

**Spring 2022**  
**Memorandum of Understanding**  
**Between**  
**Antelope Valley College Federation of Teachers**  
**And**  
**Antelope Valley Community College District**

This Memorandum of Understanding Agreement (hereafter referred to as “MOU” and “Agreement”) is made as of the 2<sup>nd</sup> day of February 2022 and remains in effect through May 7, 2022, 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 via the synchronous remote modality for the remainder of Spring 2020. Subsequent announcements were made providing remote instruction would continue through Spring 2021. The PARTIES agreed to extend the terms of the MOU as to AVCFT faculty.

On May 1, 2020, the PARTIES signed an Agreement to Extend the MOU through May 29, 2020. The PARTIES agreed to MOUs to address the Fall 2020 Semester (August 17, 2020 through December 5, 2020), Spring 2021 Semester (January 7, 2021 through May 8, 2021), and Summer 2021 and Fall 2021 (August 3, 2021 through August 13, 2021). The PARTIES now agree to a new MOU as detailed below.

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

1. Should the need for this Agreement extend beyond May 7, 2022, 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., closing of the campus or COVID-19 related guidance, etc.), 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 (CBA) between the DISTRICT and the FEDERATION remains in effect except for provisions agreed to in this MOU and/or orders of the federal, state, or local government.

4. The DISTRICT will notify the FEDERATION of COVID-19 infections/exposures pursuant to AB 685, or any other superseding orders or guidance. The DISTRICT must comply with the most restrictive notification requirements. The DISTRICT will continue to follow mandates of state and local agencies (i.e. Cal-OSHA, CADPH, LADPH, etc.) in regard to safety and protection against the spread of COVID-19. The PARTIES agree that the DISTRICT may adjust its practices relating to face coverings, social distancing and gatherings in accordance with current pandemic mandates. The DISTRICT will communicate current policies to all stakeholders at least weekly, on Friday, via email and on the DISTRICT's website under COVID-19 pages until all restrictions are removed.
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 due to quarantine guidelines, the DISTRICT will continue to supply employees with necessary technology and training to operate equipment as needed on a case by case basis. Additionally, faculty will not be precluded from using their own equipment.
  - b. The DISTRICT shall provide reasonable accommodations for remote work and teaching via the synchronous remote modality 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, 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 maintained by the Maintenance and Operations Department.
7. The DISTRICT will provide face coverings or necessary personal protective equipment (PPE) for all faculty required to work on campus during the term of this Agreement. Additionally, faculty will not be prevented from bringing their own face coverings or PPE for use on campus.
8. If a faculty member needs access to personal possessions, technology documents or other materials to continue their duties remotely while restricted from campus due to quarantine guidelines, the faculty member shall contact their Dean in writing to arrange for retrieval of any items required for the faculty member to complete her or his job duties. Within two (2) business days, the dean (or her/his designee) will provide them to the employee's designee.
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. Subparagraphs 10 a-c shall apply to any classes scheduled to be taught by an instructor in which some students will be attending face-to-face and others simultaneously via Zoom or other virtual platform during the Spring 2022 term:

- a. Faculty who will be teaching in the method identified above will be provided adequate training on the uses of the technology (e.g. cameras, software, etc.) needed to effectively carry out instruction. Such training will be developed and administered by the DISTRICT and will be provided to the faculty as needed through the Spring 2022 term.
  - b. Should issues arise with the technology such that it becomes impracticable for the instructor to deliver simultaneous instruction to both the in-person and remote students, the instructor shall immediately contact IT for assistance. If the IT technician cannot resolve the problem within a reasonable period of time, the IT department shall notify the instructor. Upon notice and approval of the Dean of the instructional division or Vice President of Academic Affairs, the instructor may cancel the remainder of the class session without a loss in pay.
  - c. Instructors teaching courses in this manner during the Spring 2022 term may request additional equipment (e.g., tablets). The DISTRICT will make every attempt to provide faculty with the requested equipment to provide additional means to meet the needs of the instructor and the students.
11. For the Spring 2022 semester only, to the extent that faculty members cannot obtain the necessary information (e.g., student evaluations, peer input, etc.) by the prescribed due date of their self-evaluation, the faculty member shall have one additional week to obtain all necessary information to complete and submit the self-evaluation.
12. The adjunct office hours program as described in Article X, Section 9.6 will be continued with no change except for: 9.6.3 - Adjunct faculty who wish to participate in the program shall inform the Dean in writing of their desire to participate, and their anticipated scheduled office hour time, by March 1, 2022.
13. Benefits and leave: Faculty who are asked to quarantine or isolate due to possible on-campus COVID-19 exposure shall first be given the opportunity to work remotely in lieu of using any personal leave. If remote work isn't possible and the COVID-19 exposure was on campus, the faculty member shall be granted paid COVID-19 administrative leave by the District until cleared to return to campus by Human Resources. If the COVID-19 exposure did not take place on campus, the faculty member shall use their own leave.
14. Modality for meetings where faculty are present: All faculty have the option to attend any participatory governance meeting in a synchronous online fashion when remote participation is offered to all participants by the meeting organizer during the term of this Agreement.
15. Potential Spring Modality Alternatives: After a faculty member has completed the daily AVC COVID-19 self-screening survey and has indicated that they have symptoms related to COVID-19 and the faculty member has been notified by Human Resources that they must adhere to the COVID-19 isolation guidelines, the faculty member will make arrangements with their dean to conduct class or counseling sessions remotely. The faculty member may conduct their classes remotely until such time as they have been cleared to return to campus by Human Resources.
16. Course Scheduling that takes place during Spring 2022: To the extent possible, faculty will be accommodated to teach in the modality of their choice while maintaining an on-campus presence.

17. Full-time faculty who were employed as of December 31, 2021 shall be awarded a one (1) time stipend of \$1,500. All Adjunct faculty members who taught Spring 2020 through Fall 2021 shall receive a one (1) time stipend of \$750.
18. The FEDERATION shall be entitled to representation on any committee and/or taskforce dealing with the closing or reopening of the campus and/or response to the COVID pandemic. The DISTRICT will conduct preliminary administrative planning before convening any committee and/or task force meetings. The FEDERATION will attempt to provide a representative at every meeting scheduled in accordance with AP 2510 Appendix II.
19. 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.
20. 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.
21. Modification: This Agreement cannot be changed or supplemented orally and may be modified or superseded only by a written instrument executed by all PARTIES.
22. 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**

*Cindy Hendrix*

**Dr. Cindy Hendrix, Lead Negotiator**

02/02/22

**Date**

**Antelope Valley Community College District**

*Bridget L Cook*

Bridget Cook (Feb 2, 2022 15:58 PST)

**Bridget Cook, Lead Negotiator**

02/02/2022

**Date**

**Antelope Valley Community College District**

*Ed Knudson*

Edward Knudson (Feb 2, 2022 15:40 PST)

**Ed Knudson, Superintendent President**

2/2/22

**Date**