

May 4, 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” concerning the items set forth below.

Recitals

On March 5, 2020 Governor Newsom declared a California State of Emergency due to the COVID-19 outbreak, and on March 11, 2020 the World Health Organization officially declared the COVID-19 outbreak a pandemic. On March 13, 2020, the Health Officer of the County of Santa Cruz issued a Shelter-in-Place order through April 7, 2020. That date was extended many times, and the pandemic has persisted. The District prioritized the importance of maintaining safe facilities and operations for the benefit of the students, employees, and communities served by the District. In response to the COVID-19 pandemic and the District’s efforts to minimize further transmission, it became necessary in March of 2020 for employees to be reassigned to work from their homes or other locations and for faculty to transition to fully on-line instruction and student support services. The District and CCFT initially understood that this situation was to be temporary and in response to the fast changing and unforeseen events resulting from the COVID-19 pandemic. Now, over a year later, employees have continued to work from their homes or other locations, and we are still in the midst of the COVID-19 pandemic.

Agreements

1. *One-time payments for Full-time and Adjunct Faculty*

The District will make a one-time gross payment of either \$1,200.00 or \$2,400.00 (less required withholding for payroll taxes) for each member of the CCFT bargaining unit currently employed, as follows:

- a. Each faculty member who had an assignment for only the Fall of 2020 will receive \$1,200.00.
- b. Each faculty member who had an assignment for only the Spring of 2021 will receive \$1,200.00.
- c. Each faculty member who had an assignment for both the Fall of 2020 and the Spring of 2021 will receive a total of \$2,400.00.

The one-time payment is in consideration of the negative impacts of the COVID-19 pandemic and addressing changes in working conditions, including but not limited to increases in workload, changes in work location and space, and additional work-related and personal household expenses incurred by employees due to the COVID-19 pandemic and while working remotely for the period of July 1, 2020 through June 30, 2021 -- including but not limited to, increases in expenses associated with employee usage of personal utilities, internet/wifi, phone service, cell phone service, equipment/technology, supplies, and wellness/self-care as a result of changes in working conditions and working remotely.

Upon ratification of this Agreement by the Cabrillo Board of Trustees, the one-time payments would be paid out as taxable compensation on the CCFT employees' regular paycheck as soon as practicable, taking into consideration the extra workload imposed on the Business Office/Payroll Department to carry out all the steps necessary to make the payments. Most likely, the timing of payment would be on the May or June 2021 paycheck at the earliest, assuming ratification at the May 10, 2021 meeting of the Cabrillo Board of Trustees.

2. *Mitigating Pandemic Impacts on Adjunct Faculty Benefit Eligibility*

The District and CCFT agree to the following guidance regarding maintenance of adjunct faculty benefit eligibility for the 2021/2022 year and obtaining eligibility for the 2022/2023 year.

a. Overview

The COVID-19 pandemic and the subsequent transition to online classes negatively impacted class offerings during the 2020/2021 academic year. Under the CCFT Contract Section 14.4, adjunct instructors must maintain certain teaching loads to be eligible for and/or maintain eligibility for the District-paid benefit stipend for medical and dental insurance. The impact of the pandemic may cause some adjunct faculty members who were previously eligible for benefits to lose their eligibility. Others that were on the path towards eligibility may be forced to start the two-year initial eligibility process over. In the interest of maintaining benefits and not delaying benefits during a pandemic, the District and CCFT agree to the following for all adjunct faculty members.

b. Adjunct faculty members that were eligible for benefits during the 2020/2021 academic year

If an adjunct faculty member was eligible for benefits during the 2020/2021 academic year but did not teach sufficient units during the 2020/2021 academic year to maintain these benefits for the 2021/2022 academic year, the 2020/2021 year will not be held against them. They will retain their eligibility for the 2021/2022 academic year, so long as they remain a Cabrillo employee in good standing. Teaching units taught during the 2021/2022 academic year will then again be used as the basis for maintaining eligibility for the following year as described in section 14.4 of the CCFT Contract.

c. Adjunct faculty members that were moving towards eligibility

If an adjunct faculty member taught 15 or more teaching units during the interval of summer 2019 through spring 2020 as described in section 14.4.1 of the CCFT Contract but did not teach enough units during the interval of summer 2020 through spring 2021 to become eligible for benefits for the 2021/2022 academic year, the 2020/2021 year will not be held against them. They will not become eligible during the 2021/2022 academic year, but the units taught during the combination of summer 2019 through spring 2020 plus summer 2021 through spring 2022 will be used to determine eligibility for the 2022/2023 academic year. If eligibility is not obtained at that time, the initial eligibility process will start over as described in section 14.4 of the CCFT Contract.

3. No Precedent

The parties agree and understand that the terms of this MOU set no precedent nor have any bearing on the current CCFT Contract.

Date: May 5, 2021

For the District:

Angela R.
Hoyt




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Date: 2021.05.05
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Angela R. Hoyt, J.D.
Director of Human Resources & Labor Relations

For CCFT:

Tobin W.
Keller



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Date: 2021.05.05
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Tobin Keller
President, CCFT