



A Union of Professionals

AFT Part Time Faculty United 6286

MOU Breakdown

Our analysis appears in [blue](#).

- 1) This Agreement is effective March 16, 2020 through the end of the spring semester, up to an additional five days. This agreement does not set precedent in future situations.**

The additional five days, if exercised at all, will only affect performance-based classes and those with significant lab requirements. The final sentence acknowledges that this is a temporary MOU responding to an emergency and will not impact the current Agreement or ongoing negotiations.

- 2) The District will inform the Union as soon as practicable should it learn of a confirmed or likely COVID-19 infection of District employees or students, or community members utilizing District facilities.**
- 3) The District will train its employees in public health measures, hygiene, and sanitation to help prevent the spread of the virus and will ensure that its facilities have the necessary supplies for preventive sanitation measures (such as soap and water, disposable towels or tissues, and hand sanitizer) to the extent such supplies are available. The Union will cooperate with the District in any necessary public health actions, including but not limited to those actions recommended by the federal, state and local Departments of Public Health. Employees shall continue to perform their assigned work absent a reasonable belief that such work poses a risk to health or safety.**
- 4) The District shall take reasonable efforts to accommodate requests by employees who are parents to deal with their childcare provider or an emergency at their child's school caused by COVID-19-related closure, consistent with Labor Code section 230.8. This includes use of any personal leave and other accrued leave.**

These sections outline health precautions. Number four, in particular, makes mention of leaves. Again, leaves are covered in Article 8 of our Agreement. The Agreement can be found here:

http://www.vvc.edu/offices/human_resources/AFT%20AGREEMENT%207-1-17%20to%206-30-2020%20REVISED%20BOT%20Approved%204.9.19.pdf

- 5) In the event any District facility must be closed, or any District operations are curtailed due to the COVID-19 epidemic, The District will maintain pay and benefits for bargaining-unit employees relative to their regular schedules for the period of closure or curtailment. This includes hourly bargaining-unit employees. Employees will not be required to use paid sick leave or any other form of paid time off during such an eventuality.**

This section protects part-timers in case of campus closure, including those who are hourly and submit timecards. If campus closes, part-timers will receive their normal pay and benefits. This section includes a number of subsections.

- a. There will be no change to faculty compensation and no mandatory additions to faculty workload.**

This protects against cuts and/or increased load without consent.

- b. Distance Education Courses will continue without interruption or change.
- c. Currently certified DE part-time faculty (online and hybrid) will move their onsite (face-to-face) lecture-based courses (contractual load and hourly) to the online course management system for the duration of the college closure.
- d. Part-time faculty not certified to teach online will be provided with the onsite, online, and/or streaming training necessary to facilitate the creation of Web-Enhanced classes.
- e. All part-time non-Distance Education faculty will be required to attend onsite training or engage in online or streaming training during the first week of campus closure. When training is onsite, the District will take appropriate sanitation precautions to ensure the safety of faculty.
- f. Part-time faculty who are not certified to teach online will be provided with training and appropriate software to:
 - i. Create an online portal for their classes in Blackboard or Canvas
 - ii. Create Web-Enhancements to their Onsite classes by posting lecture notes, handouts, tests and other materials into the online course portal to ensure that students keep up with course content until the college re-opens. for their lecture-based courses (contractual load and hourly). Testing and interactive activities can be postponed until the college reopens and face-to-face courses resume if the faculty member requires on-campus testing.
 - iii. This training will only allow faculty to temporarily move portions of their onsite class online and will not constitute official online teaching certification.
- g. The District will increase Help Desk support and hours to accommodate faculty and students who need support.
- h. Part-time faculty instructing positive attendance, lab or other courses that require in-person participation will be provided the option of posting lecture notes, handouts, and other non-assignment materials online for students to keep up with course content until the college re-opens. Testing, and interactive activities can be postponed until the college reopens. Faculty certified to teach online/hybrid can modify these courses to include testing and other activities not requiring in-person student attendance or participation. These faculty will be expected to make up the required participatory activities once the college reopens. In the case of performance-based classes (Theatre Arts, Art, Dance, Music) performances will be rescheduled if possible before the end of the semester or session. Athletic events based on classes will be rescheduled if possible before the end of the semester/session.

This lays out how classes will be transitioned to online. Please note that “online or streaming training” is a viable option for training (E). Note that Help Desk will be available to handle the increased demand. Also, H details which classes make need to make up certain activities.

- i. No part-time faculty member will be required to meet with their classes outside of the academic calendar, however, with mutual agreement between the Chief Instructional Officer and the faculty member, faculty may elect to add up to 5 days of instruction to the end of the semester to insure contact hours are met and course work is completed. Faculty who must meet with students outside the 175-day academic calendar will be compensated for 2 days. The District will facilitate classroom space and both the District and individual faculty members will be responsible for contacting students with additional class(es) information.

This section provides more detail on the additional five-days noted above.

- j. In the case of epidemic illness where a part-time faculty member is teaching regular lecture classes and must self-quarantine (or is required to go into formal quarantine), if they are certified to teach online they can move face-to-face courses to the online format for the duration of that quarantine period, or the end of the semester/session, whichever comes first.
- k. In the case of epidemic illness where a part-time faculty member is teaching lab or positive attendance classes and must self-quarantine (or is required to go into formal quarantine) substitutes will be hired to cover any face-to-face meetings required by the parameters of the course/lab.

This is catch-all language that covers quarantine scenarios for classes that cannot transition online but may still meet face-to-face.

- l. Documents, such as timecards and contracts, may be submitted electronically.
- m. Student and peer evaluations will be postponed until the campus resumes normal operations.

L builds in a process for paper documentation, such as timecards and contracts, to be transitioned to being submitted/signed electronically.

M formally postpones student and peer evaluations until normal operations resume.

- 6) Any and all applicable language from the most recent CBA is still valid, including but not limited to, Article 8 Leaves.
- 7) Any additional changes to workload, calendar, or access to campus and resources will be negotiated between the parties.

6 notes that the Agreement will still take precedence where applicable while 7 allows us to negotiate any proposed changes that may affect part-time.