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**MEMORANDUM OF UNDERSTANDING
BETWEEN BARSTOW COMMUNITY COLLEGE DISTRICT AND
BARSTOW COLLEGE FACULTY ASSOCIATION CCA/CTA/NEA
September 15, 2021**

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This Memorandum of Understanding ("MOU") is entered into by and between the Barstow Community College District (hereinafter referred to as "District") and the Barstow College Faculty Association CCA/CTA/NEA (hereinafter referred to as "BCFA") (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 ongoing issues relating to evaluations in Article XII as a result of COVID-19 pandemic.

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This MOU between the Parties is not intended to permanently 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. This MOU supersedes the MOU of October 6, 2020, with regard to the issues of evaluations.

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1. During the Fall 2021 semester, the evaluations of unit members currently subject to evaluation under Article XII and the Evaluation MOU will be modified as follows:
 - a. Evaluations of unit members will take place in specified weeks of the term:
 - i. 18-, 16-, and 12-week sessions: weeks 6-14
 - ii. First 9-week session: weeks 6-8
 - iii. Second 9-week session: weeks 13-15
 - b. The following modified evaluation and survey forms attached to this MOU will be used instead of forms in the CBA (digital/electronic versions of forms may be used):
 - i. Online Faculty Observation Form
 - ii. Counseling Observation Form
 - iii. Mental Health Counseling Observation Form
 - iv. Athletic Director Observation Form
 - v. Part-Time Faculty Evaluation Summary
 - vi. Faculty Improvement Plan
 - vii. Student Survey for Online Instruction
 - viii. Student Survey for Counselor
 - c. Student surveys shall be open for two weeks in an online class.
 - i. Educational administrators will send an email or make an announcement in Canvas shells to students in each class with the following statement:

Student surveys help Barstow Community College facilitate instructor growth. Your response to the survey will take approximately 3 minutes and your answers will be kept confidential until after you receive your final

52 grade. Your Instructor/Counselor/Director/Librarian will not know if you
53 submitted a survey. You will not be graded on the survey and your grade
54 in the course will not be affected by completing the student survey.

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56 ii. The educational administrator who made the initial announcement to students
57 regarding student surveys may post up to two more reminders/announcements
58 or emails during the survey window.

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60 iii. Student survey response rates under 30% may not be used as the determining
61 factor in rehiring a faculty member.

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63 3. The pre-observation meeting must occur no later than the seventh (7th) week of the
64 semester.

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66 4. For online classes, hybrid classes, or other modality using virtual classroom/space or
67 services, the evaluation team will be provided access to the course/service homepage (if
68 applicable) and one weekly module (if applicable) to observe the online course materials
69 and pedagogy used to teach the course.

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71 5. Elements of the evaluation for non-instructional faculty, who are teaching, must include a
72 class observation in addition to the Counseling observation. To the extent possible, a faculty
73 member of the team who has teaching experience will conduct the observation using the
74 Classroom Observation Form. If the full-time non-instructional faculty also teaches, the class
75 observation/evaluation shall be conducted separate from the full-time non-instructional
76 faculty evaluation, using the part-time Faculty Evaluation process.

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78 6. For the Athletic Director, each member of the team will observe the Athletic Director with at
79 least one student, as appropriate. For faculty duties, the Athletic Director's evaluation team
80 shall follow the same process as for Tenure-Track Faculty.

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82 7. The entire evaluation, including the final written report and final review meeting with the
83 evaluatee, must be completed by the last day of the Fall semester.

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85 8. All other terms and conditions of work shall be in accordance with the current collective
86 bargaining agreement between the District and BCFA. In the event new circumstances arise
87 after the date of this MOU, the Parties agree to meet and negotiate in good faith regarding
88 any additional impacts and effects caused by the change in circumstances.

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90 9. Entire Agreement: This Agreement constitutes the entire agreement and understanding
91 between the Parties. There are no other oral understandings, terms, or conditions and
92 neither party has relied upon any representation, express or implied, not contained in this
93 Agreement. All prior understandings, terms, or conditions are deemed merged into this
94 Agreement.

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96 11. This Agreement is non-precedential, will not bind the Parties in any future action, whether
97 under similar circumstances or not, and cannot be introduced in any grievance, arbitration,
98 complaint, administrative or legal proceeding as evidence of past practice or intent of the
99 parties or meaning or application of the collective bargaining agreement.

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101 12. Modification: This Agreement cannot be changed or supplemented orally and shall be
102 modified or superseded only by a written instrument executed by both Parties.

- 103
104 13. Execution: The Agreement may be executed in several counterparts and shall be deemed
105 legally effective at such time as the counterparts thereof, duly executed on behalf of both
106 parties, have been furnished and delivered to the parties or attorneys for the parties to this
107 Agreement.
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109 14. Unless subsequent modifications to this agreement are negotiated, this Agreement will
110 sunset December 31, 2021.

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112 For the District:

For the Faculty Association:

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115 Eva Bagg (Sep 20 2021 08:36 PDT)

Beverly Ranney

116 Dr. Eva Bagg, Superintendent-President

Dr. Beverly Ranney, BCFA President

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BCFA-MOU EVALUATIONS- Fall 2021-2021-09-15-final-revised

Final Audit Report

2021-09-20

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