

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”). This MOU shall be in effect beginning October 12, 2020 through May 20, 2021 and may be extended all or in part by mutual agreement. 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 recognize that staff may need to self-quarantine, become quarantined, and/or the District may need to close a campus or campus sites on an emergency basis to slow the spread of illness arising from the coronavirus. While Article 19.1 states that Distance education assignments shall be on a voluntary basis, the District and the Association mutually agree to suspend the first two paragraphs included in Article 19.1 and all of Article 19.6.

All faculty scheduled to work via Distance Education must be Canvas-certified and ergonomically trained within one week of the start of the assignment.

#### **Health and Safety**

1. The District, the Association, and its bargaining unit members agree that classes and assignments that continue to meet in person will follow all state and county public health requirements. The District also agrees to provide all PPE supplies as available to all bargaining unit members who continue to teach and meet in person during the COVID-19 response. The District will make every reasonable effort to ensure that every classroom is cleaned and sanitized on a regular basis during the Coronavirus outbreak.
2. All office hours and out-of-class meetings with students shall be in a delivery mode consistent with distance education methods.
3. The District and the Association agree that all meetings shall be conducted in an online format.
4. All faculty teaching on campus will attend an orientation to in-person work prior to the first meeting of the Spring semester.
5. All faculty and students will complete daily self-checks. When feasible, the District will also conduct daily health screenings (e.g., temperature screenings, symptom checking) of faculty and students upon entering campus.

#### **DE Assignments**

6. With the exception of identified thirteen essential workforce sectors outlined by the Governor's Office, all instruction and support shall be delivered via distance education. Full-time faculty who prefer to teach exclusively online will be accommodated whenever possible.

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7. No online assignment will be replaced with in-person assignment unless mutually agreed upon.
8. All faculty whose courses are online in fall 2020 and spring 2021 will provide to the first-level manager 24 hours of student access to course shells on a mutually agreed upon date during each semester. This review is not conducted as part of the contractual evaluation process.
9. The District will loan an internet hot spot to any online instructor who requests one through the designated process.
10. Any faculty who needs standard hardware (laptops, webcam, headsets) to support their online assignment shall be supported by the District. All requests shall be submitted in writing to the supervising dean.
11. Requests for supplies excluding 9 and 10 above will be submitted to the dean for approval.
12. By April 10, 2021, each faculty member will be compensated \$100 in recognition for additional costs associated with remote instruction and service and ergonomic supplies for items not covered in items 9 and/or 10.

**Final Exams**

13. Unless a specific time is listed in the fall 2020 or spring 2021 schedule of classes, faculty shall provide an availability window of at least 48 hours within the final examination week during which students may take the exam.

**FLEX**

14. For full time faculty, January 7, 2021, is designated as required participation in Flex per Article 17.4 (e). For full time faculty the remaining two (2) Flex days in spring 2021 will be conducted as per the CBA.
15. Each part-time faculty in spring 2021 will self-report a minimum of twelve hours of Flex activities on the Flex verification form by June 20, 2021. Part-time faculty with assignments that are exclusively non-credit and/or student support (*e.g.*, library, counseling, success center) are exempted from Flex activity requirements.

**Evaluations**

16. 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.

**Ergonomics Training**

17. Newly hired faculty who begin work after January 1, 2021 shall be required to successfully complete ergonomic training. These faculty can be compensated for ergonomic training through either by reporting this time as one (1) hour of Flex credit or by submitting a timesheet for one (1) hour at the trainee rate (\$25 hour).

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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 14<sup>th</sup> day of October 2020.

Chaffey College Faculty Association

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Association

Chaffey Community College District

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District

\_\_\_\_\_ 10/14/2020 \_\_\_\_\_

Date

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Date