

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 January 1, 2022 through May 19, 2022 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.

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 with an in-person assignment during the COVID-19 response. Students will also be provided with PPE supplies. The District will make every reasonable effort to ensure that every classroom is cleaned regularly. Faculty may request the use of an electro static sanitizer.
2. All office hours and out-of-class meetings with students may be conducted in an online format at the instructor’s discretion.
3. The District and the Association agree that all meetings shall be conducted with an online option.
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 spring 2022 semester.
5. All employees and students shall report COVID-like symptoms or potential exposure before coming to class. Faculty will report to Human Resources. In the event that Human Resources directs the faculty to not report for their in-person assignment, District leave will be provided and such leave will be contingent on required COVID testing. When feasible and recommended by the county and state Public Health guidelines, the District may also conduct daily health screenings (e.g., temperature screenings, symptom checking) of all employees and students upon entering campus.
6. 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 occupied classrooms. The District shall meet or exceed Cal/OSHA filtration standards for occupied buildings.
 - a. Mechanical ventilation systems in buildings must be operated continuously during normal working hours.

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- b. The District shall supply clean outside supplied air and/or recirculated indoor supplied air that has been passed through a Portable Air Cleaner (PAC) or through an HVAC system equipped with a Minimum Efficiency Reporting Value (MERV) 13 or greater filter or the maximum allowable filtration for the system.
 - c. The District shall provide a list of buildings with MERV-13 ventilation filtration or the maximum allowable filtration for the system to the CCFA President.
 - d. A list of maintenance schedules for HVAC equipment shall be provided within ten (10) business days of CCFA's request.
 - e. The District shall supply portable air purifier(s) to work areas when needed.
 - f. Unit members who believe their workspace does not meet applicable air ventilation guidelines in the Cal/OSHA guidance shall meet with their first level manager to identify and address concerns.
7. The District agrees to review, evaluate and improve, to the extent possible, the filtration and classroom size for KINACT classes that include strenuous indoor exercise. The classes include: KINACT-24, 25, 26, 28, 29A, 29B, and 29C.
8. In the event a COVID 19 exposure has occurred and requires a temporary quarantine, HR will inform the in-person instructor to continue the course in an online format until it is safe to return to the in-person instruction as outlined in state and county Public Health guidelines.
9. In order to provide alternative access for ill/quarantined students enrolled in in-person classes, faculty teaching in-person will be required to participate in training for the use of the classroom cameras. The decision to utilize cameras for these purposes and to award credit to those students who temporarily attend class remotely for these reasons will be at the instructor's discretion.
10. Appropriate signage for all classrooms will be provided specifying the District's mask and vaccine requirements for all in-person enrollments.

Assignments

11. The modality of an assignment will remain unaltered for the duration of the assignment unless mutually agreed upon.
12. The first-level manager shall be authorized to have student access to course shells in cases where evidence exists that the faculty member is not fulfilling the obligations of the assignment. This access is not to be included as part of the contractual evaluation process.
13. When available individual personal microphones will be provided for all faculty teaching in-person. The microphones will be available through their dean's office.
14. Any faculty who needs standard equipment (i.e., laptops, internet hot spots, webcam, headsets) to support their assignment shall have such equipment provided by the District. All requests shall be submitted in writing to the first-level manager.
15. Requests for supplies, excluding 13 and 14 above, will be submitted to the dean for approval.
16. By May 13, 2022, 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. For spring 2022, 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 spring 2022 will be increased by \$45,000.

Instructional Support and Counseling

18. For spring 2022, faculty in these areas shall be required a minimum of 12 hours of in-person service of their required 32 hours per week. More in-person service may be assigned only by mutual agreement.
19. Faculty in these areas will provide their first level manager and Associate Superintendent with a recommended plan for in-person interactions, including, but not limited to, scheduling, space utilization, capacity, appointments, PPE, air filtration, safety protocols.
20. To the extent possible, the District shall develop on-site areas for virtual access to support services by online students or community members who utilize District facilities for assistance. Non-physically distanced in-person access to support services will be limited to students enrolled in in-person instruction. This policy will be supported by appropriate signage and monitoring that in-person services are intended for in-person learners.

Final Exams

21. Unless a specific time is listed in the schedule of classes, faculty teaching fully online classes 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 spring 2022 will be based on weekly hours of their teaching assignment (*e.g.*, six weekly hours of instruction equal six hours of Flex requirement). Verification of part-time faculty flex participation will be completed no later than June 20, 2022. Verification is submitted through My Learning Hub, accessed via the Chaffey College portal. 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 January 1, 2022 shall be required to successfully complete ergonomic training. These faculty can be compensated for ergonomic training through either reporting this time as one (1) hour of Flex credit or submitting a timesheet for one (1) hour at the trainee rate (\$25 hour).

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Hyflex

25. In spring 2022, CCFA and the District agree to an experimental instructional prototype for ICON (in-class and online) delivery, otherwise known as “hyflex.” This prototype is limited to fall 2021 and spring 2022 only. As a result of the unique needs associated with prototype development and implementation, ICON sections/group service sessions will have an in-class assistant available for technical support during the Spring 2022 semester.

In fall 2021, the District will institute a FOSA for a maximum of 15 faculty who will be compensated \$300 each to research and prepare for the prototype delivery in spring 2022—including but not limited to a summary of delivery components and expectations; development of data and evidence collection (quantitative or qualitative) regarding efficacy; and practical strategies for instructors to consider when teaching in this method.

In spring 2022, a maximum of 15 faculty, participating on a voluntary basis, will be compensated an additional \$2,000 per section/group service of a mutually agreed upon number of sessions to apply the research and preparation as part of their in-person assignment. Faculty will explore and integrate the most effective simultaneous use of in-person and online instruction at their discretion in order to maximize learning access and support flexibility in the learning environment. These courses will only be included in the evaluation process by mutual agreement.

Spring 2022 compensation will be paid to participating faculty for the following deliverables:

- Design the delivery mode for their ICON course/group service
- Train on a variety of potential software and camera technologies available for use at their discretion
- Evaluate the efficacy of the delivery in an ongoing manner
- Provide a debrief regarding their experiences in order to advise the District regarding potential future use of this delivery
- Provide recommendations regarding any needed infrastructure in order to scale further experimentation

The District and CCFA agree to negotiate the effects of this prototype if and when it expands.

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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


Association

12.8.21
Date

Chaffey Community College District


District

12/7/2021
Date