

**Memorandum of Understanding
Between
San Joaquin Delta College Community College District
And
San Joaquin Delta College Teachers' Association**

Canvas Master Shell Content Usage Agreement

This Memorandum of Understanding (“MOU”) is made effective November 3, 2022, and has been jointly prepared by representatives of the San Joaquin Delta Community College District (“District”) and the designated representatives of the San Joaquin Delta College Teachers’ Association (“SJDCTA”), the exclusively recognized employee organization within the District for all full-time and part-time faculty, including librarians and counselors, to modify provisions of the Master Agreement (“Agreement”) between the District and the SJDCTA as follows:

Whereas, the District has entered into various MOU’s with SJDCTA regarding creating course content for Master Canvas Shells; and

Whereas, both the District and SJDCTA have expressed concern about how the materials are used.

Now, Therefore, the District and the SJDCTA do hereby agree as follows:

The following language will be added to the current CBA on page 60:

17.9.5 Master Canvas Shell Agreements

17.9.5.1 When a faculty member creates a Master Canvas Shell for compensation, the District will make sure that each course created has an Attribution Noncommercial Creative Commons License. Adopters of master shells may remix, tweak, and build upon this work non-commercially, for teaching assignments of the District, as long as they credit the original author. Revised versions must retain the original attribution.

17.9.5.2 Any faculty member who is provided a Master Canvas Shell from the District (who is not the original creator/designer of the course) agrees that the course content/shell and all materials within shall only be used for teaching assignments at Delta College. Under no circumstances should a faculty member import the content into any other learning management systems or download the materials for usage in any other institution, unless the SJDC author decides to place the course/materials in Canvas Commons as OER or other OER sites or unless the SJDC author has granted written permission.

17.9.5.3 At the onset of a Master Canvas Shell project, faculty must agree to these terms, and sign a form through the office of Distance Education.

17.9.5.4 Any faculty member who violations 17.9.5.2 is subject to disciplinary action and may forfeit the opportunity to teach online in the future.

For the District:

For the Association:

DocuSigned by:
Theresa Richmond 11/9/2022 | 8:55 AM PST
E16C374389A0469
 Theresa Richmond Date
 Interim Chief Negotiator for the District
 Vice President of Human Resources &
 Risk Management

DocuSigned by:
Dr. Elizabeth Maloney 11/8/2022 | 8:46 PM PST
A449DC09B77E40A
 Dr. Elizabeth Maloney Date
 Chief Negotiator for the SJDCTA
 President, SJDCTA

DocuSigned by:
Charles Braden 11/9/2022 | 9:28 AM PST
D790772B977A428
 Dr. Kale Braden Date
 Assistant Superintendent/
 Vice President of Instruction and Planning
 San Joaquin Delta College

DocuSigned by:
Dr. Lisa Aguilera Lawrenson 11/9/2022 | 1:02 PM PST
B04B2F644D5142F
 Dr. Lisa Aguilera Lawrenson Date
 Superintendent/President
 San Joaquin Delta College