

**Memorandum of Understanding (“MOU”)
Between
Coast Community College District and
Coast Federation of Educators, Local 1911**

March 18, 2020

**COVID-19
Emergency Response**

The Coast Community College District (“District”) and the Coast Federation of Educators, Local 1911 (“CFE”), 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 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 **local, state and federal** government 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 and** 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 **effects negotiations** 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 until 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/or required trainings to teach online/distance education courses during this emergency.

See CFE MOU# 20-12 for details.

III. Office Hours

Remote methods have been approved for office hours.

See CFE MOU# 20-12 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

Faculty members who are ill, due to COVID-19 or other medical condition, are eligible to utilize sick leave and apply for short term disability benefits, as appropriate. Faculty members who become ill due to COVID-19, and do not have enough accrued sick leave to receive pay during the eligibility period for short-term disability benefits, 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. Faculty members that exhaust all paid leaves due to a medical condition may also be eligible for an Extended Disability Leave, which is an unpaid leave for up to 12 months, per Section 17.3 of the collective bargaining agreement.

Family Illness

Faculty members caring for an immediate family member **who is** 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. Faculty members ~~will~~ also **will** be permitted to “deficit spend” against sick leave that will be earned in the 2020-2021 fiscal year for this purpose.

Family Leave

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.

Quarantine Leave

Faculty Members called to “isolate at home” by California Governor, Gavin Newsom on March 15, 2020 because they are age 65 or older and/or they have a chronic disease will be eligible for paid Quarantine Leave if a remote assignment cannot be identified by the District as an accommodation.

Faculty members ~~shall~~ also **shall** be eligible for **Quarantine Leave** during any period **that** 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/or the use of leave, for faculty members who have a disability that may be impacted by COVID-19, but who were not otherwise identified as "high risk" by **local**, state, and federal **governmental** 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 will also 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 **d**istancing protocols for on-site work have been established consistent with those identified by the Centers for Disease Control. **Specifically, 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 that, upon request of the Federation, the District will meet within a reasonable time, to negotiate any further impacts and effects resulting from any District actions that impact the Federation 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 and resources will be negotiated between 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.



Rob Schneiderman, CFE President/Date



Dr. Marco Baeza, CCCD Chief Negotiator/Date



David A. Grant, Board President/Date