

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

MAY 22, 2020

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 crisis.

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 officials grant return to normal campus operations and face-to-face interaction.
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.
3. 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 maintain regular and effective contact with students.
4. Sick leave will be managed in alignment with the Families First Coronavirus Response Act (FFCRA). In the event FFCRA does not provide full pay for a unit member on leave per FFCRA qualifying reasons, the District will use leave per Education Code 87765 to supplement the payment to maintain the unit members’ full salary/pay. Once FFCRA and 87765 leave has been exhausted, leaves will be taken per the SCEA Collective Bargaining Agreement.
5. Any unit members who do not have access to the technology tools to provide online education will be loaned said tools by the District at no charge to the unit member. 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.
6. During the COVID-19 crisis and temporary suspension of normal campus operations, evaluations of unit members currently subject to evaluation under the CBA shall be-conducted on-line.

- a. The District and the SCEA acknowledge that remote content delivery is not ideal for a number of course offerings. This acknowledgment will be considered in the summary evaluation for unit members under evaluation in Fall 2020.
 - b. Part-time unit members will not have their vesting process or current vested status negatively impacted due to receiving a plan of improvement in the Fall 2020 semester.
7. During the COVID-19 crisis and temporary suspension 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. Classes (excluding correspondence courses if approved) may be held in the following ways:
 - 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 2020 Schedule of Classes (hereinafter known as the "Schedule") for the course section.
 - 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).
 - 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.
 - OPTION #4: Unit members may teach the course section asynchronously, but are available for "office" hours and one-on-one conferences" that take place on the times and days indicated in the Schedule.
 - b. Non-classroom assignments (for both instructional and non-instructional faculty) may be conducted remotely and asynchronously;
 - c. Bargaining unit members who conduct office hours will do so remotely.
 - d. Bargaining unit members shall conduct professional duties and responsibilities online, via Zoom, Cranium Café, email, phone, or any other remote platform. Responsibilities that cannot be conducted remotely, shall be waived.
 - e. DEFT Certification is required for those instructors scheduled to teach "500" or "600" course sections only.

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 (OCL), 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. Classes that are scheduled to meet face-to-face shall follow all state, county, and city public health requirements and recommendations as well as social distancing norms. This may include offering face-to-face classes in larger classrooms to provide additional space between individuals. The District also agrees to provide sanitizing supplies and PPE to unit members who continue to teach and/or meet face-to-face during the COVID-19 crisis.
 - a. The parties agree to reconvene to negotiate wages, hours, and working conditions for unit members who will be instructing section(s) that meet face-to-face in the Fall 2020 term.
10. 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 as per item 17 below, 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.
11. Entire Agreement: This Agreement constitutes the entire agreement and understanding between the Parties and incorporates by reference the following MOUs:
 - *Personal Wellness Counselors Prep Time*
 - *Instructional Continuity Plan Emergency Response to Distance Education Addendum Approvals*
 - *Advancing Equity Teaching Academy*
 - *Article XV: Part-Time Faculty*
 - *Remote Faculty Evaluations Submissions*
 - *Tenure Review & Faculty Evaluation Manual*
 - *Remote Working Stipend*
12. 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.

13. 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.
14. Modification: This Agreement cannot be changed or supplemented orally and may be modified or superseded only by a written instrument executed by both Parties.
15. The District agrees that regardless of any easement of local, state and/or federal guidelines regarding social distancing, Southwestern College will not transition from remote education to face-to-face education during the Fall 2020 semester.
16. This MOU applies only to the Fall 2020 semester. If the State requires remote instruction beyond December 2020, the district and the SCEA agree to negotiate the effects.

For the College District:

Rose DelGaudio

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

For SCEA:

Candice Taffolla-Schreiber

Candice Taffolla-Schreiber
Lead, Faculty Bargaining

Signature: *Candice Taffolla-Schreiber*
Candice Taffolla-Schreiber (May 26, 2020 07:25 PDT)

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Fall 2020 COVID MOU Final 05_22_20 Clean

Final Audit Report

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