

Memorandum of Understanding and Agreement
By and Between
State Center Community College District
And
State Center Federation of Teachers, Local 1533

This non-precedent setting Memorandum of Understanding and Agreement (“MOU”) is entered into by and between the **State Center Community College District** (hereinafter referred to as “**District**”) and the **State Center Federation of Teachers, Local 1533** (hereinafter referred to as “**Exclusive Representative**” or “**Federation**”).

Due to the current COVID-19 pandemic, the District is offering the majority of its classes and services online for the Fall 2020 and Spring 2021 semester. In response to this unique and unprecedented situation, the Federation and District agree as follows:

- This MOU is entered into solely under the context and circumstances of the COVID-19 epidemic and resulting need to offer instruction and services primarily in an online format. This MOU shall not be precedent setting, nor form the basis for a past practice. The provisions of this MOU do not apply to classes/services/sessions that are still meeting face-to face during the operational period during which this MOU is in force.
- This MOU is for evaluations to be completed in Spring 2021 only.
- This Agreement shall not alter or amend any of the terms of the existing collective bargaining agreements for full or part time faculty.
- To meet the requirements of Title 5 and accreditation, any portion of a course conducted through distance education requires demonstration of regular, substantive, effective contact between instructors and students and between students.
- Evaluations of online courses/services/sessions, at the discretion of the immediate supervisor, may follow one of the following two options:

Option 1

- The peer reviewers and/or immediate supervisor will observe the online course/service/session with the unit member during a scheduled virtual meeting conducted via Zoom or another similar platform.
- During this meeting, the unit member will offer a brief (approximately one hour) interactive, conversational, and pedagogical tour of their online class/session/service to their peer/immediate supervisor which will include evidence of “regular and effective contact between faculty and students, and among students.”

Option 2

- The peer reviewers and/or immediate supervisor may conduct virtual classroom/session/service visitations. In this case, the unit member will be notified at least twenty-four (24) hours prior to this visitation and will give the peer reviewers and/or immediate supervisor peer evaluator access to the course/service/session.

Student evaluations will be conducted online. The unit member will be notified when the evaluations are made available to students, and students will have access to the evaluations for one week.

The parties acknowledge that the processes set forth in this MOU do not preclude immediate supervisors who have concerns regarding students, faculty, or classes/services/sessions, from assessing a course at any time.

The parties agree that the terms of this MOU are non-precedential and will not constitute any waiver of any rights not specifically addressed in this agreement.

The signatories signify that they are the authorized representatives of the District and the Federation, as the proper parties to this MOU and that all actions necessary for the parties to ratify and accept this MOU as a binding and bilateral agreement will be immediately completed in the manner required by that party or by law.

This MOU is made the 7 day of January 2021, in the City of Fresno, County of Fresno, State of California.

State Center Community College District


Julianna D. Mosier
Vice Chancellor, Human Resources

State Center Federation of Teachers


Keith Ford (Jan 7, 2021 13:29 PST)

Keith Ford
President



John Fitzer (Jan 7, 2021 16:22 PST)

John Fitzer
Chief Negotiator