

**Memorandum of Understanding**  
**Between**  
**Antelope Valley College Federation of Teachers**  
**And**  
**Antelope Valley Community College District**

This Memorandum of Understanding Agreement (MOU) is made as of the 12th day of August, 2020 and remain in effect through December 5, 2020, by and between the Antelope Valley College Federation of Teachers (AVCFT) (“FEDERATION”) and Antelope Valley Community College District (“DISTRICT”), collectively known as the “PARTIES”.

RECITALS

On March 16, 2020, the Board of Trustees of the District adopted Resolution 2020-0316 to address the COVID-19 pandemic and slow the spread of the virus by cancelling in-person classes and transitioning courses to alternative formats, among other measures. The DISTRICT maintained the pay and benefits for the FEDERATION’S bargaining unit members and did not require them to use any form of personal leave provided to them through collective bargaining agreements through May 29, 2020.

On April 10, 2020, the PARTIES signed a joint MOU with the Antelope Valley College Federation of Classified Employees (AVCFCE) after bargaining regarding the impact of the DISTRICT’S actions in response to the COVID-19 emergency.

On April 27, 2020, the DISTRICT announced that instruction would be provided remotely for the remainder of Spring 2020 and Summer Session 2020. The PARTIES agreed to extend the terms of the MOU as to AVCFT faculty.

On May 1, 2020, the FEDERATION and DISTRICT signed an Agreement to Extend the MOU through May 29, 2020. The PARTIES agree to the following MOU to address the Fall 2020 Semester (August 17, 2020 through December 5, 2020).

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

1. Should the need for this Agreement extend beyond December 5, 2020, the PARTIES may mutually agree to modify this Agreement or portions thereof in writing. This agreement does not set precedent in future situations or serve as reopeners for existing negotiated agreements with the FEDERATION.
2. Should circumstances surrounding this MOU change during the term of the MOU (e.g., reopening of the campus), the FEDERATION and DISTRICT agree to meet in order to negotiate the effects of the changed circumstances.
3. It is the intention of the PARTIES that for the duration of this agreement, the collective bargaining agreement between the DISTRICT and the FEDERATION remain in effect except for provisions agreed to in this MOU and/or orders of the federal, state, or local government.

4. The DISTRICT will inform the FEDERATION within three (3) calendar days should it receive confirmation of a COVID-19 infection of District employees, students, or community members utilizing District facilities, as allowed by law.
5. The DISTRICT will continue to maintain pay and benefits for bargaining-unit employees for the period of this agreement as reflected in individual employment contracts.
  - a. For employees required to work remotely from home, the DISTRICT will continue to supply employees with necessary technology and training to operate equipment as needed on a case by case basis.
  - b. The DISTRICT shall provide reasonable accommodations for remote work as required by state and federal law unless to do so would create an undue burden on the DISTRICT.
6. To the extent that faculty are required to be on campus for purposes of instruction or meeting with students (e.g. counselors), the DISTRICT shall continue to provide clean, sanitized, safe working conditions. This includes the cleaning of all areas where faculty perform their primary duties (e.g., classrooms and labs) after each course, as well as all other areas where faculty are present (e.g., restrooms, break areas, and labs) at a minimum of one time per day. A cleaning schedule shall be made available outside of each classroom, lab or other area that is cleaned. In addition, the cleaning schedule shall be maintained in the Maintenance and Operations Department.
7. The DISTRICT will provide all necessary personal protective equipment (PPE) for all faculty required to work on campus during this curtailment. Additionally, faculty will not be prevented from bringing their own PPE for use on campus.
8. Upon request from a faculty member, the DISTRICT will continue to provide controlled access to faculty offices, classrooms, instructional labs, or workstations to allow the faculty member to remove personal possessions, technology, documents or other materials needed by the employee to continue their duties remotely.
9. To the extent that a course is held on campus, a faculty member may ask a student to leave a classroom or campus building if the faculty member believes that the student's presence is causing a disruption to the campus community. The student may be excluded for that class session and the following session. The faculty member shall notify their dean as soon as practicable, but within one (1) day of the exclusion and the reason(s) for the exclusion in writing.
10. Evaluation of faculty members shall continue in accordance with Article VIII of the CBA with the following modifications:
  - a. Tenured faculty may perform a self-evaluation as the sole component of the review process, even if they are required to have a peer-team review pursuant to Article VIII, Section 3.0. If a faculty member chooses the self-evaluation option when he/she would normally be required to have a peer-team review, this faculty member will be obligated to have a peer-team review on their next two review cycles. The faculty member must inform their dean of this choice in writing.
  - b. Student evaluations will be conducted using the procedure in Article VIII, as the evaluator joins a class either face-to-face or via remote method, the evaluatee leaves the classroom, the evaluator reads the agreed-upon statement from Article VIII, and

administers evaluations using the online form that has previously been established for online classes.

- c. Faculty will continue to have regular classroom observations as stipulated in Article VIII, but observations may be conducted remotely (via Zoom or other appropriate method) by mutual agreement of the evaluatee and their evaluation committee members. Observation should occur in the same mode as the primary mode of instruction for the course.
- 11. Based on guidelines and directives from various federal, state & local authorities, any changes to the modality of instruction and/or related to the reopening of the campus, the Administration shall provide a minimum of fifteen (15) instructional days' notice to the faculty of the reopening of the campus.
- 12. The FEDERATION shall be entitled to representation on any committee and/or taskforce dealing with the reopening of the campus. The DISTRICT will conduct preliminary administrative planning before convening any committee and/or task force meetings.
- 13. Entire Agreement: This Agreement constitutes the entire agreement and understanding between the PARTIES. There are no other oral understandings, terms or conditions. All prior understandings, terms, or conditions are deemed merged into this Agreement.
- 14. This Agreement is non-precedential, will not bind the PARTIES in any future action, whether under similar circumstances or not, and cannot be introduced in any 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.
- 15. Modification: This Agreement cannot be changed or supplemented orally and may be modified or superseded only by a written instrument executed by all PARTIES.
- 16. 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 Teachers**

**Aurora Burd** Digitally signed by Aurora Burd  
Date: 2020.08.12 15:29:50  
-07'00'

**Dr. Aurora Burd, President**

8/12/2020

**Date**

**Antelope Valley Community College District**

Digitally signed by Bridget L. Cook  
Date: 2020.08.12 15:39:55 -07'00' *Bridget L. Cook*

**Bridget L. Cook, Esq., Lead Negotiator**

*Ed Knudson*  
**Ed Knudson—Superintendent/President**

08/12/2020

**Date**

*8/14/20*  
**Date**