

**Memorandum of Understanding Between West Valley-Mission Community College District and West Valley-Mission Federation of Teachers (WVMFT),
AFT 6554 Regarding the Effects of COVID-19**

May 29, 2020

This MOU is made by and between the West Valley-Mission Community College District (“District”) and the West Valley-Mission Federation of Teachers, AFT Local 6554 (“WVMFT”), referred to collectively as the “parties.” The purpose of this Memorandum of Understanding is to address the effects on working conditions resulting from the District’s action to transition educational services to on-line, virtual or other distance education modalities (hereafter “distance education modalities”).

WHEREAS, on March 11 in order to mitigate the spread of the COVID-19 virus, while continuing to enroll and serve its students, the District made the decision to suspend all in-person instruction for the Spring 2020 semester, and deliver educational services through distance education modalities; and

WHEREAS, on March 16, 2020, the Santa Clara County Health Officer issued a Shelter in Place Order; and

WHEREAS, on March 19, 2020, the State of California issued a Shelter in Place Order; and

WHEREAS, having been advised by the District of its decision to carry out these emergency measures WVMFT requested to bargain the effects on working conditions of this decision; and as a result, WVMFT and the District met and conferred and made the following agreements regarding the effects of this decision that fall within the mandatory scope of representation according to EERA (CA government code 3543.2).

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this MOU, and for other good and valuable considerations, the Parties hereby agree as follows for all WVMFT represented bargaining unit members:

Remote Instructional Delivery and Non-Instructional Services Plan

- 1) To ensure all WVMFT, AFT 6554 members can successfully perform work remotely, that parties will endeavor to provide appropriate training and resources.
- 2) For Spring 2020, older adult classes were suspended due to the determination of partner host institutions.

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- 3) Effective March 11, 2020, all face-to-face classes in the District were suspended. Online classes in effect prior to COVID 19 continued without interruption. Suspended face-to-face classes were migrated to online platforms when possible. Transitioned classes resumed in tiers on March 16, March 23, or April 6. Courses that have been migrated to online platforms will remain in that modality for the remainder of the Spring 2020 semester.
- 4) Effective March 16, 2020, all tutoring, library and counseling services were closed on campus. Non-instructional faculty providing these services began working remotely to provide alternatives from in person services. Non-instructional library and counseling services were migrated for remote and online access when possible. Temporary Telecommuting Agreements that were signed by non-instructional faculty during the COVID 19 remote transition will be considered null and void, since these temporary agreements do not apply to WVMFT, AFT 6554 members.

Cancellation of Non-Essential Travel

Due to COVID 19 and the cancellation of non-essential travel, faculty who had previously approved travel and conference plans shall have their approved travel funds and travel approvals rolled into the next academic year.

Compensation, Training, and Benefits

- 1) There shall be no loss in pay and benefits to faculty hired by the District for Spring 2020 work assignments as a result of COVID 19. All faculty will be paid and maintain benefits as though all assignments were proceeding as originally assigned, prior to COVID 19. This is including classes suspended or canceled, and classes or services that are unable to be migrated online as a result of COVID 19:
 - a. Older adult classes
 - b. Late start classes inclusive of the 8 canceled late start classes that began after March 11, 2020
 - c. Lab, activity, and field classes
 - d. Clinical classes
 - e. Work performed by tutoring, library or counseling that can not be migrated to a remote format inclusive of hourly non-instructional faculty who had scheduled hours for the Spring 2020 semester.
- 2) Each faculty member who had a Spring 2020 assignment shall receive a one-time payment of \$700.00, in recognition of additional training requirements and time needed to convert classes to distance education modalities in response to the COVID-19 pandemic for the two-month period beginning March 11, 2020 to

May 22, 2020. This amount is non-precedent setting and does not affect the existing salary schedule. The previously negotiated 5% salary increase effective July 1, 2020 remains intact.

- 3) The District has, and will continue to provide, training, materials, and other resources required to prepare and implement such a program, including trainings and information regarding various tools for remote instruction, including use of CANVAS and ZOOM.

- 4) Given that there are remaining travel and conference funds for 2019-2020 that were unable to be used due to COVID-19, each faculty member with a Spring 2020 assignment who completed training or provided peer training support related to distance education modalities shall be paid \$150 upon proof of attendance of training as provided by the union.

- 5) The District will cover any absences in March 2020 for which faculty did not have any available sick leave balances. From April 1, 2020-December 31, 2020, as mandated in the Families First Coronavirus Response Act (FFCRA), the District will extend Emergency Paid Sick Leave (EPSL) (for faculty, up to 80 hours of covered leave and up to 40 hours for associate faculty) and Expanded Family and Medical Leave, as provided for in the legislation.
 - a. Required to stay home due to a Federal, State or local quarantine order related to COVID-19
 - b. Advised by a health care provider to self-quarantine due to concerns related to COVID-19
 - c. Experienced symptoms of COVID-19 and sought medical diagnosis
 - d. Cared for an individual who was required to stay home due to a Federal, State or local quarantine order related to COVID-19
 - e. Cared for an individual who was advised by a health care provider to self-quarantine due to concerns related to COVID-19
 - f. Cared for a son or daughter due to school/childcare facility being closed and/or childcare provider being unavailable, due to COVID-19 precautions
 - g. Experienced other substantially similar condition specified by the Secretary of Health and Human Services in consultation with the Secretary of the Treasury and the Secretary of Labor

Additional Flex Day

The District will provide one additional paid alternate flex day to the beginning of the Fall 2020 semester for the purpose of providing additional training in online modalities. Full and part-time faculty who have assignments in Fall 2020 will be compensated for the additional paid alternate flex day. This additional paid alternate flex day shall include a virtual/online option. Faculty who participate in any district or college training after May 26, 2020 regarding the use of distance modalities or other recommended training by the Distance Education Committee or Dean may count that time as Flex Time without pre-approval. For full-time faculty, the District shall provide up to 6 hours of additional alternate paid flex time at their individual non-instructional hourly rate. For part time faculty, the District will provide up to 6 hours of additional paid flex time and up to 6 hours for the existing Fall 2020 flex day at the part time faculty flex hourly rate.

Technology Reimbursement

The District will reimburse faculty for 100% of preapproved expenses incurred through the established procurement reimbursement processes at each college as a result of teaching and transitioning online. The District will consider all other reasonable requests for technology reimbursement on a case by case basis upon receiving receipts for any items and a statement from the faculty member that such items were essential to delivering online instruction, and that the essential equipment, or its reasonable equivalent, was unavailable through the District. The parties agree that any supplies or materials procured through the reimbursement process remain the property of the District and shall be returned by the faculty member to the District at the end of each semester unless it is needed to continue online instruction for the following semester.

Should faculty require additional equipment in order to work remotely during Summer 2020 or Fall 2020, they shall secure approval from their division dean in advance and utilize the established procurement process at each college. The vice president of instruction, in concert with the division deans, shall prioritize distribution of available equipment.

Temporary and Non-Precedential

The Parties acknowledge and agree that the current transition to distance education modalities is temporary and non-precedential, and for the sole purpose of implementing preventative measures in compliance with the applicable State and County executive orders and sheltering in place orders, while continuing to provide instruction to the students of the West Valley-Mission Community College District. In the event the District

determines that distance education modalities or other emergency measures must continue after the Spring 2020 semester, the parties will meet and confer at WVMFT's request to address the effects of these further emergency measures on members' working conditions.

FOR DISTRICT

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FOR WVMFT

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