

**MEMORANDUM OF UNDERSTANDING
BETWEEN VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
AND THE AFT PART-TIME FACULTY UNITED,
LOCAL 6286, AFL-CIO**

May 18, 2021

This Memorandum of Understanding ("MOU") is entered into by and between the Victor Valley Community College District (hereinafter referred to as "District") and the AFT Part-Time Faculty United, Local 6286, AFL-CIO ("Federation") (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 the reintegration to campus and campus operations following the COVID-19 pandemic.

This MOU between the Parties is not intended to permanently 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 expects to return to regular operations for the Fall 2021 semester, which will include a variety of modalities as determined by the District based on student and programmatic needs. In order to ensure the safety of faculty members returning to campus for their assignments in the Fall of 2021, the District acknowledges its statutory obligation to provide a reasonably safe working environment in conformance with COVID-19 guidelines issued by the Centers for Disease Control and Prevention (CDC), California Department of Public Health (CDPH), California Chancellor of Community Colleges Office, the California Department of Industrial Relations Division of Occupational Safety and Health (Cal/OSHA), the San Bernardino County Office of Public Health, as well as other health orders from state and local public health officers. These guidelines may include, but are not limited to, items such as maximum occupancy of classrooms; social distancing requirements for all instructional spaces; COVID-19-related education and training, screening and testing of all persons coming on campus by District-trained personnel; limits on the number of classes/students allowed on campus and within each building at any given time; the provision of plexiglass partitions for office, library and instructional spaces accessible to the student population; limits on hallway and bathroom use; cleaning and disinfecting requirements; tracing, building closings, and notification of exposure; ensuring the appropriate open ventilation and air circulation; and the provision of personal protective equipment (PPE) for faculty and students.

COVID-19 health and safety information can be found at:

- Center for Disease Control ("[CDC](#)")
 - California Department of Public Health ("[CDPH](#)")
 - California Community College Chancellor's Office ("[CCCCO](#)")
 - California Department of Industrial Relations Division of Occupational Safety and Health ("[Cal/OSHA](#)"),
 - San Bernardino County Office of Public Health ("[SBCPH](#)")
 - Victor Valley Community College Reintegration Plan ("[Reintegration Plan](#)")
2. The District shall comply with the District's Reintegration Plan on District campuses and at District remote sites and any subsequent iterations as made in conformance with applicable federal, state, and local health and safety laws and guidelines.


AFT shall have continued representation on the District task force that develops, implements, evaluates and oversees the District Reintegration Plan.

3. The District will work to reasonably accommodate faculty with verifiable ADA concerns and who remain at high risk of exposure to contracting COVID-19.
4. Sick leave for Covid related illness and family care:
 - a. The District will provide unit members with all applicable COVID-19-related leaves, extended leaves and entitlements as required under state and federal law. (**Labor Code Section 248.2.**)
 - b. The Parties further agree that the District will provide unit members with any additional leaves or entitlements as provided for in any applicable COVID-19-related state and/or federal directive(s), authorization(s), and/or appropriation(s), as authorized by law.
5. All visitors, students, and employees are expected to observe state, federal, and local directives and guidelines, as well as the District's Reintegration Plan, when at a District campus or remote site. Faculty shall have the authority to require students to comply with state, federal, and District-established health and safety measures. Faculty will also have the option to ask a student to leave a classroom/workspace or cancel a class meeting with no loss of pay or leave if the situation with a student warrants in accordance with District Board Policy 5500 and Administrative Procedures 5500 and 5530.

This Memorandum of Understanding shall be in effect from May 10, 2021, and shall continue until December 31, 2021, or until the emergency orders are lifted, whichever occurs first. If emergency orders are still in place as of December 31, 2021, the District and the Association may mutually agree to extend or re-negotiate the terms of the MOU.


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.

Victor Valley Community College
District



Dr. Daniel Walden
Superintendent/President

AFT Part-Time Faculty United, Local 6286
AFL-CIO



April Allen (May 24, 2021 16:07 PDT)
April Allen
President, AFT Local 6286