

MEMORANDUM OF UNDERSTANDING  
REGARDING COVID-19 CORONAVIRUS  
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 May 21, 2021 through December 19, 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 faculty 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 teach in person during the COVID-19 response. Students will also be provided with PPE supplies in the instructional areas. 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 conducted in an online format.
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 or view an online orientation to in-person work prior to returning to on campus instruction for the summer 2021 session and fall 2021 semester.
5. All faculty and students will complete daily self-checks. When feasible and recommended by the county and state Public Health guidelines, the District will also conduct daily health screenings (e.g., temperature screenings, symptom checking) of all faculty and students upon entering campus.
6. Class sizes will be set in accordance with current state and county Public Health guidelines taking into consideration the square footage per person, ventilation in the rooms, furniture limitations, and traffic flow. At the conclusion of this MOU, these class size modifications will revert to pre-pandemic class sizes, unless the Coronavirus pandemic or related emergency declaration is extended beyond that which is currently known or contemplated.

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7. In alignment with state and county ventilation standards, the District will optimize outside air ventilation when possible using air flow equipment as conditions allow. The District will implement a robust filter replacement program and will place air purifiers in all classrooms that will be occupied. When possible, rooms will be scheduled with more than 24 hours between uses to minimize live virus risk. Rooms being regularly used more frequently will be part of an ongoing regular cleaning schedule to disinfect between uses. The District will provide access to portable electrostatic sprayers that can be used to disinfect workstations if requested by the faculty member.
8. During the last five (5) minutes of every in-person class, faculty will direct students to utilize sanitation wipes to sanitize their work station. Faculty will monitor and direct student entry and exit of classrooms in accordance with social distancing protocols. Faculty scheduled for one (1) to five (5) in-person class meetings per section will receive a stipend of \$100 and faculty scheduled for six (6) or more in-person class meetings per section will receive a stipend of \$200. These stipends shall be paid by the end of the respective session or semester.
9. In the event HR notifies the instructor a COVID 19 exposure has occurred, in-person instruction will shift to an online format until it is safe to return to the in-person instruction as outlined in state and county Public Health guidelines.
10. Faculty teaching in person will be required to participate in training for the use of the classroom cameras and utilize them at their discretion to discourage ill students from attending in-person classes. The decision to award credit to those students who attend class remotely by video will be at the instructor's discretion.

**DE Assignments**

11. To the extent possible, faculty will not be required to provide in-person instruction. No online assignment will be replaced with in-person assignment unless mutually agreed upon.
12. All faculty whose courses are online 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.
13. The District will loan an internet hot spot to any faculty member who requests one through the designated process.
14. 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.
15. Requests for supplies excluding 13 and 14 above will be submitted to the dean for approval.
16. By December 12, 2021, each full-time and part-time 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 13, 14, and/or 15.

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17. The District and CCFA mutually agree to suspend and modify the current definition of hybrid as outlined in the collective bargaining agreement. Modification shall be determined by mutual consent among instructor of record, dean, and the department (if applicable) in a manner that is pedagogically sound.
18. Full-time faculty may recommend synchronous sessions in online sections.
19. Counseling and instructional support faculty during the summer 2021 session will be assigned to perform their duties fully online. Counseling and instructional support faculty during the fall 2021 semester will initially be assigned to perform their duties fully online. In the event that counseling and instructional support faculty are assigned in-person duties, the District shall provide CCFA with at least three (3) weeks' notice, and the District and CCFA agree to open negotiations on this matter.
20. For fall 2021, due to the pandemic constraints on face-to-face interactions between instructors and students, the eligibility will be expanded for part-time office hours to include all part-time faculty assigned at least one section. The amount of funds available towards those office hours for fall 2021 will be increased by \$45,000.

**Final Exams**

21. Unless a specific time is listed in the schedule of classes, faculty shall provide an availability window of at least 48 hours (not necessarily consecutive) within the final examination period during which students may take the exam.

**FLEX**

22. Part-time faculty Flex obligations in fall 2021 will be based on weekly hours of their teaching assignment (*e.g.*, six weekly hours of instruction equal six hours of Flex requirement). Part-time faculty will self-report those hours on the Flex verification form by June 20, 2022. 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**

23. Content that is broadcasted or filmed will not be used as part of a faculty evaluation without the expressed consent of the faculty member.

**Ergonomics Training**

24. Newly hired faculty who begin work after June 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 \_\_ day of \_\_\_\_\_ 2021.

Chaffey College Faculty Association



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Association

Chaffey Community College District

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District

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May 14, 2021

Date

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Date