

**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 March 21, 2021, and shall remain in effect through August 7, 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

On April 10, 2020, the PARTIES signed a joint MOU with the Antelope Valley College Federation of Classified Employees (AVCFCE) and 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;

On January 13, 2021, the DISTRICT signed an MOU (Spring 2021 MOU) with the Antelope Valley College Federation of Classified Employees (AVCFCE) regarding the impact of the DISTRICT’s actions in response to the COVID-19 emergency. The Spring 2021 MOU expires on May 8, 2021;

WHEREAS, the DISTRICT is responsive to the needs of all students and remains committed to providing high quality service and maintaining operations during the COVID-19 pandemic;

WHEREAS, the state and local public health departments recognized that the rate of community transmission of COVID-19 is declining in Los Angeles County and that institutes of higher education (IHE’S) may resume some in-person on-campus activities.

WHEREAS, the District has communicated that it has taken all precautions in compliance with CDC and Los Angeles County Public Health guidelines as well as protocols for institutes of higher education (IHE’s), and has personnel continuously monitoring changes and compliance requirements;

WHEREAS, any employee with safety concerns has a right to bring such concerns to their supervisor or, in the alternative, to the AVCFCE, to pass on to the DISTRICT; and

WHEREAS, all employees, except those on an approved leave, will return to a staggered on campus/remote schedule, as of no later than May 10, 2021.

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

1. **January 13, 2021, Spring 2021 MOU:** The PARTIES’ January 13, 2021, MOU remains in effect, except paragraphs 6, 7 (intro), 7.b, and 10 of that MOU as modified herein. All

classified employees who are eligible for the \$250 stipend in paragraph 7.a, but who have not yet been paid it, shall still receive such stipend.

2.
  - a. **Staggered schedules for Spring 2021 semester and Summer Session 2021:** except for any classified employees already currently working full-time on campus, all classified employees shall perform in-person work on campus, on a staggered schedule basis, by department. Such staggered schedules shall begin on the dates outlined in paragraphs 3 - 5. For such staggered schedules, classified employees shall work twenty hours (20) on campus and twenty hours (20) remotely, within their existing schedules. These schedules will remain in effect through August 7, 2021, unless an employee is notified that the 20-hour remote work week is not available, pursuant to paragraph 2.b and 2.c.
  - b. To the greatest extent possible, bargaining unit employees will work on a twenty (20) hour remote schedule and twenty hours (20) on campus pursuant to paragraph 2.a. When working remotely, classified employees will be ready and available to receive and respond to questions.
  - c. For employees that have returned to work and are needed to work more than twenty (20) hours a week pursuant to paragraph 2(a-b), the DISTRICT will provide bargaining unit employees with at least three (3) business days advance written notice of any assignment of more than twenty hours on campus unless an exigent circumstance exists that require the employee to report sooner. All such directives for these assignments shall (1) be in writing, (2) set forth the DISTRICT's explanation on why a twenty hour on campus schedule is not possible pursuant to paragraph 3.b, and (3) include a cc: to the AVCFCE President.
3. **Classified return to in-person work, Volunteers:**
  - a. There are three (3) scheduled voluntary dates for staff to return. Volunteers get scheduling preference over any **non-volunteers** returning after April 5, 2021. Anyone returning after these dates would not be considered a volunteer and would not receive a scheduling preference.
  - b. **The dates for volunteer are:**  
  
Monday, March 22, 2021;  
  
Monday, March 29, 2021;  
  
Monday, April 5, 2021.
  - c. Any employee who is currently working remotely, in whole or in part, who wishes to volunteer to return on one of those dates may email their supervisor indicating their desire to volunteer along with one of the above dates on which

they intend to volunteer to return. For a scheduling preference, an employee must email their supervisor on or before 11:59 p.m. Thursday, **March 25, 2021**.

- d. In selecting schedules, employees who volunteer to return on any of the above dates shall have a scheduling preference over non-volunteers returning to staggered schedules, in-person work after April 5, 2021.
- e. Among volunteers and other employees returning between March 22, 2021 and April 5, 2021, who provide notice **on or before 11:59 p.m. Thursday, March 25, 2021**, of their intent to return, scheduling preference shall be determined by seniority within a department, regardless of which return date is selected.
- f. **Exception:** An exception applies to those within the departments of Financial Aid, Enrollment Services and Counseling who have responsibilities related to registration. Those individuals may volunteer to return on any of the above dates, but must return by Monday, April 5, 2021, and would not be considered voluntary, but still can select their schedules based on seniority. (This exception does not apply to employees without responsibilities related to registration. Those individuals may still consider the non-voluntary Return to Work options, Paragraph 4.a, or Paragraph 5.a.)
- g. The DISTRICT will provide AVCFCE with a list of all employees in Financial Aid, Enrollment Services and Counseling, who will be required to return to in-person work on April 5, 2021, under Paragraph 3.f.

4. **April 19, 2021, Return to Work Schedules for current remote work employees: Non-volunteers**

- a. On Monday, April 19, **all** other classified employees currently working remotely shall perform in person work on campus pursuant to paragraph 2, except for those returning pursuant to paragraphs 3 and 5.

5. **May 10, 2021, Return to work schedule for employees with childcare needs, at risk as vulnerable for COVID-19, or who cares for someone at risk as vulnerable for COVID-19: Non-volunteers**

- a. Any classified employee who (1) has childcare needs, (2) is considered “vulnerable,” for COVID-19, as defined by the Los Angeles County Department of Public Health; or (3) lives with or takes care of anyone who is considered “vulnerable” for COVID-19, as defined by the Los Angeles County Department of Public Health.
- b. Any such request for a May 10, 2021, return date must be communicated by the employee to the employee’s supervisor with supporting documentation required by Human Resources by noon, April 15, 2021. Employees are encouraged to submit requests early so that approvals can be made promptly.

- c. Any such request for a May 10, 2021, return date under Paragraph 5 shall be reviewed by the DISTRICT on or before April 15, 2021, along with documentation from the employee to substantiate the need for an accommodation or to substantiate that a child is enrolled in a school that has not returned to 100% in-person instruction.

- 6. Nothing herein shall deprive any employee of any right to seek a reasonable accommodation under State or Federal law, or to take any leave for which they are eligible under the CBA, District policy, or State or Federal law.

**PLEASE NOTE:** all employees may still apply for medical or other leave pursuant to existing laws and rules in effect. COVID-19 leaves under the American Rescue Plan Act of 2021 (ARPA) which renewed and revised provisions of the Families First Coronavirus Relief Act (FFCRA) are available to employees through the term of this agreement.

- 7. 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.

**Antelope Valley College Federation of Classified Employees**

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**Antelope Valley Community College District**

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