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**MEMORANDUM OF UNDERSTANDING
BETWEEN
BARSTOW COMMUNITY COLLEGE DISTRICT AND
BARSTOW COLLEGE FACULTY ASSOCIATION CCA/CTA/NEA
July 14, 2021**

7 This Memorandum of Understanding (“MOU”) is entered into by and between the Barstow
8 Community College District (hereinafter referred to as "District") and the Barstow College Faculty
9 Association CCA/CTA/NEA (hereinafter referred to as "BCFA") (hereinafter collectively referred
10 to as the “Parties”), and is expressly made pursuant to the Educational Employment Relation Act
11 and the current Collective Bargaining Agreement (“CBA”).

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13 This MOU between the Parties is not intended to permanently change the terms of the current
14 CBA, but is instead a one-time, non-precedent setting agreement that may not be used as the
15 basis of a past practice by either party.

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TERMS

- 19 1. Unit members will remain in remote status until the first day of Fall 2021, excluding those
20 who have been providing in person services during Spring 2021 and the following:
21
 - 22 • Athletics
 - 23 • SDEV 150, 151 and 160

24 In addition, non-instructional faculty will return to work on the start date indicated on their
25 individual 176-day calendar.

- 26
27 2. The District expects to return to on campus operations for the Fall 2021 semester. In
28 order to ensure the safety of faculty members returning to campus for their assignments,
29 the District acknowledges its statutory obligation to provide reasonably safe working
30 environment in conformance with COVID-19 guidelines issued by the Centers for
31 Disease Control and Prevention (CDC), California Department of Public Health (CDPH),
32 California Chancellor of Community Colleges Office, the California Department of
33 Industrial Relations Division of Occupational Safety and Health (Cal/OSHA), the San
34 Bernardino County Office of Public Health, as well as other health orders from state and
35 local public health officers. These guidelines may include, but are not limited to, items
36 such as maximum occupancy of classrooms; social distancing requirements for all
37 instructional spaces; screening and testing of all persons coming on campus by District-
38 trained personnel; limits on the number of classes/students allowed on campus and
39 within each building at any given time; limits on hallway and bathroom use; cleaning and
40 disinfecting requirements; tracing and notification of exposure; ensuring the appropriate
41 open ventilation and air circulation; and the provision of personal protective equipment
42 (PPE) for faculty and students.

43
44 COVID-19 health and safety information can be found at:

- 45
46
 - 47 • Center for Disease Control (“[CDC](#)”)
 - 48 • California Department of Public Health (“[CDPH](#)”)
 - 49 • California Community College Chancellor’s Office (“[CCCCO](#)”)
 - 50 • California Department of Industrial Relations Division of Occupational Safety
51 and Health ([Cal/OSHA](#)),
 - 52 • San Bernardino County Office of Public Health (“[SBCPH](#)”)

53 The District shall issue a “COVID-19 Prevention Plan” for guidelines to be followed at
54 Barstow College or any Barstow College remote site, subject to any subsequent

55 iterations as made in conformance with applicable federal, state, and local health and
56 safety laws and guidelines.

57
58 4. Faculty shall be required to complete 1.5 hours of Staying Healthy in a Changing
59 Environment/COVID-19 training within Everfi before returning to campus. This 1.5 hours
60 of training shall be paid as a stipend of \$83 for those that complete the training before
61 the first day of their on-campus assignment or the end of the Fall semester, whichever
62 occurs first.

63
64 5. Sick leave for Covid related illness and family care:

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66 a. The District will provide unit members with all applicable COVID-19-related
67 leaves and entitlements as required under state and federal law.

68
69 b. The Parties further agree that the District will provide unit members with any
70 additional leaves or entitlements as provided for in any applicable COVID-19-
71 related state and/or federal directive(s), authorization(s), and/or appropriation(s),
72 as authorized by law.

73
74 6. All visitors, students, and employees are expected to observe state, federal, and local
75 directives and guidelines, as well as the District's COVID-19 Prevention Plan when at
76 Barstow College or any Barstow College remote site. Faculty shall have the authority to
77 require students to comply with state, federal, and District-established health and safety
78 measures. Faculty will also have the option to ask a student to leave a
79 classroom/workspace or cancel a class meeting with no loss of pay or leave if the
80 situation with a student warrants in accordance with District Board Policy 5500 and
81 Administrative Procedures 5520.

82
83 7. Unit members will have the option of attending In-service and all joint District-faculty
84 meetings virtually during Fall 2021.

85
86 8. Class sizes will be capped based upon work station capacity or at room capacity in
87 accordance with applicable state and local health and safety guidelines.

88
89 9. For Fall 2021, the online class size for CHLD 49 will be capped at 20 and the following
90 online classes will be capped at 30:

91
92

Subject	Course	Cap	Subject	Course	Cap
ASTR	1	30	COMM	5	30
BIOL	2	30	COSM	52	30
BIOL	4	30	COSM	50A	30
BIOL	5	30	COSM	50B	30
BIOL	8	30	COSM	50C	30
BIOL	20A	30	COSM	51A	30
BIOL	20B	30	COSM	51B	30
CHEM	10	30	COSM	51C	30
CHEM	1A	30	GEOL	1L	30
CHEM	1B	30	PHSC	2	30
CHEM	2A	30	PHYS	2A	30
COMM	1	30			

93
94 This Memorandum of Understanding shall take effect July 1, 2021, shall continue in effect
95 until December 31, 2021.

96

97 This Agreement is non-precedential, will not bind the Parties in any future action, whether under
98 similar circumstances or not, and cannot be introduced in any grievance, arbitration, complaint,
99 administrative or legal proceeding as evidence of past practice or intent of the parties or
100 meaning or application of the collective bargaining agreement.

101
102 For the District:

For the Faculty Association:

103
104 
105 Rex Randall Erickson (Jul 14, 2021 11:11 MDT)

Beverly Ranney

106 Rex Randall Erickson

Dr. Beverly Ranney

107 
108 Jennifer Burchett (Jul 14, 2021 15:15 PDT)

109 Jennifer Burchett

110 *Heather Minehart*

111
112 Heather Minehart

113 *Tim Botengan*

114
115 Tim Botengan

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MOU COVID19-Fall 2021-07-14-fin

Final Audit Report

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 Agreement completed.

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