

**Memorandum of Understanding
Between
Antelope Valley College Federation of Classified Employees

Antelope Valley College Federation of Teachers
And
Antelope Valley Community College District**

This Memorandum of Understanding Agreement (MOU) is made as of the 10th day of April, 2020 and remains in effect through May 2, 2020, by and between the Antelope Valley College Federation of Classified Employees (AVCFCE), Antelope Valley College Federation of Teachers (AVCFT), collectively known as the “FEDERATIONS” and Antelope Valley Community College District (DISTRICT), all collectively known as the “PARTIES”.

RECITALS

The District and the Federations recognize the importance of maintaining safe facilities and operations, for the benefit of the students and communities served by the District and its teachers and staff. All parties recognize the importance of prudent measures to prevent District employees, students, their families, or other people using District facilities from being exposed to or infected with COVID-19. Care should be taken to identify potential exposure and prevent the spread of the disease.

To this end, On March 16, 2020, the Board of Trustees of the District adopted Resolution 2020-0316 to address the COVID-19 pandemic and slow the spread of the virus by cancelling classes and transitioning classes to alternative formats, among other measures. The District has maintained the pay and benefits for the Federations’ employees and has not required them to use any form of personal leave provided to them through collective bargaining agreements.

The Federations sent a demand to bargain with the District. The parties came together to negotiate the impact of the District’s actions during the COVID-19 emergency to enter this MOU, Side Letter of Agreement.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

All Employees:

1. Should the need for this MOU Side Letter Agreement extend beyond May 2, 2020, the Parties may mutually agree to modify this MOU or portions thereof in writing. This MOU does not set precedent in future situations or serve as reopeners for existing negotiated agreements with the Federations.
2. It is the intention of the parties that for the duration of this MOU, the collective bargaining agreements between the District and the Federations remain in effect except

for provisions agreed to in this MOU and/or orders of the federal, state, or local government.

3. The District will inform the Federations should it learn of a confirmed or suspected COVID-19 infection of District employees, students, or community members utilizing District facilities, as allowed by law. In addition, the Federations will inform the District of the same should they receive notifications.
4. The District will continue to maintain pay and benefits for bargaining-unit employees for the period of this MOU; Employees will not be required to use paid sick leave or any other form of paid time off provided to them through the collective bargaining agreement.
 - a. For employees required to work remotely from home, the District will continue to supply employees with necessary technology and training to operate equipment as needed on a case by case basis.
 - b. The District shall provide reasonable accommodations for remote work as required by State and Federal law unless to do so would create an undue burden on the District.
5. The District shall continue to provide clean, sanitized, safe working conditions and necessary personal protective equipment (PPE) for all essential staff required to work on campus during this curtailment. Additionally, staff will not be prevented from bringing their own PPE to campus.
 - a. Employees who ask supervisors for permission to come on campus, on an individual basis, may be denied access if the provision of PPE is necessary and will deplete the limited PPE available for essential employees.
6. Upon request from an employee, the District will continue to provide controlled access to faculty offices, classrooms, instructional labs, or workstations to allow the employee to remove personal possessions, technology, documents or other materials needed by the employee to continue their duties online. All non-essential employee access must be approved by the President.
7. All grievance and grievance response timelines, as defined by the Federations' collective bargaining agreements, will be suspended or stayed as of March 16, 2020 through the term of this MOU.
8. Entire Agreement: This MOU constitutes the entire agreement and understanding between the Parties. There are no other oral understandings, terms or conditions. All prior understandings, terms, or conditions are deemed merged into this MOU.
9. This MOU 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 agreements.

10. Modification: This MOU cannot be changed or supplemented orally, and may be modified or superseded only by a written instrument executed by all parties.
11. Execution: This MOU may be executed in one or more counterparts, including by signature pages delivered in electronic format, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Classified Employees:

12. The District will continue to compensate any classified staff required to provide service during the terms of this MOU for actual time worked at the overtime rate (1.5 per hour) in addition to regular pay. The District will continue to provide the Federations the approved staff list during this MOU.

Due to the MOU of a 1.5 overtime rate, the call back provision of Article 11.6 is suspended during the term of this MOU. The overtime must first be approved by the supervisor then the President/Superintendent.


13. The requirement to evaluate permanent employees shall be suspended during this curtailment. All probationary employee evaluations will continue and will be addressed per Education Code 88013 and Board Policy 7230.
14. In order to complete the employee recruitments currently in process, the District will temporarily suspend the recommended number of people and the composition of the hiring committee. Additionally, the Federation will select up two (2) union representatives to complete all recruitments which shall be completed remotely. During the term of this MOU, the District will refrain from starting any new classified recruitments.

Faculty:

15. Upon submission of self-evaluations - as per Article VIII, Section 2.7 of the faculty CBA (with the exception of part (h)) - and current class materials, the Faculty evaluation requirement for full-time tenured, tenure-track and adjunct faculty currently under evaluation for the 2019-2020 academic year is deemed satisfied. Adjunct staff completing a third evaluation for initial placement on the Priority of Assignment list will move forward to being placed on the list. Future timelines for tenure-track faculty shall remain unchanged.
16. The District recognizes the efforts of faculty participation in training and providing online instruction as satisfying the Faculty Professional Development (FPD) program for the 2019-2020 academic year.

17. Faculty required to attend graduation for the 2019-2020 academic year shall fulfill their obligation by attending the following events on Friday, August 14, 2020: 1) a 90-minute event in the morning hours, 2) all college BBQ in the afternoon and; 3) graduation exercises in the evening. Mandatory attendance at opening work day and FPD responsibilities for Opening Day will be met by participating in all three events above on August 14th. No FPD sessions or division meetings will be held on Opening Day. FPD sessions and division meetings will be scheduled on other dates in accordance with the CBA.
18. Contractual responsibilities for participatory governance and Senate committees are suspended for the remainder of the 2019-2020 academic year. If such committees continue to meet online, faculty are encouraged to participate.
19. Adjunct office hours program will continue as agreed. Adjuncts may fulfill their meeting requirements by making documented virtual contact with students.

Antelope Valley College Federation of Classified Employees



Pamela Ford, President

_____ Date

Antelope Valley College Federation of Teachers

Dr. Scott Lee Digitally signed by Dr. Scott Lee
Date: 2020.04.10 09:54:54
-0700

Scott Lee, President

_____ Date

Antelope Valley Community College District



Ed Knudson, President/Superintendent

_____ Date