



This memorandum of understanding establishes an agreement between the Santa Clarita Community College District (“District”) and the College of the Canyons Faculty Association (“COCFA”).

Fall 2021 MOU: Instruction and Non-Instruction

1. In preparation for the 2021 Fall semester, the parties recognize the need to address the District’s learning environment and instructional model given the continuing pandemic. It is in the mutual interest of the parties to abide by the requirements of the California Department of Public Health (CDPH), Los Angeles County Department of Public Health (LADPH) and Cal/OSHA, to prevent illness and further spread of the virus. The parties recognize that instruction is critical to daily life and that collaboration between faculty and the District is the best means to determine and balance competing concerns surrounding face to face instruction reopening decisions to ensure the safety of the college community.
2. The parties agree that continuing with courses in distance learning formats and adding in person classes is necessary at this time and will continue through the Fall 2021 term.
3. The District shall comply with all CPDH, LACDPH, and Cal/OSHA required orders and protocols. The District will inform COCFA of updates within 24 hours of the publication of any updates from these agencies.

Instruction:

1. Some classes and labs will be held on ground, in-person, during the fall semester. The return to teach in-person will be based on demand for in-person classes. The schedule will be coordinated between faculty, Chair, and Dean. Faculty return to teaching in-person during fall 2021 is strictly voluntary.
2. No changes will be made to courses offered online or onlineLive without consultation with the assigned faculty member, the Chair, Dean, and the CIO/CSSO. Any changes made during the fall 2021 semester will be strictly voluntary for the faculty.
3. To combat the spread of the Delta variant of the coronavirus, unit members shall follow the resolution passed by the Board of Trustees. The District commits to protecting the sensitive data collected, transmitted, stored, processed, and archived, to the best of our ability, in any internally developed or third-party system utilized to comply with the Board Resolution.
4. Certain faculty in health-related disciplines must be vaccinated per clinical site requirements.
5. During this continuing COVID-19 pandemic during the fall 2021 semester, all faculty have the option to work remotely in consultation with their Chair/Dean/CIO/CSSO, the work location cannot hinder access or support to students, nor work performance in other areas. While working remotely, faculty shall remain in paid status.
6. Similar to instructional faculty, non-instructional faculty in Counseling and Library will return to campus on a voluntary basis but the Department will provide in-person service coverage in consultation with their Chair/Dean. Non-instructional service/office hours already in place for Fall 2021 will remain in place and non-instructional faculty will work with their Chairs/Deans if they choose to return to an in-person schedule. Non-

instructional faculty, like instructional faculty, when doing Zoom related or online work will have the option of where to Zoom from.

7. All faculty with documented childcare and K12 school disruptions, onset of care of ill family members, and medical issues will work with Human Resources for reasonable accommodations.
8. All instructional and non-instructional faculty not scheduled to work on campus will work remotely during the Fall 2021 term providing distance education and/or student service. Unit members may be requested to report to the District on campus while working under the current distance learning model if extenuating circumstances require an in-person meeting and will be given 72h notice.
9. Due to the coronavirus pandemic, Article 12.A.4.a, which limits online instructional load, will be waived for the fall 2021 and spring 2022 semesters. Early in the Fall semester 2021, department chairs will recommend a Spring 2022 schedule. For Spring 2022 department chairs will work to optimize in-person courses. Until resolved by the Academic Senate and negotiated with COCFA, onlineLive courses will not be considered online for the 10 TLU limit for Spring 2022, per Article 12.A.4.a.
10. The District will continue to provide Zoom options and not require in-person meetings such as, School meetings, committee meetings, tenure meetings, or professional development, and the like. Faculty may Zoom in from their office on campus for Brown Act compliance meetings where necessary.
11. Faculty teaching in-person classes are encouraged to hold at least 1 hour of in-person office hours per in-person class per article 12.A.3.b of the COCFA collective bargaining agreement. Remaining office hours may be offered via Zoom. Efforts will be made by the Office of Instruction to provide faculty hosting in-person, on-campus office hours access to larger classroom locations where possible.

Leaves:

1. The District will comply with any future required leave provisions that apply to unit members offered by state or federal agencies.
2. During the Fall 2021 semester, until the expiration of SB95, unit members who test positive for COVID-19 or are considered, after contact tracing, to be close contacts due to an exposure on-campus, who are unable to work or complete professional development from home, shall receive COVID-19 paid leave during the applicable quarantine period. If they need additional leave beyond that, the additional leave will come from the unit members' accrued leave balances or other applicable leave pools.

Safety:

1. The District will provide:
 - a. Hand sanitizer placed in high traffic areas;
 - b. Personal protective equipment (PPE) for every unit member, including face shields with a face covering underneath and/or N95 masks, if requested;
 - c. Hand soap for every bathroom;
 - d. Hand sanitizer, disinfectant wipes, and cleaning supplies for every classroom/lab;
 - e. Cleaning supplies in the weight room as outlined in the Athletics directives
 - f. Access to hand sanitizer at each unit member workstation who does not have traditional classroom. This includes Library and Counseling offices and public workspaces (reference and front desk stations, department-specific instructional spaces, etc.);
 - g. Masks will be placed in each lecture and lab space;

- h. Bathrooms in the following locations will be stocked with paper towels and hand sanitizer: Aliso Lab 2nd floor, Hasley Hall (3rd floor, room 328), Canyons Hall All Gender Bathrooms 2nd floor, Mentry Hall (2nd floor, rooms 257 and 259), and in the Takeda Science Center at CCC 2nd floor.
 - i. Each unit member will be provided a supply of 1,000 paper towels and will have the ability to request replacements as needed.
 - j. Packages will be placed in every faculty office and include: 5 microfiber towels; 1 package each of cloth and paper masks; 1-quart spray bottle of disinfectant; 1-500ml bottle of 62% alcohol hand sanitizer; 1 pack of 70% alcohol sanitizing wipes; 1 sleeve of paper towels (2,000-count), and 1 trash bag for soiled towels. Refills for all supplies are available at the Warehouse.
 - k. List of in-person courses to COCFA President and FAQ with links to all safety and college policies related to COVID-19.
2. The District shall require the use of PPE in accordance with CPDH, LADPH Cal/OSHA and District requirements. Individuals who cannot wear a mask because of a documented health issue shall instead be required to wear a face shield with a face covering underneath. Microphones will be provided, upon request, for faculty teaching in person. Masks and face shields may not be required for students with medical apparatus which prevents or obstructs the use of the apparatus.
 - a. Face coverings will be worn by all employees and students in all indoor spaces (individuals working alone in their offices may remove face coverings).
 - b. The District will enforce the mask policy when notified of non-compliance.
 3. Plexiglass partitions already in place will be retained and will be used in any high-traffic area where students must be serviced by faculty (Library, Counseling offices, etc.).
 4. Library access will be restricted to COC students and employees for the fall 2021 semester.
 5. District will support shared office concerns. The District will provide space to accommodate these on a case-by-case basis based on seniority or mutual agreement.
 6. The District will ensure that classrooms and faculty workspaces:
 - a. Are cleaned prior to faculty returning to campus
 - b. Have certified HVAC running in compliance with Cal/OSHA standards and requirements and that these systems will continue to be monitored and will report any deficiencies to COCFA within 5 working days.
 - c. The district will assure that all water systems have been flushed prior to classes starting.
 7. The District will maintain a cleaning schedule in accordance with applicable law and CDPH, LADPH, and Cal/OSHA requirements. In addition, they will:
 - a. Ensure that high touch surfaces in public places are cleaned and disinfected daily.
 - b. Faculty and students will disinfect their workspaces and shared equipment using at alcohol-based disinfectant provided by the District;
 8. The District shall ensure that messaging and signage are clearly communicated to all faculty, students, and staff regarding self-assessments for COVID-19 symptoms, and not to come to campus if symptomatic or upon a positive COVID-19 test.

Notification Protocols for positive cases, outbreaks, and closures:

1. Upon notification that an employee or student has tested positive for COVID-19, the District shall initiate exposure protocols in accordance with the LADPH [Protocol for COVID-19 Exposure Management in Institutes of Higher Education](#). The District shall notify the Association within LADPH timelines of positive cases of those employees and students who have exposed other campus community members and have been on campus within the past month.
 - a. A positive C-19 test result will be reported to the employee or student COVID officer by the supervisor or instructor/student.
 - b. If reported to the administrator or instructor, they should notify the positive employee or student that their information will be shared with the employee or student COVID officer, as appropriate, and they will be contacted for additional information.
 - c. The employee or student will be required to provide a copy of the test results to the student COVID officer.
 - d. Return to campus dates will be reviewed and discussed with the employee or student.
 - e. The District shall inform faculty within 24 hours when a student has tested positive in their classroom.
 - f. Students should share their return to campus date with their instructors.
 - g. When the quarantine period ends, normal activities may resume, including returning to work and or school. A letter from the Public Health Department or a negative test to return to school or work is not required.
 - h. If a situation arises where an in-person class may have to be temporarily taught remotely, faculty teaching the in-person class will coordinate their alternative class plan in concert with their respective Chair, Dean, and CIO/CSSO. The District will be flexible regarding the modality transitioned to depending on factors such as, original modality, student preferences, previous modalities taught by the instructor, duration of the closure, and other unique circumstances.
2. In the event of an outbreak as defined by LAPDH, the District shall contact the county public health department to determine if any worksites should be closed. If a worksite closure is recommended by the county public health department, the District and Association shall bargain the impact and effects of the closure. Affected Faculty will consult and reach agreement with their Dean and the Office of Instruction regarding the modality transitioned to during a shut-down. The District will be flexible regarding the modality transitioned depending on factors such as, original modality, student preferences, previous modalities taught by the instructor, duration of the closure, and other unique circumstances.

Compensation:

1. Unit members' base compensation and benefits shall not be reduced during the coronavirus pandemic unless they are on leave and exhaust all applicable leaves. If an assignment is cancelled due to the District's inability to offer classes online or on- ground, the impacted faculty member will work with the department chair, dean, and CIO to create alternative duties.

2. Unit members' base compensation, overload, and benefits shall not be reduced in the event of an emergency campus closure, meaning all instruction and services have ceased, beyond the leaves mentioned above.
3. Purchase and reimbursement for supplies and/or equipment required for remote instruction and service delivery, will continue during the coronavirus pandemic (instructions will be re-sent to all faculty).
4. The Association reserves the right to negotiate any additional impacts of district closure and remote instructional delivery during the coronavirus pandemic.
5. The District shall inform COCFA and unit members immediately of any change to State and County directives regarding on-campus instruction during the fall 2021 terms.
6. The District will provide COCFA with as much advanced notice as possible, but at least 30 days, when planning to resume maximum planned face-to-face instruction and non-instructional services.
7. This MOU is not precedent setting and applies only to the fall 2021 semester.
8. The District agrees to continue to negotiate Fall semester compensation items regarding internet and cell phone usage and increased workload for faculty and Department Chairs.

The above is agreed to by both COCFA and the District.

For the Santa Clarita Community College District

Date:

Diane M. Fiero

Aug 25, 2021

For College of the Canyons Faculty Association

Date:

Kelly Burke

Aug 25, 2021







COCFA Fall 2021 MOU

Final Audit Report

2021-08-26

Created:	2021-08-26
By:	Diane Fiero (diane.fiero@canyons.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAAUDA1DmsoN6VCti6FnoFa1kPjy9BWhnKI

"COCFA Fall 2021 MOU" History

-  Document created by Diane Fiero (diane.fiero@canyons.edu)
2021-08-26 - 0:24:47 AM GMT- IP address: 207.233.120.2
-  Document e-signed by Diane Fiero (diane.fiero@canyons.edu)
Signature Date: 2021-08-26 - 0:25:35 AM GMT - Time Source: server- IP address: 207.233.120.2
-  Document emailed to Kelly Burke (kelly.burke@canyons.edu) for signature
2021-08-26 - 0:25:39 AM GMT
-  Email viewed by Kelly Burke (kelly.burke@canyons.edu)
2021-08-26 - 0:59:41 AM GMT- IP address: 71.192.158.125
-  Document e-signed by Kelly Burke (kelly.burke@canyons.edu)
Signature Date: 2021-08-26 - 1:04:54 AM GMT - Time Source: server- IP address: 71.192.158.125
-  Agreement completed.
2021-08-26 - 1:04:54 AM GMT