

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SOUTHWESTERN COMMUNITY COLLEGE DISTRICT
AND
SOUTHWESTERN COLLEGE EDUCATION ASSOCIATION**

April 30, 2021

**COVID-19 Pandemic
Summer and Fall Semester 2021**

This Memorandum of Understanding (“MOU”) is entered into by and between the Southwestern Community College District (hereinafter referred to as "District") and the Southwestern College Education Association (hereinafter referred to as "SCEA") (hereinafter collectively referred to as the “Parties”), and is expressly made pursuant to the Educational Employment Relations Act and the current Collective Bargaining Agreement (“CBA”). The purpose of this Memorandum of Understanding is to address unit members working conditions and campus operations during the COVID-19 pandemic of summer and fall 2021.

This MOU between the Parties is not intended to change the terms of the current CBA but is instead a one-time, non-precedent setting agreement that may not be used as the basis of a past practice by either party.

TERMS

1. The Parties understand that due to state mandates and the protection of public health, most education will be provided remotely until such time that the state and county officials grant return to normal campus operations and face-to-face interaction in conjunction with a District approved reopening.
2. Given the State Chancellor’s Office guidelines on Distance Education Addendums, the Parties agree to follow the “Instructional Continuity Plan Response to Distance Education Addendum Approvals” MOU dated May 1, 2020, with the following amendment:
 - a. For Fall 2021, the DE Abridged Emergency Addendum for classes will be implemented if more than 60% of course offerings are being offered in a distance education modality (rather than the agreed upon “80%” emergency trigger). Beginning Intersession/Spring 2022, the original 80% trigger will be in effect unless otherwise negotiated by the Parties.
3. Sick leave for qualifying reasons will be managed in alignment with the new state of California sick leave per SB 95. The parties recognize that additional mandated COVID 19 leave(s) may be provided by State or Federal statutes. There is a statutory limit of \$511 per day. The District will backfill the salary of unit members to ensure unit members receive full salary.
4. Full-time faculty may take home technology owned by the District that has been previously provided, and must report the SC number of said equipment to their area Dean and Institutional Technology (IT). The employee shall submit a ServiceNow “IT Service Request” and add their Dean to the “Watch List”. Unit members may reference ServiceNow KB Article KB0010369 for details on how to submit the request. Unit members who currently have in their possession office computers and/or other related equipment may continue to use said equipment. Full-time Unit members who have not yet borrowed their campus office equipment for remote use may do so.

Reference: <https://swccd.service-now.com/sp?id=search&spa=1&t=kb&q=KB0010369>

5. Unit members who were employed in Fall 2020, but did not have an assignment in Spring 2021, and have an assignment in Fall 2021 will receive a \$2000 stipend subject to the requirements below:
 - a. For instructional faculty to receive the stipend, at least one class of their assignment must continue beyond census.
 - b. This amount is taxable. The stipend may cover remote work expenses including but not limited to a computer, monitor, wireless headset, keyboard, scanner, printer, internet access, home utility costs, or other related expenses necessary for working remotely.
 - c. If there are problems with functionality with any purchased equipment, the employee is expected to work directly with the vendor for resolution.
 - d. This stipend will be paid in the October 2021 paycheck. Acceptance of the stipend signifies the stipend will help to cover the employee's remote working expenses through the end of Fall 2021.
 - e. The employee will have an affirmative obligation to opt-out of receipt of this stipend. If no such notice is received by the District by September 24, 2021. The District will presume that the employee has agreed to accept the stipend if no opt-out notice is received.
 - f. Notice to opt-out shall be sent to: Kim Frost, Director of Payroll Services at kfrost@swccd.edu
6. Evaluations of unit members subject to evaluation under the CBA during Fall 2021 will be governed by a separate MOU entitled "Evaluations & Stuff."
7. During the COVID-19 pandemic and temporary modifications of normal campus operations, completion of all aspects of a unit member's job, such as student appointments, weekly instruction, office hours, and college service under the CBA may not be possible. Accordingly, the Parties agree and understand:
 - a. Individual unit members have sole discretion to determine how their instructional and/or non-instructional workload can be completed remotely, with the understanding that instructional unit members conduct classes and maintain regular and effective contact with students pursuant to the options below:

REMOTE OPTION #1: Unit members may teach the class synchronously but must not require any synchronous meetings outside of the times and days that are published in the fall 2021 Schedule of Classes (hereinafter known as the "Schedule") for the course section. All synchronous class times listed in the class schedule are used for meeting with the class. Students are clearly informed that homework, reading and outside class assignments are still required.

REMOTE OPTION #2: Unit members may teach the course section completely asynchronously and therefore not require meeting students on the times and days indicated in the Schedule (this includes "500" section courses).

REMOTE OPTION #3: Unit members may teach the course section synchronously and meet students for some of the time on the day(s) that the section is scheduled to be offered, and supplement this by having students complete related work in various other ways outside of these class meetings. No synchronous meetings outside of these times and days will be required.

FACE-TO-FACE OPTION: Classes held on campus or at other locations where teaching happens.
 - b. Non-classroom assignments (for both instructional and non-instructional faculty) may be conducted remotely and asynchronously;

- c. Unit members who conduct office hours may do so remotely. If office hours are held remotely, they must be outside of their regularly scheduled synchronous class meetings.
 - d. Unit members shall conduct professional duties and responsibilities online, via Zoom, Cranium Café, email, phone, or any other remote platform.
 - e. DEFT Certification is required for those instructors scheduled to teach “500” or “600” course sections only.
 - f. The District shall be responsible for communicating to all unit members and students through multiple venues (including Web Advisor) and on multiple occasions the plan for fall 2021 course offerings including the 3 options available for remote classes. The District will also be responsible to notify area Deans of any faculty obligations created by this MOU.
 - g. Unit members who are teaching classes during the fall 2021 semester shall notify all enrolled students in their classes at least 2 weeks prior to the starting date of their respective classes to inform the students how the class will be taught according to the options listed above. If a unit member has a synchronous component to the course the unit member should specify which days and times within the listed course schedule will be used for synchronous meetings.
8. The District will not discipline unit members for good faith errors or omissions related to Title 5, ADA, and all related accessibility compliance regulations while transitioning to online instruction.
- a. Unit members should be aware that they remain personally liable for such errors under state or federal laws. If a unit member is the subject of a complaint during this transition, the District will advise and defend the unit member and hold harmless and indemnify that unit member where such complaint is based on good faith errors or omissions.
 - b. Unit members will consult the Online Learning Center (OLC), and/or Disabled Student Services (DSS), as necessary, regarding student online accessibility issues related to their delivery of instruction.
 - c. Unit members will inform their respective dean upon notice of a concern regarding such disability accommodations.
9. All courses or services offered face to face by unit members in the summer and fall of 2021 must have a safe reopening plan in place and submitted to the appropriate Vice President.
- a. Plan must mirror the College’s Safe Reopening Plan and follow all guidelines.
 - b. In accordance with the nature of faculty work, face to face assignments are limited and voluntary. The process used are in Articles 15.2.7 and 15.2.8 of the Collective Bargaining Agreement.
 - c. If the District implements a COVID19 vaccination mandate for Unit members, the effects of such a COVID vaccination policy – whether mandatory or voluntary – are subject to bargaining between the District and the SCEA.
 - d. Vaccinated unit members may voluntarily schedule in-person student sessions at R.J. Donovan Correctional Facility (RJDCF) according to existing CDC, State, County, Local and SCCD current COVID-19 protocols.
 - i. Student sessions may be scheduled for the purposes including but not limited to course specific study-sessions and course office-hours.

- ii. Unit members will be limited to a maximum of 2 hours per week not to exceed 15 hours for the Fall 2021 semester only.
 - iii. These COVID-19 structured in-person student sessions will be paid at the unit member's current Lab Rate.
 - iv. All sessions are to be approved/scheduled in advance with the SCCD Restorative Justice Program Director and RJDCF personnel.
 - v. Unit members will also adhere to the correctional facilities' protocols prior to receiving approval to schedule in-person student sessions.
10. COVID-19 Reporting per California State Legislation AB 685: Effective January 1, 2021, if the District receives specified notice of a COVID-19 exposure, it must provide written notice to all employees at the affected worksite, as well as information regarding COVID-19 related benefits to which the employee may be entitled. The notice must be provided to all worksite employees and exclusive bargaining representatives of those employees within one business day.
11. Nothing in this agreement shall preclude additional monetary negotiations should new stimulus or regulatory support become available from the state or federal government.
12. The parties recognize that additional mandated COVID 19 leave(s) may be provided by State or Federal statutes.
13. All other terms and conditions of work shall be in accordance with the current collective bargaining agreement between the District and SCEA. Unless otherwise negotiated by the Parties immediately following return to normal campus operations, or the sunseting of this agreement, all terms, conditions, and agreements stated in this Agreement shall cease and return to that stated in the current collective bargaining agreement between the District and SCEA.
14. There are no other oral understandings, terms, or conditions and neither party has relied upon any representation, express or implied, not contained in this Agreement. All prior understandings, terms, or conditions are deemed merged into this Agreement.
15. This Agreement is non-precedential, will not bind the Parties in any future action, whether under similar circumstances or not, and cannot be introduced in any grievance, arbitration, complaint, administrative or legal proceeding as evidence of past practice or intent of the Parties or meaning or application of the collective bargaining agreement.
16. Modification: This Agreement cannot be changed or supplemented orally and may be modified or superseded only by a written instrument executed by both Parties.
17. This MOU expires December 31, 2021 unless extended by the parties.
18. Nothing in this agreement shall preclude additional monetary negotiations should new stimulus or regulatory support become available from the State or federal government.

For the District:



Rose DelGaudio,
Executive Assistant Superintendent/
Vice President, Human Resources

For SCEA:



Candice Taffolla-Schreiber
Lead, Faculty Bargaining






4-30-21 SCEA MOU COVID-19 Pandemic Summer and Fall Semester 2021

Final Audit Report

2021-04-30

Created:	2021-04-30
By:	Maggie Croft (mcraft@swccd.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAANItgynN43-J4ss9GJ4IkQURKW6PM1vcJ

"4-30-21 SCEA MOU COVID-19 Pandemic Summer and Fall Semester 2021" History

-  Document created by Maggie Croft (mcraft@swccd.edu)
2021-04-30 - 8:38:23 PM GMT- IP address: 209.129.112.6
-  Document emailed to Candice Taffolla-Schreiber (ctaffolla@swccd.edu) for signature
2021-04-30 - 8:39:01 PM GMT
-  Email viewed by Candice Taffolla-Schreiber (ctaffolla@swccd.edu)
2021-04-30 - 9:07:40 PM GMT- IP address: 107.77.227.115
-  Document e-signed by Candice Taffolla-Schreiber (ctaffolla@swccd.edu)
Signature Date: 2021-04-30 - 10:11:59 PM GMT - Time Source: server- IP address: 72.220.17.196
-  Agreement completed.
2021-04-30 - 10:11:59 PM GMT