

Addendum Agreement and Memorandum of Understanding (MOU)
between
The Ventura County Community College District (VCCCD)
and
Local 1828 of the American Federation of Teachers (AFT)
regarding
Implementation and Impact of the Board Policy 3506 [COVID-19
Vaccine Mandate]
January 4, 2022

This Memorandum of Understanding [hereinafter the Addendum Agreement] between Ventura County Federation of College Teachers [hereinafter AFT Local 1828] and Ventura County Community College District [hereinafter the District] [hereinafter known collectively as The Parties] is an emergency response to unforeseen changes in the current COVID-19 conditions in Ventura County and surrounding communities. As such this Addendum Agreement modifies and extends the previously ratified Memorandum of Understanding signed and dated October 13, 2021[hereinafter the MOU]. Unless explicitly modified or repealed by this Addendum Agreement, all provisions of the MOU shall remain in full force and effect.

WHEREAS the District and the AFT 1828 recognize that the emergence of the Omicron variant of the COVID-19 virus has caused a rapid increase in COVID-19 infections in Ventura County which poses an imminent health risk to the District employees, students and local community and,

WHEREAS the District has decided that it is within their authority to implement a district-wide policy modifying the working conditions of members of the AFT Local 1828 bargaining unit and,

WHEREAS the Parties agree that it is in their mutual interest to negotiate towards and reach an agreement that will support the District's educational mission and respect the protected interests of the members of the AFT Local 1828.

NOW, THEREFORE, The Parties hereby agree that the following provisions shall modify the MOU as follows, and shall be in effect immediately upon execution of this Addendum Agreement.

1. Unless explicitly extended in writing by mutual agreement of The Parties, The terms of this Addendum Agreement shall expire on Sunday, January 30, 2022, and shall be implemented uniformly across all campuses unless otherwise stated below.
2. In recognition of the revised CDC and Cal/OSHA guidelines, the District agrees to provide twice-weekly COVID-19 testing on its campuses for all on-campus faculty during the term of this addendum.

3. INSTRUCTIONAL MODALITIES - during the term of this Addendum Agreement, the following methods of instruction shall be implemented in effort to reduce the risk of exposure of students and faculty to COVID-19 infection.
 - a. Any courses listed in the Spring 2022 schedule, which are intended to be offered fully online, remotely, or otherwise intended to require no physical presence of students on campus for instructional purposes shall be delivered as designed, in a fully online, remote modality, and shall be unaffected by this Addendum Agreement.
 - b. Subject to the limited exceptions listed in section 4 below, all courses listed in the Spring 2022 schedule, which are listed as face-to-face, in-person, on-ground, or that are otherwise intended to be delivered in a manner requiring regularly scheduled physical presence of students on campus shall be conducted in a virtual format utilizing synchronous, real-time Zoom meetings during regularly scheduled meeting times as published in the course schedule.
 - c. Subject to the limited exceptions listed in section 4 below, all courses listed in the Spring 2022 schedule, which are listed as hybrid, blended, high-flex, or otherwise require intermittent, or occasional physical presence of students on campus for instructional purposes shall be conducted in a fully virtual format utilizing synchronous, real-time Zoom meetings during those regularly scheduled sessions which, notwithstanding this Addendum Agreement, were intended to be conducted in a face-to-face or on-ground modality. Nothing in this section shall modify the delivery modality of any virtual, remote, or online components of courses subject to this subsection.
4. REQUESTS FOR EXCEPTIONS
 - a. For all courses identified by the District as “lecture only,” it shall be presumed that all course learning objectives, as listed in the COR may be reasonably met through virtual modalities and shall be offered as defined in section 3 above.
 - i. Any faculty member who is currently assigned to teach an on-ground, or hybrid course designated as “lecture-only” and wishes to request an exception to section 3 above, and conduct the class in an on-ground modality shall submit a request to their Dean not later than 5 p.m. on Thursday January 6, 2022 which provides justification for deviation from Section 3 above. Such a request should demonstrate a compelling need for deviation from Section 3 so as to justify the increased risk of exposure to COVID-19.
 - ii. To avoid exceedingly long ZOOM sessions (90 minutes or longer in length), any faculty member who wishes to conduct a portion of a regularly scheduled in-person lecture or lab class via asynchronous instruction on Canvas, during this temporary remote period of time only, in lieu of some live Zoom instruction time, shall submit a request to their Dean not later than 5 p.m. on Thursday, January 6, 2022 which provides justification for deviation from Section 3b or 3c above.
 - b. For all courses identified by the District as “lecture-lab,” or “lab-only” it shall be presumed that all course learning objectives, as listed in the COR may be reasonably met through virtual modalities and shall be offered as defined in Section 3 above. However, courses that consist of hands-on activities, or lab

AMENDMENT TO MOU- January 5 2022 - District Counter-Proposal 8.49AM

Final Audit Report

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✔ Agreement completed.

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