

**Memorandum of Understanding**  
between  
El Camino Community College District  
and  
the El Camino College Federation of Teachers

This Memorandum of Understanding (MOU) shall be effective from January 12, 2022 through June 10, 2022. This MOU may mutually be revised or extended in writing as necessary. This MOU is entered into to address the continuity of El Camino Community College District (District) instruction and other educational support services while continuing prudent measures regarding working conditions at El Camino College.

**The Governor's Order.** The District and Federation of Teachers (Federation) will continue to support Governor Newsom's current COVID-related orders that are applicable to the District.

It is agreed between the El Camino Community College District and Federation, during the term of this MOU, the following:

**1. Campus Operations.** The District will follow requirements from the Los Angeles County Department of Public Health and the District's COVID-19 Task Force regarding COVID-19 and related guidelines applicable to Los Angeles County regarding the safe reopening of college campuses. The COVID-19 Task Force shall continue to have 3 faculty representatives on its advisory team.

a. The Federation and the District will continue to cooperate with each other in good faith in any necessary public health actions.

b. All employees will cooperate with the District in following these requirements and directives during the term of this MOU.

c. Continued updates will be posted on the District's COVID-19 website found at:  
<https://www.elcamino.edu/notices/coronavirus/>.

**2. Notification.** The District will inform all employees who are at the same affected District worksite within one (1) business day should it learn of a confirmed positive, symptomatic or asymptomatic COVID-19 case pertaining to District employees, students, or community members that have utilized District facilities within 14 calendar days from the date the District has been informed. If the individual has not been on campus for more than 14 calendar days from the date the District has been informed, then no notification will be required. Names of individuals who test positive for COVID-19 shall only be released to the Los Angeles County Department of Public Health, or upon direction from the Los Angeles County Department of Public Health or another authorized agency. Should the 14-calendar day period of presumed infectiousness be revised by the Los Angeles County Department of Public Health, then the District will follow such dates.

**3. Cleaning and Disinfecting.** The District will immediately close and post notice of affected areas until said areas are cleaned and disinfected with EPA-registered or comparable certified

disinfectants that have qualified for use against COVID-19. Details regarding campus cleaning practices and facility infection control will be implemented as recommended by the Los Angeles County Department of Public Health and the COVID-19 Task Force and are included in the Campus COVID-19 Response Plan. All employees will cooperate with the District in following these requirements and directives during the term of this MOU.

**4. Training.** The District will continue to provide faculty with training and information regarding COVID-19 for those who are required to work on campus. Training information is available for all faculty to review on the District's COVID-19 website.

- a. Updates to the Campus COVID-19 Response Plan that encompass additional screening, testing, and contact tracing requirements for employees and students will be posted on the District's COVID-19 website.

**5. Personal Protective Equipment.** The District shall provide required Personal Protective Equipment (PPE) and supplies required to work on-site. PPE shall be consistent with currently provided standards for masks by the Los Angeles County Department of Public Health. Employee questions regarding available PPE items and supplies will be directed to and responded by their immediate supervisor or designee. In addition, the District shall promptly make available portable air filters for faculty members who submit a written request through their division office.

**6. Leaves.** All leaves shall be taken in accordance with the Collective Bargaining Agreement. The District will follow applicable state or federal expansion leave rights due to COVID-19 which may emerge during the effective period of this MOU.

- a. Employees who choose to go on leave rather than comply with the requirement for COVID vaccination or testing during the Spring 2022 semester shall remain on leave throughout the remainder of the semester, unless the Dean or immediate supervisor determines the faculty member may commence work mid-semester with proof of compliance with Board Resolution 2021-07-09A, Required Evidence of COVID-19 Vaccination.
- b. Full-time faculty shall not receive their salary or other pay once all available sick leave has been exhausted. The District and the employee shall continue to pay their respective share for health benefits.
- c. Adjunct faculty who are on the reemployment preference list (RPL) and choose not comply with the vaccination requirement will not be removed from the list in the event that they do not accept an assignment during Spring semester 2022.

**7. Evaluations.** Effective Spring 2022, Tenured, Probationary, and Adjunct Faculty shall continue to be evaluated in accordance with Article 20.

- a. Faculty working on campus will be evaluated by other faculty, deans, or directors who work on campus.

- b. Faculty who are assigned a fully online load as a result of the ADA reasonable accommodation process will not be required to evaluate faculty who are working on campus.
- c. Faculty to be evaluated who were assigned a teaching modality that does not require them to be on campus will be allowed accommodations for the evaluation process to be completed remotely.
- d. For faculty evaluators who were assigned a teaching modality that does not require them to be on campus, every effort will be made to choose evaluatees with at least one remote teaching assignment.

8. **DE Certification.** The District will continue the \$650 stipend for instructional faculty who complete DE certification in the Spring 2022 semester.

9. **COVID-Driven Changes in Instructional/Non-instructional Assignment for Spring 2022**

- a. If there are COVID-driven changes in class modality due to quarantine and/or institutional interruptions, the Dean and the faculty member may agree upon the assignment of other permitted formats of instruction for the duration of the disruption.
- b. If there are COVID-driven changes in class modality due to quarantine and/or institutional interruptions, the Dean/Director and non-instructional faculty member may agree upon the assignment of remote work either in office or at another designated area.

10. **On-Campus Obligation**

- a. Full-time instructional faculty with a Spring 2022 assigned schedule that requires fewer than three days of on-campus teaching may reduce the on-campus obligation from three days to two days per week.
- b. Full-time non-instructional faculty will work on campus a minimum of two days encompassing 50% of their weekly student contact hours per week unless otherwise assigned by their dean or director.

11. **Summer/Fall 2022 Faculty Notice to Dean/Director.** For Summer and/or Fall 2022, faculty shall inform their Dean/Director by March 1, 2022 in writing via email of their preferred format per Article 8, Section 8. If a faculty member has already submitted written notice of preferred format (asynchronous, Live Online [synchronous,] hybrid, in-person, or HyFlex\*) for Summer and/or Fall 2022, that faculty member has until March 1, 2022 to submit any revisions. After March 1, 2022, the Dean or Director shall take into consideration the Faculty Member's preferred format and shall not arbitrarily disregard such preferences.

\* NOTE: HyFlex courses, after approval by the Educational Policies Committee of the Academic Senate, will be scheduled when faculty have completed the appropriate training and available classrooms are appropriately equipped.

12. **No Precedent.** This MOU does not set precedent in future situations nor may it be used as the basis of a past practice by either party. Its terms are limited from January 11, 2022 to June 10, 2022.

13. **Future Effects.** The parties may reopen this MOU to negotiate evolving situations or other conditions not addressed in this MOU related to effects on unit members because of COVID-19.

14. **Authority to Approve MOU.** It is agreed and understood that based upon the urgent need to adopt this MOU, no ratification shall be required by either the Governing Board or the Federation.

It is agreed on this day, January 12, 2022, by the following representatives:

El Camino Federation of Teachers,  
Local 1388, AFT, AFL-CIO

*Chris Jeffries*  
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Christine Jeffries

El Camino Community  
College District

*Jane Miyashiro*  
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Jane Miyashiro