

**MEMORANDUM OF UNDERSTANDING
BETWEEN
WEST KERN COMMUNITY COLLEGE DISTRICT
AND
TAFT COLLEGE FACULTY ASSOCIATION/CTA/NEA**

This Memorandum of Understanding ("MOU") is entered into by and between the West Kern Community College District (hereinafter referred to as "District") and the Taft College Faculty Association/CTA/NEA (hereinafter referred to as "TCFA") (hereinafter collectively referred to as the "Parties"), and is expressly made pursuant to the Educational Employment Relation Act and the current Collective Bargaining Agreement ("CBA"). The purpose of this Memorandum of Understanding is to address full-time faculty working conditions and campus operations during the COVID-19 emergency crisis.

This MOU between the Parties is not intended to change the terms of the current 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.

TERMS

1. The District is currently planning to transition many of its classes/courses to an online format effective January 2, 2021. The anticipated date of return to normal campus operations and face-to-face instruction is August 23, 2021, however, the parties understand this date may change as the COVID-19 emergency crisis continues to evolve.
2. Given the State Chancellor's Office guidelines on Distance Education Addendums, both Parties agree to waive the requirement of a Curriculum Committee approved DE Addendum for each course based on language "In the event of an emergency a college may request approval for a temporary blanket Distance Education Addendum from the state Chancellor's Office to satisfy the requirements in Title 5, section 55206. Such a request will be considered valid for only the designated time period and does not replace the standard local approval process."
3. The District acknowledges that the transition to an online format is not a substitute for face-to-face instruction and does not equate to face-to-face instruction. Rather, it is a mechanism to continue to provide instruction given the current COVID-19 emergency crisis and take preventative measures to social distance and minimize further outbreak. Furthermore, this mechanism will not be considered as 'past practice' with regards to course format and modality for future purposes.
4. Given the District's call for a temporary, emergency transition to an online format, the District shall provide TCFA the list of classes/courses identified for online instruction, those classes/courses which cannot be taught online and will continue to be taught face-to-face, those courses/classes which the District anticipates cancelling during the COVID-19 emergency crisis, and the corresponding bargaining unit members assigned to each class/course. These lists will be provided to TCFA by , January 15, 2021. The lists will be updated as the emergency situation evolves.

5. Prior to transitioning online on January 19, 2021, all bargaining unit members shall be provided time, equipment, and necessary training to prepare and transition their courses to an online format and attend CANVAS and CONFERZOOM training.
6. During the COVID-19 emergency crisis and temporary suspension of normal campus operations, incomplete evaluations of instructional and non-instructional faculty currently subject to evaluation under Article 6, Section 6.8, shall be postponed. If upon return to normal campus operations, the evaluation can reasonably be completed by May 1st, in accordance with Article 6, Section 6.8, then such evaluation shall continue at that time. Otherwise, the parties agree to postpone incomplete evaluations of instructional and non-instructional faculty currently subject to evaluation under Article 6 to the 2020-2021 academic year.
7. During the COVID-19 emergency crisis and temporary suspension of normal campus operations, completion of weekly instruction, office hours, and college service under Article 6 and Section 7.2.3 may not be possible. Accordingly, the parties agree and understand:
 - (1) Classes/courses held online may not correspond to the same scheduling requirements as an in-person class;
 - (2) Classes/courses that continue to be held face-to-face may out of necessity be cancelled, rescheduled later in the semester, and require that bargaining unit members be compensated for additional workdays beyond the 175-day calendar;
 - (3) To the extent possible, non-classroom assignments for both instructional and non-instructional faculty, under Article 6, may be conducted online and may not correspond to the same scheduling requirements as face-to-face responsibilities;
 - (4) Non-classroom assignments for instructional and non-instructional faculty, under Article 6, may be conducted via Zoom or phone, or be cancelled and rescheduled at a later time in the semester, and require that bargaining unit members be compensated for additional workdays beyond the 175 or 203 or 225 day contracts;
 - (5) To the extent possible, bargaining unit members shall conduct office hours online, via Zoom, and/or via email. During this time, requirements that bargaining unit members complete five (5) hours of office hours per week, under Article 6, Sections 6.6, shall be waived;
 - (6) To the extent possible, bargaining unit members shall conduct professional duties and responsibilities online, via Zoom, and/or via email. Responsibilities under Article 6 and Article 7, Section 7.2.3 that cannot be conducted remotely, shall be waived;
 - (7) Any bargaining unit member who is unable to come to campus because of children being out of school, concerns about bringing illness home to compromised family members, or their own concerns about exposure will have the right to either work remotely or take personal necessity leave.
8. Classes that continue to meet face-to-face shall follow all state, county, and city public health requirements and recommendations and social distancing norms. This may include moving face-to-face classes to larger classrooms to provide additional space between individuals. The District

also agrees to provide sanitizing supplies to bargaining unit members who continue to teach and/or meet face-to-face during the COVID-19 crisis.

- 9. In order to meet the needs of students and the college, all non-teaching faculty with supervisory roles of classified staff have to work with their supervising administrator to agree to a weekly schedule to work a minimum of 24 hours on campus and additional remote hours.
- 10. During the COVID-19 emergency crisis and temporary suspension of normal campus operations, if bargaining unit members are placed on quarantine, they shall continue to receive their full salaries and benefits without any deduction from the bargaining unit member's accumulated sick leave.
- 11. All other terms and conditions of work shall be in accordance with the current collective bargaining agreement between the District and TCFA. Immediately following return to normal campus operations and face-to-face instruction, unless otherwise negotiated by the parties, all terms, conditions, and agreements stated in this Agreement shall cease and return to that stated in the current collective bargaining agreement between the District and TCFA.
- 12. Entire Agreement: This Agreement 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 Agreement. All prior understandings, terms, or conditions are deemed merged into this Agreement.
- 13. This Agreement 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 collective bargaining agreement.
- 14. Modification: This Agreement cannot be changed or supplemented orally and may be modified or superseded only by a written instrument executed by both Parties.
- 15. Execution: The Agreement 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 or attorneys for the parties to this Agreement.
- 16. Unless subsequent modifications to this agreement are negotiated, this Agreement will sunset on May 31, 2021.

For the West Kern Community College District:

Debra Daniels

Dec 18, 2020

Date

For Taft College Faculty Association:


[Ruby Flynn \(Dec 18, 2020 07:58 PST\)](#)

Dec 18, 2020

Date