MEMORANDUM OF UNDERSTANDING BETWEEN CHAFFEY COMMUNITY COLLEGE DISTRICT AND CHAFFEY COLLEGE FACULTY ASSOCIATION REGARDING COVID-19 CORONAVIRUS

The Chaffey Community College District ("District") and Chaffey College Faculty Association ("Association") enter this Memorandum of Understanding ("MOU") regarding the issues related to the coronavirus COVID-19 ("coronavirus").

The parties recognize that staff may need to self-quarantine, become quarantined, and/or the District may need to close a school or schools on an emergency basis to slow the spread of illness arising from the coronavirus during the 2019-20 school year.

This MOU and all of the provisions herein commence on March 13, 2020 and end on May 20, 2020 (with the exception of item 13 below which will expire on July 31, 2020) unless otherwise extended through a written agreement between the District and the Association. At the end of this agreement, unit members return to work under the status quo working terms and conditions that are set forth in the current Association-District Collective Bargaining Agreement ("CBA").

The parties agree to the following:

- 1. Effective March 23, 2020, all faculty will be working remotely through the spring 2020 semester. This assignment is inclusive of but not limited to instruction, student support, and office hours.
- 2. All faculty shall be provided a \$250 stipend in recognition for self-directed preparation and/or training for online delivery of courses and services for the spring 2020 semester. In accordance with Ed Code Section 87482.5 such staff development compensation shall not be used for the purposes of calculating eligibility for contract or regular status.
- 3. All part-time instructional faculty shall be compensated \$100 in recognition for course conversion of face-to-face/hybrid to online of each lecture course taught. All part-time instructional faculty shall be compensated \$200 in recognition for course conversion of face-to-face/hybrid to online of each lab/activity or lecture/lab course taught. In accordance with Ed Code Section 87482.5 such professional ancillary activity compensation shall not be used for the purposes of calculating eligibility for contract or regular status.
- 4. Any faculty who need standard hardware (laptops, headsets, webcam) to support their online assignment shall be supported by the District. The costs associated with maintaining an ergonomic and remote work environment shall be the responsibility of the employee. However, the District will provide guidance and/or technical support to employees who have inquiries regarding ergonomic work environments. Any other requests will be considered by the appropriate associate superintendent on a case-by-case basis.
- 5. All faculty whose courses were converted to online delivery will provide to the first level manager 24 hours of "student access" to course shells on a mutually agreed upon date during the spring 2020 semester.
- 6. Any part-time faculty whose courses were suspended as a result of external mandates shall be given priority consideration for reemployment during the summer 2020 semester.

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- All faculty who have a Flex obligation on April 21, 2020 will also be provided 4-7 hours of flex credit in recognition for preparation for online delivery of courses and services during the spring 2020 semester.
- 8. Faculty with C1, C2, or C3 status who have not yet been evaluated and received an overall satisfactory evaluation rating during the fall 2019 semester shall not be evaluated in the spring 2020 semester.
- 9. Evaluations for all faculty whose observations and student evaluations have been completed will be extended through the 16th week of the spring 2020 semester to conclude the evaluation meetings. The evaluatee will be given the opportunity to initial, sign, and submit electronically. They may also submit the fully executed evaluation by US mail.
- 10. The part-time faculty evaluation process will be modified as follows: during the spring 2020 semester part-time faculty evaluations that are required but not yet completed shall be conducted using a modified narrative evaluation form without an overall rating, (see Appendix A) applying existing time frames. Part-time faculty whose observation occurred after March 30, 2020 shall be reevaluated in the fall 2020 semester.
- 11. Part-time faculty evaluations that occurred after March 30, 2020 will not be considered as part of the tier advancement process.
- 12. Contract regular faculty who were in the process of being evaluated in the spring 2020 semester shall have their evaluations completed in the fall 2020 semester. The evaluation committee will use all of the completed materials as of March 30, 2020 and any additional outstanding materials.
- 13. The deadline for submission of column advancement documentation shall be extended to July 31, 2020. This will be an extension only for 2020.
- 14. The deadlines for completing the following processes shall be extended to May 15, 2020: applications for small department grants, coordinator evaluations, and announcements for coordinator positions.

This MOU is being entered into solely under the context and circumstances of the COVID-19 pandemic and is non-precedent setting.

The District and Association agree to meet to negotiate any additional effects including an extension of the current provisions contemplated in this MOU, if the Coronavirus pandemic or related emergency declaration is extended beyond that which is currently known or contemplated.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding this \underline{I} day of \underline{Apri} 2020.

Chaffey College Faculty Association

1/041

Chaffey Community College District

District

Date

Association

APRIL 7, 2020

Date

APPENDIX A PART-TIME FACULTY EVALUATION: SPRING 2020 / COVID-19 OBSERVATION CHECKLIST

Please use the following to criteria/guidance for the evaluation narrative:

1.	TEXTBOOKS, SYLLABI	, HANDOUTS,	AND OTHER	COURSE MATERIALS
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- Relevant
- Clear
- Helpful

2. ASSIGNMENTS, PROJECTS AND EXAMS

- Challenging
- Clearly Explained
- Clear grading system

3. **ONLINE/REMOTE LEARNING ENVIRONMENT** (Required for all observations)

- Timely Feedback
- Regular & effective contact
- Student-student Engagement

Evaluation Narrative (Required)

Evaluator		Date of Observation	
Printed Name	Signature		
Evaluatee		Date	
Printed Name	Signature		