

**MEMORANDUM OF UNDERSTANDING BETWEEN**

**SOLANO COMMUNITY COLLEGE DISTRICT**

**AND**

**SOLANO COMMUNITY COLLEGE FACULTY ASSOCIATION**

The parties agree to the following temporary amendments to the Collective Bargaining Agreement, effective immediately.

This language shall sunset as of May 31, 2021, unless extended by a subsequent agreement.

**Spring 2020**

**Regular pay:**

- Faculty will continue to be paid as scheduled for the duration of Spring 2020 assignments. The college will make every effort not to disrupt anyone's income.
- For faculty assigned to courses or programs which have had to be suspended due to the nature of coursework and/or requirements of external regulatory bodies:
  - Faculty will work with their deans to the best of their abilities to agree upon mutually acceptable methods to make available opportunities for Spring 2020 students to make up for missed time and complete their suspended courses. These arrangements may include completing hours outside the contract year and/or additional hours in the 20-21 contract year. These arrangements shall be made available the next time face-to-face classes are able to convene. The faculty obligation shall not extend beyond the end of the Spring 2021 semester, and faculty shall neither be held in underload status nor be required to repay the District for assigned hours that were not possible to complete.
  - Faculty in disciplines subject to regulation by external agencies are obligated to comply with the decisions of those entities.

**Additional pay in relation to online conversion:**

- Faculty who led Canvas/DE training sessions March 16-19 may choose to submit their time as Flex hours or to receive a stipend for their contribution to this effort
- Faculty who attended training or participated in additional tasks to convert their workload assignments into the online modality may submit those hours for Flex credit for AY 2019-20.

**Evaluations**

Spring 2020 evaluations will be suspended with the following exceptions:

- Tenured faculty, and adjunct faculty with priority rehire rights:  
By agreement with the evaluatee, evaluations may be completed and filed on the basis of the components that were done prior to the conversion to online delivery, provided

at least two of the three external components (dean, peer & student) were completed and were consistent in their findings.

- Adjunct instructors who only teach online: Evaluations may be completed upon agreement between the member being evaluated and the faculty peer. Final evaluation team meetings will be convened via Zoom.

## **Summer & Fall 2020**

### **Training for online instruction:**

- Full- and part-time faculty who complete one or both of the DE training modules being offered from April-Nov 2020 may bank hours spent in this training to redeem for Flex credit through the next two academic years (AY 2020-21 and AY 2021-22)
  - For full-time faculty: up to 60 hours of banked Flex Credit for regular faculty (completely fulfills “Flexible Flex” commitment through AY 2021-22)
  - For adjunct instructors: up to the maximum Flex eligibility available for each semester’s assignment through Spring 2022
- The District has, in addition, set aside a total sum of \$150,000 to incentivize faculty participation in DE training. Exact details for how this sum will be divided into stipends are still being determined in bargaining, and will be released in a follow-up MOU.

## **Summer 2020**

### **Instructional Assignments:**

- All Summer 2020 classes will be offered in an online modality. Exceptions may be made for those classes or class activities that cannot be completed online, if this becomes permissible in accordance with state and regional requirements. Inmate education courses will be conducted via correspondence.
- Instructors who were already assigned to teach in Summer session will retain these assignments, with the exception of any courses that require meeting in person due to the nature of the subject matter and/or external requirements (licensing boards, etc.)
- Summer instructors who have not recently taught online and/or completed Solano College’s DE Certification process are strongly encouraged to attend the scheduled DE training modules. However, this training is not required, and no instructor who had been scheduled for a Summer assignment prior to the decision to move summer instruction online shall be denied these assignments on the basis of enrollment in or completion of the training courses.
- Any class cancellations in the Summer term shall be decided by the procedure outlined in the CBA.

## **Fall 2020**

### **Instructional Assignments:**

- Instructors who have not recently taught online and/or completed Solano College's DE Certification process are strongly encouraged to attend the scheduled DE training modules. However, this training is not required, and no instructor who has been scheduled for a Fall assignment shall be removed from those assignments on the basis of enrollment in or completion of the training courses.
- Inmate education will continue by correspondence in the Fall semester.
- Article 19.4.4, which limits online assignments to a total of .60 FTE of a full-time faculty member's load, shall be suspended in Fall 2020. Faculty who meet any of the following criteria may request their full Fall 2020 teaching load, including regular and overload assignments, to be scheduled online:
  - Any faculty member who has had at least one course approved through the current OEI-based approval process. Faculty should confirm with the DE Committee whether or not their course has been approved by this standard
  - Any faculty member with at least 3 years of experience teaching online at Solano College AND who has either completed DE Training Module 2 (Accessibility) or who is enrolled to complete this module by the end of summer and who will submit an updated course shell for DE Committee approval no later than the start of the Fall 2020 semester
  - Any faculty member who has completed both modules of the current DE training, or the equivalent training offered through @One, and who will put a course shell in the DE Committee approval queue no later than the start of the Fall 2020 semester
  - Any faculty member who has signed up to complete both DE training modules by the end of summer 2020, and will have a class shell in the DE Committee approval queue no later than the start of the Fall 2020 semester

### **Statutory Provisions for Emergency Leave:**

- HR-6201 provides two weeks of "emergency sick leave," not to be charged against the employee's own leave balance, to employees meeting any of 3 criteria below:
  - Self-quarantining (14 days total, so 10 business days)
  - Showing symptoms of COVID-19
  - Quarantining under doctor's orders
    - Physician's note is not required
- Any sick leave in excess of the 2 weeks will be drawn from employee's own leave balance.
- Special FMLA provisions: Available to anyone employed with present employer for the past 30 days.
  - Employees unable to work due to childcare responsibilities may take up to 12 weeks of FMLA leave.
    - First two weeks will be compensated at full pay, using the above-cited, federally funded sick leave

- Remaining ten weeks will be compensated at 2/3 of regular pay. To remain in fully-paid status and to receive full service credit, the employee must draw on personal sick leave for the remaining 1/3.
- The District will inform faculty of any additional state or federal benefits to which they are entitled

**Pending items:**

The District and SCFA bargaining teams will continue to meet as needed to reach additional agreements pertaining to the special conditions arising from the COVID-19 crisis. Topics already under discussion, to be clarified in a follow-up MOU, include:

- Details regarding stipends for completing DE training & certification
- Details regarding completion of Spring 2020 Faculty Evaluations not addressed above, as well as contingency plans for evaluations scheduled in AY 2020-21
- Provisions for Spring 2021 assignments

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Melissa Reeve	Date	Mary Jones	Date
Chief Negotiator, SCFA		Chief Negotiator, SCCD	