

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding between the Ventura County Federation of Teachers, Local 1828 ("Federation") and the Ventura County Community College District ("District") is intended to immediately replace and supersede the current contract provisions of Section 18.2 within the current Collective Bargaining Agreement between the Federation and District. This MOU is effective upon its signing by the Federation and the District. It is hereby agreed as follows:

1. The Federation certifies to the District that it has and shall maintain individual written authorizations for each unit member regarding payroll deductions for dues. As a result, the Federation is not required by Education Code Section 87833 to submit to the District a copy of an employee's written authorization in order for the payroll deductions described in this Article to be effective unless a dispute arises about the existence or terms of the employee's written authorization.
2. Requests to cancel or change authorizations for payroll deductions shall be directed in writing to the Federation, attention President, Ventura County Federation of Teachers, Local 1828, 816 Camarillo Springs Road, Suite B, Camarillo, CA 93012. The District shall rely on information provided by the Federation regarding whether dues deductions are maintained or cancelled.
3. The Federation will confirm by email to the District's Chief Human Resources Officer and the Payroll Supervisor by the 10<sup>th</sup> of each month all membership cancellations received as of that date. The District will in turn take action through its payroll department to no longer deduct membership dues for former Federation members.
4. Payroll membership cancellations received from the Federation by the 10<sup>th</sup> of the month will be implemented by the District's payroll department in that same month's salary warrant for the employee. Notification of cancellations from the Federation received after the 10<sup>th</sup> of the month will be implemented by the District in the next month's salary warrant.
5. It is recognized that the Federation, as exclusive representative of all faculty members, is required to represent all such faculty members fairly without regard to Federation membership or non-membership.
6. The Federation agrees that it will indemnify and hold harmless the District from attorney's fees, costs, charges, fees, awards, and damages arising out of any matter commenced against the District due to compliance by the District with its obligations under this Article. The District agrees that, in consideration of the Federation's obligation hereunder, the District will notify the Federation in writing of any matter within seven days of service thereof upon the District. The District and the Federation shall both fully cooperate with each other on any matter commenced against the District. The Federation may, at its discretion, determine whether to defend, settle in whole or in part, or appeal the matter.

7. Any management, supervisory, or confidential employee who, in addition to their primary work assignment, is selected for non-contract faculty assignments as stipulated in Article 2.3 of this Agreement shall be precluded from assuming any position (elected, appointed, or other) within the Federation, as such exclusion is permissible by law.

For the Ventura County Federation  
of Teachers, AFT Local 1828

By: [Signature]  
Its: DOUG THIEL PRESIDENT 1828 AFT  
Date: 3-5-19

For the Ventura County Community  
College District

By: [Signature]  
Its: Vice President, HR  
Date: 3/5/2019