

**REVISED MEMORANDUM OF UNDERSTANDING
BETWEEN
VICTOR VALLEY COMMUNITY COLLEGE DISTRICT AND
AFT PART-TIME FACULTY UNITED, LOCAL 6286, AFL-CIO
January 25, 2024**

This Memorandum of Understanding ("MOU") between the Victor Valley Community College District and the AFT Part-Time Faculty United, Local 6286, AFL-CIO, is expressly made pursuant to the Educational Employment Relations Act and the 2022-2025 Collective Bargaining Agreement between the parties. This MOU is intended to clarify and refine the implementation of an enhancement for part-time faculty office hours, as negotiated in Article 12.6 (Section Compensation). It is the intent of the parties to comply with the provisions of Education Code §§ 87880 – 87885 which allows the District to expand office hours for part-time faculty and allows the District to seek up to 50% reimbursement from the Chancellor's Office.

The parties agree as follows, commencing with the Spring 2024 semester:

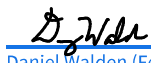
1. **Eligibility:** For purposes of the language in Article 12.6, indicating that each part-time faculty member will receive an additional one-hour's pay per week for each section taught each semester, the language is intended to comply with Education Code § 87883(c).
2. **Purpose:** The compensation due and payable pursuant to this MOU and Article 12.6 shall be for the completion of activities that directly benefit students, including but not limited to correspondence, conferences, consultation, academic advising, educational assistance, and expediting the review of student work.

Part-time faculty office hours are intended to allow students access to teaching faculty. These hours and locations shall be scheduled by the part-time faculty member to meet the needs of students. Effective Spring 2024, the part-time faculty member will include the day, time, and location of the office hours in their syllabus, and provide a copy of their syllabus to the area dean.
3. Office hours will be served in a modality that meets the needs of the student.
4. For faculty in multi-instructor courses office hours to include, day, time, and location of the office hours will be submitted via the district's electronic form prior to the first day of class.
5. Entitlement to compensation for office hours per section is dependent on the actually weeks worked. For example, if an instructor only works 2 weeks out of a 16 week course, then the additional compensation for office hours would be based on 2 weeks rather than 16 weeks.
6. Before the start of the semester part-time faculty members shall confirm or decline service of these office hours in writing, by indicating their election on the form provided by the Chief Instructional Officer or designee when accepting their assignments for subsequent semester. If such confirmation is not received, part-time faculty will be deemed to have declined to serve these office hours and will not receive compensation.

8. **Exclusion from 67% Calculation**: For purposes of compliance with Education Code § 87482.5 and the assignment of part-time faculty in a manner that does not exceed 67% of a full-time faculty assignment, any and all office hours compensated under this MOU and Article 12.6 shall be excluded from calculating load or purposes of acquiring eligibility for tenure or for purposes of fulfilling any probationary hour requirements.

This MOU shall be effective upon ratification and shall continue for the remaining term of the 2022-2025 bargaining agreement, unless shortened or extended by mutual written agreement of the Parties. The parties agree that in successor negotiations, either party may request to meet and discuss the viability of part-time faculty office hours as part of negotiations. The Parties agree to meet and discuss, as necessary, to resolve any ambiguities in interpretation created by subsequent instructions, regulations, or guidance from the Chancellor's Office, concerning funding and reimbursement.

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 \(Feb 6, 2024 14:53 EST\)](#) Date: Feb 6, 2024

Dr. Daniel Walden
Superintendent/President,
Victor Valley College




[April Allen \(Feb 6, 2024 08:43 PST\)](#) Date: Feb 6, 2024

April Allen
President, AFT Local 6286

AFT MOU Office Hours 2024 01.30.24

Final Audit Report

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