<u>Tentative Agreement</u> By and Between State Center Community College District and State Center Federation of Teachers, Local 1533 (Part-Time Faculty) August 25, 2020

This non-precedent setting Memorandum of Understanding and Agreement ("MOU") is entered into by and between the State Center Community College District (hereinafter referred to as "District") and the State Center Federation of Teachers, Local 1533 (hereinafter referred to as "Exclusive Representative" or "Federation"). The parties have reached a tentative agreement on the provisions set forth below.

The Federation and the District agree as follows:

- This Agreement shall amend the terms of the existing part-time faculty collective bargaining agreement ("CBA") only as provided herein, and in no other way modify, change, alter, diminish, or increase the existing terms or conditions of the CBA.
- Unless a provision of the CBA has sunset or was set to sunset, and except as modified herein, all other provisions of the July 1, 2018, through June 30, 2021, CBA remain as set forth in the CBA and are extended to June 30, 2022.
- The District specifically does not agree, without further negotiation, to any increased District costs, including but not limited to, increases in wages, salaries, stipends, any form of compensations, or any benefits.
- The term of the CBA, which currently expires on June 30, 2021, is extended to June 30, 2022.
- Additional Reopener(s): During this extension, should the District or the Federation request to meet and confer on any CBA article and/or any subject or matter due to economic challenges, safety concerns related to COVID-19, and/or unanticipated fiscal impacts to the District, the other party agrees to immediately (no later than two weeks from written request) reopen negotiations for the sole purpose of meeting and conferring regarding only proposed safety concerns and/or economic concessions (including but not limited to, decreases in wages, salaries, stipends, any form of compensation, and/or any benefits), furloughs, and/or the impacts of layoffs. It is understood that, with the exclusion of layoffs, any discussion of economic concessions listed above will first be pursued by way of concessions to Full Time unit members as detailed in the corresponding Full-Time Tentative Agreement.
- Any unspent funds from the Office Hours Pilot program detailed in Article XI-C, Section 5, shall be used to continue the Office Hours Pilot program in the 2021/22 Academic Year. The amount of the balance of these moneys will be communicated to the Federation prior to the start of the Fall 2021 term.

By affixing their signatures to this agreement, the parties acknowledge that the matters set forth are agreement. The signatories signify that they are the authorized representatives of the District and the Federation, as the proper parties to this agreement, and that all actions necessary for the parties to ratify and accept this agreement as a binding and bilateral agreement will be immediately completed in the manner required by that party or by law.

This MOU is made the <u>26</u> day of August 2020, in the City of Fresno, County of Fresno, State of California.

State Center Community College District

Julianna D. Mosier Vice Chancellor, Human Resources

State Center Federation of Teachers

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Keith Ford President

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John Fitzer Chief Negotiator