

**MEMORANDUM OF UNDERSTANDING  
MODIFICATION  
BETWEEN  
IMPERIAL VALLEY COMMUNITY COLLEGE DISTRICT  
AND  
IMPERIAL VALLEY COLLEGE PART-TIME FACULTY ASSOCIATION**

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 (hereinafter referred to as ("PTFA") (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 through spring semester of 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. All unit members will not suffer any loss in compensation due to no on-line classes being held the week of August 17 through August 23, 2020 due to the ransomware attack on the College. Office hours are included in this pay for outreach to students.
2. 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 anticipated date of return to normal campus operations and face-to-face instruction is summer 2021, however, the parties understand this date may change as the COVID-19 pandemic continues to evolve and outlook becomes clearer. When the college reopens for regular face-to-face classes, affected unit members will be provided a notice of at least thirty calendar days prior to the start of the next term/semester to make the transition.
3. The District shall provide appropriate training for all unit members to prepare to teach in an online format for fall 2020 using the college approved Learning Management System, CANVAS. The District acknowledges that teaching unit members 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:** Unit members who had online teaching assignments in summer 2020 will be paid a stipend of \$70 per unit assigned to successfully transition to an online format for courses which have not been previously transitioned and complete any instruction beyond the end of semester should

emergency suspension of instruction/services become necessary. Unit members will be compensated \$70 per unit for all on-line classes taught in fall 2020. Unit members will be compensated \$70 per unit for on-line classes which had not been previously transitioned for winter and spring 2021.

- b. **Training for online modality:** All unit members teaching in fall 2020 will be compensated for participation in up to ten hours of district provided training through the Teaching & Learning Center at the part-time faculty rate regardless of when the training is held in fall semester without pre-approval of the area VP. Compensation for training provided by outside the district will require pre-approval by the appropriate Vice President. Unit members are not required to complete the training. Unit members acting as Faculty trainers for the online training will be compensated at the part-time faculty rate for all hours of training provided and one-time payment for a three-hour preparation period per training topic for all future trainings. Unit members must submit a request for extra duty compensation for pre-approval of the area VP prior to participating in training beyond the ten hours 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. Retroactive to June 15, 2020, unit members who must meet additional hours beyond the normal contact hours of a class will be compensated for those additional hours at the part-time faculty rate during the session/semester. All additional hours must be pre-approved by the appropriate Vice President.
  - d. **Compensation for internet and data services from home:** Unit members who are provided an assignment and required to work from home during the summer 2020 and 2020/2021 academic year COVID-19 college closure, either to teach online courses or to provide student services will receive a monthly allowance of \$50 retroactive to July 1, 2020.
  - e. **Access to technology, computer programs, and supplies:** Unit members who do not have access to the technology tools, such as a laptop, printer, monitor, mouse, keyboards, computer programs, and related supplies such as ink cartridges, paper, 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 needed to work remotely, the unit member will be reimbursed any reasonable incurred costs which are pre-approved by the appropriate Vice President.
  - f. **Correspondence Courses:** The District will pay the cost of using US mail to all coursework related to correspondence courses to and from the unit members preferred mailing address. Unit members must provide receipts when submitting for reimbursement of mailing expenses.
4. **Evaluations:** Unit member evaluations that were scheduled but not completed in spring 2020 due to the COVID-19 college closure will be rescheduled and completed in fall

2020 in compliance with the CBA Article 8. Counseling unit members will be evaluated using the face-to-face form in the CBA. Student evaluations completed during the 2020/2021 academic year evaluation period will only be used for feedback to the unit member and will not be part of the evaluation packet.

Instructions on how to conduct online observations will be provided to individuals assigned to evaluation committees.

It is recognized by the parties that due to the COVID-19 pandemic many unit members are providing instruction and services to students in the online modality by necessity, not choice, and as such should be evaluated through that lens.

5. **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 are encouraged to select on-line courses. If on-line assignments are not available due to the selection process and seniority, the appropriate Dean or Vice President may discuss the assignment with the unit member to attempt a mutually agreeable adjustment to accommodate an on-line assignment for faculty in a high risk category.
  - b. Any limitations regarding online teaching assignments are temporarily suspended through spring 2021 semester.
  - c. Unit members who do not accept an assignment during the COVID-19 campus closure will not have this considered a break in service per their reemployment preference.
6. All limits for unit member's schedules on when and where classes are to be held are waived during the 2020/2021 academic year.
7. 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 in the 2020/2021 academic year are designated as either "synchronous online" or "asynchronous online" (apart from any scheduled face-to-face meetings) and unit members must offer the class instruction consistent with the designated schedule, but even "synchronous online" offerings must allow students to make up (e.g., watch the recorded lecture) at a later time;
  - 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 4a 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. In the event of a known exposure to COVID-19 during a face-to-face class the unit member will be required to immediately notify the Dean and suspend the class 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.
8. **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. The District M&O staff will clean classrooms and equipment when class is not in session. District will also implement supplemental cleaning above routine cleaning to ensure high-touch areas are cleaned and disinfected.
9. **Compensation and Leaves:** During the COVID-19 pandemic and temporary suspension of normal campus operations, unit members shall continue to receive their full salaries during the fall 2020 semester 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.

10. 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 IVC PTFA.
11. Modification: This Agreement cannot be changed or supplemented orally and may be modified or superseded only by a written instrument executed by both Parties.
12. The IVC PTFA reserves the right to negotiate any additional impacts not covered in this agreement concerning the school closure during the 2020/2021 academic year.
13. Unless subsequent modifications to this agreement are negotiated, this Agreement will sunset on June 12, 2021.

For the District:

  
Clint Dougherty (Sep 24, 2020 20:36 PDT)

Sep 24, 2020

\_\_\_\_\_  
Date

For the Part-Time Faculty Association:

  
Joe Henderson (Sep 24, 2020 19:12 PDT)

Sep 24, 2020

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Date

# COVID19 - MOU (Modified) 9-24-2020

Final Audit Report

2020-09-25

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