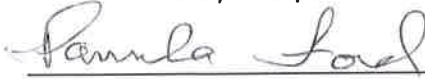


**Memorandum of Understanding
Between
Antelope Valley Community college district (District)
And
Antelope Valley College Federation of Classified Employees, Local 4683 (AVCFCE)**

This Memorandum of Understanding (MOU) is entered into between the Antelope Valley Community College District (District) and the Antelope Valley College Federation of Classified Employees, Local 4683 (AVCFCE) concerning the District's use of electronic surveillance systems, including but not limited to, the installation of closed circuit television (CCTV) surveillance cameras on all District properties.

1. The Parties agree that the "effects" of the District's installation of surveillance cameras/systems on all District properties are negotiable under the California Education Employment Relations Act (EERA).
2. The Parties agree the District has a legitimate interest in protecting District property from vandalism and theft, and providing a safe and secure environment in which faculty, staff, students and the general public may thrive in an academic environment, and that the use of CCTV surveillance cameras may be an effective tool in doing so. Accordingly, the District has determined that the installation of CCTV surveillance cameras/systems is necessary.
3. The Parties also agree that AVCFCE has a legitimate interest in protecting its unit members from unreasonable invasions of privacy and violations of their First Amendment, due process and EERA rights.
4. The parties agree that CCTV surveillance cameras and related equipment are to be primarily viewed for the purpose of preventing and substantiating criminal activity, such as theft and vandalism. Any Information utilized by the District through CCTV surveillance cameras/electronic surveillance systems which may lead to the disciplinary action of a bargaining unit member shall require the District to adhere to due process in accordance with the collective bargaining agreement, and in such instances the District shall provide the Federation with copies of the surveillance footage.
5. The District shall place signs notifying students, staff, and the public generally of the presence of CCTV surveillance on campus and in all locations where surveillance is used.
6. In the event that new surveillance cameras are installed and/or current surveillance cameras or electronic surveillance systems are relocated to different locations, the District shall provide advance notice of said changes and an updated map of the new or changed locations to the Federation to ensure compliance with this MOU. The AVCFCE reserves the right to bargain the effects of new and/or changed locations, installations, and cameras placed on a temporary basis in an area experiencing theft or vandalism, not currently addressed in this MOU. Installation of the temporary camera will be discussed with the union prior to installation.
7. Cameras shall not be installed in bathrooms, breakrooms and combination work/breakrooms, designated office areas and individual employee offices, and locker rooms, except as described below.
 - Placement of cameras in office, breakroom, and combination work/breakroom area exceptions: Cameras may be placed in offices that serve the public when the cameras are directed toward the common public space. An example would include the cashier's office where a camera is installed inside the office and directed toward the windows looking out. The same would apply to reception type areas where the cameras are pointed towards the general public. Under no circumstances would cameras be placed in bathrooms or locker rooms.

- Cameras with microphones will be limited to locations outside of buildings. Any variation from this will be discussed with the union prior to installation.
8. The parties recognize that video evidence may not be conclusive in all cases and that individual's memories of incidents recorded in the past may fade.
 9. The cameras shall not record the door of the AVCFCE Presidents office.
 10. The District shall not engage in video surveillance or electronic surveillance that involves arbitrary or capricious surveillance of unit members.



Pamela Ford – President AVCFCE

6/4/19
Date



Mark A. Bryant – Assistant Superintendent

6/4/17
Date



Ed Knudson – Superintendent/President AVCCD

6/4/19
Date