplies have been ordered and other measures have been taken to ensure the sanitary condition of facilities.

VII. Social Distancing Protocols

Social distancing protocols for on-site work have been established consistent with those identified by the Centers for Disease Control and other state and local governmental authorities. As of the date of this MOU, in-person meetings of 10 or more will be prohibited; and remote formats will be encouraged for all business interactions where feasible. Faculty are also encouraged to maintain a distance of at least six feet between themselves and others.

The Parties agree, upon request of CCA, that the District will meet within a reasonable time to negotiate any further impacts and effects resulting from any District actions that impact CCA or its unit members.

The Parties intend this MOU to settle all impacts and effects negotiations currently existing and related to the District's actions and decisions in implementing this emergency response. However,

any additional changes to workload, calendar, or access to campus or resources will be negotiated by the Parties. The Parties agree that subsequent events may require additional discussion or create additional impacts and effects, and agree to meet and negotiate over those matters in good faith.

Robin Devitt 3-22-20 Crystal D Crane 3.18.20
Robin Devitt, CCA Chief Negotiator/Date Crystal Crane, Chief Negotiator/Date

Curtis Williams 3-22-20 Dr. Marco Baeza 3/18/20
Curtis Williams, CCA President/Date Dr. Marco Baeza, Vice Chancellor, HR/Date

David A. Grant
David A. Grant, Board President/Date