MEMORANDUM OF UNDERSTANDING
BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
FACULTY ASSOCIATION OF RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT CCA/CTA/NEA

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 pandemic.

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. This MOU supersedes all prior COVID-19 MOUs (3-17-2020, 5-15-2020, 9-14-2020 and 10-16-2020) will expire on August 8, 2021, or upon the lifting of the state of emergency by the Governor of California whichever comes earlier.

TERMS

Distance Education Terminology and Training

1. Distance Education is instruction in which the instructor and student are separated by distance and interact through the assistance of communication technology.
   a. Online: Asynchronous instruction in which the instructor and student are separated by distance and interact through the assistance of communication technology.
   b. Hybrid: Asynchronous instruction in which the instructor and student are separated by distance and interact through the assistance of communication technology plus any arranged scheduled real time interactions.
   c. Remote Live (RL): 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.
   d. Remote Blended (RB): Distance education classes that combine remote live and face-to-face interactions. Additionally, students will log in to Canvas and complete work regularly throughout the week. Other technologies may be required to complete coursework.

2. All unit members who complete Remote Instruction Certificate (RIC) 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.
   a. Unit members hired after Fall 2020 will have two months from their date of hire to complete required RIC training unless the unit member can provide certification of online training from a different institution of Higher Education and it is reviewed and approved the respective DE Coordinator.
3. The Remote Training Certificates are equivalent throughout the District.

4. Compensation for Remote or Online Training Certification for Part-Time Unit Members beyond FLEX compensation:
   a. Part-Time unit members are permitted to complete FLEX requirements for the entire college year at any time from July 1 to June 30 through completion of Remote Instruction Certification (RIC) or Online Training Certification (OTC) for the actual number of hours of training completed, up to a maximum of 30 hours.
   b. Part-Time unit members who earn the RIC or OTC (under the parameters above) by April 1, 2021, will be paid up to 30 hours for the actual number of hours of training completed, at their non-teaching rate, for any hours not met by their 2020/2021 FLEX obligation. For Part-Time unit members who are not FLEX eligible in Fall or Spring, this compensation maxes out at 30 hours.
   c. Part-time faculty hired for Spring 2021 or after who are not already trained in online education delivery will have two months to complete the above trainings and will be compensated in the same manner.
   d. Part-Time unit members are responsible to submit an email to their Dean requesting payment if they believe that their FLEX requirement does not meet the 30 hours RIC or OTC training.
   e. Part-time unit members who were employed in Fall 2020 and do not have an assignment in Spring 2021 are still eligible for this payment.
   f. To be eligible for this up to 30-hour payment, a Part-Time unit member needs to complete the RIC or OTC certificate between June 1, 2020 and April 1, 2021. This will be paid no later than May 30, 2021.

5. Full Time Unit members who do not complete the RIC may not be eligible for overload or intersession assignments until such time that the Full-Time unit member demonstrates competence by completing the RIC, or approved equivalent.

6. Part Time Unit members who do not complete the RIC may not be eligible for rehire until such time that the Part Time unit member demonstrates competence by completing the (RIC), or approved equivalent.

**Return to Face-To-Face Work**

7. In coordination with Administration, face-to-face class sections may be held as long as they comply with current COVID-19 preparedness guidelines of the State of California, the County of Orange and Return to Work (RtW) plan approved by the RSCCD Board of Trustees.

8. The District will provide appropriate personal protective equipment, (such as masks, face shields, and hand sanitizer) when unit members return to the workplace.

9. Unit members will not be asked to work in locations that do not comply with the current COVID-19 preparedness guidelines of the State of California, the County of Orange and Return to Work (RtW) plan approved by the RSCCD Board of Trustees.

10. If a unit member believes that their work environment is not in compliance per number 9 above, they will bring their written concerns to their supervising administrator and a written response should be received by the unit member within two workdays. If the unit
member does not receive a written response from the supervising administrator, the unit member will bring it to the attention of the respective Vice President. Unit members will not be expected to perform face to face work until the matter is resolved and will have no loss of leave, pay or benefits.

11. Notification of COVID-19 Exposure: The District will make appropriate notifications per the current California COVID guidelines. If a unit member is required to quarantine because they were in ‘close contact’ with an individual who tested positive, the unit member will quarantine per guidelines and continue to work remotely. If remote work is not possible, the employee will use appropriate leaves.

12. Students who do not provide the appropriate and required COVID-19 acknowledgement form or related safety documentation to the faculty member on or before the first face-to-face meeting, or who refuse to wear a mask and follow other protocols may be subject to disciplinary action.

13. For meetings of the Return to Work committee that occur after November 15, 2020, FARSCCD will select three-unit members for participation.

Evaluations

14. Evaluations that are due to be completed in Spring 2021 or later will proceed as scheduled.
   a. Submissions for portfolios will be electronic and are only required to contain materials from 2020-2021 and thereafter. Access to prior year’s portfolios will be provided to committee members or the evaluatee as requested.
   b. Remote Live and Remote Blended: The unit member and evaluator(s) will determine which observation forms (“Classroom/Worksite Observation Report” or the “Faculty Observation Report for Online Classes”) will be used in order to focus on the primary teaching modality in use.
   c. Online courses: The unit member will be evaluated following the process for online class evaluations outlined in the CBA.
   d. Only evaluators who have completed the RIC or the OTC are qualified to evaluate Remote Live and Remote Blended courses.

15. Evaluations for tenured unit members who were scheduled for evaluation in Spring 2020, Fall 2020 or Spring 2021: the evaluation will occur or be completed by the end of Spring 2021 upon written mutual agreement between the unit member and the evaluating administrator. Submissions for portfolios will be electronic and are only required to contain materials from 2020-2021.
   a. Evaluations for tenured unit members for Fall 2021 or later will occur as scheduled. Submissions for portfolios will be electronic and are only required to contain materials from 2020-2021 or later.

16. Evaluations for part-time unit members who were scheduled for evaluation in Spring 2020, Fall 2020 or Spring 2021: the evaluation will occur or be completed by the end of Spring 2021 upon written mutual agreement between the unit member and the evaluating administrator unless doing so would negatively impact reemployment preference rights or they are new to the District in Spring or Fall 2020 and are subject to evaluation in both Fall 2020 and Spring 2021.
a. Evaluations for part-time unit members in Fall 2021 or later will occur as scheduled.

17. Observations of non-teaching unit members will be evaluated using the current face-to-face forms.

Other

18. The Academic Senate has determined the broad modalities for instruction (ONL, HYB, RL, RB, and F2F). The Administration retains its right of assignment. In consultation with Administration, faculty communicate their preference and availability, which may include individual health and safety issues related to COVID-19. Pedagogy and methodology are the decision of the faculty of record. This means that faculty may teach via different modalities either synchronous, asynchronous, remotely, virtually, online, or face-to-face.

19. To the extent possible, instructional bargaining unit members shall conduct office hours online, via Zoom, and/or via email. During this time, requirements that bargaining unit members complete five (5) hours of office hours per week, under the collective bargaining agreement shall be waived.

20. To the extent possible, bargaining unit members shall conduct professional duties and responsibilities online, via Zoom, and/or via email. Responsibilities under collective bargaining agreement, that cannot be conducted remotely, shall be waived.

21. Any bargaining unit member who is unable to come to campus because of children being out of school, concerns about bringing illness home to compromised family members, or their own concerns about exposure will have the right to work remotely. If they are unable to work remotely they will utilize the appropriate leaves.

22. A full load for full time unit members is defined as 30 LHE per year. Any full-time unit member who is unable to make a full class load shall have the following options: use existing banked leave, working a reduced load, or completing a mutually agreed to project in order to satisfy all or part of their load responsibilities.

23. If a unit member who has been present at any District function within the past 14 days is diagnosed with COVID-19 they will inform the District Human Resources designee Tracie Green and Don Maus who will keep this information confidential to the extent practicable by law.

Terms and Agreement

24. All other terms and conditions of work shall be in accordance with the current collective bargaining agreement between the District and FARSCCD. Immediately following the end of COVID 19 Pandemic restrictions by the State of California, 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.
25. 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.

26. 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.

27. Modification: This Agreement cannot be changed or supplemented orally and may be modified or superseded only by a written instrument executed by both Parties.

28. 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.

29. Unless subsequent modifications to this agreement are negotiated, this Agreement will sunset on August 8, 2021, or upon the lifting of the state of emergency by the Governor of California whichever comes earlier.

For the District:  
__________________________________  For the Faculty Association:  
__________________________________  
__Mark Smith__ (Dec 17, 2020 13:40 PST)  
Mark Smith (Dec 17, 2020 17:19 PST)  
Dec 17, 2020  
Dec 17, 2020  
Date  
Date