

**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 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

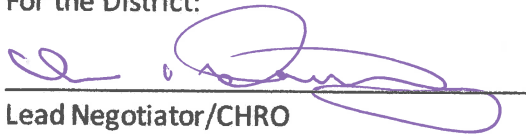
1. The District transitioned and continues to transition many of its classes/courses/services to an online/remote educational delivery format due to the COVID-19 emergency. The anticipated date of return to normal campus operations and face-to-face instruction is after June 17, 2020, however, the Parties understand this date may change as the COVID-19 emergency crisis continues to evolve. When the college re-opens for regular classes, sufficient notice will be made to all unit members to allow enough time to transition classes back to regular face to face classes.
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 qualification requirements.
3. The District acknowledges the difference in quality for conversion to online/remote educational modalities versus traditional planned online 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 unit members shall be provided time and necessary training to prepare and transition to an online/remote format and attend the appropriate training.
 - a. Unit members who have teaching assignments in Spring 2020 will be paid a stipend of \$50 per unit assigned to successfully transition to an online/remote format or to make up classes beyond the end of the semester or combination thereof to meet the required course student contact hours. Should the closure and need to continue online/remote instruction go beyond the spring 2020 semester the stipend will only apply to transitioning courses which have not already been transitioned in spring 2020. Spring 2020 online units assigned to faculty prior to the COVID-19 emergency crisis are not eligible for this stipend. Hybrid courses are eligible for the stipend. This stipend will be paid no later than June 30, 2020.
 - b. All unit members will receive an allowance of \$150 for the period of March 16, 2020 through June 12, 2020 for costs incurred due to working from home and the potential of increased data usage associated with performing District work. Allowance will be paid in two installments.
 - c. Unit members who do not have access to the technology tools to provide online/remote 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 approved by the appropriate Vice President.
 - d. Unit members who participated in training as a result of the COVID-19 emergency crisis in the month of March, whether in person or online training workshops/seminars, shall be compensated at the overload rate for the time spent in the training. Unit members shall submit a request for extra duty compensation to the area VP that lists the name of the training attended and the time spent in the training. Beginning April 1, 2020, any additional training needed to continue the transition to online instruction due to the COVID-19 emergency crisis shall also be compensated at the overload rate, but faculty must submit the request for extra duty compensation for pre-approval of the area VP prior to participating in the training.
 - e. Unit members who acted as trainers to provide necessary training to faculty as a result of the COVID-19 emergency crisis shall be compensated per Article 17.14 of the CBA.
5. All unit member evaluations will be suspended for the Spring 2020 semester. The Parties agree to postpone incomplete evaluations of unit members currently subject to evaluation during Spring 2020 under Article 10 to the 2020-2021 academic year.
6. All time limits in the CBA occurring during the time period when the campus is closed will be waived at least until the end of Spring 2020. (i.e., sabbatical, salary advancement).

7. All limits on when and where classes are to be held are waived during the Spring 2020 semester.
8. During the COVID-19 emergency crisis and temporary suspension of normal campus operations, the Parties agree and understand:
 - a. Classes/courses held online/remotely may not correspond to the same scheduling requirements as an in-person class.
 - b. Classes/courses that continue to be held face-to-face may out of necessity be cancelled or rescheduled later in the semester. If additional time beyond the number of required classes (student contact) is needed, unit members shall be compensated within reason at the overload rate for that extra time. This will be determined on an individual case basis and follow the established process for pre-authorization extra duty compensation.
 - c. 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.
 - d. 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.
 - e. To the extent possible, bargaining unit members shall conduct office hours online, via Zoom, and/or via email as appropriate.
 - f. To the extent possible, bargaining unit members shall conduct professional duties and responsibilities online, via Zoom, and/or via email.
 - g. 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, 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.
 - h. In the event unit members are directed or required to report to the worksite during a school closure, the District will implement increased measures to ensure areas are cleaned and disinfected prior to unit members returning to campus.
9. 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 crisis. District will also implement supplemental cleaning above routine cleaning to ensure high-touch areas are cleaned and disinfected.

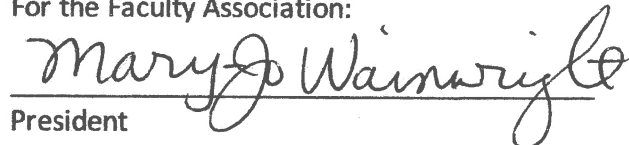
10. During the COVID-19 emergency crisis and temporary suspension of normal campus operations, unit members shall continue to receive their full salaries without any deduction from the unit member's accumulated sick leave unless the sick leave is due to an illness or injury not related to the Coronavirus and the unit member is unable to perform their duties on campus or remotely.
11. All college facilities, individual offices and cubicles, and classrooms will be cleaned and disinfected prior to unit members returning to campus.
12. 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 IVCFA.
13. Modification: This Agreement cannot be changed or supplemented orally and may be modified or superseded only by a written instrument executed by both Parties.
14. The IVCFA reserves the right to negotiate any additional impacts not covered in this agreement concerning the school closure in the 2019-20 school year.
15. Unless subsequent modifications to this agreement are negotiated, this Agreement will sunset on June 17, 2020.

For the District:


Lead Negotiator/CHRO

4/19/20
Date

For the Faculty Association:


President

4/19/20
Date