

**MEMORANDUM OF
UNDERSTANDING BETWEEN
COLLEGE OF THE DESERT FACULTY ASSOCIATION
AND DESERT COMMUNITY COLLEGE DISTRICT**

July 29, 2021

This Memorandum of Understanding (“MOU”) is entered into by and between the College of the Desert Faculty Association (hereinafter referred to as "CODFA") and the Desert Community College District (hereinafter referred to as "District") (hereinafter collectively referred to as the “Parties”), and is expressly made pursuant to the Educational Employment Relations Act and the current Collective Bargaining Agreement (“CBA”). The Parties recognize that in response to the COVID-19 crisis, on March 13, 2020, the Desert Community College District Board of Trustees unanimously adopted a state of emergency proclamation providing authority to the Superintendent/President or designee to take any and all actions necessary to ensure the continuation of education while protecting the health and safety of students and staff at the College of the Desert. Consistent with its authority under the CBA and EERA, the District has extended most its classes/courses to an online/remote educational delivery format through the fall semester of 2021. The purpose of this Memorandum of Understanding is to negotiate per EERA, the effects of this action on unit members’ wages, hours, and working conditions. This MOU sunsets December 31, 2021.

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 Superintendent/President made the decision to extend most of its classes/courses to an online/remote educational delivery format until the end of the fall 2021 semester.
2. For fall 2021, DE certification will be automatically waived for first semester of the unit members’ employment. For all other unit members, compliance with the DE certification will not impact contractual assignments, including overload.
3. It is understood that the District may assign a limited number of unit members to teach at COD Campus locations in fall 2021 for a limited number of courses. Teaching and non-teaching unit members will be paid 0.15 of the lab rate for every hour the unit member provides face to face instruction or service in addition to their regular pay during fall 2021. The District will adhere to the guidance provided by appropriate agencies, and ensure all remote sites and campus locations adhere to all

requirements of the local public health official with regard to all safety protocols related to COVID-19.

- a. The District will provide Cal OSHA recommended masks at no charge to unit members when unit members request a mask and are assigned to work on- campus.
 - b. The District will provide additional personal protective equipment as needed by department such as: but not limited to, plexiglass dividers, hand sanitizer and disinfectant wipes.
 - c. Unit members who are teaching face to face will have the option of conducting their office hours remotely.
 - d. In order to protect the safety of unit members and students, social distancing as established in the approved COVID-19 Return to Campus Plan will be maintained in all indoor environments, including classrooms and Student Services buildings.
 - e. As approved by vote through the COVID Taskforce, the District agrees to limit the number of students in each face to face classroom to allow social distancing.
4. District will ensure ventilation systems operate properly and provide acceptable indoor air quality for the current occupancy level for each space as recommended by Cal OSHA.
5. For on-campus courses, unit members will be compensated for additional hours of classes either load or overload as listed in the course outline of record. For example, if for health and safety reasons, the District chooses to divide a course into smaller courses, the unit member will be compensated for each additional course.
6. Contact Tracing: if unit members are required to use tracking devices, none of the information gathered may be used for disciplinary action.
7. All health and safety protocol established by Cal OSHA and other applicable agencies will be followed by both the District and unit members.
8. All protocols defined in the College of the Desert Return to Campus Plan, or any applicable subsequent College of the Desert plans will adhere to Cal OSHA and other applicable agencies requirements. Any modifications and revisions of the of applicable documents that impact unit members working conditions will go through a committee with CODFA representation.
9. The District shall consult with unit members before assigning any unit member to serve in a face to face modality. Unit members who cannot return to campus due to authorized medical reasons, shall go through the District's accommodations process.

10. If the District were to impose a mandatory vaccine requirement, unit members who choose not to receive a COVID-19 vaccine due to religious or authorized medical reasons, shall go through an accommodations process. Additionally, the District will notify CODFA at least 30 calendar days prior to the implementation of a COVID vaccine requirement in order to negotiate the effects of said decision.
11. Unit members who are unable to meet their contractual class or work load of 30 SIU for the academic year will be given the opportunity to use load balancing per Article 12.7 of the 2020-2023 collective bargaining agreement.
12. In recognition of the time and effort involved to complete the online certification course and in recognition of the importance of quality online education delivery; unit members who choose to participate in the online certification course over the fall 2021 will receive either:
 - a. \$64 per hour for participation approved DE Certification Training; Capstone course 3 hours; additional unique trainings completed between June 15, 2021 and December 31, 2021.
 - b. FLEX credit for the 2021-2022 academic year.
13. Unit members who are District approved remote learning trainers will be paid their lecture rate for District-approved activities to facilitate migration to online instruction during the life of this MOU.
14. Any COVID-19 required training longer than one hour in total will be submitted to the Faculty Development Committee for consideration of FLEX credit or compensated at the overload lab rate(\$64/hour).
15. As of July 28, 2021, all unit member's fobs have been reactivated for campus access. All unit members will need to continue to follow campus access protocols through the end of fall 2021. Changes in campus access protocols will be communicated to unit members.
16. Unit members who do not have access to the technology tools to provide online/remote education will be loaned available tools by the District at no charge to the unit member.
17. Following the procedures in the Fiscal Services Purchasing Handbook and with pre-approval as described in the Handbook, unit members may purchase supplies for working from home for reimbursement.

18. During the COVID-19 crisis and temporary suspension of normal campus operations, the parties agree and understand:
 - a. To the extent possible, as determined by the appropriate supervisor, non-instructional assignments for unit members may be conducted online/remotely and may not correspond to the same face-to-face responsibilities;
 - b. Bargaining unit members ~~shall~~ may conduct office hours online, using CCC Confer Zoom, Canvas, text and District email unless reduced or waived with approval of the supervising dean.
 - c. College service requirements will be completed to the extent possible.
19. Unit members who cannot carry-out their work duties due to energy events such as: black- outs, air-conditioning cycle offs, and air-conditioning repair will notify their supervisor and alternative work will be mutually agreed upon.
20. As 2021-2022 classes continue, all state, county, and city public health requirements and recommendations will be followed.
21. During the COVID-19 crisis and temporary suspension of normal campus operations, bargaining unit members shall continue to receive their full pay and benefits for fall of 2021.
22. Leaves:
 - a. During the COVID-19 crisis and temporary suspension of normal campus operations, bargaining unit members who become sick and cannot perform their duties due to a medically documented case of COVID-19, will be allocated quarantine sick leave per Education Code 87765.
 - b. 2021 COVID-19 Supplemental Paid Sick Leave
 - i. Effective Dates: August 1, 2021 to December 31, 2021
 - ii. Amount of Leave: 80 hours cumulatively, or the equivalent of two work weeks
 - iii. The District will provide fully paid leave.
 - iv. Reasons for Taking this Leave: must be unable to work or telework due to any one of the following reasons:
 1. Caring for Yourself: The unit member is subject to a quarantine or isolation period related to COVID-19 or has been advised by a healthcare provider to quarantine due to COVID-19, or is experiencing symptoms of COVID-19 and seeking a medical diagnosis.
 2. Caring for a Family Member: The unit member is caring for a family member who is either subject to a quarantine or isolation period related to COVID-19 or has been advised by a healthcare provider to quarantine due to COVID-19, or

the unit member is caring for a child whose school or place of care is closed or unavailable due to COVID-19 on the premises or other COVID- 19 related issues.

3. Vaccine-Related: The unit member is attending a vaccine appointment or cannot work or telework due to vaccine-related symptoms.

23. 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.
24. 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.
25. Modification: This Agreement cannot be changed or supplemented orally and may be modified or superseded only by a written instrument executed by both Parties.
26. 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.

For the District:

Mark J. Zaccovic

For the Association:

Oceana Collins

Date: July 29, 2021

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