

MEMORANDUM OF UNDERSTANDING BETWEEN SHASTA-TEHAMA-TRINITY JOINT COMMUNITY COLLEGE DISTRICT AND THE SHASTA COLLEGE FACULTY ASSOCIATION

2021-2022 Academic Year COVID-19 Pandemic Emergency Operations September 9, 2021

This Memorandum of Understanding (MOU) is entered into between the Shasta-Tehama-Trinity Joint Community College District (District) and the Shasta College Faculty Association/CTA/NEA (Association), collectively the “Parties,” concerning the Parties’ mutual understanding as to their arrangement during the coronavirus (COVID-19) pandemic.

The District and Association share an interest in continuity of instructional and non-instructional services to students and the community during the COVID-19 pandemic. The Parties recognize public health and the safety of students and faculty are the highest priorities during the pandemic. The Parties agree maintaining instruction and services to students is a vital public service impacting the health and wellness of the community. Given the continuing and evolving nature of the pandemic, the COVID-19 virus, and given the need to continually adapt our response, the purpose of this Memorandum of Understanding is as follows: to address the safety of bargaining unit members, staff, and students; to meet the institutional mission; and to recognize the necessity for some in-person instruction, activities, and student engagement while adhering to all local, state, and federal health mandates. The Parties mutually agree to the terms of this MOU in order to modify the current Academic Master Contract (“contract”), where appropriate, and to specify additional terms and conditions of employment for unit members during the 2021-2022 academic year.

1. Work Assignment Accommodations:

- a. Any unit member with legitimate medical-related needs or concerns, including those in high-risk categories as defined by public health authorities related to the COVID-19 pandemic, may request a workplace accommodation, using the District-provided form, which could include an entirely remote assignment. When the District unilaterally agrees to a work from home accommodation request, no interactive meeting is required. When additional information or discussion is needed, the District will conduct an interactive meeting or meetings with the bargaining unit member and their supervisor to review the medical recommendation as part of the existing reasonable accommodation process. The provision of any individual accommodation will be based on the specific medical needs as recommended by a medical provider. The bargaining unit member may request representation by the Association during the interactive meeting.
- b. Bargaining unit members required to work at a District facility who are quarantined by a Public Health authority or Campus Safety may request a temporary accommodation to work remotely. Human Resources will consult with Dean and Office of Instruction or the Associate Vice President of Student Services regarding the request.

- c. Bargaining unit members who must remain home and/or temporarily work remotely
- in order to care for dependents who are quarantined by a Public Health authority,
 - or who are notified of a quarantine by the facility (i.e. preschool, daycare, school) where the dependents are enrolled,
 - or whose dependents experience a facility shut-down due to COVID-19 related reasons,

will need to provide notice to Human Resources, along with documentation from the facility or Public Health in order to receive a temporary accommodation for remote work. Human Resources will consult with Dean and Office of Instruction or the Associate Vice President of Student Services regarding the request.

- d. Unit members who are caregivers or who reside in the same household as individuals who are deemed as “high risk” may request an alternative work arrangement or assignment which does not require face-to-face interaction for the fall 2021 semester. The District may provide accommodation, such as working from a District facility where no face-to-face interactions will occur or working from a remote location. Approval of such an assignment would require the employee to complete and submit the District-provided form to the Human Resources Office. Human Resources will consult with Dean and Office of Instruction or the Associate Vice President of Student Services regarding the request.
- e. After receiving their initial schedule assignment as described in Article 4.4 of the Academic Master Contract, unit members who are caregivers or who reside in the same household as individuals who are deemed as “high risk” may request an alternative work arrangement or assignment which does not require face-to-face interaction for the Spring 2022 semester. The District may provide accommodation, such as working from a District facility where no face-to-face interactions will occur or working from a remote location. Approval of such an assignment would require the employee to complete and submit the District-provided form to the Human Resources Office. Human Resources will consult with Dean and Office of Instruction or the Associate Vice President of Student Services regarding the request. Bargaining unit members will be informed by Human Resources of the final date for submission of the request, with the exception of emergent situations.
- f. If an accommodation is approved, Human Resources will notify the supervising administrator, and the work schedule for the bargaining unit member will be modified according to the accommodation.

2. Health and Safety

- a. Any bargaining unit member providing face-to-face instruction or other services shall be provided Cal OSHA-approved facial coverings (masks/face shields) and PPE by the District. Required PPE may differ for each bargaining unit member and will be determined in consultation with local, state, and federal health authorities, division deans, affected bargaining unit members, and the Association.

- b. The District will sanitize and disinfect common use surfaces in classrooms, offices, and workspaces used by bargaining unit members, according to health guidelines.
- c. The District will provide hand sanitizer, and upon bargaining unit member's request, disinfectant, and surface cleaning materials in classrooms, offices, and common workspaces for use by bargaining unit members during the workday. District facilities with sinks, soap, water, and paper towels will be cleaned and maintained.
- d. Upon request by any bargaining unit member, the District will provide training on health and safety protocols and practices in response to the COVID-19 pandemic, which could include a fitting and proper use of PPE.
- e. The District is responsible for all necessary monitoring and recordkeeping of COVID-19 testing and tracking for students and employees, as reported to the District by CDPH or local Public Health authorities. Bargaining unit members will inform their Dean or Campus Safety if a student volunteers information that they have tested positive for COVID. Bargaining unit members who are absent due to COVID-related issues will notify their supervising administrator and utilize appropriate leave (See Leave, Section 3 below).
- f. Bargaining unit members agree to submit their vaccination survey and be in compliance with the protocols established by Campus Safety, which includes weekly testing if they "decline to state" or answer "no" to vaccination status. Members may request an interactive meeting if they are seeking an exemption from the testing requirement.

3. Leaves

- a. Bargaining unit members required to work at a District facility who contract COVID-19 and cannot work due to illness shall be granted up to 60 days of Industrial Accident and Illness Leave as stated in Article 6 of the Academic Master Contract, Section 6.2.1.7, along with all other leave entitlements under any applicable law, regulation, or government order. The District may require the bargaining unit member to submit a workers' compensation claim; however, the granting of Industrial Accident and Illness Leave under this provision shall not be subject to a determination of workers' compensation coverage.
- b. Bargaining unit members who cannot work and are not subject to 3(a) above, may use the balance of any 2021 COVID-19 Supplemental Paid Sick Leave (currently expiring September 30, 2021) through June 30, 2022.
- c. Bargaining unit members who cannot work and not subject to 3(a) and have exhausted leave from 3(b) may utilize paid, unpaid, and other accrued leaves in

accordance with the Academic Master Contract and all applicable federal and state laws and regulations related to the COVID-19 pandemic.

- d. No sick leave is required to be used when bargaining unit members are approved to work from home as referenced in 1(b) and 1(c).
- e. Bargaining unit members who exhaust all leave entitlements and accrued leaves under parts (a) and (b) above may request leave donations through the procedures stated in Article 6 of the Academic Master Contract, Section 6.2.3 in the Shasta College Faculty Association (“contract”).
- f. Bargaining unit members who exhaust all leave entitlements, including extended illness leave under sections 44984 and 45792 of the California Education Code, and accrued leaves may request leave without pay from the Board of Trustees per Article 6.2.4.2 of the Academic Master Contract. The District shall present a request for leave without pay to the Board of Trustees on behalf of a bargaining unit member, upon request.

4. Part-Time Bargaining Unit Member Provisions

- a. Instructional unit members shall conduct office hours via remote technology in accordance with Article 2 of the Academic Master Contract, section 2.2.5 for all courses offered through distance education methods.
- b. The District shall increase available funding for office hours for part-time instructional bargaining unit members stated in Article 7.0 of the Academic Master Contract, section 7.4.1 to no less than \$185,000 for the 2021-2022 academic year. The pay rate for part-time office hours shall be \$30 per hour. Total hours for teaching and student office hours shall not exceed ACA limits.
- c. Bargaining unit members shall not lose their seniority date or eligibility for reemployment under Article 16 of the Academic Master Contract due to a lack of available assignments, course cancellations, or other reductions in courses and services provided by the District due to the COVID-19 pandemic. Specifically, the Parties agree lack of work during the 2021-2022 academic year shall not be considered in the determination a part-time bargaining unit member has not been employed for 24 months under Section 16.5.4(d) of the of the Academic Master Contract.

5. Class Size and Workload

- a. For any classes or activities held face-to-face, the District will follow state and local public health guidelines.

- b. When class sizes are enlarged, the District will consult with the instructor of record before adding students to the class or publishing the new class size.

6. Work Cancellations

- a. In the event one or more regular course or work assignments must be cancelled after the applicable semester Census Date due to the COVID-19 pandemic, the District shall make reasonable attempts to minimize any loss of income for all unit members.
- b. If a regular assigned course or work assignment is cancelled after the applicable semester Census Date for a full-time instructional unit member due to the pandemic, the unit member shall maintain their full rate of pay, year of service credit, and assigned load (for instructional unit members). If the unit member is assigned one or more overload courses, the necessary overload percentage shall be converted to regular load to maintain 100% regular load. No load deficit shall be applied for the 2021-2022 academic year when a full-time instructional unit member has a regular assigned course cancelled due to the pandemic and does not have overload assignments which may be converted to regular load.
- c. In lieu of a load deficit, when a full-time unit member's regular assigned course or work assignment is cancelled after the applicable semester Census Date due to the COVID-19 pandemic, the unit member and supervising administrator shall mutually agree on a professional development plan addressing best practices in online education pedagogy applicable to the unit member's discipline, development of knowledge and skill in using distance education and student service technologies, and/or addressing student equity and success in distance education and student service modalities. The professional development plan must be submitted for final approval to the Vice President of Instruction. The plan must list development activities to be performed and an estimated time of completion. The plan should provide for an equivalent amount of work hours (no more than the hours in the course outline) as would have been necessary to complete the regular assigned work, where possible.
- d. Overload course assignments for full-time unit members which must be cancelled due to the pandemic are not eligible for the alternative assignment stated above.
- e. In the event a course or regular work assignment for a part-time unit member (instructional or non-instructional) is cancelled after the applicable semester Census Date, the parties agree the District may assign alternative work assignments, including work assignments outside the unit member's normal duties, including professional development as outlined in 6(c) above, which shall be no more hours than in the course outline. The unit member shall suffer no loss of pay as a result of the cancellation and alternative work assignment. If a unit member declines the alternative work assignment, they agree to forfeit the pay they would have received for performing their regular assigned duties. If an alternative assignment is not offered by the District, the unit member shall suffer no loss of pay. Alternative assignments must be offered via District and personal emails, if available.

7. Office Equipment and Office/Campus Access

- a. Upon request, the District shall allow bargaining unit members to use their office equipment while working remotely, including a keyboard and mouse, hands-free telephone headsets, document holders, basic office items (e.g. staplers, pens, paper, highlighters, etc.).
- b. Larger items, such as office chairs, may only be used remotely when the bargaining unit member can provide transportation and safely lift, carry, and move the item.
- c. In the event that the campus is closed by the Superintendent/President, other office technologies, such as computers, monitors, Wi-Fi hotspots, printers, and scanners, must be requested in advance from the appropriate supervising administrator and in consultation with the IT Department, using the forms developed by the District. Requests will be considered on an individual basis in consideration of the feasibility of installation, use, maintenance, and safe return.

8. Compensation

- a. In the event any District facility is closed, or any District operations are suspended due to the COVID-19 pandemic, unit members will not suffer any loss of pay or benefits for the period of closure or suspension, but shall continue in paid status.
- b. Bargaining unit members required to be tested for COVID-19 as part of their work assignment shall use the District provided testing through Campus Safety or use their own private provider at their own expense. If Campus Safety provided testing is not available, the unit member will be reimbursed for the cost of the test or have the cost paid by the District. The District may require the bargaining unit member to submit an insurance claim prior to reimbursing or paying the cost of a test. The bargaining unit member must notify their supervising administrator of the testing requirement and receive approval prior to taking or paying for the test to be eligible for reimbursement.
- c. Extended Service Differential and Class Advancement: The Parties agree to amend the requirements regarding salary schedule step advancement through extended service differentials or Class Advancements for CTE instructors in Article 7, section 7.2.3.3 of the Academic Master Contract to allow bargaining unit members to request unit equivalents for hours needed to convert new fully online or hybrid format (where 50% or more of the class is hybrid) formats in lieu of receiving the stipend as stated in article 7.3.3 of the Academic Master Contract during the 2021-2022 academic year. The maximum unit equivalents granted shall be two (2). Bargaining unit members may apply their ESD credit earned in 2020-2021 by November 1, 2021, and ESD credit earned in 2021-2022 by November 1, 2022. The Vice President of Instruction shall establish the number of hours of work equivalent to one (1) unit. Hours granted FLEX credit may also be counted for unit equivalents.

9. Administrative Support

The District shall commit that all District employees will consistently and universally apply all COVID safety mandates and mitigation measures set forth by the college administration.

10. This agreement does not supersede, constrain, or otherwise alter the Academic Master Contract, except as agreed above.
11. The District and Association acknowledge the dynamic nature of the COVID-19 pandemic which may necessitate future bargaining of impacts.
12. The Parties agree this agreement shall not be precedent setting nor form any basis for a past practice.
13. This agreement may only be changed, modified, or superseded by written mutual agreement of both Parties.
14. This agreement expires at the end of the Spring 2022 semester and is applicable to work performed for the Fall 2021 and Spring 2022 semesters.

This agreement is in accordance with state and federal laws, education code provisions and the Collective Bargaining Agreement.

SHASTA-TEHAMA-TRINITY
COMMUNITY COLLEGE DISTRICT

SHASTA COLLEGE FACULTY JOINT
ASSOCIATION/CTA/NEA

By: _____
Dr. Joe Wyse, Superintendent/President

By: _____
Dr. Elizabeth Waterbury, Interim President