

**Memorandum of Understanding
Reintegration of Full-Time Faculty on Campus Post Covid-19 College Closure**

June 2, 2021

This Memorandum of Understanding (hereinafter "MOU") is entered into by and between the Victor Valley Community College District (hereinafter "District") and the Victor Valley College Faculty Association (hereinafter "Association").

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

The District and the Association have reached the following agreements:

1. In order to ensure the safety of faculty members returning to campus for their assignments, 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; 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; limits on hallway and bathroom use; cleaning and disinfecting requirements; 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 ("[CCCO](#)")
- 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. Order of full-time faculty returning to on-campus teaching and other contractual obligations.

The order in which full-time faculty shall be expected to return to on-campus teaching and other contractual obligations shall be consistent with the District's Reintegration Plan. The District shall determine designation of essential personnel based upon operational and programmatic requirements and implement reintegration processes designed to protect the health of full-time faculty while on campus: classroom, offices, common areas in accordance with applicable state and local health and safety guidelines.

3. The District encourages voluntary vaccination for full-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. Full-time unit members who choose to be vaccinated, and who are unable to work or telework as a result of scheduled vaccination appointments, vaccination side effects, or a documented severe reaction, shall be entitled to utilize COVID-19 supplemental paid sick leave in accordance with Labor Code Section 248.2. Medical proof of vaccination shall not be necessary, but unit members shall attest to the purpose of the leave and shall submit such requests to their manager as far in advance as possible.
 - c. Full-time faculty who have a documented severe reaction to vaccination will be allowed to use normal sick days as accrued in addition to COVID-19 supplemental paid sick leave.
 - d. Due to possible multiple vaccinations (and possibly booster six months after the initial vaccinations), all full-time faculty will be eligible to use COVID-19 supplemental paid sick leave to cover any absences related to multiple vaccinations, vaccination boosters or any other health protocol recommended in accordance with state or federal law. After COVID-19 supplemental paid sick leave has been used, the normal employee sick days will apply to the extent provided for in the Collective Bargaining Agreement.
 - e. In the case of hospitalization or extended illness due to extreme vaccination reaction, and COVID-19 supplemental paid sick leave is exhausted, the District will assist the unit member in identifying accommodations, which may include identification of available leaves as required under the ADA interactive process.
 - f. If the extreme reaction occurs during Winter or Summer Session, any classes assigned to that faculty member will be assigned to other full-time faculty members for reassignment as first right of refusal, then to part-time faculty as needed.
 - g. Full-time faculty who cannot be vaccinated due to documented health reasons and/or religious objection will be provided an opportunity to participate in interactive reasonable accommodation process pursuant to State and Federal law.
 - h. All VVC students, faculty and staff are expected to follow the protocols instituted by the District for a safe re-integration 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 in accordance with the Reintegration Plan (FAQ 21) and may in the appropriate circumstances use the emergency system in their classroom, office areas and other campus locations to notify campus police. Established student discipline procedures shall be followed in the case of disruptive or dangerous students.

4. COVID-19 supplemental paid sick leave in accordance with Labor Code Section 248.2 states a pay limit of \$511 per day. The unit member may supplement the pay limit with available sick leave or other paid leave so that the unit member will not suffer a loss in pay or service credit.

[Example: A unit member has an annual salary of \$100,000, with a daily rate of \$571.42 (100,000 / 175 duty days). The \$511 SB-95 limit is 89% of the unit member's daily rate (\$511/572.42 = .89), which leaves a "gap" of 11%. Accordingly, unit members with accrued leave may use 11% of a sick day per day (or .88 hours [8 hours x .11]) to supplement their leave and make them whole. Accordingly, a faculty member with 25 sick days would be charged the actual amount to the fourth decimal point:

- Day 0: Employee has 25 accrued sick days
- Day 1: Employee receives \$511 SB-95 pay and uses .1058 sick days for the difference (balance - 24.8942 sick days)
- Day 2: Employee receives \$511 SB-95 pay and uses .1058 sick days for the difference (balance - 24.7884 sick days)
- Day 3: Employee receives \$511 SB-95 pay and uses .1058 sick days for the difference (balance - 24.6826 sick days)
- Day 4: Employee receives \$511 SB-95 pay and uses .1058 sick days for the difference (balance - 24.5768 sick days)

5. DE certified full-time faculty (instructional and non-instructional).

Full-time DE-certified faculty who are certified by the end of Spring 2021 may request and receive a reasonable accommodation based on their own serious health condition, or the serious health condition 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 Fall 2021 if the following conditions are met:

- a. They are assigned 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 their scheduling administrator, complete the lecture portion online, and the lab portion on campus, dependent on the classroom/lab safety guidelines in place.

6. Non-Instructional Faculty

- a. Full-time Non-instructional faculty will be supplied with the safety measures outlined in the District's Reintegration Plan and in 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 library, One-Stop Center, and other workplace areas assigned to Non-Instructional faculty to ensure full-time faculty safety in accordance with applicable state and local health and safety guidelines.
 - iii. Webcams and microphones for each full-time Non-Instructional faculty's computer for effective assistance in helping students both remotely and on campus.
 - v. No full-time Non-instructional faculty will be responsible for cleaning and sanitizing public common spaces, including, but not limited to, common computers and waiting areas. Unit members are responsible for maintaining their working own areas, including common faculty areas and equipment, in a sanitary manner.
- b. In addition to the above, full-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 Counselor safety.

All full-time faculty will conduct office hours per existing language in the full-time faculty contract.

7. Health protocols and working conditions/workload.

- a. No full-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 full-time faculty.
 - i. Full-time faculty will be expected to complete a COVID-19 self-check, as provided in Appendix A of the Reintegration Plan, prior to reporting to work at the beginning of each work day. The time spent completing the self-check (approx. 5 minutes) will be considered part of the unit members regular work day.
 - ii. Full-time faculty can opt to login by phone or to their District-provided desktop or laptop when arriving to campus and complete any health-related questions on that device in lieu of using a District-provided smart phone.
 - iii. No full-time faculty will be required to use their own smart phone, laptop or any other portable device for tracking purposes.
 - iv. In the event of 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.

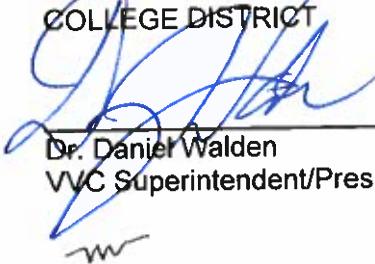
8. Contractual Obligations.

- a. Full-time faculty who are 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 may be implemented for full-time faculty who are accommodated under this MOU:
 - 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 full-time faculty who are not physically on campus for the duration of this MOU, so long as they can participate virtually.
 - iii. Department chairs will conduct their normal business virtually if possible, including department meetings and extra duty days for the duration of the MOU.
 - iv. Full-time faculty who wish to serve on full-time faculty hiring committees may request to be accommodated for the duration of this MOU.
 - v. All other hiring committees that normally contain full-time faculty representatives can choose to accommodate full-time faculty virtually at the discretion of the District.
 - vi. For unit members who have requested and received a reasonable accommodation per the ADA /Fair Employment and Housing Act that results in, no on-campus attendance being required, full-time faculty will be expected to view the contractually required in-service morning activities via Zoom or equivalent, including signing in virtually. In the event local/state/federal law per item 1 of this MOU prohibits attendance in person, unit members will be required to attend via Zoom or the equivalent.
 - vii. All professional development workshops or training opportunities for faculty that are on-campus or held by on-campus groups shall accommodate virtual full-time faculty as attendees.
- b. Full-time faculty will be required to teach the defined modalities (e.g. face-to-face and hybrid, as recorded in the curriculum) as assigned, once face-to-face instruction resumes. Except in the event of an emergency or as directed by state and local health and safety guidelines, no full-time faculty member will be required to teach on campus more than the defined modalities (e.g. face-to-face and hybrid, as recorded in the curriculum) require, once face-to-face instruction resumes.
 - i. Face-to-face and hybrid courses will adhere to social distancing in the classroom, with appropriate adjustments as indicated below:
 1. No full-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. Full-time faculty will not be required to teach a class section to multiple groups at different times, but may be required to synchronously conduct class.

2. Face-to-face lecture/activity percentage will be based on what is safe for students and faculty, in consultation with area dean.
- ii. Utilization of course management system for supplementing on-campus and hybrid classes.
 1. Non-DE full-time faculty will be trained in, and encouraged to use, the course management system (currently Canvas) for the submission of papers and other materials that will diminish the spread of germs from student-faculty/faculty-student.
 - a. Training for non-DE full-time faculty will be conducted by the DE Coordinator, DE Facilitator, or Canvas Action Team (CAT) during Spring and Summer 2021.
 - b. CAT trainers will be compensated for this training as part of their 12 hours for Spring and Summer 2021, as per previous MOUs.
 2. Non-DE full-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.
 - a. Training for non-DE full-time faculty will be conducted by the DE Coordinator, DE Facilitator, or Canvas Action Team (CAT) during Spring and Summer 2021.
 - b. CAT trainers will be compensated for this training as part of their 12 hours for Spring and Summer 2021, as per previous MOUs.
 3. DE-certified full-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, DE Facilitator or CAT. 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.

This Memorandum of Understanding shall be deemed to take effect May 10, 2021, and the term of this agreement shall be 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 MOU is non-precedential and does not establish nor affect any past practice or policy, except as explicitly stated herein. Upon the expiration of this MOU, all terms and conditions of employment shall revert to those set forth in the 2019-2022 CBA.

VICTOR VALLEY COMMUNITY
COLLEGE DISTRICT


Dr. Daniel Walden
VVC Superintendent/President

6/2/21
Date

VICTOR VALLEY COLLEGE
FACULTY ASSOCIATION


Michael Butros
VVCFA/President

6/2/2021
Date