

**MEMORANDUM OF UNDERSTANDING
BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
FACULTY ASSOCIATION OF RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT CCA/CTAJNEA**

This Memorandum of Understanding ("MOU") is entered into by and between the Rancho Santiago Community College District (hereinafter referred to as "District") and the Faculty Association of Rancho Santiago Community College District CCA/CTA/NEA (hereinafter referred to as "FARSCCD") (hereinafter collectively referred to as the "Parties"), and is expressly made pursuant to the Educational Employment Relation Act and the current Collective Bargaining Agreement ("CBA"). The purpose of this Memorandum of Understanding is to address unit members working conditions and campus operations during the COVID- 19 emergency situation.

This MOU between the Parties is not intended to change the terms of the current CBA but is instead a one-time, non-precedent setting agreement that may not be used as the basis of a past practice by either party.

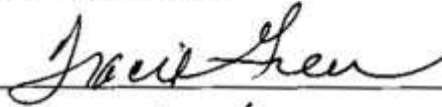
TERMS

1. The District is currently planning to transition many of its classes/courses to a Temporary Remote Instruction (TRI) format effective March 18th. Classes and courses will be fully transitioned by March 23, 2020. The anticipated date of return to normal campus operations and face-to-face instruction is April 27th, 2020; however, the parties understand this date may change as the COVID-19 emergency situation continues to evolve.
2. Given the State Chancellor's Office guidelines on Distance Education Addendums, both Parties agree to waive the requirement of a Curriculum Committee approved DE Addendum for each course and waive the Online instructional faculty qualifications for the TRI format. This is a mechanism to continue to provide instruction given the current COVID-19 emergency situation and take preventative measures to social distance and minimize further outbreak.
3. TRI is a provisional program in response to the COVID-19 situation. Pedagogy and methodology is the decision of the faculty of record. It is at the discretion of individual unit members to determine which class sections can be provided via different platforms either synchronous, asynchronous, virtually or online. Face to face class sections may be held as long as they comply with current COVID-19 preparedness guidelines.
4. Prior to March 23th, all bargaining unit members shall be provided time and necessary training to prepare and transition their courses to a TRI format and attend CANVAS and CONFERZOOM training.

- a. Part-time unit members who are currently working or are scheduled to work in Spring Semester 2020 will be paid up to 4 hours at the non-instructional rate for training to transition to a TRI format if they are not already working for the District in an online environment.
 - b. All unit members who do not have access to the technology tools to provide online education will be loaned said tools by the District.
5. During the COVID-19 emergency situation and temporary suspension of normal campus operations, evaluations of unit members currently subject to evaluation under Article 8 may be modified.
- a. Evaluations of unit members who were working online prior to the COVID-19 situation shall continue as scheduled unless there is mutual agreement to postpone until the 2020-2021 academic year. For unit members who were teaching both face to face and online their evaluations may be completed for their online class with mutual agreement of the unit member and Administration.
 - b. Evaluations of unit members that were scheduled for Spring 2020 and have had observations and student evaluations completed by March 13, 2020 will be completed in Spring 2020.
 - c. All other evaluations scheduled for Spring 2020 will be postponed until the 20202021 academic year.
6. During the COVID-19 emergency situation and temporary suspension of normal campus operations, completion of weekly instruction, office hours, and college service under the collective bargaining agreement may not be possible. Accordingly, the parties agree and understand:
- (1) Classes/courses held TRI may not correspond to the same day / time requirements as the originally scheduled in-person class;
 - (2) Faculty will adhere to course outline of record;
 - (3) To the extent possible, non-classroom assignments for both instructional and non-instructional faculty, under the collective bargaining agreement, may be conducted online and may not correspond to the same scheduling requirements as face-to-face responsibilities;
 - (4) To the extent possible, instructional bargaining unit members shall conduct office hours online such as Zoom, Canvas, and/or via email;
 - (5) To the extent possible, bargaining unit members shall conduct professional duties and responsibilities online, such as Zoom, and/or via email;
 - (6) Any bargaining unit member who is required by the District to come to campus, and is unable to do so because of children being out of school, concerns about bringing illness home to compromised family members, or their own concerns about exposure and has the ability to work remotely will have no deductions of leave.

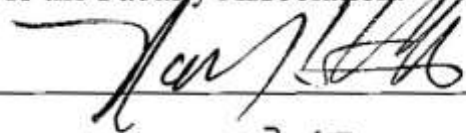
7. During the COVID-19 emergency situation and temporary suspension of normal campus operations, bargaining unit members shall continue to receive their full salaries and benefits.
8. If a unit member is diagnosed with COVID-19, they will inform via email the District Human Resources Vice Chancellor Tracie Green or Assistant Vice Chancellor Alistair Winter who will keep this information confidential to the extent practicable by law.
9. All other terms and conditions of work shall be in accordance with the current collective bargaining agreement between the District and FARSCCD. Following the return to normal campus operations and face-to-face instruction, unless otherwise negotiated by the parties, all terms, conditions, and agreements stated in this Agreement shall cease and return to that stated in the current collective bargaining agreement between the District and FARSCCD.
10. Entire Agreement: This Agreement constitutes the entire agreement and understanding between the Parties. There are no other oral understandings, terms, or conditions and neither party has relied upon any representation, express or implied, not contained in this Agreement. All prior understandings, terms, or conditions are deemed merged into this Agreement.
11. This Agreement is non-precedential, will not bind the Parties in any future action, whether under similar circumstances or not, and cannot be introduced in any grievance, arbitration, complaint, administrative or legal proceeding as evidence of past practice or intent of the parties or meaning or application of the collective bargaining agreement.
12. Modification: This Agreement cannot be changed or supplemented orally and may be modified or superseded only by a written instrument executed by both Parties.
13. Execution: The Agreement may be executed in several counterparts and shall be deemed legally effective at such time as the counterparts thereof, duly executed on behalf of both parties, have been furnished and delivered to the parties or attorneys for the parties to this Agreement.
14. Unless subsequent modifications to this agreement are negotiated, this Agreement will sunset on Monday, April 27th or when normal campus operations commence.

For the District:



3/17/2020

For the Faculty Association:



3-17-2020

**This MOU between the Parties is an addendum to the
COVID-19 MOU dated March 17, 2020**

Unit members will demonstrate competency in Remote Instruction,
as defined below:

- **Distance Education** is instruction in which the instructor and student are separated by distance and interact through the assistance of communication technology.
 - o **Remote Live** classes are distance education classes with weekly scheduled meeting days and times. Students will attend class virtually during the published course times. Canvas and other technologies will be required to complete coursework.
 - o **Remote Blended** classes are distance education classes with some scheduled meeting days and times.
Students will attend class virtually during these published times only. Additionally, students will log in to Canvas and complete work regularly throughout the week. Other technologies may be required to complete coursework.
1. All unit members will continue to develop and expand student services technologies or complete Canvas training for Remote Live or Remote Blended courses and develop and implement said courses shall receive up to 30 hours of Flex Credit for 2020-21. Flex hours submitted for this reason will not be rejected. Fall Common Days will not be predesignated by the District in order to complete this training and implementation.
 2. Unit members will demonstrate competency of the Remote Instruction certification in content such as listed in Appendix A, to remain in compliance of Title 5.
 3. The Remote Training Certificates are equivalent throughout the District.
 4. The transition to TRI satisfies the FLEX requirements for 2019-2020.
 5. Unless subsequent modifications to this agreement are negotiated, this Agreement will sunset on January 1, 2021 or when normal campus operations resume.

For the District:



Date 5/15/2020

For the Faculty Association:



Date 5/15/2020

COVID MOU TRAINING

Appendix A

Learning Objectives for Remote Live Instruction

Regular and Effective Contact

- Evaluate instructional methods and identify the differences between online and correspondence modalities
- Identify instructional methods that make a class a correspondence modality
- Identify methods of instructor-initiated regular and effective contact
- Identify instructional methods of creating regular and effective student-to-student contact in an online synchronous class modality
- Write an Instructor-Initiated Regular and Effective Contact policy designed to be put in the class syllabus
- Identify online class expectations for attendance and actively clearing the class roster
- Write a synchronous online class drop policy designed to be included in the class syllabus
- Write a Netiquette policy designed to be included in the class syllabus

FERPA

- Identify appropriate communication technologies for instructor-to-student feedback
- Identify appropriate student authentication methods and practices for
 - Attendance
 - Assessments
 - Classroom privacy

ADA

- Identify Americans with Disabilities Act (ADA) laws as they pertain to teaching in a synchronous online class modality
- Format an accessible document
- Format an accessible PDF
- Format an accessible presentation (PowerPoint, Keynote, etc.)
- Format an accessible Canvas Page, including headings, images, descriptive links, and tables.
- Add alt text to images in a document, PDF, and Presentation
- Demonstrate ability to Close Caption a video using 3CMediaSolutions
- Identify exemptions for providing closed captioning
- List all instructional technology tools used in the class and identify accessibility barriers in each
- Identify campus ADA support services
- Enable automatic transcription in Confer Zoom

Instructional Technologies

- Create a Canvas module containing
 - A Page containing an embedded and closed-captioned video
 - A Quiz with at least 10 questions containing at least 3 different question types
 - An Assignment
- Hide and Show Canvas course navigation items
- Upload a file and deploy that file in a Canvas Page as an attachment, a copy/paste page, and as a downloadable file link
- Identify configuration settings to secure Confer Zoom meetings