

**Memorandum of Understanding (“MOU”)  
Between  
Coast Community College District and  
Coast Federation of Classified Employees, Local 4794**

**March 24, 2020**

**COVID-19  
Emergency Response and Remote Work Plan**

The Coast Community College District (“District”) and the Coast Federation of Classified Employees, Local 4794 (“CFCE”), herein collectively referred to as the “Parties,” hereby confirm that they have negotiated, in good-faith, the impacts and effects of the District’s emergency response to the Novel Coronavirus (“COVID-19”) outbreak.

The Parties hereby agree that this MOU will remain in effect until the conclusion of the District’s State of Emergency, or until June 30, 2020, whichever occurs first. Once the District’s State of Emergency concludes, or on June 30, 2020, whichever occurs first, this MOU and its terms will expire in their entirety.

**I. Emergency District Closure**

On March 16, 2020, the District effected an emergency closure of all District work sites due to a suspected case of COVID-19 at Orange Coast College. Accordingly, most classified employees throughout the District, except those whose services were deemed critical to operations during the State of Emergency, were directed to not report to work beginning March 17, 2020 through March 30, 2020. Classified employees will remain in a paid status during this emergency closure, which may be extended should public health concerns necessitate an extension. The Parties recognize that future local, state, and federal government directives may necessitate further changes in working conditions, and additional emergency actions may need to be taken by the District Chancellor in support of public and employee health, and the Parties agree to meet and negotiate in good-faith, as soon as is practical, regarding any future impacts.

Classified employees may be transitioned to an Emergency COVID-19 Remote Work Plan (“RWP”) on March 31, 2020, or thereafter, at the discretion of the District. The District shall provide to CFCE, in advance, a list of all classified employees who are identified as being candidates for transition to an RWP.

**II. Emergency COVID-19 Remote Work Plan**

The Parties hereby agree that in order to limit the exposure and transmission of COVID-19, it may become necessary to assign RWPs, on a temporary basis, to classified employees in situations where management has determined that such temporary remote work is appropriate and viable through June 30, 2020. The District will continue to

evaluate the need for RWPs beyond June 30, 2020 as further guidance becomes available from governmental authorities. RWPs may be assigned, at the sole discretion of the District, after consultation with the transitioning employee, on a case-by-case basis consistent with the mission of the District and of the respective department or unit, under any of the following circumstances:

- a. The District Chancellor, or a governmental authority, determines that District facilities must close<sup>1</sup> or that some or all District employees may not go to District facilities; or
- b. The District Chancellor determines that some or all of instruction ~~and~~ or other services will move to remote formats; or
- c. Classified employees over age 65 or who suffer from underlying health issues, who have been called to “self-isolate” at home by a local, state, or federal governmental authority; or
- d. As a temporary reasonable accommodation, should a classified employee have a medical condition, other than those identified in item “II-c” above, that may be negatively impacted by COVID-19 and public contact needs to be limited<sup>2</sup>; or
- e. As a temporary support measure should a classified employee need to provide child care to a minor, dependent child due to school and day-care facility closures related to the pandemic.

Should the District determine that an RWP is not viable for a particular classified employee, and that the classified employee’s work is not determined by the District to be “essential” on-site work, the classified employee shall remain in a paid status until the District can return the employee to on-site duty, or until June 30, 2020, whichever occurs first.

Classified employees who decline an RWP, and who are not otherwise required to work on-site, shall be required to exhaust all of their applicable leaves.

The Parties further agree that the scope of RWPs will be as follows:

- i. Classified employees assigned to an RWP will work from an alternate remote location (i.e., home) on a temporary basis while the District encourages social distancing as a measure intended to minimize the spread of COVID-19. The necessity for RWPs will be reviewed vigorously during this time. The RWP does not prevent or restrict the supervisor’s ability to require the classified employee to report to their permanent work assignment location, or to another temporary work location,

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<sup>1</sup> Not all classified employees will be eligible for or required to do a RWP. The District will determine what work needs to continue remotely during any facility closure.

<sup>2</sup> Employees seeking reasonable accommodations related to the COVID-19 outbreak will be able to utilize an abbreviated process to secure accommodations by emailing [accommodations@cced.edu](mailto:accommodations@cced.edu).

as needed, with no less than 24-hours of advance notice when possible, unless the RWP specifically states that the employee has specific "immediate response" responsibilities and must be available to physically respond to an urgent situation at the permanent work site or other remote work site. The District will consider reasonable extensions of the 24-hour notice requirement should the employee need to make child care arrangements.

- ii. All existing duties, obligations, responsibilities, and conditions of employment remain unchanged to the fullest extent possible. Employees on an RWP are expected to abide by all District and departmental rules, regulations, and procedures, the Parties' collective bargaining agreement (the "CBA"), and District Board Policies and Administrative Procedures.
- iii. During the period that the classified employees are temporarily assigned to an RWP, the employee will check District-related email, telephone, and other designated communication methods on a consistent basis as if the classified employee were working at a District-site.
- iv. The District's rules and policies governing time and attendance, requesting and using leave, and expectations of performance remain unchanged under an RWP. Classified employees must obtain supervisor approval before taking leave in accordance with District policies, procedures, and the CBA.
- v. Classified employees are expected to be available and in a "ready-to-work" status during assigned business hours while on an RWP. Classified employees may not deviate from their assigned work schedule, and are required to take rest and meal breaks in full compliance with the CBA and the law. Classified employees are prohibited from working additional hours outside of their assigned work schedule, and are expressly prohibited from working overtime without prior approval from their supervisor. Classified employees are required to notify their supervisor within one business day of any failure to take a scheduled rest or meal break, or of any work performed outside of the established RWP schedule.
- vi. With the understanding that the District has limited resources, the District shall make reasonable efforts to provide classified employees with the tools, technology, and assets to successfully transition to an RWP. Classified employees are solely responsible for establishing and maintaining an appropriate RWP workspace, and in the event that the District is unable to provide the necessary assets, classified employees may be asked to use personal equipment, if already available to the classified employee. Network costs, workspace furniture, and energy or data charges, will not be paid for by the District unless the District expressly agrees otherwise in advance of the classified employee incurring the cost. The District shall provide all required training, technical support, and technologies that any classified employee needs to successfully transition to an RWP. Classified employees shall not be required to purchase furniture, equipment, technologies, supplies, or services in order

to successfully transition to an RWP. Classified employees shall work with their manager to determine what technologies, resources, and trainings may be required.

- vii. Classified employees will comply with all District rules, procedures, and policies governing use of equipment and technology. District-provided equipment will be serviced and maintained by the District. Classified employees are responsible for servicing and maintaining any personal equipment, materials, and technologies provided and used by the classified employees for business purposes during an RWP.
- viii. If approved for a Virtual Private Network ("VPN") account, classified employees are required to use either a mobile device (e.g., laptops, tablets), or a personal desktop and, if approved by the District, a mobile phone owned and issued by the District. The District shall provide all required training and support that any classified employee needs to successfully transition to the use of a VPN.

If a classified employee will use a personal mobile device or personal desktop while on an RWP, the classified employee must consult with their manager as well as the District's Information Systems staff to ensure appropriate set up of the personal device(s). Classified employees are prohibited from tampering with any software, firmware, or hardware provided by the District or loaded onto the classified employee's personal devices to enable the classified employee to perform District work.

Regardless of whether using personal or District-owned devices for District work while on an RWP, classified employees are responsible at all times for the access, use, and security of those devices. Classified employees must not download any confidential data related to students or employees such as Personal Identifiable Information ("PII") from Banner or any other District data system. Classified employees must be sure to connect mobile devices from a secured network (i.e., one that requires a username and password). Classified employees must take reasonable precautions to prevent third parties from accessing or handling sensitive and confidential information that they access while telecommuting. Classified employees agree to close or secure all connections to District desktop or system resources (i.e., remote desktop, VPN connections, etc.) when not conducting work for the District. Approval to use non-District issued mobile devices may be revoked by the District at any time at the District's discretion.

- ix. Classified employees on an RWP will be solely responsible for creating and maintaining a safe, ergonomically appropriate, and healthy work environment. Classified employees are required to report any concerns relating to the safety, ergonomic appropriateness, and health of the remote work site environment. Classified employees who are requested to return District assets to the District will do so within two business days of receiving the request.
- x. The District shall not be liable for damages to the personal or real property of classified employees during the course of performance of District duties or while

using District equipment in the classified employee's residence or other property, except as required by law.

- x. The District shall not be responsible for operating expenses, home or property maintenance, or any other incidental costs (e.g., utilities) associated with classified employees' participation in an RWP. Classified employees shall continue to be entitled to reimbursement for authorized travel and expenses while conducting business as assigned by the District pursuant to the District's reimbursement policies.
- xi. Injuries occurring while the classified employees are in a paid working status and performing assigned work shall be subject to workers' compensation laws and regulations, the same as work performed at a District-owned or operated facility.
- xii. Classified employees shall comply with all District policies and standards for safeguarding and protecting confidential business information, PII, student records, employee records, and any other sensitive information. Classified employees shall ensure that confidential, personally-identifiable, and all other sensitive information discussed, maintained, or disseminated in any form is handled in a manner consistent with District policies and procedures and which protects the information from unauthorized disclosure to the maximum extent possible. Classified employees will discuss with their supervisor the safeguards and protections to be used by classified employees.
- xiii. The District may terminate an RWP for any reason, at any time, with at least 24-hours notice to the classified employee when possible. The District will consider extending this 24-hour notice should the employee need to make child care arrangements.
- xiv. Classified employees assigned to an RWP will be required to sign a Remote Work Plan Agreement (attached hereto).

### III. Leaves

In the event that a classified employee's work site has been closed, and the classified employee declines or does not accept an assignment to an RWP, the classified employee may be eligible for a qualifying leave as outlined herein.

#### Sick Leave

Classified employees who are ill, due to COVID-19 or another medical condition, are eligible to utilize sick leave and apply for short term disability benefits, as appropriate. Classified employees who become ill due to COVID-19, and who do not have enough accrued sick leave to receive pay during the eligibility period for short-term disability benefits, will be permitted to "deficit spend" against sick leave that will be earned in the 2020-2021 fiscal year.<sup>3</sup> This does not include access to Extended Sick leave benefits beyond those already available this fiscal year. Classified employees who exhaust all

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<sup>3</sup> Classified employees who elect to "deficit spend" against sick leave or vacation that will be earned in 2020-2021, but who separate from the District before those benefits are earned, will have their final paycheck reconciled by the District for any overpayment.

paid leaves due to a medical condition also may be eligible for a job-protected, unpaid, leave of absence.

#### Family Illness

Classified employees caring for an immediate family member, such as due to exposure or possible exposure to COVID-19, may utilize Family and Medical Leave under Section 17.12 of the CBA.

Additionally, classified employees caring for an immediate family member are permitted to utilize up to 100% of their earned sick leave and vacation benefits to care for that family member. Classified employees also will be permitted to “deficit spend” against sick leave and vacation that will be earned in the 2020-2021 fiscal year for this purpose.

#### Child Care

Classified employees who are impacted by child care needs due to a COVID-19 closure of a dependent child’s school will be transitioned to an RWP, if feasible. If an RWP is not assigned, the classified employee will be permitted to utilize up to 100% of their earned sick leave and vacation benefits to provide necessary child care. Classified employees also will be permitted to “deficit spend” against sick leave and vacation that will be earned in the 2020-2021 fiscal year for this purpose.

#### Quarantine Leave

Should the District determine that an RWP is not viable for a particular classified employee, and if there is no available assignment for that classified employee on-site at the District, then that classified employee shall continue to receive remuneration from the District, at the classified employee’s regular rate of pay, for the period during which the classified employee is ordered by a governmental authority to be quarantined or to stay at home.

#### **IV. Reasonable Accommodations**

An abbreviated reasonable accommodations request process, to support remote work options and the use of leave, for classified employees who have a disability that may be impacted by COVID-19, will be made available.

#### **V. Performance Evaluations**

Performance evaluations that were due between March 16, 2020 through June 30, 2020 shall be deferred until July 1, 2020.

#### **VI. Workplace Safety Measures**

Training in the proper disinfecting and cleaning of workspaces in response to COVID-19 will be provided to all custodial personnel. Custodial personnel also will be provided with appropriate personal protective equipment and devices as appropriate.

The Parties agree that should an active case of COVID-19 be confirmed within the District, that cleaning and disinfecting services will be performed by a third-party vendor so that classified employees may reduce their potential exposure. No classified employee

shall suffer financial harm due to the District contracting with a third-party vendor.

Currently, supplies have been ordered and other measures have been taken to ensure the sanitary condition of District facilities.


**VII. Social Distancing Protocols**

Social distancing protocols for on-site work have been established consistent with those identified by the CDC, or other governmental entities as they become available. As of the date of this MOU, in-person meetings of one or more will be prohibited, and remote formats will be encouraged for all business interactions where feasible. Classified employees also are encouraged to maintain a distance of at least six feet between themselves and others.

Additionally, as COVID-19 was declared by the President of the United States of America to be a national emergency on March 13, 2020, and subsequently, the Board of Trustees declared a State of Emergency at the District, the Parties hereby agree that the District may take any temporary action as may be necessary to carry out its mission as the COVID-19 situation develops, so long as it does not impact compensation, accrued sick leave, vacation time, and rights and protections as set forth in the CBA. The Parties further agree that they will continue to negotiate any impacts and effects resulting from any District actions that impact CFCE or its unit members.

The Parties intend this MOU to settle all impacts and effects negotiations currently existing and related to the District's actions and decisions in implementing this emergency response. However, the Parties agree that subsequent events may require additional discussion or create additional impacts and effects, and agree to meet and negotiate over those matters in good faith.

 3/24/20  
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Andrew Deaso, CFCE President/Date

 3/25/20  
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Dr. Marco Baeza, CCCD Chief Negotiator/Date

  
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David A. Grant, Board President/Date

 3/25/20  
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John Weispenning, Ph.D., Chancellor