

Memorandum of Understanding
between
El Camino Community College District
and
El Camino College Federation of Teachers

March 20, 2020

This Memorandum of Understanding is entered into regarding prudent measures to address the continuity of District operations to serve students and concerning working conditions during the spread of COVID-19. To that end, El Camino Community College District has utilized the COVID-19 Task Force at the College to implement online instruction and related matters.

As a result of these events, it is agreed between the El Camino Community College District and the El Camino College Federation of Teachers, during the term of this MOU, as follows:

1. The Governor's Order. The District and the Federation support Governor Newsom's current Stay-at-Home Order issued on March 19, 2020 ("the Governor's Order"). Consistent with the Governor's Order, faculty services will be provided remotely online to students during the term of the Governor's Order.
2. Term. This MOU is effective March 20, 2020 and will be in place through June 30, 2020. This MOU may mutually be revised or extended in writing as necessary.
3. Notification. The District will inform the Federation as soon as practicable should it learn of a confirmed COVID-19 case pertaining to District faculty, students, or community members utilizing District facilities. Names of faculty, students, or community members shall only be released to the Los Angeles County Department of Public Health, or upon direction from the Los Angeles County Department of Public Health or other authorized agency.
4. Training and Cooperation. The District will continue to provide training regarding COVID-19 to its employees in public health measures, hygiene and sanitation to help prevent the spread of virus. Necessary supplies for preventive measures such as soap and water, disposable towels or tissues, and hand sanitizer have been made available at the District. The Federation and the District shall continue to cooperate with each other in any necessary public health actions.
5. Salary and Benefits. The District will continue to maintain salaries and benefits during the Governor's Order in accordance with the current Collective Bargaining Agreement with the Federation. Faculty hours of service have been modified to reflect equivalent hours performed during the period of this MOU. Faculty will not suffer any loss of pay or benefits relative to modification of their regular work schedules. In the event the District is ordered closed by the state, county, or Board of Trustees, the District will maintain salaries and benefits for the period of closure. Faculty will not be required to utilize sick leave or paid time off for the period of the District closure.

6. Leaves. Sick leave, extended sick leave, and/or catastrophic leave will be taken in accordance with the Collective Bargaining Agreement.
7. Remote Learning Platforms. Faculty will be required by the District to work remotely from home or another assigned location while the Governor's Order remains in effect. Requirements provided by the Collective Bargaining Agreement for eligibility to participate in remote learning platforms will be suspended.
 - Online pedagogy and methodology lies within the sound discretion of the faculty of record. Unit members may determine online platforms either synchronous or asynchronous. Faculty that migrate their classes to the online format during spring 2020 will still be required to successfully complete a modified training of Canvas 101 and the ECC Online Teaching Certification.
 - If the District through the Dean/Director determines that the coursework is not feasible for online instruction, appropriate alternative remote work assignments will be assigned.
8. Technology - Unit members who do not have access to the standard technology tools will notify their Dean/Director so that accommodations can be made for the delivery of online instruction and services.
9. Full-Time Tenure-Track Spring 2020 Faculty Hiring – these disciplines and others will be considered in the 2020/2021 academic year:
 - English
 - Nursing
 - Administration of Justice
 - Psychology
 - Sign Language
10. Spring Break Schedules. In the event that Spring Break schedules are changed by the District in response to this emergency and conflict with faculty members' pre-existing plans, faculty may adjust their plans accordingly. Remote service adjustments may include:
 - a. Use of remote learning tools to provide instruction,
 - b. Make up student contact hours at another time,
 - c. (Non-instructional faculty) Work during the newly announced Spring Break and take off the original dates scheduled for Spring Break,
 - d. (Non-instructional faculty) Work additional hours (or days) during (or after) the regular semester to make up any time lost as a result of the schedule change.
11. Postponement of Faculty Evaluations. Faculty evaluations will be postponed for spring 2020.

12. No Precedent. This agreement does not set precedent in future situations nor may it be used as the basis of a past practice by either party. Its terms are limited from March 20, 2020 to June 30, 2020.
13. Authority to Approve Agreement. It is agreed and understood that based upon the urgent need to adopt this MOU, no ratification shall be required by either the Governing Board or the Federation.

For the Federation:




Laura Saldarriaga, Chief Negotiator

3/20/20

Date

For the District:



Jane Miyashiro, Chief Negotiator

3/20/20

Date