

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 the budgetary, and potential budgetary, impacts of the global COVID-19 pandemic on the state budget and its corresponding impact on the District’s budget, as it relates to faculty salaries. 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) Effective as of July 1, 2020, and contingent upon certain triggers as set out below to reopen the question of salary increases based on Article 11A.1 - Article 11A.3 (“Santa Rosa study”) are, in their entirety, suspended and the contractual formula for salary increases anticipated by the Santa Rosa study will not be implemented. When the suspension of this provision is lifted, the parties will negotiate any reinstatement of salary increases.
- 2) Effective as of July 1, 2020, and contingent upon certain triggers to re-open this provision as set forth below, initial placement of any new full-time faculty shall be completed in accordance with this Article 11.C. Any class movement of existing full-time faculty as a result of additional units, or the achievement of an advanced degree, is suspended and faculty shall be held at their current class placement. When the suspension of this provision is lifted, existing faculty who would have moved to a higher class will be moved to that new class effective immediately. There will be no retroactive payment when the suspension is lifted, unless negotiated once the suspension is lifted.
- 3) Effective July 1, 2020, and contingent upon certain triggers to re-open this language as set out below, all step increases will be frozen. Upon such time as step increases are reinstated, full-time faculty shall be eligible to move one step, to the step they would have been placed at as of July 1, 2020. Retroactive pay will only be made if negotiated once step increases are reinstated.

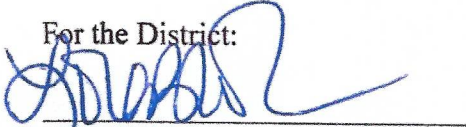
- 4) For the 2020-2021 academic year, the parties acknowledge that the initial agreed to budget between the Governor and the State Legislature has eliminated any state funded COLA, and that CPI-W is likely to be negative. Therefore, the parties agree that the District's maximum medical contribution to a base medical plan in the SISC Kern pool for the 2020-2021 year shall be \$1,344 per month.
- 5) The parties agreed to the suspension of certain language in this Article 11 given extremely uncertain budgetary and funding circumstances related to COVID-19 and the subsequent economic impact of the pandemic. The parties recognize that this agreement was made without all of the information necessary to determine the true financial impact to the District. Therefore, the parties agreed to provide ample "triggers" that could allow either party to re-open the Article 11 compensation and benefits language to deal with either an improved fiscal environment or a worsening one. Those triggers are as follows:
 - a. CCA agrees to the suspension of the Santa Rosa study comparable district formula increase, step increases, and class movements contingent upon all units (CCA, CSEA, and Management) participating in comparable freezes. If either management or CSEA receives either a cost of living (COLA) salary increase, step increases, or an increase to the District's Contribution to health and welfare premium, this will automatically trigger the reopening of the salary and/or benefits language, as applicable, in this Article 11.
 - b. The parties acknowledge that the Governor's May 2020 revised budget anticipated an approximate reduction in state funding to KCCCD of about 9%, or \$19 million. The legislature and governor have agreed to adopt a budget that depends upon another federal stimulus package to address budget shortfalls. The budget outcome is uncertain and may remain so through October 2020, when the state will address its budget environment either with, or without, a federal stimulus package. Therefore, the parties agree to meet again after the Governor's August 2020 revised budget to determine whether additional cuts are necessary or whether there is any further certainty to the budget that would warrant reopening the suspended language in this Article 11 for potential implementation. The parties agree to meet again in October 2020 to determine whether additional cuts are necessary, or whether there is any further certainty to the budget that warrant reopening the suspended language for potential implementation.
 - c. The parties agree that either party will have the right to re-open any and all salary and benefit language in this Article 11 at any time the District experiences a significant change (either positive or negative) to its financial circumstances. If negotiations are re-opened, the agreed to language regarding step increases and column movements may also be renegotiated.

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- 6) The parties further agree that this Agreement will cover the 2020-21 academic year only, and it will sunset on June 30, 2021. The parties will negotiate any continuing economic impact of the COVID-19 pandemic or resulting budgetary impacts for the 2021-22 contract year.

Dated: June 30, 2020

For the District:



Lori Blodorn
Director, Human Resources
Human Resources, KCCD

For CCA:



Matthew Crow
President
KCCD CCA