

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN THE
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
AND SAN BERNARDINO COMMUNITY COLLEGE DISTRICT TEACHERS
ASSOCIATION**

**Emergency Contingency Plan for Covid-19
(Amended 4/10/2020)**

This Memorandum of Understanding (“MOU”) is entered by and between the SAN BERNARDINO COMMUNITY COLLEGE DISTRICT (“District”) and the SAN BERNARDINO COMMUNITY COLLEGE DISTRICT TEACHERS ASSOCIATION (Association), collectively “the parties.”

WHEREAS, the parties have negotiated Article 8 – District Rights, specifically, Article 8 Section D regarding a national and state emergency;

WHEREAS, both parties have discussed the global pandemic impacting the nation and state, Covid-19 commonly referred to as the Coronavirus, and have agreed to institute precautions to prevent and mitigate the spread of said virus during this emergency period;

WHEREAS, the previous MOU (Emergency Contingency Plan for Covid19, Amended 3/19/2020) stated that in the event circumstances change, the District may have to move to more restrictive measures including complete closure, which would necessitate the need for further negotiations;

WHEREAS, both colleges have indicated that Summer 2020 instructional and non-instructional work will continue using online or remote methods, due to the ongoing emergency situation;

THEREFORE, the following provisions shall be in effect from March 16, 2020 until August 7, 2020:

1. During the week of March 16-22, 2020 Faculty Department Chairs, or faculty chair designee, will work with Deans to determine if a lecture, lab or clinical class can feasibly be offered remotely. Faculty Department Chairs and Deans will also work together to determine the feasibility of remote instruction for Summer offerings. It is anticipated that all lecture classes will be offered remotely. Any lab or clinical that cannot be feasibly moved online, may be suspended if the District is required to suspend all face-to-face instruction. If the District is required to suspend all face-to-face instruction, the lecture component will also be suspended, if lab and lecture are combined into a single course/single section ID. The VPI will make the final determination.
2. During the week of March 16-22, 2020 Faculty Department Chairs, or faculty chair designee, will work with Deans to determine which Non-instructional/student support

services can be offered remotely. Faculty Department Chairs and Deans will also work together to determine the feasibility of remote non-instructional work during the Summer.

3. Faculty chairs shall be granted additional hours, if needed and approved by the Dean, to facilitate transition to online due to Covid-19.
4. The week of March 23-28, 2020 will be provided as a transition period for training, planning and preparing for remote instructional and non-instructional work for faculty. During this week, Faculty may choose to work on campus, unless prohibited by the local, state or federal government, or remotely. Faculty who choose to work remotely must be accessible during the time they are working remotely, per Article 13 E (no remote work request form is required).
5. Courses determined to be feasibly offered remotely, will be taught via remote formats (e.g., Canvas, Zoom, MathLab) as of March 30, 2020, unless otherwise notified by local, state or federal government.
6. Instructional faculty who participate in training to transition courses from a face-to-face or hybrid format to a fully online delivery during Spring Break (March 16-21), shall be compensated for up to 6 hours at the Non-Teaching Agreement rate.
7. Non-instructional faculty who already have non-service days scheduled from March 16-28, 2020 shall be compensated for participating in trainings to provide student support online.
8. Faculty who are selected to provide training to other faculty to move to remote delivery of classes during Spring Break (March 16-21) shall be compensated at the Non-Teaching Agreement rate.
9. Finals week schedules at both campuses shall follow the regularly scheduled class pattern to potentially allow for the make-up of instructional hours.
10. For the duration of this MOU, the Administration recognizes the need to be flexible with sick leave documentation, and changes in non-instructional faculty work schedules.
11. Faculty whose work cannot be moved online may be given other faculty work assignments and must be available while working remotely, per Article 13. Faculty whose work can be done remotely, but are unwilling to work remotely, may use accrued sick leave and substitutes can be hired to do the faculty member's work.
12. Spring 2020 evaluations shall be suspended until Spring 2021. Spring 2020 remediation plans shall be suspended until Fall 2020.

13. Commencement activities will be determined upon further notice by the District and will be dependent on the seriousness or mitigation of the conditions surrounding the spread of the virus that exist at that time.
14. The regular business of the College, such as Committee meetings, will be planned, to the extent possible using remote formats. The schedule will be maintained as is, and access to the meetings will be broadly disseminated to those who wish to attend remotely.
15. An employee whose place of residence is quarantined by County Health Officers shall receive full salary during the period of enforced quarantine. Even if the employee is not ill, no deduction will be made from his/her accrued sick leave (Ed Code 87765).
16. Any additional changes to workload, calendar, access to campus and resources or other issue related to the contract will be negotiated between the parties before decisions are made.

This MOU is set to expire effective August 7, 2020 and requires the approval and ratification by the Governing Board of Trustees.

Dated: 4/10/2020

Sheri Lillard, SBCCDTA Lead Negotiator

Dated: 4/10/2020

Kristina Hannon, Vice Chancellor, Human Resources & Police Services