



MOU Between the
MiraCosta Community College District &
MiraCosta Community College District – Faculty Assembly
22-04

This Memorandum of Understanding (“MOU”) is entered into by and between the MiraCosta Community College District (hereinafter referred to as “District”) and the MiraCosta College Faculty Assembly (hereinafter referred to as “Assembly”) (hereinafter collectively referred to as the “Parties”), and is expressly made pursuant to the Educational Employment Relations Act and the current Collective Bargaining Agreement (“CBA”).

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. During the Fall 2022 semester, the District agrees to modify faculty workloads as follows:
 - a. Classroom Faculty: Classroom faculty may be assigned a hybrid class to meet the “on-ground” requirement of section C.13.3 of the contract. Any faculty member seeking an exception to the “on-ground” requirement must receive an exemption from the appropriate Vice President. With regards to on-ground or hybrid courses, current faculty schedules established by deans and the office of instruction through existing scheduling practices, will remain unchanged. After approval of this agreement, if any additional on-ground sections are added to the Fall schedule to meet student need, the District will make every effort to assign those sections to faculty members (full-time or associate) who agree to accept an additional on-ground assignment.
 - b. Non-classroom Faculty: In accordance with section C.2.5, non-classroom faculty are required to work thirty (30) hours per week on campus. During the Fall 2022 semester, at a faculty member’s request the appropriate dean may authorize non-classroom faculty to work up to fifteen (15) hours remotely from the thirty (30) hours on campus requirement. The hours approved to work remotely may consist of student contact and/or preparation hours. If student demand necessitates additional on campus hours for non-classroom faculty, the District will make every effort to assign the hours to faculty members (full-time or associate) who agree to accept additional on campus hours. The District maintains its right to

assign non-classroom faculty based on the needs of students, the department, and best interests of the program, in all cases except as those agreed to in this MOU and other applicable contractual agreements.

2. The District shall loan faculty members equipment necessary for remote work, such as computers, headsets, webcams, etc. Faculty members must submit an equipment request form to request any such equipment. To the extent that equipment is unavailable for loan to faculty, due to budget constraints or equipment shortages, the District shall provide faculty members with a safe place to work on campus.
3. Faculty members maintain Academic Freedom in decision-making related to the content of courses they teach, including the determination of course content provided synchronously and asynchronously. Faculty members understand that they must adhere to the scheduled delivery method as identified in the schedule of classes (i.e., online, hybrid, or on-ground).
4. The District will follow all state and local protocols to maintain a safe working environment for faculty.

Training

5. The District shall provide distance education support and training to faculty during the Fall 2022 semester.
 - a. A workgroup consisting of the Director of Online Education, Teaching and Learning Center Coordinator, and Vice President, Instructional Services will be established by this agreement (“Workgroup”).
 - b. The Workgroup shall be responsible for identifying appropriate faculty peer mentors for Fall 2022, as specified below.
 - c. **Fall 2022 Peer Mentors:** During the Fall 2022 semester, the District shall provide up to 400 hours in compensation for selected peer mentors to support faculty with distance education courses. The selection of peer mentors must be from a wide range of disciplines. Consideration should be given to faculty with online expertise and experience working collegially with their peers. Peer mentors may assist with the following:
 - i. Providing mentoring and/or professional learning to faculty assigned to teach in a particular modality who have limited or no previous experience teaching in that modality;
 - ii. Providing mentoring and/or professional learning to faculty who are making changes to the design and/or instruction of any distance education course section with the intent of improving student access, equity, and/or success, including

- adopting/adapting Open Educational Resources and/or other Zero Textbook Cost course materials.
- iii. Providing mentoring and/or professional learning to faculty participating in data coaching programs who identify a need for improvements to distance education course section equity data;
 - iv. Developing and providing a process for Voluntary Review Of Online Materials (VROOM) for any faculty member wishing to receive expert assistance reviewing and aligning a distance education course section with the requirements of the MiraCosta Online Class Quality Guidelines; and/or
 - v. Developing and leading in-depth online education-related professional learning experiences for faculty (institutes, multi-week online courses, communities of practice, action research projects, etc.).
- d. If the peer mentors have additional capacity, in consultation with the Workgroup overseeing the peer mentor program, they may provide other forms of consultation and support to faculty on matters related to online teaching.
- e. Peer mentors shall report the time they spend working with faculty, and the type of support provided monthly, to the Faculty Director, Online Education. Payment for faculty mentors will be coordinated through the Office of Instruction.
- f. Faculty who receive online mentor support shall be invited to provide anonymous feedback each term. While this data will help gauge the impact and effectiveness of the program, this data shall not be used for the purpose of individual faculty evaluation. The Academic Senate, Online Education, PDP, C3 Teaching and Learning Center, Department Chairs, and Office of Instruction shall inform all faculty of the availability online mentoring program to encourage faculty to avail themselves of the support of the online mentors.
- g. Information, data, and support provided in the context of peer mentoring shall not be used for the purpose of individual faculty evaluation for those faculty involved.

Miscellaneous Provisions

6. All other terms and conditions of work shall be conducted in accordance with the current CBA.
7. Entire Agreement: This MOU 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 MOU. All prior understandings, terms, or conditions are deemed merged into this MOU.

8. This MOU 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 CBA.
9. Modification: This MOU cannot be changed or supplemented orally and may be modified or superseded only by a written instrument executed by both Parties.
10. Unless subsequent modifications to this MOU are negotiated, this MOU will sunset on December 31, 2022.

This agreement will become effective upon approval from the Board of Trustees.

Sunita V. Cooke, PhD



Signature _____ Date _____
Superintendent/President
MiraCosta Community College District

Mary Gross, M.S.



Signature _____ Date _____
President
MCCCD Faculty Assembly