

**MEMORANDUM OF UNDERSTANDING
BETWEEN
COLLEGE OF THE DESERT ADJUNCT ASSOCIATION
AND
DESERT COMMUNITY COLLEGE DISTRICT
08/20/21**

This Memorandum of Understanding ("MOU") is entered into by and between the College of the Desert Adjunct Association (hereinafter referred to as "CODAA") 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, (hereinafter referred to as "EERA") 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 of 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 17, 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 the first semester of the unit members' employment. For all other unit members, compliance with the DE certification will not impact contractual assignments.
3. It is understood that the District may assign a limited number of unit members to work at COD Campus locations in fall 2021 for a limited number of courses/reasons. Unit members who deliver face-to-face instruction will be paid 0.15 of the lecture rate for every hour of class meeting in addition to their regular pay during fall 2021. Non-teaching members working face-to-face will be paid 0.15 of their lab rate for every hour of employment 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 protective safety equipment in accordance with the COD COVID Prevention Plan and at a minimum, masks that contain a nose wire that prevents air from leaking from the top of the mask, fits snugly along the cheek line and under the chin with no gaps, and are constructed with at least two layers of breathable material, at no charge to unit members when unit members request this personal protective equipment and are assigned to work on-campus.
 - B. The COVID Prevention Plan and processes/requirements established by the COVID Prevention Taskforce will apply to all campus community members.
 - C. 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.
 - D. Unit members who are teaching face-to-face classes will have the option of conducting their office hours remotely.
- 4. District will ensure ventilation systems operate properly and will ensure safe indoor air quality for the current occupancy level for each space. All doors and windows opening to the outside, shall be kept open, as appropriate. If a unit member feels that the air quality of an internal space is unacceptable, the unit member will notify their Supervisor who will provide an acceptable remedy where possible.
 - 5. All rooms will have antiseptic wipes available for use by faculty according to their discretion. As coordinated by their respective School or area, unit members shall have access to additional antiseptic wipes for their classrooms and work spaces.
 - 6. For on-campus courses, unit members will be compensated for additional hours of class as listed in the course outline of record. For example, if for health and safety reasons, the District chooses to adjust a course's capacity into smaller, separate sections, the unit member will be fully compensated for each additional section.
 - 7. Contact Tracing: If unit members are required to use tracking devices, none of the information gathered may be used for disciplinary action.
 - 8. The District will provide Health Insurance premium reimbursement to unit members who are assigned to work in the face-to-face/Hybrid modality in the amount of, up to \$207.90 per month for any full or partial month worked. To receive this reimbursement, the unit member must provide the District with proof of payment of their health insurance premium. The unit member must be paying the full cost of their insurance and not receiving insurance from another employer, based on former employment, or Medicare. The unit member will receive the actual cost of the premium not to exceed \$207.90 per month.

9. All health and safety protocols established by the CDC, Cal/OSHA and other applicable agencies will be followed by both the District and unit members in compliance with the Board of Trustees approved COVID Prevention Plan or documents of a similar nature.
10. The District shall consult with unit members before assigning any unit member to serve in a face-to-face modality. Refusal to take a face-to-face assignment will not affect the unit member's placement on the re-employment list. Unit members who cannot return to campus due to authorized medical reasons shall go through the District's accommodations process.
11. 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 a District-approved accommodations process. Additionally, the District will notify CODAA at least 30 calendar days prior to the implementation of a COVID vaccine requirement in order to negotiate the effects of said decision.
12. Due to the unique nature in which adjuncts are assigned and compensated for their work as part-time/temporary employees, unit members who attend District approved (Vice-President of Instruction or designee) workshops will be paid \$64 per hour for all time in attendance. Trainings eligible for compensation must pertain to remote instruction and may include, but are not limited to, one-on-one training, ConferZoom training, or CCC Webinars and which require registration or a record of participation.
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, hybrid and/or HyFlex instruction during the life of this MOU.
14. District evaluations of online classes will be conducted at a mutually agreed time and the unit member will guide the observer through the course shell via ZOOM. The evaluation process will be conducted in its entirety in accordance with the terms of the CBA. In the case of synchronously taught online courses, the unit member's Zoom class will be observed at a mutually agreed upon time.
15. As of July 28, 2021, all unit member fobs have been reactivated for campus access. All unit members will need to continue to follow the most recent District-approved protocols through the end of fall 2021.
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. Instructional assignments held online/remotely may not correspond to the same scheduling requirements as an in-person class;
 - B. 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;
 - C. Bargaining unit members may conduct office hours online, using CCC ConferZoom, Canvas, text and District email unless reduced or waived with approval of the supervising dean, in which event, the office hours will still be paid.
19. Unit members who cannot carry-out their work duties due to energy events such as: blackouts, 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. 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 23, 2021 to December 17, 2021
 - ii. Amount of Leave: 80 hours cumulatively, or the equivalent of two work weeks.
 - iii. The District will provide fully paid Leave, for the number of hours assigned by the District.
 - iv. Reasons for taking this Leave: must be unable to work or telework due to any of the following reasons:
 - a. 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 or has been exposed to COVID-19 and is seeking a medical diagnosis.

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

- 22. 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.
- 23. 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.
- 24. Modification: This Agreement cannot be changed or supplemented orally and may be modified or superseded only by a written instrument executed by both Parties.
- 25. 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.

This Agreement will sunset on December 17, 2021 at 11:59 pm.

For the District:

Constantine Papas

Constantine Papas (Aug 23, 2021 11:28 PDT)

Constantine Papas

For the Association:

Catherine Levitt

Catherine Levitt (Aug 23, 2021 12:22 PDT)

Catherine Levitt