

**MEMORANDUM OF UNDERSTANDING
BETWEEN
IMPERIAL VALLEY COMMUNITY COLLEGE DISTRICT
AND
IMPERIAL VALLEY COLLEGE PART TIME 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 Part Time Faculty Association CCA/CTA/NEA (hereinafter referred to as "IVCPTFA") (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 emergency crisis.

This MOU between the Parties is not intended to change the terms of the current CBA 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 is currently planning to transition many of its classes/courses to an online/remote educational delivery format effective March 16, 2020. The anticipated date of return to normal campus operations and face-to-face instruction is no later than June 12, 2020, however, the parties understand this date may change as the COVID-19 emergency crisis continues to evolve.
2. Given the State Chancellor’s Office guidelines on Distance Education Addendums, both Parties agree to waive the requirement of a Curriculum Committee approved DE Addendum for each course. Additionally, the parties agree to waive the Online faculty qualifications.
3. The District acknowledges the difference in quality for conversion to on-line/remote educational modalities versus traditional planned on-line learning. The conversion is a mechanism to continue to provide instruction given the current COVID-19 emergency crisis and take preventative measures to social distance and minimize further outbreak. The individual unit members and appropriate Vice President will determine via mutual consultation which courses can be provided remotely and how required contact hours will be fulfilled.

4. All bargaining unit members shall be provided time and necessary training to prepare and transition to an online/remote format and attend the appropriate training.
 - a. Part-time unit members who have teaching assignments in Spring Semester 2020 will be paid a stipend of \$50.00 per unit assigned to transition to an online/remote format or to make up classes beyond the end of the semester if they are not already working for the District in an online/remote education environment.
 - b. All unit members will receive a single allowance for the period of March 16-April 20 of \$75 for costs incurred due to working from home and the potential of increased data usage associated with performing district work using personal phones and internet. If the COVID-19 emergency crisis continues past April 20, an additional \$75 stipend will be provided. Unit members who do not have access to the technology tools to provide online/remote education will be loaned said tools by the District at no charge to the unit member.
 - c. If full time faculty negotiate higher stipends for work described in “a” and “b” above, these stipends will be increased to the negotiated full-time faculty rate.
5. During the COVID-19 emergency crisis and temporary suspension of normal campus operations, incomplete evaluations of unit members currently subject to evaluation shall be postponed. If upon return to normal campus operations, the evaluation can reasonably be completed by May 31st, in accordance with the collective bargaining agreement, then such evaluation shall continue at that time. Otherwise, the parties agree to postpone incomplete evaluations of unit members currently subject to evaluation under Article 8 to the 2020-2021 academic year.
6. During the COVID-19 emergency crisis and temporary suspension of normal campus operations, the parties agree and understand:
 - (1) Classes/courses held online/remotely may not correspond to the same scheduling requirements as an in-person class;
 - (2) Classes/courses that continue to be held face-to-face may out of necessity be cancelled, rescheduled later in the semester, and require that bargaining unit members be compensated for additional class meetings beyond the current calendar;
 - (3) To the extent possible, non-classroom assignments for unit members may be conducted online/remotely and may not correspond to the same scheduling requirements as face-to-face responsibilities;
 - (4) Non-classroom assignments for unit members may be conducted via Zoom or phone, or be cancelled and rescheduled at a later time in the semester by mutual agreement with the appropriate Vice President;
 - (5) To the extent possible, bargaining unit members shall conduct office hours online, via Zoom, and/or via email;

- (6) To the extent possible, bargaining unit members shall conduct professional duties and responsibilities online, via Zoom, and/or via email;
 - (7) Any bargaining unit member who is unable to come to campus because of children being out of school, concerns about bringing illness home to compromised family members, or their own concerns about exposure will have the right to work remotely with no loss of pay.
7. Classes that are approved by the appropriate Vice President to continue to meet face-to-face shall follow all state, county, and city 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 also agrees to provide sanitizing supplies to bargaining unit members who continue to teach and/or meet face-to-face during the COVID-19 crisis.
8. During the COVID-19 emergency crisis and temporary suspension of normal campus operations, bargaining unit members shall continue to receive their full salaries without any deduction from the bargaining 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, 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 IVCPTFA.
10. Entire Agreement: This Agreement constitutes the entire agreement and understanding between the Parties. There are no other oral understandings, terms, or conditions and neither party has relied upon any representation, express or implied, not contained in this Agreement. All prior understandings, terms, or conditions are deemed merged into this Agreement.
11. This Agreement is non-precedential, will not bind the Parties in any future action, whether under similar circumstances or not, and cannot be introduced in any grievance, arbitration, complaint, administrative or legal proceeding as evidence of past practice or intent of the parties or meaning or application of the collective bargaining agreement.
12. Modification: This Agreement cannot be changed or supplemented orally and may be modified or superseded only by a written instrument executed by both Parties.
13. Execution: The Agreement may be executed in several counterparts and shall be deemed legally effective at such time as the counterparts thereof, duly executed on behalf of both parties, have been furnished and delivered to the parties or attorneys for the parties to this Agreement.

14. Unless subsequent modifications to this agreement are negotiated, this Agreement will sunset on Monday, April 20th or when normal campus operations commence, whichever occurs later.

For the District:



3/17/20

Date

For the Faculty Association:



3/17/2020

Date