

**Memorandum of Understanding
between
Antelope Valley College Federation of Classified Employees
And
Antelope Valley Community College District**

This Memorandum of Understanding (MOU) is made as of January 13, 2021, and shall remain in effect through May 08, 2021, by and between the Antelope Valley College Federation of Classified Employees (AVCFCE), and the Antelope Valley Community College District (DISTRICT), collectively known as the "PARTIES."

RECITALS

The PARTIES 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. The PARTIES shall work together to ensure a safe working and educational environment through the Spring 2021 semester.

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 on campus classes and transitioning classes to alternative formats, among other measures. The DISTRICT maintained the pay and benefits for the AVCFCE's bargaining unit members and did not require them to use any form of personal leave provided to them through collective bargaining agreements through May 2, 2020.

On April 10, 2020, the PARTIES signed a joint MOU with the Antelope Valley College Federation of Teachers (AVCFT) regarding the impact of the DISTRICT's actions in response to the COVID-19 emergency. This MOU has since expired.


NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Should the need for this Agreement extend beyond May 08, 2021, the parties may mutually agree to modify this Agreement or portions thereof in writing. This Agreement does not set precedent in future situations or serve as reopeners for existing negotiated agreements with the AVCFCE.
2. Should circumstances surrounding this MOU change during the term of the MOU (e.g., reopening of the campus), the PARTIES agree to meet in order to negotiate the effects of the changed circumstances.
3. It is the intention of the PARTIES that for the duration of this Agreement, the Collective Bargaining Agreement (CBA) between the DISTRICT and the AVCFCE remain in effect except for provisions agreed to in this MOU and/or orders of the federal, state, or local government.

4. The DISTRICT will notify the AVCFCE of COVID-19 infections/exposures pursuant to AB 685, SB 1159, or any other superseding orders or guidance. The District must comply with the most restrictive notification requirements should it receive confirmation of a COVID-19 case of District employees, students, or community members utilizing DISTRICT facilities. In addition, the Federation shall inform the DISTRICT of the same should it learn of a confirmed COVID-19 case, unless confidentiality or its representational obligations prevent it from doing so.
5. The DISTRICT will continue to maintain pay and benefits for bargaining-unit employees who are ready and available to work for the period of this Agreement. Bargaining unit employees who are not available to work when called upon during work hours shall use available leaves to account for their unavailability/absence. All bargaining unit employees are expected to be available to provide service during the regular work day.
6. Remote work: to the greatest extent possible, bargaining unit employees who are able to carry out their work duties remotely will continue to do so and will be ready and available to receive and respond to questions and requests during their regular workday.
7. Temporary Reassignments: To maintain the operations of the DISTRICT and serve students, a classified employee's immediate supervisor may temporarily reassign the bargaining unit employee to work that is similar in kind to the employee's regular duties and in a lower or equal pay range, in inverse order of date of hire within the department with the position being reassigned. During any such temporary reassignment, the employee shall maintain their regular class pay rate, title, and work schedule. The supervisor and the employee will consult on an alternate assignment based on DISTRICT operational needs. Bargaining unit employees who are reassigned will be provided at least three business days' written notice unless another number of days is mutually agreed to prior to the reassignment and will be provided training as needed, with a written copy of all such temporary reassignment sent to the Federation president.
 - a. Any Classified employee assigned to remote work for any part of the Fall 2020 and Spring 2021 semesters shall receive a \$250 stipend for supplies, technology, services and equipment necessary to support the remote work.
 - b. The DISTRICT shall not require any bargaining unit employee to work on campus during the terms of this MOU solely for the reason that computing equipment, non-confidential files, or printing services are only available on campus, and will instead ensure that such employees have access to this necessary equipment for remote work.
 - c. The DISTRICT shall provide reasonable accommodations for remote work as required by state and federal law.
8. On Campus Assignments:

- a. When remote work is not possible pursuant to paragraph #6, the DISTRICT will provide bargaining unit employees with at least three (3) business days advance written notice of any on-campus assignment during the term of this MOU unless an exigent circumstance exists that require the employee to report sooner. All such directives for on campus assignments shall (1) be in writing, (2) set forth the DISTRICT's explanation on why remote work is not possible pursuant to paragraph #6, and (3) include a cc: to the Federation president. No on-campus assignments shall be required in those instances where workstations have not been set up with required PPE necessary to adhere to State and County health orders.
 - b. Bargaining unit employees who receive a notice from their supervisor to return to campus and who are considered "vulnerable" as defined by the Los Angeles County Department of Public Health shall stay at home and contact in writing their supervisor at least two (2) business days from the date of notice. Bargaining unit employees shall discuss with their healthcare provider, in advance, accommodations needed to return to campus. Accommodations documented by a healthcare provider shall be forwarded to the Director of Human Resources to initiate an interactive process notifying the employee of available leaves so that campus work can be accommodated.
9. The AVCFCE shall be entitled to representation on any committee and/or taskforce dealing with the reopening of the campus. The DISTRICT will conduct preliminary administrative planning before convening any committee and/or task force meetings.
10. Upon request from a bargaining unit employee to their supervisor, the DISTRICT will continue to provide controlled access to offices, classrooms, instructional labs, or workstations to allow the employee to remove personal possessions, technology, documents or other materials needed by the employee to perform their duties remotely. Access will be arranged in advance so that the DISTRICT can ensure compliance with social distancing and all other best safety practices.
11. All employee evaluations will continue and will be addressed per Education Code 88013 and Board Policy 7230. No employee shall be negatively evaluated for technology failures resulting from remote work. Employees shall notify their supervisor of any technological issues resulting from remote work.
12. This Agreement does not set precedent in future situations or serve as reopeners for existing negotiated agreements with the AVCFCE. Furthermore, this Agreement 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 CBA.
13. Execution: This Agreement 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.

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Pamela Ford, President

Antelope Valley College Federation of Classified Employees

1/13/2021

Date

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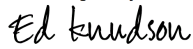
Bridget L. Cook, Esq., General Counsel/Lead Negotiator

Antelope Valley Community College District

1/15/2021

Date

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Ed Knudson, President/Superintendent

Antelope Valley Community College District

1/15/2021

Date