

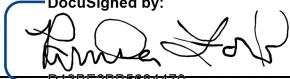
**Settlement between
Antelope Valley College Federation of Classified Employees
And
Antelope Valley Community College District**

This Settlement Agreement (“Agreement”) is entered into effective November 5, 2020, regarding the Antelope Valley College Federation of Classified Employees’ (AVCFCE) May 8, 2020, grievance, regarding Article 8.6 “emergency” compensation under the parties 2018-2021 collective bargaining agreement. (Formerly Article 8.7 under the 2015-2018 CBA.)

1. **Scope of Settlement:** This Agreement resolves (1) the AVCFCE’s pending Article 8.6 grievance, and (2) any and all related legal challenges regarding all monies allegedly owed under Article 8.6 for required on-campus work related to or resulting from COVID-19 to AVCFCE bargaining unit members under Article 8.6 (and which excludes any other Article 8.6 emergencies that may arise), from May 3, 2020, through May 28, 2021.
2. **Lump Sum Payment:** The District shall provide a lump sum of exactly seventy-two thousand and five hundred dollars (**\$72,500.00**) for impacted bargaining unit members. The distribution of such funds among impacted bargaining unit members will be exclusively determined by AVCFCE, except that such funds shall not be distributed to any employees who were not required by the District to work on campus during the period of May 3, 2020, through December 5, 2020.
3. **Information for Lump Sum Payment Distribution:** By no later than December 18, 2020, the District shall provide the AVCFCE with a list of all employees who were required by the District to work on-campus starting from May 3, 2020 through December 5, 2020, and for each such employee the approximate number of total days or hours for which each person was required to work on campus. The parties will work together as necessary to resolve any questions regarding the District’s list of employees and hours/days worked.
4. **District Payment to impacted members:** In response to the information provided by the District in paragraph 3, the AVCFCE will provide the District with a list of all impacted members who will be included in the District’s division and distribution of the paragraph 2 lump sum payment by February 15, 2021. The determination of which bargaining unit members are included for such a payment distribution will be non-discriminatory, with such determinations made at the exclusive control of the AVCFCE. Payment shall be made within two months of the AVCFCE providing this list to the District.
5. **Compliance Mediation:** An agreement to mediate any compliance issues that may arise, per the CBA, with Mediator Ken Cloke or another mutually agreed on mediator in the event of Mr. Cloke’s unavailability.
6. **Non-waiver of Rights:** This Agreement is non-precedent setting, will not bind the parties in any future action, whether under similar circumstances or not, and cannot be introduced in any

AVCCD-AVCFCE
Article 8.6 Grievance Settlement
November 5, 2020

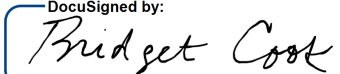
grievance, arbitration, complaint, administrative or legal proceeding as evidence of past practice or intent of the parties or meaning or application of the collective bargaining agreement.

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Pamela Ford, President
Antelope Valley College Federation of Classified Employees

11/5/2020

Date

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Bridget L. Cook, Esq., General Counsel/Lead Negotiator
Antelope Valley Community College District

11/5/2020

Date

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Ed Knudson, President/Superintendent
Antelope Valley Community College District

11/5/2020

Date