

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
IMPERIAL VALLEY COMMUNITY COLLEGE DISTRICT  
AND  
IMPERIAL VALLEY COLLEGE FACULTY ASSOCIATION CCA/CTA/NEA**

This Memorandum of Understanding (“MOU”) is entered into by and between the Imperial Valley Community College District (hereinafter referred to as "District") and the Imperial Valley College Faculty Association CCA/CTA/NEA (hereinafter referred to as "IVCFA") (hereinafter collectively referred to as the “Parties”), and is expressly made pursuant to the Educational Employment Relation Act and the current Collective Bargaining Agreement (“CBA”). The purpose of this Memorandum of Understanding is to address unit members working conditions and campus operations during the COVID-19 pandemic for academic year 2020-2021.

This MOU between the Parties is not intended to change the terms of the current CBA or prior MOU for spring 2020, but is instead a one-time, non-precedent setting agreement that may not be used as the basis of a past practice by either party.

**TERMS**

1. The District transitioned and continues to transition many of its classes/courses/services to an online educational delivery format due to the COVID-19 pandemic. The Faculty Association will be consulted prior to any final decision to reopen the campus to normal operations in order to evaluate the impact on faculty working conditions. When the college reopens for regular face-to-face classes/services, unit members shall be provided a notice of at least thirty calendar days prior to the start of the next academic term to make the transition.
2. The District shall provide appropriate training for all unit members to prepare to teach in an online format for summer and fall 2020 using the college approved Learning Management System, CANVAS. The District acknowledges that teaching faculty will need to participate in the appropriate training to meet the Distance Education standards of virtual equivalence, regular, effective contact, and accessibility laws, as well as implement these standards in their newly online courses.
  - a. **Support of online format:** Teaching unit members will be compensated \$70 per unit for all classes taught on-line in fall 2020. Faculty who teach online classes in summer 2020, winter 2021, and spring 2021 that have not been previously converted to online will receive \$70 per unit for converting those classes. This extra faculty work is required to meet the Distance Education local approval process and maintain standards of virtual equivalence, regular effective contact and accessibility.

- b. **Training for online modality:** All unit members who provide online training to other faculty members during summer and fall 2020 terms shall be compensated per Article 17.14 of the CBA, which includes all hours of training and a three-hour preparation period for each separate topic of training at the overload rate. Faculty who provide coaching services to other faculty shall receive a flat stipend of \$250 per term. Faculty members who act as trainers or coaches must be IVC approved DE instructors. All unit members shall be compensated at the overload rate for any training needed to improve their effectiveness in delivering their course via distance education format, including but not limited to increasing knowledge of CANVAS, learning software to deliver discipline specific content, meeting accessibility standards, or any other training that can assist the faculty member to meet the virtual equivalency requirement. To receive compensation, unit members must submit a request for extra duty compensation to the area VP prior to participating in training and then a pay memo once the hours are completed. This work will be paid on the first available payroll after submission of the pay memo.
- c. **Compensation for additional contact hours as a result of social distancing:** Some face-to-face classes may require additional hours beyond the stated contact hours in the course catalog because the instructor will meet with students in smaller groups to maintain social distancing practices. Faculty who must meet additional hours beyond the normal contact hours of a class will be compensated for those additional hours at the overload rate during the academic term. Any non-teaching faculty member (counselor/librarian) who is required to work extra hours above their normal 35/40 hours a week to meet the needs of the students, shall be compensated at the overload rate. All additional hours must be pre-approved by the appropriate Vice President.
- d. **Compensation for Necessary Expenses to Work From Home:** As per Education Code §87032, unit members working from home during the COVID-19 college closure, either to teach online courses or to provide student services, will be compensated \$50 per month for the duration of this MOU for internet, data and phone services. Any internet, data, phone service or other expenses encumbered above the normal monthly bill as a result from working from home which exceed the monthly allowance may be submitted to the appropriate Vice President for reimbursement. Receipts and documentation of monthly bills will be required as proof of the added encumbered expenses as a result of working from home.
- e. **Access to technology:** Unit members who do not have access to the technology tools, such as a laptop, printer, monitor, mouse, keyboards, etc. to provide online education/services will be loaned said tools by the District at no charge to the unit member. If District cannot provide the resources or equipment, (chairs, desks, etc.) needed to work remotely, the unit member will be reimbursed any

reasonable incurred costs which are pre-approved by the appropriate Vice President.

3. **Evaluations:**

- a. All tenure track evaluations scheduled for fall 2020 will be completed in fall 2020 in compliance with the CBA Article 11.
- b. All regular unit member evaluations that were scheduled but not completed in spring 2020 due to the COVID-19 college closure will be completed in fall 2020 in compliance with the CBA Article 10.
- c. All regular unit member evaluations due in academic year 2020/2021 will be completed in fall 2020 or spring 2021 by mutual agreement between the unit member and the appropriate administrator and in compliance with the CBA Article 10.
- d. All of the above unit member evaluations will be subject to the following conditions:
  - i. Any completed evaluation of a unit member who was not already a IVC approved DE instructor that is less than satisfactory will not be used in any negative manner or included in any disciplinary action. The unit member who receives a less than satisfactory evaluation will be able to request an additional evaluation be done once they return to face-to-face instruction or non-instructional services. If requested by the unit member, the second evaluation will replace the unsatisfactory evaluation.
  - ii. Student evaluations will not be completed electronically for any unit member, except for those teaching faculty who were already IVC approved DE instructors before the COVID-19 pandemic.
  - iii. The District will provide instruction and training on how to conduct online teaching observations to all those assigned to evaluation committees and follow the procedure outlined in the CBA for online course observation.

4. **Assignments:**

- a. Any unit member who is unable to come to campus because of children being out of school and unable to arrange child care, concerns about bringing illness home to compromised family members, or their own concerns about exposure because of inclusion in high risk categories according to the CDC, including being 65 or older in age, or having pre-existing medical conditions, will have the right to work remotely with no loss of pay during a level 1, 2, or 3 closure as defined by the Superintendent/President.

- b. The limitations regarding online teaching assignments under Article 15.11 are temporarily suspended through the duration of this MOU.
5. All limits for unit member's schedules on when and where classes are to be held are waived during the duration of this MOU.
6. During the COVID-19 pandemic and temporary suspension of normal campus operations, the parties agree and understand:
  - a. Classes/courses held online may not correspond to the same scheduling requirements as an in-person class;
  - b. Classes/courses being offered via distance education the duration of this MOU are designated as either "synchronous online" or "asynchronous online" (apart from any scheduled face-to-face meetings) and faculty will provide opportunities for students to make up work due to a legitimate absence, per the faculty member's usual and customary practices.
  - c. Classes/courses that continue to be held face-to-face may, out of necessity, be cancelled, or suspended and rescheduled later;
  - d. To the extent possible, non-classroom assignments for unit members may be conducted online and, if determined appropriate by the administrator, may not correspond to the same scheduling requirements as face-to-face responsibilities;
  - e. Non-classroom assignments for unit members may be conducted via Zoom, email or phone as appropriate, or be cancelled and rescheduled at a later time in the semester by mutual agreement with the appropriate Vice President;
  - f. Unit members shall conduct office hours online, via Zoom, and/or via email as appropriate;
  - g. To the extent possible, bargaining unit members shall conduct professional duties and responsibilities online, via phone, via Zoom, and/or via email;
  - h. In the event unit members are directed or required to report to the worksite during a school closure, (with the exception of those unit members who fall under the risk categories listed in item 5a herein) the District will implement increased measures to ensure areas are cleaned and disinfected, appropriate PPE is available, and social distancing practices are in place prior to unit members returning to campus.

- i. If a unit member interacts face-to-face with students or others and is notified that one of the people they came in contact with has been diagnosed with COVID-19, the unit member will immediately notify the administration and suspend face-to-face contact until further notice.
  - j. A unit member teaching a face-to-face class who is exposed to COVID-19 must go into self-quarantine until testing can be obtained and negative test results will be submitted to HR prior to resuming face-to-face instruction or returning to campus.
- 7. **Face-to-face Classes:** Classes that are approved by the appropriate Vice President to meet face-to-face shall follow all state and county public health requirements and recommendations and social distancing norms. This may include moving face-to-face classes to larger rooms to provide additional space between individuals. The District agrees to provide disinfecting supplies to unit members who continue to teach and/or meet face-to-face during the COVID-19 pandemic. If disinfecting supplies are provided in the classroom, unit members will assist, if possible, in helping to keep the classroom clean and enlist students to help wipe down training aids and lab equipment between use by students. Unit members will not have to use classroom instruction time to do this if it would lessen coverage of the course outline of record or stay after class to clean the room. District should establish a procedure for cleaning classrooms between classes. District will also implement supplemental cleaning above routine cleaning to ensure high-touch areas are cleaned and disinfected.
- 8. **Compensation and Leaves:** During the COVID-19 pandemic and temporary suspension of normal campus operations, unit members shall continue to receive their full salaries without any deduction from the unit member's accumulated sick leave unless the sick leave is due to an illness or injury not related to the Coronavirus and the unit member is unable to perform their duties on campus or remotely.
- 9. Immediately following return to normal campus operations and face-to-face instruction/services, unless otherwise negotiated by the parties, all terms, conditions, and agreements stated in this Agreement shall cease and return to that stated in the current collective bargaining agreement between the District and IVCFA.
- 10. Modification: This Agreement cannot be changed or supplemented orally and may be modified or superseded only by a written instrument executed by both Parties.
- 11. The IVCFA reserves the right to negotiate any additional impacts not covered in this agreement concerning the school closure during the summer intersession 2020 and fall 2020.
- 12. This MOU is for the time period of July 1, 2020 through June 30, 2021. Should the college resume normal operations prior to the June 30, 2021, this MOU will sunset.

For the District:

  
[Clint Dougherty \(Oct 1, 2020 08:41 PDT\)](#)

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Oct 1, 2020

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Date

For the Faculty Association:

*Norma Nunez*

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Oct 1, 2020

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Date

# COVID19 - MOU 9-30-20

Final Audit Report

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