

**MEMORANDUM OF UNDERSTANDING  
BETWEEN VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
AND THE AFT PART-TIME FACULTY UNITED,  
LOCAL 6286, AFL-CIO  
May 9, 2022**

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 impacts and effects of the District’s reintegration to campus and campus operations following the COVID-19 pandemic. This MOU between the Parties is not intended to change the current CBA’s terms permanently, but is instead a one-time, non-precedent setting agreement that may not be used as the basis of past practice by either party.

The bargaining representatives of the District and the Federation have met in good faith and mutually agreed to the impacts and effects of reintegrating part-time faculty on campus and the resumption of pre-COVID-19 teaching assignments and other part-time faculty contractual obligations connected to the presence of part-time faculty on the main Victor Valley College campus and any satellite or related properties the District is utilizing to instruct students. This MOU supersedes and replaces all prior COVID-19 MOUs.

**TERMS**

1. To ensure the safety of faculty members returning to campus for their assignments in the Spring of 2022, 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; appropriate 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](#)”) on District campuses and District remote sites, including any subsequent iterations as made in conformance with applicable federal, state, and local health and safety laws and guidelines.

2. AFT shall have continued representation on the District task force that develops, implements, evaluates, and oversees the District Reintegration Plan.
3. The District encourages voluntary vaccination for part-time faculty.
  - a. Faculty are encouraged to be vaccinated outside of the fall/spring semesters if practical, such as during winter or summer sessions, winter break, spring break, or equivalent. However, the District recognizes and supports faculty who must be vaccinated during fall/spring semesters due to vaccination availability and other unforeseen circumstances.
  - b. In the case of hospitalization or extended illness due to extreme vaccination reaction, the District will assist the unit member in identifying accommodations, including identifying available leaves as required under the ADA interactive process.
  - c. If the extreme reaction occurs during winter or summer sessions, any classes assigned to that faculty member may be assigned to other part-time faculty as needed and available.
  - d. All VVC students, faculty, visitors, and staff are expected to follow the protocols instituted by the District for a safe reintegration of in-person teaching and learning based upon the District's Reintegration Plan. Faculty who encounter students in their classrooms, office areas, and other campus locations who refuse to follow District protocols are authorized to require compliance per the most current Reintegration Plan ("FAQ"). In the appropriate circumstances, they may use the emergency system in their classroom, office areas, and other campus locations to notify campus police. Faculty will follow established student discipline procedures in the case of disruptive or dangerous students.
4. DE certified part-time faculty (instructional and non-instructional).

Part-time DE-certified faculty who were certified by the end of Fall 2021 may request and receive a reasonable accommodation based on their serious health conditions, or the serious health conditions of a member of their immediate family, in accordance with the ADA, FMLA, and other appropriate state and federal law, which may include assignment of DE activities including assignments, teaching loads and additional classes online for Spring 2022 if the following conditions are met:

- a. They have assignments in departments/programs that do not have an on-campus requirement as determined by the District.
  - b. For courses that have a separate lecture from lab requirement, DE-certified faculty may, in consultation with the Vice-President of Instruction, complete the lecture portion online and the lab portion on campus, dependent on the classroom/lab safety guidelines in place.
5. Non-Instructional Faculty
    - a. Part-time non-instructional faculty may be supplied with the safety measures outlined in the District's Reintegration Plan and section 1 of this MOU upon returning to on-campus work. In addition, the District agrees that:
      - i. Students will continue to be provided the option of scheduling virtual appointments with non-instructional faculty for the duration of the MOU.
      - ii. The District will evaluate, create and implement solutions and/or technology to limit, count, schedule, and serve the number of people inside the library and other workplace areas assigned to non-instructional faculty to ensure part-time faculty safety in accordance with applicable state and local health and safety guidelines.

- iii. Webcams and microphones will be provided for each part-time non-instructional faculty's computer for effective assistance in helping students both remotely and on campus.
    - iv. No part-time non-instructional faculty will be responsible for cleaning and sanitizing public common spaces, including but not limited to common computers and waiting areas.
  - b. In addition to the above, part-time counselors and librarians shall have access to dual monitors for their workspace that extend to the social distancing guidelines of six feet so students can participate without compromising unit member safety.
- 6. Health protocols and working conditions/workload.
  - a. No part-time faculty will be required to do the following tasks related to COVID-19 protocols:
    - i. Take students' temperatures.
    - ii. Evaluate students' health conditions by formal observation or any medically-based process.
    - iii. Determine if a student is healthy to engage in face-to-face classroom activities.
  - b. Contract tracing and "tracking" of part-time faculty.
    - i. Part-time faculty will be expected to complete a COVID-19 self-check, as provided in Appendix A of the Reintegration Plan, before reporting to work at the beginning of each workday. The time spent completing the self-check (approx. 5 minutes) will be considered part of the unit members' regular workday.
    - ii. Part-time faculty can opt to log in by phone or to their District-provided desktop or laptop when arriving on campus and complete any health-related questions on that device in lieu of using a District-provided smartphone.
    - iii. No part-time faculty will be required to use their personal smartphones, laptops, or any other portable device for tracking purposes.
    - iv. In an emergency or when the internet is down, unit members may be provided with pre-printed self-check forms at District expense, which can be submitted to their dean's office.
- 7. Contractual Obligations.
  - a. Part-time faculty assigned instructional or non-instructional activities on campus are expected to complete their professional obligations on campus according to the expectation under the CBA. In addition to the provisions above, the following options shall be implemented:
    - i. Any Participatory Governance and Advisory Committee shall allow for virtual participation.
    - ii. The District will not refuse selection or participation in the above committees for part-time faculty who are not physically on campus for the duration of this MOU, so long as they can participate virtually.
    - iii. Part-time faculty who wish to serve on search committees may request accommodations for the duration of this MOU.
    - iv. All other committees that normally contain part-time faculty representatives shall accommodate part-time faculty virtually at the discretion of the District.

- v. All professional development workshops or training opportunities for on-campus faculty or held by on-campus groups shall accommodate virtual part-time faculty as attendees.
- b. Part-time faculty will be required to teach the defined modalities (e.g., face-to-face, hybrid, or online as recorded in the curriculum) as assigned. Except in an emergency or as directed by state and local health and safety guidelines, no part-time faculty member will be required to teach on campus more than the defined modalities (e.g., face-to-face and hybrid).
  - i. No part-time faculty will be assigned double face-to-face or hybrid lectures or other equivalent activities for the same section, as defined by the course outline of record. Part-time faculty will not be required to teach a class section to multiple groups at different times, but may be required to conduct class synchronously remotely.
  - ii. Utilization of course management system for supplementing on-campus and hybrid classes.
    - 1. Non-DE part-time faculty will be trained in and encouraged to use the course management system (currently Canvas) to submit papers and other materials that will diminish the spread of germs from student-faculty/faculty-student. The DE Coordinator and DE Facilitator will conduct training for non-DE part-time faculty during Spring 2022.
    - 2. Non-DE part-time faculty will be given an opportunity to be trained in, and encouraged to use, the course management system (currently Canvas) to administer tests, quizzes, and other similar assignments when practical and in adherence with department guidelines. Faculty in departments that have outside licensing or other state or federal requirements will adhere to those in administering exams and similar assignments. No seat time in a face-to-face classroom will be taken away for any online testing; all contact hours will be maintained for face-to-face classes. The DE Coordinator and DE Facilitator will conduct training for non-DE part-time faculty during Spring 2022.
    - 3. DE-certified part-time faculty may utilize the course management system (currently Canvas) for all face-to-face classes and assignments and may attend additional training as needed, to be provided by the DE Coordinator and DE Facilitator. Training will include the appropriate use of the Learning Management System (LMS) for face-to-face classes. No seat time in a face-to-face classroom will be taken away for any online testing; all contact hours will be maintained for face-to-face classes.

8. Part-time Faculty Quarantine Procedure and Remote Instruction:


- a. In the event a part-time faculty member who is instructing or assigned in-person or on-campus is exposed and required to quarantine, there are transmissions or exposure of staff or students traced directly to the faculty member's class, or a part-time faculty member tests positive and is required to quarantine, all classes or assignments of the faculty member shall be converted to remote as required by health and safety guidelines under the circumstances. Thereafter, according to state and local health and safety COVID-19 protocols, the in-person or on-campus classes and assignments shall be resumed. For classes or assignments that are not able or practical to be conducted remotely (e.g., welding), other alternatives may include arranging for substitutes, scheduling make-up classes, or other alternatives on a case-by-case basis. The parties further recognize that if such alternatives are required, the parties will meet and bargain any additional compensation, if appropriate, on a case-by-case basis.
- b. Newly hired faculty or faculty who are required to convert to remote instruction or assignments and who have not previously been trained shall be provided training in the course management system (currently Canvas) as provided in Section 7.b.ii above. If new course management

system technology or protocols are implemented that require additional training, the parties agree to meet to bargain the appropriate compensation.

- c. If students are exposed to or contract COVID-19 and are unable to attend class, the parties agree that faculty shall use their discretion in attempting to provide reasonable accommodations or other solutions (e.g., excused withdrawal, incomplete, etc.).

This Memorandum of Understanding shall be in effect from February 1, 2022, and shall continue until August 29, 2022, or until the emergency orders are lifted, whichever occurs first. If the emergency orders are still in place as of August 29, 2022, the District and the Federation may mutually agree to extend or 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.

  
Daniel Walden (May 9, 2022 17:41 PDT)      Date: \_\_\_\_\_  
Dr. Daniel Walden  
Superintendent/President, Victor Valley College

  
April Allen (May 9, 2022 15:01 PDT)      Date: \_\_\_\_\_  
April Allen  
President, AFT Local 6286

