

Memorandum of Understanding  
By and Between  
KERN COMMUNITY COLLEGE DISTRICT  
and the  
KERN COMMUNITY COLLEGE DISTRICT COMMUNITY COLLEGE  
ASSOCIATION (CCA/CTA/NEA)

The Kern Community College District ("District") and the Kern Community College District Community College Association/CTA/NEA ("CCA") hereby agree to the following Memorandum of Understanding (MOU).

The purpose of this MOU is to address ongoing full-time and part-time faculty working conditions and campus operations during the COVID-19 public health emergency. This MOU is not intended to change the terms of the current Collective Bargaining Agreement between CCA and the District ("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.

Based on the above the District and CCA agree to the following:

- 1) During the COVID pandemic, the parties recognize that it is in the best interests for the health and safety of all faculty, staff, and students to begin the spring and summer semesters working remotely wherever feasible. As the circumstances evolve, the District may move toward more in-person instruction and services when it is safe to do so. Individual cases of an at-risk faculty member, a faculty member with an at-risk individual in the home, or a faculty member who is a primary caregiver for an at-risk individual (at-risk being defined by the Centers for Disease Control or local health department) who are unable to return to in-person instruction or services will be addressed through the District's accommodation process.
  - a. If a full-time faculty member is unable or unwilling to teach a class or to continue to teach a class for the spring semester due to at-risk status during the COVID pandemic, the faculty member shall notify the District as soon as practicable after they become aware of their at-risk status.
  - b. In a situation where a full-time faculty member is unable or unwilling to teach a class due to at-risk status, the faculty member may use banked load or an underload for the spring semester to ensure they remain in 100% FTE pay status pursuant to Article 8, Section L and number two (2) below.
- 2) During the COVID pandemic if a full-time faculty member is underloaded, the faculty member will be granted an additional year to make up load, in addition to the two years provided in the current contract. Full-time faculty members shall have until spring 2024 to make up underload occurring in academic year 2020-2021, pursuant to relevant sections of Article 8, Section L.
- 3) It is understood that any legislation passed by the Federal government which provides additional paid leave rights related to COVID-19 illness, care of family members with COVID-19 illness, and childcare concerns related to COVID-19 and closure of K-12 schools would apply.

- 4) The District will provide institutional safety equipment (thermometers, supplies to sanitize and clean the learning environment, etc.) required by the local Department of Health, the state or federal government, or the District's liability carrier. If the equipment is temporarily not available such that the institution's written protocols for a healthy and safe environment cannot be fulfilled, the class session will be canceled by the faculty member. If the required safety equipment is consistently not available, the class will be reviewed by administration for potential transition to remote delivery or cancellation of the class.
- 5) Faculty members must wear facemasks or face coverings on campus as provided for in the institution's written protocols for a healthy and safe environment. The District is responsible for providing masks or face coverings to faculty, or to reimburse faculty for the reasonable cost of obtaining them if the District does not have them available. Consistent with student conduct policy and as communicated to students, faculty members may refuse a student entry into a class or other student contact environment if the student fails to wear a mask or face covering as provided for in the institution's written protocols for a healthy and safe environment. A faculty member may remove a student from class or other student contact environment if they refuse to wear a mask or face covering at any time.
- 6) District and College administrations have developed safety protocols based on local, state and federal agency guidelines. If changes to safety protocols occur, District and/or College administrations will communicate and consult with CCA, when working conditions are discussed. CCA will have the right to negotiate compensation if developed safety protocols result in significant increase in workload to faculty.
- 7) During the COVID-19 public health emergency, any pending evaluations of full-time and part-time faculty governed by Articles 6 and 7 of the CBA, will be addressed as follows:
  - a. For full-time faculty hired in the spring, (Mode A, full-time temporary) evaluations will continue for the spring semester 2021. Prison classes will not be evaluated for spring 2021. If a faculty member is in a Mode A status and his/her evaluation cannot be completed during the spring semester 2021, the District will work collaboratively with CCA in order to extend the probationary period of the faculty member via a separate MOU, where appropriate.
  - b. Mode B evaluations that were delayed in the spring semester 2020 will be conducted in the spring semester 2021. If fewer than half the student evaluations by class or student services assignments were completed and processed in spring 2020, the evaluation will start over. If half or more than half of the student evaluations by class or student services assignments were completed and processed in spring 2020, the evaluation shall be completed as is, unless the faculty evaluatee requests the evaluation start over.
  - c. Beginning with the spring 2021 semester, the Mode B evaluation cycle will be postponed by one (1) year. Mode B evaluations scheduled for 2021 will occur in spring 2022; Mode B evaluations scheduled for 2022 will occur in spring 2023; Mode B evaluations scheduled for 2023 will occur in spring 2024. Thereafter, Mode B evaluations will continue on this three (3) year cycle. The schedule will be adjusted to reflect the new cycle.

- d. Remediation plans, follow-up evaluations, and/or special evaluations in progress for full-time faculty under Article 6 will continue in spring semester 2021.
- e. For adjunct faculty hired in spring 2021, ADJ-1 evaluations will take place in the spring semester 2021. Prison classes will not be evaluated for spring 2021.
- f. Beginning with the spring 2021 semester, the ADJ-3 evaluation cycle for adjunct faculty will be postponed by one (1) year. ADJ-3 adjunct evaluations scheduled for 2021 will occur in spring 2022; ADJ-3 adjunct evaluations scheduled for 2022 will occur in spring 2023; ADJ-3 adjunct evaluations scheduled for 2023 will occur in spring 2024. Thereafter, ADJ-3 adjunct evaluations will continue on this three (3) year cycle. The schedule will be adjusted to reflect the new cycle.
- g. Remediation plans, follow-up evaluations, and/or special evaluations in progress for adjunct faculty under Article 7 will continue in spring semester 2021.
- h. A new 1<sup>st</sup> year adjunct faculty member whose evaluation must be postponed pursuant to paragraph 7(e) above, shall remain in status ADJ-1 and must have a completed evaluation prior to being placed on the adjunct priority rehire list.
- i. Under this agreement, adjunct faculty who decline to teach a class either on-ground or online will not have that declination used as grounds to remove the faculty member from the adjunct priority rehire list.
- j. CCA will provide training to evaluation teams and the faculty member being evaluated on best practices for evaluating when the faculty member being evaluated is teaching or providing non-instructional services in a new modality because of the COVID-19 public health emergency, with a focus on understanding that both the teaching and learning formats may be new and/or different.
- k. The parties recognize that student survey response rates may be lower than normal during the pandemic, or that student surveys could reflect feedback related to the pandemic rather than the class or other instructional/non-instructional services. In the event of significantly lower response rates, evaluation committees shall consider whether there is sufficient feedback from students to draw meaningful conclusions about a faculty member's performance. Student feedback not relevant to instruction or instructional/noninstructional services may be disregarded.
- l. Every attempt will be made to provide the evaluatee with the evaluation without student comments at or before the evaluation summary meeting. If the evaluatee does not receive the evaluation, the ten (10) working days to respond will not start until the evaluation documents are received.
- m. Any evaluations which are completed during the COVID-19 emergency may be signed digitally by any evaluation committee member and/or the evaluatee, and such signature shall be considered to be the official signature of such person. Digital signatures may include an Adobe digital signature, an email from the party indicating that the email constitutes the person's signature, or any other document that clearly and securely communicates the signer's intent. The parties agree that any form of digital signature that clearly and securely communicates the signer's intent is acceptable during this COVID-19 emergency. All digital signatures will be

attached to the evaluation for record-keeping purposes. Nothing in this understanding is meant to supersede the timelines established in the current CBA.

- n. The parties also agree that retention rates during the spring 2021 semester shall not be used to establish a pattern of low retention pursuant to Article 4.C.17.d of the current CBA.
- 8) During the COVID-19 emergency, the parties agree to the following as it relates to the leave provisions, including use of accrued sick leave, under Article 12:
- a. If an employee is ill and unable to work (including remote work) as a result of COVID-19 related symptoms, the employee will be required to use his or her paid sick leave and/or any other paid leave rights under the CBA, or as set out in federal or state law.
  - b. If an employee is exposed to someone with COVID-19 related symptoms or who has been positively diagnosed with COVID-19 and self-quarantines, the employee will remain in paid status so long as they are asymptomatic or only mildly symptomatic, and the employee is able to work. If the employee exhibits symptoms of COVID-19 and is ill and unable to work, the employee will be required to use his or her paid sick leave and/or any other paid leave rights under the CBA, or as set out in federal or state law.
  - c. If an employee is quarantined by public health, the employee will remain in paid status so long as they are asymptomatic or only mildly symptomatic, and the employee is able to work. If the employee is ill and unable to work, the employee will be required to use his or her paid sick leave and/or any other paid leave rights under the CBA, or as set out in federal or state law.
- 9) Any changes or increases to class size during the COVID-19 pandemic will not be precedent setting, and class sizes should return to pre-pandemic levels upon the return to normal operations. Nothing in this MOU is meant to supersede article 8.F of the current CBA.
- 10) All other terms and conditions of work shall be in accordance with the current CBA.
- 11) 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.
- 12) 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.
- 13) This MOU cannot be changed or supplemented orally and may be modified or superseded only by a written instrument executed by both parties.
- 14) This MOU may be executed in several counterparts and shall be deemed legally effective at such time as the counterparts thereof, duly executed on behalf of both parties, have been furnished and delivered to the parties to this MOU.

15) The District and CCA understand that the COVID-19 emergency is fluid and changing, and that circumstances may arise that require the parties to revisit the terms and agreements set out in this MOU. Either the District or CCA may initiate further negotiations relative to working conditions and campus operations during the COVID-19 emergency. It is agreed that this MOU will sunset at the conclusion of the summer 2021 academic session.

Dated: December 15, 2020

For the District:



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Dena Rhoades  
Interim Director, Human Resources  
Human Resources, KCCD

For CCA:



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Matthew Crow  
President  
KCCD CCA