

Memorandum of Understanding
between
El Camino Community College District
and
El Camino College Federation of Teachers

This Memorandum of Understanding (MOU) is an extension of the current MOU dated March 20, 2020, and shall be effective July 1, 2020 through December 31, 2020. This MOU may mutually be revised or extended in writing as necessary. This MOU extension is entered into regarding continued prudent measures to address working conditions during the reopening of business per Governor Newsom's phased plan.

1. **Online Instruction and Student Support Services.** Faculty may choose to continue to offer asynchronous online instruction and student support services during the Fall 2020 semester. Online instruction and student support services shall not be a requirement during the term of this MOU extension. DE certification shall be required for online designated courses.
2. **Remote Instruction and Student Support Services.** Faculty may choose to offer instruction and student support services in a remote format with elements of synchronous instruction and support services during the Fall 2020 semester. Faculty choosing this format may return to campus if the Governor's plan allows. DE certification shall not be required for remote instruction.
3. **Instructor-Initiated Interactions.** Unlike correspondence education, in which students are responsible for initiating contact with the instructor, instructors using DE actively initiate interaction with their students as a group and individually
4. **Frequent and Timely, i.e., Regular Contact/Interactions.** The measure of "regular contact" is based on a standard that is at least the same as it would be in a traditional face-to-face class. Instructors may exceed this minimum at their discretion. The number of asynchronous or synchronous hours that an instructor is available to students enrolled in a DE class should be at least equal to the number of hours of availability as required for face-to-face classes of the same courses.
5. **Substantive Contact/Interaction.** Substantive contact with students and delivery of course content includes instructor interaction with the entire group of students in the course section based on a well-defined schedule of availability, deadlines, feedback, and exchanges that are included in the instructor's syllabus. Instructors define their schedules in the syllabus and in other appropriate locations within the course management system. Some means of achieving "substantive contact" include, but are not limited to: a) Follow-up questions on a discussion board to assist students in reaching a higher learning potential; b) Timely, personalized feedback on assignments, discussions and/or quizzes that guide students to further knowledge and skills; feedback on student assignments should identify specifically what has been done correctly, needs improvement, or guides students to the next steps of learning; c) course materials (ex. Recorded webinars, videos, and reading materials) which facilitate synchronous or asynchronous interactions and require the student to contact the instructor or participate in an online discussion moderated by the instructor; d) instructor announcements to the class

regarding course content and upcoming assignments; e) synchronous online meetings and chats that further explore course material and answer student questions.

6. **In Case of Interrupted Regular Contact.** Interruptions in instructor contact (such as illness or an emergency that takes the instructor offline) should include notification to students via class announcement, email and/or Discussion Board, or another course tool, stating the duration of the interruption.
7. **Notice to the District.** Faculty shall inform their Dean/Director by July 1, 2020 in writing via email of the format (online or remote) they choose to provide for the Fall 2020 semester. Written notice shall include the course name, mode of instruction (online or remote), and whether or not the faculty member is willing to transfer work assignment to an in-person format should the campus fully re-open during the Fall 2020 semester. Format choice, once selected and confirmed in writing, cannot be revoked except by mutual agreement between the Dean/Director and the Faculty Member. Faculty choosing the online format must ensure that course delivery encompasses the required Instructor-initiated Interactions, Frequent, Timely and Regular Contact and Substantive Contact.

Faculty who cannot convert instruction or student support services to either an online or remote format shall also provide written notice by the July 1, 2020 deadline to their Dean/Director. Such faculty will be reassigned by their Dean/Director to other appropriate tasks that align with their job description.

8. **Restrictions.** The District will follow requirements from the Los Angeles County Department of Public Health regarding faculty who are considered "high risk." These faculty members will be required by the District to remain at home working remotely. NOTE: Whether or not someone is considered "high risk" because they are living with someone will be a Los Angeles County Department of Public Health determination.
9. **Campus Re-Opening.** The District will follow requirements from the Los Angeles County Department of Public Health and the District's COVID-19 Task Force regarding COVID-19 and related State of California guidelines applicable to Los Angeles County regarding the safe re-opening of college campuses. These requirements will be posted on the District website. All employees will cooperate with the District in following these requirements during the term of this MOU. This task force shall have 3 faculty representatives. NOTE: There are currently three faculty members on the COVID-19 Task Force.
10. **Transition Stipends.** Faculty who transitioned face-to-face courses to an online format during the Spring 2020 semester shall receive a flat-rate stipend, less applicable deductions, in the following amounts:
 - \$600 – For Part-Time Non-Instructional Faculty
 - \$1000 - For Full-Time Non-Instructional Faculty
 - \$1200 - For Instructional Faculty who converted one class
 - \$1400 - For Instructional Faculty who converted more than one class
 - \$1000 – For technology/instructional supplies for all Faculty

In addition to the above stipends, faculty members who completed their DE Certification in Spring 2020 shall receive an additional \$650 stipend. Faculty members who complete their DE Certification in Summer 2020 shall receive a \$650 stipend.

Stipend payments will begin to be processed upon ratification of this MOU.

- 11. DE Certification.** All faculty who provide online instruction in fall 2020 will be required to be DE (Distance Education) certified. Faculty teaching remote courses during an emergency closure or other District-determined crisis in fall 2020 will be exempt from such required certification for the duration of the emergency.
- 12. Additional Workdays.** The District may need to add additional workdays to the current academic year (AY 2019-2020) per board resolution 05-18-2020C “for programs that require in-person instructional hours for students to fulfill completion and/or licensing requirements” or the following academic year (AY 2020-2021) for fall 2020 for programs approved by the Academic Senate and Board of Trustees by resolution. Programs approved for extension include Fire Academy, POST, EMT, Nursing, and Radiologic Technology. For Spring 2020, faculty who are required to teach June 13 – June 30 shall be compensated at their regular rate of pay prorated for the extended time frame. Should additional workdays or other measures be sought by the District, the parties agree to meet and negotiate concerning the implementation and compensation.
- 13. Notification.** The District will continue to inform the Federation bargaining unit members as soon as practicable should it learn of a confirmed positive, symptomatic or asymptomatic COVID-19 case on campus pertaining to District employees, students, or community members that have utilized District facilities within 14 calendar days from the date the District has been informed. If the individual has not been on campus for more than 14 calendar days from the date the District has been informed, then no notification will be required. Names of individuals who test positive for COVID-19 shall only be released to the Los Angeles County Department of Public Health, or upon direction from the Los Angeles County Department of Public Health or other authorized agency. Should the 14-calendar day period of presumed infectiousness be revised by the Los Angeles County Department of Public Health, then the District will follow such dates.
- 14. Training and Cooperation.** The District will continue to provide faculty with training regarding COVID-19 and required reopening procedures.
 - a. Training will encompass topics such as public health measures, hygiene, sanitation and reopening procedures required by the Los Angeles County Department of Public Health to help prevent the spread of the virus in any workplaces where faculty are assigned to conduct their duties.
 - b. The District shall train employees how to put on, use, remove and dispose of PPEs.
 - c. The District shall continue to communicate with employees and students if it is suspected that they have come in contact with a confirmed, positive COVID-19 case(s) within the previous 14 calendar days from the date the District has been informed. The District shall share this protocol with all employees.
 - d. The Federation and the District shall continue to cooperate with each other in any necessary public health actions.

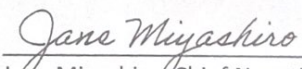
15. **Leaves.** Sick leave, extended sick leave, and/or catastrophic leave will be taken in accordance with the Collective Bargaining Agreement. The District shall authorize other leaves for COVID-19 in accordance with Emergency Paid Sick Leave and the Emergency Family Medical Leave Act. For more information, faculty should consult with Human Resources.
16. **Remote Learning Platforms.** Requirements provided by the Collective Bargaining Agreement for eligibility to participate in remote learning platforms will remain suspended until the Stay-At-Home Order ends.
- Online pedagogy and methodology continues to lie within the sound discretion of the faculty of record. Faculty members may determine online platforms including but not limited to either synchronous (remote) or asynchronous (online) instruction.
 - If the faculty member determines that the coursework is not feasible for online instruction for the Fall 2020 semester, an appropriate remote arrangement or a return to campus will be assigned as long as the faculty member is not in a high-risk pool.
17. **Faculty Evaluations.** Adjunct and Probationary Faculty evaluations shall be postponed for the Fall 2020 semester and the term for the Part-Time Faculty Rehire Priority List or for Tenure shall be extended for one year. Tenured Faculty evaluations shall be postponed for the Fall 2020 semester and will resume in Fall 2021.
18. **Fall 2020 Professional Development Day.** Because Article 8, Section 21(b) of the CBA indicates that faculty are required to attend 6 hours of mandatory activities on Fall Professional Development Day, the Federation and District agree to amend Article 8, Section 21(b) to allow for a remote synchronous general session as well as remote synchronous division/department meetings on Fall 2020 Professional Development Day (total 3 hours.) Faculty are still required to complete 24 flex hours for the 2020-2021 academic year.
19. **No Precedent.** This agreement does not set precedent in future situations nor may it be used as the basis of a past practice by either party. Its terms are limited from July 1, 2020 to December 31, 2020.
20. **Authority to Approve Agreement.** It is agreed and understood that based upon the urgent need to adopt this MOU, no ratification shall be required by either the Governing Board or the Federation.

For the Federation:


Chris Jeffries, Chief Negotiator

6/3/2020
Date

For the District:


Jane Miyashiro, Chief Negotiator

6/3/20
Date