This Memorandum of Understanding (MOU) is entered into between the Shasta-Tehama-Trinity Joint Community College District (District) and the Shasta College Faculty Association/CTA/NEA (Association) concerning the Parties’ mutual understanding as to their arrangement during the coronavirus (COVID-19) pandemic. Specifically, on March 5, 2020, California Governor, Gavin Newsom, declared a State of Emergency due to the COVID-19 outbreak; on March 11, 2020, the World Health Organization officially declared the COVID-19 outbreak a pandemic; and on March 19, 2020, Governor Newsom issued a Stay At Home Order (Executive Order N-33.20). Further, the District’s Board of Trustees on March 13, 2020, declared a local state of emergency, granting the Superintendent/President authority to take any and all necessary action to prepare and respond to the COVID-19 outbreak, including suspending current provisions of the Classified Employees’ Contract. The parties agree as follows:

1. The District and Association share an interest in continuity of instructional and non-instructional services to students and the community during the COVID-19 pandemic. The District and Association recognize public health and the safety of students and faculty are the highest priorities during the pandemic. The District and Association agree maintaining instruction and services to students is a vital public service impacting the health and wellness of the community.

2. The District and Association agree Distance Education is the primary instructional modality available currently to provide instruction and services while public health agencies recommend and require social mitigation strategies to contain the COVID-19 pandemic. The District and Association mutually agree to the terms of this MOU in order to modify the current Academic Master Contract, where appropriate, and to specify additional terms and conditions of employment for unit members during the 2020 spring semester.

3. The District and Association acknowledge Article 12.0, sections 12.1 and 12.2 provide the right of the District to direct, manage, and control operational matters without an
obligation to meet and negotiate, except where the District intends to or engages in unilateral changes of mandatory subjects of bargaining. The District and Association affirm mutual commitment to proactive communication and consultation, as appropriate, in the District’s exercise of its authority under section 12.2 and negotiation of mandatory subjects of bargaining as soon as feasible during the pandemic emergency.

4. During any District closure or suspension of operations, the District may require some unit members determined to be essential (as described in Exhibit A attached hereto and incorporated by reference) to its continued operations to remain onsite and perform their regular work assignment or work outside of their regular work assignment pursuant to Government Code § 3100. Other unit members not required to remain at work shall work remotely as described below or in Exhibit A or be “on call” and subject to direction by the District during their normal scheduled work day.

5. In the event any District facility is closed, or any District operations are suspended due to the COVID-19 pandemic, unit members will not suffer any loss of pay or benefits relative to their regular schedules for the period of closure or suspension, but shall continue in paid status while: performing work duties remotely to the extent possible under the circumstances of this emergency, or reporting to work to perform essential duties, or being available “on call” during working hours as referenced above. The District will provide resources and assistance, wherever possible, to enable unit members to perform duties remotely, as described below. The Association agrees that during this period of emergency only, unit members may be required to perform general tasks outside of their normal work duties to assist the District in maintaining the continuity of operations.

6. In the event a unit member is exposed to COVID-19, or is taken ill with COVID-19, the unit member may use available leaves without fear of reprisal. Unit members who have exhausted accrued sick leave may use extended sick leave. Unit members belonging to populations deemed by an appropriate Federal or State authority as uniquely vulnerable (e.g., 65 years or older and/or afflicted with a chronic health condition) may be allowed to self-quarantine at no loss to individual leaves or pay and continue in paid status while performing work duties remotely to the extent possible under the circumstances of this emergency. The District will provide resources and assistance, wherever possible, to enable unit members to perform duties remotely. Those unit members with medical proof of exposure to persons infected by the COVID-19 will be granted leave as liberally as lawfully possible and in accordance with any applicable Federal and State requirements. The Association will notify its members of the Parties’ commitments under this Agreement, which include transitioning existing face-to-face courses to distance education modalities, participating in training on using distance education-related technologies, alternative work assignments when courses must be cancelled, continuation of evaluations where feasible, part-time faculty office hours, and compensation for additional duties necessary to achieve the District’s mandated conversion to distance education modalities.
7. The District affirms it will follow the provisions of Article 14.0 – Distance Education Systems, throughout the duration of the 2020 spring semester, with the exception of sections 14.2 and 14.3.

   a. Section 14.2 requires establishment, review, and approval of a course using distance education in the same manner as other courses. Given the sudden and immediate need for the District to institute distance education where feasible during this pandemic, the Parties agree to suspend the course establishment, review, and approval process of Section 14.2 for the 2020 spring semester. In doing so, the Parties agree to work together to fast track the adaptation of current classroom course instruction to an online format to increase the availability of distance learning to students during the 2020 spring semester.

   b. Section 14.3 limits courses using distance education systems to a class size of 35 students, without mutual agreement of the unit member. The Parties agree to suspend the online class size limit of 35 students in Section 14.3 for the 2020 spring semester for those courses transitioning to distance education. Courses will maintain their current enrollment when transitioned from face-to-face to distance education modalities. Any course given additional load value in accordance with section 4.1.1 will maintain its assigned load value when moved to a distance education modality.

8. Compensation:
   a. The District acknowledges the additional work and burden placed on unit members due to the requirement to transition face-to-face instruction and non-instructional services to a distance education or remote online format. The District agrees to suspend all face-to-face instruction and non-instructional activities on March 16 and March 17, and all face-to-face instruction from March 18 through March 20 to allow unit members additional time to prepare for this transition. Accordingly, all unit members shall remain in paid status as if their regularly scheduled work activities were being performed during this time, absent the COVID-19 pandemic. This preparation time shall be used to transition to distance education and remote services for the 2020 spring semester only.

   b. For the 2020 spring semester only, the District shall pay a $100 stipend to unit members per unique course modified to use the Canvas shell to upload files and content, post announcements, and create discussion boards or other methods of facilitating student interaction which did not utilize these features in Canvas previously.

      i. The District acknowledges there may be unique courses with multiple sections which require significant additional work to modify for Canvas use
as described above. Unit members may submit a request for additional stipends for sections within a course which require significant additional work. The Vice President of Instruction shall review the requests and may request specific evidence of additional work performed. A written justification for any denial of the stipend for a section within a course must be provided to the unit member.

c. For the 2020 spring semester only, the District agrees to pay a $100 stipend to unit members per unique course for incorporating the Gradebook tool and Zoom for video conferencing.

d. For the 2020 spring semester only, the District agrees to pay a $100 stipend to unit members for attending training remotely to support the distance education efforts stated above.

e. The stipends provided in items (a) through (d) above will be payable once the course is published, as defined within the Canvas technology. Unit members should record their participation in the activities stated in items (a) through (d) above and report them to their division office. Unit members may elect to use FLEX credit in lieu of the stipend. Alternatively, unit members may perform the above duties as part of the “other instructional duties” stated in Articles 2.0 and 4.0 in the Academic Master Contract in lieu of the stipend.

f. To provide expanded opportunities for individualized support to faculty in transitioning current face-to-face instruction to a distance education system, the District may offer qualified unit members an opportunity to train faculty on Canvas, Zoom, and related distance education tools. Unit members qualified and preapproved by their supervising administrator to provide such training to faculty will be compensated at the rate of $50 per hour. Training may occur ad hoc or via an announced schedule. The District will create a schedule of hours with the unit member(s) to provide such training services to faculty. Service hours may be modified by mutual agreement of the unit member and Vice President of Instruction or designee. Unit members providing such training to faculty will submit a timesheet verifying the training hours worked if there is a reported dispute (e.g. a faculty member reports being unable to contact the assigned unit member during the scheduled hours of service). Unit members may decline the opportunity to serve as a trainer. Unit members who accept the opportunity to serve as a trainer may discontinue their service without reprisal, but must complete any assigned shift they have started, unless emergency circumstances prevent completion.

g. Payment for the stipends and training hours stated above will be made on the District’s supplemental payroll no later than May 10, 2020.
9. Work Cancellations
   a. In the event one or more regular course or work assignments must be cancelled
due to the COVID-19 pandemic, the District shall make reasonable attempts to
minimize any loss of income for unit members.
   b. If a regular assigned course or work assignment is cancelled for a full-time
   instructional unit member due to the pandemic, the unit member shall maintain
   their full rate of pay, year of service credit, and assigned load (for instructional
   unit members). No load deficit shall be applied for the 2020 spring semester
   when a full-time instructional unit member has a regular assigned course
cancelled due to the pandemic.
   c. In lieu of a load deficit, when a full-time unit member’s regular assigned course or
   work assignment is cancelled due to the pandemic, the unit member shall
develop a professional development plan addressing best practices in online
education pedagogy applicable to the unit member’s discipline, development of
knowledge and skill in using distance education and student service
technologies, and/or addressing student equity and success in distance
education and student service modalities. The professional development plan
must be submitted to the supervising dean and Vice President of Instruction. The
plan must list development activities to be performed and an estimated time of
completion. The plan should provide for an equivalent amount of work hours as
would have been necessary to complete the regular assigned work, where
possible.
   d. Overload course assignments for full-time unit members which must be cancelled
due to the pandemic are not eligible for the alternative assignment stated in item
(c).
   e. In the event a course or regular work assignment for a part-time unit member
(instructional or non-instructional) is cancelled due to the pandemic, the Parties
agree the District may assign alternative work assignments, including work
assignments outside the unit member’s normal duties, including professional
development. The unit member shall suffer no loss of pay as a result of the
cancellation and alternative work assignment. If a unit member declines the
alternative work assignment, they agree to forfeit the pay they would have
received for performing their regular assigned duties. If an alternative assignment
is not offered by the District, the unit member shall suffer no loss of pay.

10. Evaluations.
   a. The Parties agree that the pandemic has caused disruptions in instruction and non-
   instructional activities prohibiting the District and Association from fully complying
with the evaluation requirements in Article 5.0 of the Academic Master Contract.
The Parties agree all timelines currently stated in Article 5.0 for evaluation are
extended to June 30, 2020.
b. The District and Association agree to complete all evaluations, which may reasonably be completed, during the 2020 spring semester.

c. Evaluations which cannot be reasonably completed may be delayed to the 2020 fall semester.

d. Any dispute on whether an evaluation may be reasonably completed within the preceding timeframes shall be resolved by mutual agreement between the Vice President of Instruction and President of the Academic Senate. If mutual agreement cannot be reached, the evaluation shall be postponed to the 2020 fall semester.

e. The postponement of an evaluation shall not be used to delay a tenure or contract recommendation in the spring 2021 semester.

11. Medical Insurance Benefit.
   a. The District shall provide reimbursement for up to two co-pay fees for unit members and covered individuals on a HSA-Minimum Value, HSA-B or HSA-A medical plan who choose to use the MDLive telemedicine program (up to a maximum reimbursement of $40 per use, $80 total; under no circumstance shall the District reimbursement exceed $40 per use or $80 total).

12. Part-Time Instructional Faculty Office Hours
   a. Hourly Instructional unit members, including part-time members, shall conduct office hours via remote technology in accordance with Article 2, section 2.2.5 of the Academic Master Contract for all courses offered through distance education methods during the 2020 spring semester.

   b. The District will fully fund office hours for part-time instructional faculty and waive the annual contribution cap stated in Article 7.0, section 7.4.1. The pay rate for part-time office hours shall be $30 per hour.

13. This agreement does not supersede, constrain, or otherwise alter the Academic Master Contract, except as agreed in items one through eight above. The District and Association acknowledge the dynamic nature of the COVID-19 pandemic which may necessitate future bargaining of impacts.

14. The Parties acknowledge and agree that nothing herein limits the District’s authority to exercise its emergency powers as established by law, the applicable Collective Bargaining Agreement, policies, and administrative regulations during this pandemic.

15. The Parties agree this agreement shall not be precedent setting nor form any basis for a past practice.
16. The Parties agree this agreement may only be changed, modified, or superseded by written mutual agreement of both Parties.

17. This agreement expires on June 30, 2020 and is applicable to work performed for the 2020 spring semester only.

This agreement is in accordance with state and federal laws, education code provisions and the Collective Bargaining Agreement.

SHASTA-TEHAMA-TRINITY JOINT COMMUNITY COLLEGE DISTRICT

By: Dr. Joe Wyse
Superintendent/President

SHASTA COLLEGE FACULTY JOINT ASSOCIATION/CTA/NEA

By: Dr. Thomas Martin, President
EXHIBIT A

DISTRICT LIST OF
ESSENTIAL FACULTY POSITIONS

Full-time regular (tenured) Instructional Faculty
Full-time probationary Instructional Faculty
Full-time temporary Instructional Faculty
Full-time regular (tenured) Non-Instructional Faculty
Full-time probationary Non-Instructional Faculty
Full-time temporary Non-Instructional Faculty
Part-time Instructional Faculty
Part-time Non-Instructional Faculty

Includes all grant-funded, categorical-funded, and pro-rata positions