MEMORANDUM OF UNDERSTANDING BETWEEN THE YOSEMITE FACULTY ASSOCIATION AND THE YOSEMITE COMMUNITY COLLEGE DISTRICT August 18, 2025

MJC RSI COMPLIANCE AND OFF-CYCLE REVIEW ("RSI MOU")

This Memorandum of Understanding ("MOU") between the Yosemite Community College District and the Yosemite Faculty Association is expressly made pursuant to the Education Employment Relations Act and the Collective Bargaining Agreement between the parties.

The purpose of this MOU is to memorialize and confirm agreements and the understanding of the parties relating to the standards set forth in the Accrediting Commission for Community and Junior Colleges (ACCJC) Pilot Quality Continuum Rubric for Distance Education for distance education courses pending negotiation of the successor 2026-2029 collective bargaining agreement.

I. In order to comply with ACCJC standard 2.6, the parties agree to the following in Fall 2025 at MJC:

1. Compliance

- a. The results of any off-cycle RSI review conducted pursuant to this MOU will not be used for any employment-related matter and will not be added to the faculty member's personnel file.
- b. No online sections will be removed from a faculty member's schedule as a result of the off-cycle review.
- c. After MJC receives affirmation of full accreditation from the ACCJC and all stipends have been paid, any written or electronic documentation of the off-cycle review shall be destroyed.

2. Schedule Adjustment

Within six weeks of the approval of this MOU, faculty who choose to opt out of teaching asynchronous online classes in Spring 2026 will notify their dean and have their schedule modified.

3. Training

- a. An RSI compliance training will be made available to faculty within one week of the approval of this MOU. The two-hour training will be offered in synchronous and asynchronous modalities. Faculty must successfully pass a repeatable final assessment of their understanding of RSI standards.
- b. This is a mandatory training for all asynchronous online faculty teaching in Fall 2025. Faculty teaching an asynchronous online course in Fall 2025 must complete the RSI training program within three weeks of the approval of this MOU.

4. RSI Implementation

Asynchronous online faculty will use the attached RSI Review Form for Faculty Teaching Asynchronous Online Classes (Attachment A to MOU, hereafter, "RSI Review Form") as a guideline to ensure their compliance with RSI standards.

5. RSI Peer Reviewers

a. The parties agree to support the establishment of an RSI Peer Reviewers Group. Selection of peer reviewers will be done in collaboration with the Academic Senate, VPI, and Dean of Instruction. Appointed reviewers will work with 15-20 faculty each.

In the 'evaluator' role, which provides 'read only' access to the entire course, the faculty Peer Reviewer and the School Dean will review RSI in one online section from each faculty member up to three times, as needed.

During Fall 2025, RSI will be reviewed for all online faculty. An active course in Fall 2025 will be used for review.

- b. Reviewers will use the attached RSI Review Form to determine whether the instructor has satisfied the requirements in each section ("Substantive" and "Regular") of the RSI Review Form. If the instructor meets the requirements of each section, they will be determined to have satisfied RSI standards. If the instructor does not satisfy the requirements in each section of the RSI Review Form, then they will have access to the Distance Education Coordinator and/or Instructional Designer for additional support. Once corrections have been made, the instructor will get a second and, if needed, third course review by the end of the Fall 2025 semester.
- c. If a faculty member is scheduled to be evaluated in accordance with the CBA, then the RSI review will still be conducted but not included in their evaluation.

6. Remuneration

- a. Faculty who pass the final training assessment, participate in RSI review, and satisfy RSI standards will receive a stipend of \$1,000 paid no later than February 28, 2026.
- b. Peer Reviewers will receive a \$2000 stipend upon completion of work.

II. In order to comply with ACCJC standard 2.6, the parties agree to the following in Spring 2026 at MJC:

- a. Faculty who did not teach asynchronous online in Fall 2025, are teaching asynchronously in Spring 2026, and are not being evaluated as defined in the CBA must participate in the above training, implementation, and review of their RSI. These faculty members will also receive the \$1,000 stipend.
- b. Faculty who did not teach asynchronous online in Fall 2025, are teaching asynchronously in Spring 2026, and *are* being evaluated as defined in the CBA must participate in the above training, implementation, and review of their RSI. These faculty members will also receive the \$1,000 stipend. The RSI Review Form will not be included in their evaluation, though it will be used as an RSI Compliance guideline, as previously outlined in this MOU.
- c. Faculty who did participate in the Fall 2025 RSI training, implementation, and review of their RSI, and who are due for their regularly scheduled evaluation in Spring 2026 will not be eligible for an additional stipend. Their evaluation will be conducted by their peer evaluators as part of the peer evaluation process by adding the RSI Review Form to the form in Appendix C-5e in the YCCD-YFA 2023-2026 Collective Bargaining Agreement. The RSI Review Form will be used as a guideline only.

d. A limited number of peer reviewers will be chosen to complete the Spring 2026 RSI reviews, and these reviewers will receive the \$2,000 stipend. III. Approval and Non-Waiver This MOU is subject to approval by the parties. To the extent that the development and/or implementation of any matter herein encroaches on a mandatory subject of bargaining not enumerated in this Memorandum of Understanding, YFA retains the right to negotiate the impacts of any such changes as allowed under the EERA. The RSI Review Form will remain in effect at MJC for Fall 2025 and Spring 2026, and the parties agree to expeditiously meet, negotiate, and make good faith efforts to reach a Tentative Agreement on a complete evaluation tool for asynchronous online classes by the end of Spring 2026. If agreement has not been reached, then the RSI Review Form remains in place, continuing as a guideline as previously outlined in this MOU, and evaluations will be conducted as defined in the Collective Bargaining Agreement. Yosemite Community College District Yosemite Faculty Association