

Memorandum of Understanding and Agreement

By and Between

State Center Community College District

And

State Center Federation of Teachers, Local 1533 (Part-Time Faculty)

COVID-19 Effects

This non-precedent setting Memorandum of Understanding and Agreement (“MOU”) is entered into by and between the State Center Community College District (hereinafter referred to as “District” or “Employer”) and the State Center Federation of Teachers, Local 1533 (hereinafter referred to as “Exclusive Representative” or “Federation”).

On March 4, 2020, California Governor, Gavin Newsom, declared a State of Emergency due to the COVID-19 outbreak and on March 11, 2020, the World Health Organization officially declared the COVID-19 outbreak a pandemic. Further, the District’s Board of Trustees on March 13, 2020, declared a local state of emergency, granting the Chancellor authority to take any and all necessary action to prepare and respond to the COVID-19 outbreak.

The Colleges closed for one week in March 2020 and all faculty continued to receive pay for that week while they worked on transitioning their courses to online. Additionally, all employees of the District continued to receive their regular pay through the end of the Spring 2020 semester regardless of whether their assignment was able to continue in an online format. The parties reached agreement on May 7, 2020 on the effects of the COVID-19 pandemic on the Spring 2020 semester. The parties continued to engage in negotiations on the continued effects of the COVID-19 pandemic.

In July 2020, the District and the Federation reached agreement on an MOU that provided part-time faculty members who had to complete distance education training between March 16, 2020 and August 9, 2020 a \$500 stipend, five office hours for Fall 2020 and five office hours for Spring 2021.

In September 2020, the District and the Federation reached agreement on an MOU to modify the evaluation process for part-time faculty for Fall 2020 and Spring 2021.

In August 2021, the District and the Federation reached agreement on an MOU for part-time instructional faculty to be provided one office hour per week of the semester, up to a maximum of 18 hours total, for Fall 2021 and Spring 2022. The District and the Federation reached agreement on an MOU to modify the evaluation process for part-time faculty for Fall 2021.

In October 2021, the District and the Federation reached agreement on an MOU related to the effects of the COVID-19 vaccine mandate. Any part-time faculty member that for Fall 2021 was required to modify their onsite course to accommodate students who are not fully vaccinated, received a \$1,000 stipend per course.

In August 2021, the Federation asked the District to reconsider the agreement reached in May 2020 and provide additional compensation for part-time faculty who were required in March 2020 to convert their fully onsite classes to fully online classes.

While the District and the Federation already settled on an agreement on the effects of the COVID-19 pandemic in Spring 2020, to recognize the work that part-time instructional faculty completed to convert their fully onsite classes to fully online classes in March 2020, beyond the additional compensation already provided to part-time faculty in the previous agreements reached between the District and the Federation, the parties agree as follows:

1. Part-time instructional unit members who were teaching a fully onsite class section in March 2020, who were required to convert their fully onsite class section to a fully online class section for the remainder of the Spring 2020 semester, and who are still employed as of December 2, 2021, will be provided a one-time stipend of \$150 per lecture hour equivalent (LHE) for the fully onsite class sections that they were required to convert to fully online class sections in March 2020. Part-time instructors who in March 2020 were teaching an online or hybrid class section or whose Spring 2020 classes were cancelled after March 16, 2020 because of the COVID-19 pandemic are not eligible for the stipend for those class sections. The stipend for any class sections that are "team" taught will be paid only to the primary instructor of record.
2. Parties agree that the fulfillment of this agreement will, because of its complexity, take some time. They further agree to work in good faith toward that fulfillment on a reasonable timeline.
3. Unless specifically modified by this MOU or other agreement signed by the parties, or unless inconsistent with the emergency powers of the District, all provisions in the collective bargaining agreement between the District and the Federation will remain in effect.
4. The parties agree that the COVID-19 pandemic is continually changing, that nothing herein limits the District's authority to exercise its emergency powers as established by law, the collective bargaining agreement, and Board Policies and Administrative Regulations, and that the parties may need to meet and confer regarding other matters related to the COVID-19 pandemic.

The parties agree that the terms of this MOU are non-precedential and will not constitute a waiver of any rights not specifically addressed in this agreement.

By affixing their signatures to this MOU, the parties acknowledge that the matters set forth are agreed. The signatories signify they are the authorized representatives of the District and the Federation, as the proper parties to this MOU and that all actions necessary for the parties to ratify and accept this MOU as a binding and bilateral agreement will be immediately completed in the manner required by each party or by the law.

This Agreement is made this 7 day of December in the year 2021, in the City of Fresno, County of Fresno, State of California.

State Center Community College District



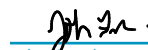
Julianna D. Mosier
Vice Chancellor, Human Resources

State Center Federation of Teachers



Keith Ford (Dec 6, 2021 14:00 PST)

Keith Ford
President



John Fitzer (Dec 6, 2021 13:52 PST)

John Fitzer
Chief Negotiator











MOU March 2020 Additional Compensation PT Instructional Faculty

Final Audit Report

2021-12-07

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✔ Agreement completed.

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