

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 as we respond to the COVID-19 pandemic. 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) 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, including quarantine, result in significant increase in workload to faculty.
- 2) The parties recognize that during the period of this MOU, individuals who are unable to return to in-person instruction or services will be addressed through the District's accommodation process.
- 3) The District will provide institutional safety equipment (N95 masks, 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 may be canceled by the faculty member.
- 4) Both parties agree to require all faculty members to wear approved face coverings indoors regardless of vaccination status. The District will provide approved face coverings.
 - a. Approved face coverings as defined by Cal/OSHA: a "face covering" means a surgical mask, a medical procedure mask, a respirator worn voluntarily, or a tightly woven fabric or non-woven material of at least two layers. A face covering has no visible holes or openings and must cover the nose and mouth. A face covering does not include a scarf, ski mask, balaclava, bandana, turtleneck, collar, or single layer of fabric.
 - b. Upon request, the District will provide respirators (e.g., N95 mask).

- c. Face shields with drape or clear face coverings that meet Cal/OSHA guidelines will be allowed to accommodate faculty or student needs.
 - d. For any accommodations to the face covering mandate, please utilize the District's accommodation process.
 - 5) Both parties agree to require all faculty members to be fully vaccinated against COVID-19. Proof of vaccination will be provided to the District through an approved method.
 - a. Per CDC guidelines, the following exemptions apply:
 - i. Medical exemptions: Some people may be at risk for an adverse reaction because of an allergy to one of the vaccine components or a medical condition. This is referred to as a medical exemption. Additional exemptions may be made due to disability on a case by case basis.
 - ii. Religious exemptions: Some people may decline vaccination because of a religious belief. This is referred to as a religious exemption.
 - b. Faculty members who are deemed exempt, or who have filed for an exemption through the District's exemption process, will be required to undergo periodic COVID-19 testing by the determined District's vendor at the frequency determined by District protocols. Results of this testing must be provided to the District in a timely manner based on District protocols.
 - c. For additional information regarding exemptions and the most current COVID-19 vaccine and mask requirements, see [Kern Community College District Q&A for Vaccine Requirement](#).
- 6) Consistent with student conduct policy and as communicated to students, faculty members shall refuse a student entry into a class or other student contact environment if the student fails to wear an approved mask or face covering (see 4a above) as provided for in the institution's written protocols for a healthy and safe environment. A faculty member shall remove a student from class or other student contact environment if they refuse to wear an approved mask or face covering (see 4a above) at any time. Faculty member may request campus security or administrative support in removing a student.
- 7) Both parties agree that faculty may conduct required office hours for in-person classes in a different modality for fall 2021 semester. (CBA Article 8N2b)
- 8) During the COVID-19 public health emergency, evaluations of full-time and part-time faculty governed by Articles 6 and 7 of the CBA were delayed and the schedules were adjusted.
 - a. Prison classes conducted entirely in correspondence mode will not be evaluated for fall 2021.
 - b. All regularly scheduled fall 2021 Mode A evaluations will be conducted according

to the regular evaluation cycle.

- c. During the spring 2021 semester, the Mode B evaluation cycle was adjusted 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. During the spring 2021 semester, the ADJ-3 evaluation cycle for adjunct faculty was adjusted 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.
 - e. A new 1st year adjunct faculty member whose evaluation must be postponed pursuant to paragraph 8a above, shall remain in status ADJ-1 and must have a completed evaluation prior to being placed on the adjunct priority rehire list.
 - f. 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 because of the COVID-19 public health emergency consequences.
 - g. 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.
 - h. The parties agree that retention rates during the fall 2021 semester shall not be used to establish a pattern of low retention pursuant to Article 4.C.17.d of the current CBA.
- 9) The parties agree to all leave provisions, including use of accrued sick leave, under Article 12 and any additional leave provisions provided by the federal or state government.
- 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 pandemic 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 term of this MOU. It is agreed that this MOU will sunset December 31, 2021.

Dated: August 27, 2021

For the District:

Dena Rhoades

Dena Rhoades
Interim Director, Human Resources
Human Resources, KCCD

For CCA:

Matthew Crow

Matthew Crow
President
KCCD CCA