

**Fall 2021 Memorandum of Understanding
Between Cabrillo Community College District
and
Cabrillo College Federation of Teachers**

This is a Memorandum of Understanding (“MOU” or “Agreement”) between the Cabrillo Community College District (“District” or “Cabrillo”) and the Cabrillo College Federation of Teachers (“CCFT”) collectively referred to as “the Parties” and concerning the impacts and effects of working conditions related to the return to in-person instruction and non-instructional services during the continuing COVID-19 pandemic for Fall 2021 semester.

At the end of May 2021, the District decided to increase face-to-face instruction options in support of our students by offering up to 50% of regular in-person courses for Fall 2021. This was accomplished through faculty volunteering to return to campus to teach and offer non-instructional student support services in person.

The Parties acknowledge that the COVID-19 pandemic is an ongoing concern, even with vaccination rates in Santa Cruz County at a high level and the District requiring students, employees, and volunteers to either obtain a COVID-19 vaccination or a qualifying exemption. The Parties recognize that COVID-19 presents unique challenges to educational institutions, which require creativity and flexibility on behalf of both parties. The Parties recognize the need for flexibility to comply with legal mandates, as well as directives/guidance issued by the public health officers, including the California Department of Public Health (“CDPH”), California Division of Occupational Safety and Health (“CalOSHA”) and the County of Santa Cruz Health Department. The Parties are committed to working together to safely transition back to in-person instruction.

I. Acknowledgements Concerning Fall 2021 Semester

- a. Faculty supported voluntary (as opposed to mandatory) return to face-to-face instruction. The District supported and encouraged this approach. The Parties worked together to accomplish the 50% in-person goal.
- b. The Parties recognize that the preference or decision not to teach and/or provide non-instructional services in-person is weighted with many personal considerations.
- c. Reasons for faculty to continue teaching online during the Fall of 2021 may include matters such as health concerns, childcare requirements, caregiving for other family members, and certain prior commitments.
- d. The Parties recognize that agreements made about teaching modalities need to be honored to the fullest extent possible to avoid the stress and workload of another sudden pivot.
- e. The Parties agree on the need for coordination and communication with Deans, Department Chairs, and affected faculty members.
- f. The District acknowledges our faculty’s request for clear, consistent, timely communication to students, faculty, all employees, and community. Accordingly, the District has engaged with CCFT, Faculty Senate and CCEU to participate in weekly Emergency Operations Command (“EOC”) meetings and has committed to weekly COVID-19-related “All College” email updates as well as other frequency and modes of communication as may be needed to accomplish the goal of clear, consistent, and timely communication.

II. COVID-19 Prevention, Vaccination Requirements, and Testing

- a. CCFT acknowledges the mutual commitment on the part of the District and CCFT to adhering to the state-mandated **COVID-19 Prevention Plan**, which has been developed and is updated as needed based on information and guidance from the Santa Cruz County Department of Health, CDPH, Cal-OSHA Guidance for Institutions of Higher Education and other applicable guidance relative to higher education.
- b. In late May 2021, the District announced it will require employees, students and volunteers to be fully vaccinated against COVID-19, or to obtain a qualifying exemption, as of August 16, 2021. The District developed a COVID-19 Immunization Protocol and received input from CCFT prior to finalizing and publishing the Protocol on July 30, 2021.
- c. CCFT recognizes that the EOC and the District are continuing to work on development of a **COVID-19 Protocols Document for Various Spaces on Campus** to be published on the COVID-19 Website upon completion, expected during the week of August 1 and which may be updated as needed.
- d. The District will continue to offer COVID-19 testing through Student Health Services during regular operational hours for employees, students and volunteers. Any such testing shall be consistent with CDPH guidelines and will be completed at no cost to the unit member.
- e. The District's COVID-19 Website located here: <https://www.cabrillo.edu/covid-19/> and contains the following important documents & information:
 - [Cabrillo College COVID-19 Immunization Protocol](#)
 - [Cabrillo College COVID-19 Prevention Plan and Safe Reopening Plan](#)
 - [Safe Return to Campus FAQ](#)
 - [Cabrillo Facilities Mechanical Assessment Report](#)
 - [Student Health Services Vaccination Card Upload Instructions](#)

III. Air Exchange/Ventilation

- a. The Parties acknowledge that all workspaces in which bargaining unit members are required to perform their job duties shall have adequate ventilation to safeguard against the spread of the COVID-19 virus. Unit members shall not be required to work in areas without such safety measures.
- b. The Parties recognize the need for assessment, remediation, and frequent communication regarding HVAC systems and ventilation in workspaces. Accordingly, the [Cabrillo Facilities Mechanical Assessment Report](#) is a fluid document and is accessible to all employees, students and the public for specific information on HVAC systems and ventilation in specific work spaces.
- c. Faculty who believe their workspace does not meet applicable air ventilation guidelines set forth in the CDPH guidance shall contact their Dean or Jon Salisbury, Director, Facilities Planning & Plant Operations by email to josalisb@cabrillo.edu. The District will review all valid concerns and provide a solution compliant with CDPH and/or CalOSHA guidance.

IV. Other Concerns

The Parties recognize that faculty have expressed other concerns about returning to in-person instruction and non-instructional support, some of which are outlined below. These types of other concerns have been or will be addressed and planned for in the linked documents set forth above and in the forthcoming COVID-19 Protocols Document for Various Spaces on Campus.

- Planning for alternate office/work or classroom spaces.
- Screens/barriers (for close contact with students and nonstudents).
- Regular reporting regarding water systems safety.
- Available testing, vaccinations, and booster shots as needed.
- Vaccination verification system.
- Clear guidelines for physical distancing, use of masks, and other PPE.
- Consistent classroom & office space protocols.
- Reporting/contact tracing/notification
- Frequent sanitation
- Reasonable protections and accommodations for unvaccinated employees and students.
- Guidelines and methods for communication classroom rules/regulations concerning student compliance with COVID-19 health and safety protocols.

V. Instruction/Workload

As noted in Section I. above, faculty had to make complex personal decisions on whether to return to face-to-face instruction/non-instructional support services or continue to teach online based on a variety of factors. In support of faculty instruction and workload, the Parties acknowledge the following:

- a. Faculty may provide services as determined by the District to meet the needs of students through remote, hybrid, and/or face-to-face delivery. (Hybrid shall mean a combination of face-to-face meetings and remote activities, which could be synchronous or asynchronous.)
- b. Faculty should not be expected to teach a given section in both modalities.
- c. Once an agreement is reached as to modality, faculty should not be required to change modality unless mandated by EOC based upon guidance from the Santa Cruz County Health Department, CDPH and/or CalOSHA.
- d. Newly created in-person sections should be allowed to run to the fullest extent possible even if low-enrolled (adjusted minimums) to support students and protect faculty assignments.
- e. Lower class caps should be considered to accommodate physical distancing where necessary and for greater safety when warranted due to room size and/or air exchange.
- f. Office hours may be offered in the teaching modality or as preferred.
- g. If there is a COVID case that disrupts face to face instruction, faculty should have flexibility to deliver adapted instruction.
- h. Faculty will not be required to attend in-person flex activities.
- i. The District will approve flex credit for preparing classroom and lab spaces to return to face to face instruction by utilizing the existing external Flex Credit request process.

VI. Evaluations

The District will proceed with scheduled faculty evaluations for the Fall 2021 semester in the following manner:

- a. For evaluations that have already been completed in full, those evaluations will stand as completed.
- b. For evaluations not yet completed in full but where classroom/worksite observation and student evaluations have already been complete, those evaluations will proceed as set forth in Article 17 of the Contract between Cabrillo Community College District and CCFT.
- c. For evaluations for on-line courses where classroom observation and/or student evaluations have not

been completed, those evaluations will proceed without completion of classroom observation and student evaluations but shall otherwise proceed in accordance with Article 17 of the Contract.

- d. The District agrees that faculty will not be subject to negative teaching evaluations resulting from the COVID-19 crisis period of disruption and the attendant quick transition back to in-person or to online teaching and/or providing of student support services.
- e. The District and CCFT agree that reasonable requests for extensions of evaluation process deadlines set forth in section 17.4.2 Summary of Evaluation Deadlines of the Contract shall be granted, whether the request for extension is from the District side or the faculty side.

VII. Concerns of Specific Faculty Groups

The Parties recognize that specific faculty groups have expressed individualized concerns such as the need to work in close proximity with students or nonstudents, and/or in private spaces with students or nonstudents, the need to work in spaces with adequate air exchange, the need to monitor ingress, egress, and congregation of students and nonstudents within spaces, the need for sanitation of shared tools and equipment, and the concern as to how student vaccinations will be verified given the need for close proximity and privacy. Some of the specific faculty groups include: Academic Counseling, ASC Faculty, Librarians, CTC Faculty, and the HUB Faculty. As described above in Section IV. above, many of these types of concerns have been or will be addressed and planned for in the linked documents set forth above and in the forthcoming *COVID-19 Protocols Document for Various Spaces on Campus*.

VIII. Adjunct faculty

The Parties recognize that cancellation of classes taught by adjunct faculty and/or re-assignment of adjunct TUs to a full-time faculty member could impact adjunct faculty eligibility for re-employment preference, benefits, and eligibility for benefits. After the conclusion of the Fall 2021 semester, the Parties agree to evaluate, discuss, and return to negotiations regarding any such negative impacts upon adjunct faculty.

IX. Accommodations for Faculty

If a faculty member who is returning to in-person instruction or non-instructional student service considers themselves or a member of their household to be at higher risk of or vulnerable to severe illness if they contract the virus that causes COVID-19, or who otherwise feels they may need an accommodation due to a disability or serious medical condition, the faculty member should contact Angela Hoyt, Vice President, Human Resources & Labor Relations at anhoyt@cabrillo.edu and/or Margie Casillas, Benefits Analyst in Human Resources at macasill@cabrillo.edu to engage in an interactive reasonable accommodations process pursuant to state and federal laws.

X. Leaves

The regular Leave provisions of the Contract shall continue to apply to any faculty leave requests. Additionally, the District implemented the required California Supplemental Paid Sick Leave (“SPSL”) for certain COVID-19-related leaves. Information on the District SPSL provisions can be found on the Human Resources website at this link [2021 COVID-19 Supplemental Paid Sick Leave](#).

XI. General Provisions

- a. Term. The Parties agree that this MOU shall expire on December 31, 2021, unless extended or modified by mutual written agreement.
- b. Not Precedent Setting. The Parties agree that this MOU is not precedent setting, does not constitute a past practice, and does not constitute a waiver of the District’s right to refuse to negotiate matters that are not mandatory subjects of bargaining.

- c. Complete Understanding. This MOU represents the full and complete understanding of the Parties. There are no other oral agreements on the topics covered herein and neither party has relied upon any express or implied representation not contained in this MOU.
- d. Execution. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together shall be deemed a full executed Agreement. Signatures through electronic verification, or signatures transmitted by fax or e-mail shall be deemed original signatures.

By: _____
For CCFT

Dated: _____

By: _____
For the District

Dated: _____