

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 June 3, 2020, and shall be effective January 1, 2021 through June 30, 2021. 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. **Faculty Notice to Dean/Director.** Faculty shall inform their Dean/Director by November 13, 2020 in writing via email of the format (asynchronous, synchronous, or flexible) they choose to provide for the Spring 2021 semester. For this MOU, asynchronous shall be defined as online instruction with no regular meeting times. Synchronous shall be defined as online instruction with regular weekly meeting times as determined between the faculty and their Dean/Director listed in the schedule of classes. Flexible instruction shall be defined as asynchronous instruction with some elements of synchronous instruction. Flexible instruction designation shall apply to all instruction not encapsulated in the synchronous and asynchronous definitions above. For example, flexible instruction may entail synchronous times for exams, quizzes, and/or irregular meetings). Written notice shall include the course name, mode of instruction (asynchronous, synchronous, or flexible), and preferred instructional days/times for synchronous instruction. 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 asynchronous format must ensure that course delivery encompasses the required Instructor-initiated Interactions, Frequent, Timely and Regular Contact and Substantive Contact.

This MOU applies to all faculty, regardless of their employer or location of employment, who teach courses in the Dual Enrollment program, with the exception for in-person courses taught at high school locations, required by the high school employer, during the term of this MOU.

Faculty who cannot convert instruction or student services to an online (asynchronous, synchronous, or flexible) format shall also provide written notice by the November 13, 2020 deadline to their Dean/Director. Full-time faculty will be reassigned by their Dean/Director to other appropriate tasks that align with their job description.

2. **DE Certification.** Faculty who are listed in the schedule of classes to provide asynchronous instruction during the Winter 2021 intersession and/or Spring 2021 semester will be required to be DE (Distance Education) certified. Faculty who provide synchronous or flexible instruction during the Winter 2021 intersession and/or Spring 2021 semester will be exempt from the DE certification requirement for the duration of this MOU.

It is highly recommended that faculty teaching synchronous or flexible instruction enroll in District online certification training in order to learn pedagogy associated with online instruction. Faculty who complete their DE Certification between Fall 2020 through December 17, 2021 shall receive a \$650 flat-rate stipend, less applicable tax deductions.

3. **Office Supplies and Equipment.** Faculty who require office supplies to perform their duties may contact their Division Dean or Director for assistance to obtain supplies reasonably required to effectively conduct online instruction and student services. Adjunct Counselors who require a District-supplied laptop to communicate with students, may contact their Division Dean or Director for assistance. The District will provide a technological solution for Counselors to be able to call students.
4. **Online Instruction and Student Services.** Faculty may choose to continue to offer instruction and student services during the Winter 2021 and Spring 2021 semester in the asynchronous, synchronous, or flexible format. DE certification shall not be required for courses without a DE designation.
5. **Instructional and Non-Instructional Delivery.**
 - Asynchronous/Synchronous/Flexible pedagogy and methodology continues to lie within the sound discretion of the faculty of record.
 - If the full-time faculty member determines that the coursework is not feasible for asynchronous, synchronous, or flexible instruction, an appropriate non-instructional assignment will be arranged by the Dean/Director.
 - Face-to-face instruction for courses deemed an “essential industry” (based on the Governor’s classification) like healthcare, public safety, and manufacturing may be required on campus during the term of this MOU when permitted by public health officials in Los Angeles County and the State of California.
6. **Instructor-Initiated Interactions.** Unlike correspondence education, in which students are responsible for initiating contact with the instructor, instructors using synchronous, asynchronous, or flexible instruction actively initiate interaction with their students as a group and individually.

- 7. Regular and Substantive Interaction.** Instructor contact will follow guidelines set forth in Title 5, Section 55204 which states in part, distance education “includes regular effective contact between instructor and students, and among students, either synchronously or asynchronously, through group or individual meetings, orientation and review sessions, supplemental seminar or study sessions, field trips, library workshops, telephone contact, voice mail, e-mail, or other activities.” Some example means of achieving “substantive interactions” include: 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, what needs improvement, or that guides students to the next steps of learning; c) course materials (e.g., 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. Note: Utilization of all examples on this list is not required to meet the minimum standard for substantive contact. Regular and substantive interaction is required per Title 5, Section 55204.
- 8. 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. These interruptions/absences must also be reported to the division office.
- 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. The COVID-19 Task Force shall continue to have 3 faculty representatives on its advisory team. NOTE: There are currently three faculty members on the COVID-19 Task Force.
- 10. “Vulnerable” Faculty.** If a faculty member who is returning to in-person instruction or student service considers themselves to be at higher risk (or “vulnerable”) of severe illness to themselves or to a household member if they contract the virus that causes COVID-19, such faculty member should contact the Director of Human Resources. The Director of Human Resources will work with the faculty member and their healthcare provider to document any physical restrictions, if any, that can be accommodated by the District to facilitate work on campus.

11. **Leaves.** Faculty who are eligible to take sick leave, extended sick leave, and/or catastrophic leave may do so in accordance with the Collective Bargaining Agreement. The District shall authorize Emergency Paid Sick Leave and Emergency Family and Medical Leave for reasons related to COVID-19 in accordance with the Families First Coronavirus Response Act. For more information, faculty should consult with Human Resources.

12. **Notification of Positive COVID-19 Campus Cases.** 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.

13. **Training and Cooperation.** The District will continue to provide faculty with training regarding COVID-19 and required reopening procedures. Training and other COVID-19 related information shall continue to be posted on the District's COVID-19 website. The Federation and the District will continue to cooperate with each other in good faith in any necessary public health actions.

14. **Faculty Evaluations.** Adjunct and Probationary Faculty evaluations shall be resumed during the Spring 2021 semester in a modified format. In accordance with Article 20, Section 5, the District recommends that the evaluation committee will review and make recommendations by no later than November 30, 2020 on the following:
 - Self-Evaluation and related materials (see Article 20, Section 1e or 3d)
 - Abridged Peer/Dean Evaluation (see Attachment A)
 - Abridged Student Survey (see Attachment A)
 - Conference Report (see Article 20, Section 1i or 3g/h)

By the second week of December 2020, the parties will meet to complete negotiations on this matter.

During Spring 2021, the overall evaluation for Adjunct and Probationary Faculty will be either “satisfactory” or “needs improvement.” Probationary Faculty receiving an overall satisfactory evaluation will advance to the following contract year or to tenured fifth-year status, as applicable. Adjunct Faculty receiving an overall satisfactory evaluation shall receive credit for Spring 2021 towards their reemployment preference.

Upon receipt of the recommendations from the evaluation committee, the parties shall immediately meet and negotiate the evaluation procedures for adjunct and probationary faculty for Spring 2021.

Tenured Faculty evaluations shall resume in Fall 2021, per previous agreement.

15. **Spring 2021 Professional Development Day.** Faculty will be required to attend 3 hours of mandatory activities on Spring 2021 Professional Development Day, which will be conducted through a remote synchronous general session as well as remote synchronous division/department meetings for a total of 3 hours. Faculty are still required to complete 24 flex hours for the 2020-2021 academic year.
16. **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 January 1, 2021 to June 30, 2021.
17. **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:



Nicholas McGrue, Chief Negotiator

11/6/2020

Date

For the District:



Jane Miyashiro, Chief Negotiator

11/6/20

Date