

MEMORANDUM OF UNDERSTANDING
Between Compton Community College District
And Compton Community College Federation of Employees (Locals 3486 and 3486A)
Regarding
Novel Coronavirus (COVID-19), Work Assignments, Maintenance of Pay/Benefits, Leave,
Health/Safety and Evaluation Work Provisions, Reopening the College

October 3, 2020

The Compton Community College District (“District” or “Compton CCD”) and the Compton Community College Federation of Employees (Certificated Unit) and (Classified Unit) (“CCCFE”) enter into this Memorandum of Understanding and agree as follows:

1) **Work Assignments and Maintenance Of Pay/Benefits:**

- a) During any District closure or curtailment of any program, operation, unit, individual assignment, or facility, the District may, within its sole discretion, require some unit members, to the extent permitted by applicable state and local public health orders, to remain onsite and perform their regular work assignment. Other unit members not required to remain on campus may be assigned to work from home to perform work contemplated within the written job description. All unit members are also disaster service workers, who may be required to work outside of their regular work assignment pursuant to Government Code § 3100 et seq.
- b) In the event any District program, operation, unit, individual assignment, or facility is temporarily closed, or temporarily curtailed due to the coronavirus pandemic, bargaining unit members (including those who have been assigned to be at home and who cannot perform their regular duties from home) will not suffer any loss of pay or benefits relative to their regular schedules through June 30, 2021 or the end of the closure or curtailment, whichever occurs first. Provided, however, that the District may terminate this MOU effective March 15, 2021 by providing notice to the Unions on or before February 10, 2021. In this event, the parties will identify at least three (3) bargaining dates prior to March 15, 2021.

2) **Leaves of Absence:**

- a) Unit members may take and request paid or unpaid leaves of absence in accordance with District practice, or as provided by law.
- b) Pre-existing leaves of absence will remain in effect on the same terms, and for the same duration, previously authorized, but affected unit members may request a change in status.
- c) In accordance with the provisions of the Family First Coronavirus Response Act (FFCRA) and the Emergency Paid Sick Leave Act (EPSLA), all employees shall receive up to two (2) weeks fully paid sick leave (subsections 1, 2, 3) or up to two

(2) weeks partially paid sick leave (subsections 4, 5) and up to ten (10) weeks partially paid FMLA leave (subsection 5), as applicable, if they:

- i) are subject to a Federal, State or local quarantine or isolation order related to COVID-19; or
 - ii) have been advised by a health care provider to self-quarantine due to concerns related to COVID-19; or
 - iii) are experiencing symptoms of COVID-19 and seeking a medical diagnosis;
 - iv) are caring for an individual whose condition is described in Paragraphs 1 or 2 above; or
 - v) are caring for their child whose school is closed or whose child care provider is unavailable due to COVID-19 precaution.
- d) In the event that the College reopens, in whole or in part, and a Unit employee who is required to work on campus is experiencing child-care issues due to COVID-19 the District, the Unit Employee and the Federation shall engage in an inter-active process to find an appropriate accommodation for the impacted Unit employee. Placing unit employees on PFMLA shall be the last resort and take place only if no reasonable accommodation can be agreed to and after exhaustion of the inter-active process.
- e) Unit members who are considered “High Risk” by the Los Angeles County Department of Public Health can also engage in an inter-active process with the District and the Federation in a good faith effort to find an appropriate workplace accommodation, on an individual basis.

3) **Health and Safety:**

- a) The District will provide information and training to employees on public health measures, hygiene, and sanitation to help minimize the spread of the virus, and will ensure that its facilities have the necessary and CDC recommended supplies for preventive sanitation measures (such as soap and water, disposable towels or tissues, and hand sanitizer) to the extent such supplies are reasonably available.
- b) The District shall implement heightened cleaning protocols for all on-campus work locations. The District may engage third-party contractors to clean areas believed to have been used by persons infected with the virus after consultation with the Classified Unit.
- c) The District shall inform the Unions within 24 hours should it learn of a confirmed or likely coronavirus infection of District employees or students, or community members utilizing District facilities.
- d) The District will implement any mandatory federal, state or local public health orders (including, but not limited to, mandatory provisions contained in higher ed guidance from California Department of Public Health or Los Angeles County Department of Public Health), and will take reasonable steps to implement

applicable recommendations or “best practices” guidelines issued by federal, state, or local public health officials.

- e) The Unions and unit members will cooperate with the District in any necessary public health actions, including, but not limited to, those actions recommended by federal, state, and local departments of public health.
- f) The District shall require Coronavirus testing for employees working on campus and students who come on campus. The District shall pay for or reimburse any direct costs for testing. Testing shall be done on a monthly basis for employees and students. No student or staff members shall be allowed on campus without a recent negative test on file. A recent test is one that has been administered in the last 31 days. In the event of a positive test, any areas used by the individual within the last 7 days shall be closed for the duration of the 7 day period or deep cleaned prior to further use. In the event of a positive test (for a student or employee), the District shall conduct contact tracing with respect to on-campus contact.
- g) For informational purposes only, the “Protocols for Institutions of Higher Education” issued by the County of Los Angeles Department of Public Health on August 10, 2020 — which applies to the District as of the date this MOU was executed — requires that the District do the following:
 - i) Post a copy of the Protocol at all public entrances to the campus.
 - ii) Post signage providing clear guidance to the public how to maintain safety within the facility (e.g. maintaining physical distance, wear face covering, etc.)
 - iii) Provide all employees whose duties require contact with others with a face covering at no cost to wear when in contact or likely to come into contact with others;
 - iv) Limit access to campus for non-essential visitors or volunteers, and implement measures to maintain six foot distancing between employees and other individuals on campus.
 - v) Instruct all employees, students and visitors two years of age or older to wear cloth face coverings at all times when on campus, except when: (1) Cal/OSHA standards require respiratory protection; (2) individuals have an approved medical exemption; (3) alone in a closed office or walled cubicle; (4) faculty are providing instruction and opt to wear a face shield with a cloth drape; or (5) eating, drinking or engaging in other activities (e.g. brushing teeth) which make wearing a cloth face covering impracticable;
 - vi) Make hand sanitizer, soap and water, tissues and trash cans conveniently available within all buildings.

4) **Reopening the College**

- a) The District shall utilize the Health, Safety and Parking Committee to gather input of all stakeholders regarding the implementation of safety protocols and Eventual Return to Campus Plan. The Eventual Return to Campus Plan shall include the plan to reopen the campus to the general public.
- b) The CCCFE Unions and the District shall engage in the bargaining process concerning campus safety and working conditions as it relates to the Campus Reopening through the established collective bargaining process pursuant to Government Code § 3543.2.
- c) The District shall dedicate space to provide proper isolation for students or employees who have symptoms until they can be confirmed to be negative for COVID-19 or may be sent home.

5) **Remote Instruction and Student Services:**

- a) Faculty who identify a need to add additional hours/days of instruction to the end of an academic term/semester to ensure contract hours are met and course work is completed shall work with their Dean to reach agreement on a proposal to be presented to the Vice President of Academic Affairs for approval.
- b) In the event an academic term/semester is extended, either on a District-wide basis, or in connection with specific classes, faculty who must meet with students outside the 175-day academic calendar will be compensated at their contractual hourly rate for each additional hour worked.

6) **Training for Remote Instruction and Student Services:**

- a) During the District transition and period of time for remote instruction/student support services, all employees shall be provided training and a laptop (if required) in order to prepare and implement remote instruction and student services.
- b) Adjunct faculty shall be paid at their hourly rate for any mandatory training provided by the District to transition into remote instruction/student support services. Full-time faculty shall be paid at their hourly rate for any mandatory training provided by the District outside of the 175 day academic calendar to transition into remote instruction/student support services.
- c) Full-time and adjunct faculty who participate in Canvas training and achieve full certification shall be paid a stipend of \$500. Faculty shall be paid the stipend if they complete full certification between the time frame of June 15, 2020 to the end of December 31, 2020. The Distance Education Department shall provide the verified list of fully certified faculty members.

- d) The District will provide opportunities for instructional support classified staff to be trained in Canvas basics to support online learning and student success.

7) **Evaluations:**

- a) Classified unit members shall be evaluated in substantial compliance with the classified collective bargaining agreement, except that evaluations for the 2019-2020 academic year shall be based exclusively on the unit member's performance from July 1, 2019 through March 19, 2020.
- b) Evaluations for probationary and part-time faculty that have not been concluded by March 20, 2020, shall be deferred until the next semester that the faculty member works.
- c) The evaluation cycle for tenured faculty shall be delayed by one year (i.e. faculty who were being evaluated in 2019-20 shall be evaluated in 2020-21; faculty scheduled to be evaluated in 2020-21 shall be evaluated in 2021-22, etc.), except that tenured faculty evaluations which were concluded by March 20, 2020 shall remain in effect.
- d) The District and the Faculty Federation agree to the evaluation procedure in Appendix A of this MOU for all faculty evaluations during emergency campus closure. The Emergency Evaluation instruments in Appendix A shall also be used in accordance with the evaluation procedure described in Appendix A.
- e) Documentation relating to the evaluation process may be prepared, maintained and transmitted electronically.
- f) Notification(s) relating to the evaluation process may be made by email.

8) **General Provisions:**

- a) The parties agree that nothing herein limits the District's authority to take normal employment actions (e.g. hiring, firing, granting/denying permanence to probationary employees, etc.); to exercise its emergency powers as established by law; or to otherwise act as authorized by the collective bargaining agreement, board policy and administrative regulation.
- b) The Parties anticipate additional issues within the scope of representation will arise and agree to meet and negotiate upon request of any of the Parties.
- c) This MOU shall not be precedent-setting, nor shall it constitute *status quo* or a past practice, except that Paragraphs 7(a) through (f), relating to extension of evaluation timelines, shall continue in effect beyond the expiration date of this MOU.
- d) Any dispute concerning the application, interpretation, and/or meaning of this MOU — excepting disputes relating to interpretation of laws, regulations, guidance, orders, or other enactments of federal, state, or local governmental

entities — shall be subject to the grievance and arbitration processes set forth in the parties' CBA.

- e) This MOU may be extended only by written agreement between the Parties.

This MOU is effective October 3, 2020 through June 30, 2021 unless sooner terminated as provided in Paragraph 1(b).

Dated:

For Compton Community College District

Dated:

For Compton Community College Federation of Employees, Local 3486

Dated:

For Compton Community College Federation of Employees, Local 3486A

APPENDIX A

1. In case of campus closure due to an emergency declared by the President/CEO, the same process for evaluations shall take place according to the Agreement Between the Compton Community College District and the Compton Community College Federation of Employees (Certificated Unit). The following forms shall be collected electronically for the evaluation process:
 - a. A self-evaluation portfolio (Appendix B - Portfolio Table of Contents for Teaching Faculty or Non-Teaching Faculty)
 - b. Worksite Observations - (Appendix B - Online Teaching Observations forms for evaluatees who are Distance Education Certified, Emergency Only Classroom Observations for Non-Distance Education Certified Faculty evaluatees, the Emergency Only Narrative for Counseling, Library and Other Non-Classroom Activity form or the Observation for Counseling, Library and Other Non-Classroom Activity form)
 - c. Review of committee work (Appendix B - Faculty Service Surveys)
 - d. Student surveys (Appendix B - Student Survey for Online Teaching, Counselor's Student Evaluation, or Librarian's Student Survey)
 - e. Review of professional responsibilities by the Dean (Appendix B - Survey Regarding Fulfillment of Professional Responsibilities)
 - f. Summary Evaluation Form to be completed by the evaluation team (Appendix B - Comprehensive Evaluation Summary).
 - i. Regarding the Comprehensive Evaluation Summary Form, performance categories being evaluated will include:
 1. Discipline Knowledge/Currency
 - a. Distance Education certified evaluatees shall use the Online Teaching Observations form for the category.
 - b. Non-Distance Education certified evaluatees shall use the Emergency Only Classroom Observation Form for Non-Distance Education Certified Faculty. The evaluatee shall specify whether they want the Faculty members of the Evaluation Team to observe one of their recorded lectures or observe a synchronous online lecture.

- c. Counselor and Librarian evaluatees may complete the Emergency Only Narrative for Counseling, Library and Other Non-Classroom Activity form and include it in their Portfolio for this category. Or, the evaluatee may choose to have a Faculty Evaluation Team member observe an online student interaction utilizing the Observation for Counseling, Library and Other Non-Classroom Activity form. The evaluatee shall specify whether they choose to write a narrative or want the Faculty members of the Evaluation Team to observe one of their online student interaction sessions.

2. Effectiveness of Teaching or Non-Teaching Assignment

- a. Distance Education certified faculty shall use the Online Teaching Observation forms and the Student Survey for Online Teaching forms for the category.
- b. Non-Distance Education certified evaluatees shall use the Emergency Only Classroom Observation Form for Non-Distance Education Certified Faculty. The evaluatee shall specify whether they want the Faculty members of the Evaluation Team to observe one of their recorded lectures or observe a synchronous online lecture. Additionally, the Student Survey for Face-To-Face Instruction forms will be collected for this category.
- c. Counselor and Librarian evaluatees may complete the Emergency Only Narrative for Counseling, Library and Other Non-Classroom Activity form and include it in their Portfolio for this category. Or, the evaluatee may choose to have a Faculty Evaluation Team member observe an online student interaction utilizing the Observation for Counseling, Library and Other Non-Classroom Activity form. The evaluatee shall specify whether they choose to write a narrative or want the Faculty members of the Evaluation Team to observe one of their online student interaction sessions. Additionally, the

applicable student surveys will be collected for this category.

3. Fulfillment of Professional Responsibilities & Committee Work
4. Professional Development
5. Portfolio

COVID-19 MOU - Appendix A

Emergency Only Classroom Observation Form for Non-DE Certified Faculty

This form shall be filled out by the evaluation team faculty members.

Faculty Member	Faculty Observer
Course Name & Number	Date
CRN	Scheduled Class Time
Type of class observed	Subject Matter Covered

Instructions: Provide comments and check the appropriate rating for each observation area below.	Exceeds Expectations	Meets Expectations	Needs Improvement
1. The method of instructions (i.e. lecture, webinar, tutorial, demonstration, discussion) appropriately addresses the learning objective of the lesson.			
Comments:			
2. Knowledge of subject matter.			
Comments:			
3. Appropriateness of subject matter addresses learning objectives or SLO.			
Comments:			
4. Presented information is in an organized, logical manner.			
Comments:			
5. The material showed evidence of preparation.			
Comments:			
6. Used technology such as visual, audio and/or teaching aids.			

Comments:			
7. Instructor speaks clearly and shows enthusiasm.			
Comments:			
Instructions: Provide comments and check the appropriate rating for each observation area below.	Exceeds Expectations	Meets Expectations	Needs Improvement
8. Presented the lesson in a way that engages students and increases their mastery of the subject matter.			
Comments:			
9. Promotes respect, confidence, equity, and diversity in the classroom.			
Comments:			
10. Promotes critical thinking of the material.			
Comments:			

COVID-19 MOU - Appendix A

Emergency Only Narrative for Counseling, Library and other Non-Classroom Activity

This form shall be filled out by the Faculty Evaluee

Faculty Member _____

Date _____

Instructions:

Please reflect on a recent student session and provide a narrative that addresses each area below. Once complete, please include this narrative in your portfolio.

A. When working with a student, please explain how you:

1. Were approachable
2. Treated the student equitably with respect
3. Presented information clearly and transitioned between topics effectively
4. Used language that was at an understandable level for the student

Provide narrative:

B. When working with a student, please explain how you:

1. Discussed information and ideas with the student
2. Encouraged questions
3. Answered questions clearly

Provide narrative:

C. When working with a student, please explain how you:

1. Maintained a rate and tone of oral delivery that were effective
2. Used effective ways to communicate information to the student (i.e. discussion, handouts, technology)
3. Used materials that are appropriate for the settings and the students level of understanding

Provide narrative:

D. When working with a student, please explain how you:

1. Used the session time effectively
2. Showed appropriate interest in the student's needs and enthusiasm for the task
3. Demonstrated adequate, up-to-date knowledge of the topics discussed

Provide a narrative including successes as well as challenges during this student session: