



2018 Memorandums of Understanding (MOUs)

Catastrophic Leave Banks MOU

The catastrophic care banks proposal would create catastrophic leave banks for full-time and part-time faculty members to assist faculty or their immediate family members when a serious illness or accident occurs. This proposal would create the first catastrophic leave banks in the Kern Community College District.

Full-time faculty who have had serious illnesses have experienced financial setbacks when they have run out of sick leave and been placed on 100-day differential pay, which is funded at half pay. Part-time faculty members who have had serious illnesses have experienced financial setbacks when they have run out of sick leave since no process has existed for adjunct sick leave donations.

CCA negotiators hope that by creating full-time faculty and part-time faculty catastrophic leave banks that are managed by representatives from CCA and the district, our faculty could receive sick leave donations when they need these the most. Under the proposal, the full-time catastrophic leave bank would allow full-time faculty to receive donations that supplement the pay they receive while on 100-day differential pay, helping to restore salaries. The part-time catastrophic leave bank would allow adjunct faculty to receive donations of sick leave once they have run out of sick leave, helping them financially during the semester they are ill.

Pros: Full-time faculty would receive additional sick time in the case of a serious illness or accident since donated leave can be used concurrently with the 100-day differential pay, something that is not possible with our current contract language. The donated sick leave would help reduce financial hardship during the 100-day differential pay period.

Part-time faculty would receive additional sick time in the case of a serious illness or accident. The donated sick leave would help reduce financial hardship for part-time faculty members during the semester they are ill, something that is not possible with our current contract language.

Cons: Only those faculty members who donate sick leave can request help if a serious illness or accident occurs. If not enough faculty members donate, the banks may not be able to grant sick leave requests.

Adjunct Seniority MOU

Seniority means adjuncts shall be offered preference or priority in assignment of load subject to evaluations and availability of work. The proposal establishes a district adjunct seniority list based on semesters taught since 2012. After the list is established, faculty chairs will schedule adjunct faculty based on their college, discipline, and seniority number starting in Fall 2019. Faculty chairs still would schedule adjunct classes after all full-time instructors are scheduled; however, during the adjunct scheduling process, faculty chairs would offer adjuncts their historical load or assignment based on previous years so adjuncts can receive consistent work schedules.

Under the proposal, adjuncts would be removed from a college's seniority list only under two circumstances: if they refuse an offer of teaching or service assignment more than two consecutive semesters, or if they receive an unsatisfactory evaluation. The new proposal would become the first time seniority would be considered as part of scheduling for KCCD adjunct faculty members. The proposal is the long-awaited result of state legislation requiring community college districts to negotiate adjunct faculty rehire or seniority rights in 2017. CCA and district negotiators began this process last year as required, and if approved, the agreement will become a part of the 2017-2020 contract.

Pros: Adjunct faculty would have a seniority system that recognizes their historical load or assignment based on previous semesters, and faculty chairs would use a more consistent approach when assigning classes. The faculty contract would address adjunct seniority for the first time as required by state legislation.

Cons: Adjunct seniority is calculated only to Spring 2012. Faculty chairs may experience difficulty scheduling adjunct faculty since seniority, historical load, and minimum load are now taken into account.

Inmate Education MOU

The MOU provides that the district and colleges will recruit internally first from current faculty before advertising externally for prison-only teaching positions. CCA negotiators believe the new pay incentives for full-time and adjunct faculty members will result in more faculty members volunteering to teach or provide non-instructional services inside prison or correctional facilities, so external recruitment may not be needed.

The MOU highlights include:

- 1) No KCCD faculty member will be involuntarily assigned to teach or provide non-instructional services in a prison or correctional facility.
- 2) To encourage more faculty to volunteer to teach in prison, in addition to their regular or extra pay, the district shall provide an inmate education stipend of \$200 per unit for all KCCD faculty who teach courses in prison.
- 3) This stipend won't be counted as part-of-load for adjunct instructors.
- 4) Faculty who volunteer to teach or provide non-instructional services in prison will continue receiving pay for touring the prison, KCCD training, prison-mandated training, and for mileage.
- 5) Faculty who work in prison will be supported by a variety of professional development activities. Deans and human resources managers also will receive training on the challenges facing faculty who volunteer to teach in prisons.
- 6) If external recruitment becomes necessary, a faculty member hired for prison-only jobs may opt out of teaching in prison after two years, and the district will provide a full-teaching load to the faculty member.
- 7) KCCD and CCA will work together on an annual report assessing the support given to faculty who teach and provide non-instructional services in prison.

If approved by CCA members this spring, the MOU will take effect May 1, 2018, and it will continue through June 30, 2020, when the current 2017-2020 faculty contract expires. If neither CCA or district negotiators wish to bargain new inmate education language, the proposed Inmate Education MOU will become a part of the 2020-2023 collective bargaining agreement.

Pros: Teaching in prison is still voluntary. Faculty would be paid extra for teaching in prison and the stipend would not count against an adjunct faculty's part of load. This may result in more faculty exploring the option of teaching in prison, which could lessen or eliminate the need for external recruitment. For faculty who hire into a prison-only job, they are not permanently fixed in that position. The MOU would become contract language for the 2020-2023 contract if neither CCA or the District wish to bargain new inmate education language.

Cons: The stipend for faculty may not be high enough. This could result in faculty not being interested to teach in the prison. The district may end up hiring full time faculty members to into a prison-only position if the District cannot find faculty internally to teach classes.

Evaluation of Online Classes MOU

CCA and the District agreed to extend the MOU through 2020 to create a two-year pilot program to increase the response rates of student evaluations of faculty who teach online classes. To increase student response rates of faculty evaluations, students will be presented with a screen that requires them to complete the evaluation or opt out of it before returning back into the class.

CCA and District representatives are working with Instructional Technology to find the appropriate software for this. Response rates for each class will be documented and evaluated based on CRN and class taught online. Upon mutual agreement, the two-year pilot shall be extended or discontinued. If the pilot program is extended, it shall continue for the term of the contract. If the pilot program is discontinued, the student evaluations shall revert to 2017-20 contract language. The MOU language has not changed from the previous MOU that was approved by the CCA membership in June 2017.

Pros: With the online student evaluations pilot program, it is possible online student evaluation response rate may improve.

Cons: The online student evaluation pilot project may not increase the response rate for student evaluations, and if that happens, the process reverts to current contract language.