

MEMORANDUM OF UNDERSTANDING
BETWEEN BARSTOW COMMUNITY COLLEGE DISTRICT AND
BARSTOW COLLEGE FACULTY ASSOCIATIONCCA/CTA/NEA

July 27, 2021

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 compensation for large class sections.

TERMS

1. Large Class Assignments: Large class sections have an enrollment of more than the maximum scheduled capacity of the course. The following conditions apply:
 - a. Large class sections must be scheduled by the Dean.
 - b. Consent of the faculty member is required.
 - c. For sections with a 3 SLH load and enrollment forty-six (46) to sixty (60), and for every increment of fifteen (15) thereafter (for example, 61-75), one (1) additional SLH according to the appropriate salary schedule shall be assigned to the faculty member's workload. For sections with additional SLH load, the additional SLH assigned to the faculty member's workload will be proportional to load outlined above. For example, for sections with a 4 SLH load and enrollment beyond the maximum capacity in appropriate increments, 1.3 additional SLH according to the appropriate salary schedule shall be assigned to the faculty member's workload for each increment. For sections with a 6 SLH load and enrollment greater than the maximum enrollment, 2 additional SLH according to the appropriate salary schedule shall be assigned to the faculty member's workload for each increment. For sections with a 7 SLH load and enrollment greater than the maximum enrollment, 2.3 additional SLH according to the appropriate salary schedule shall be assigned to the faculty member's workload for each increment. For sections with a 9 SLH load and enrollment greater than the maximum enrollment, 3 additional SLH according to the appropriate salary schedule shall be added for each increment. For sections with a SLH load not outlined here, the proportional addition of workload to a faculty member's assignment will be calculated and applied.
 - d. Classes Sections with a maximum capacity of less than forty-five (45) students will utilize a factor of one-third (1/3) of the maximum capacity. Example: Classes with a maximum capacity of 30 would utilize an increment of ten (10) and classes with a maximum capacity of twenty-seven (27) would utilize an increment of nine (9).
 - e. Large class compensation will not apply to the overload limit.
 - f. Large class compensation will be calculated on census day.

2. 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.

3. This Agreement is not precedential, will not bind the Parties in future actions, 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.
4. Modification: This Agreement cannot be changed or supplemented orally and be modified or superseded only by a written instrument executed by both Parties.
5. 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.
6. This agreement will expire on December 17, 2021, at the conclusion of the Fall 2021 session.

For the District:


Eva Bagg (Jul 28, 2021 03:11 PDT)

Dr. Eva Bagg, Superintendent-President

07/28/2021

Date

For the Faculty Association:



Dr. Beverly Ranney, BCFA President

07/28/2021

Date