

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

This Memorandum of Understanding (MOU) is made as of the 8th day of June, 2023 by and between the Antelope Valley College Federation of Teachers (“AVCFT”) and Antelope Valley Community College District (“DISTRICT”), collectively known as the “PARTIES”. This MOU expires on June 30, 2024.

RECITALS

Whereas, The PARTIES have identified the need to revise the method for conducting evaluations for all faculty evaluations.

Whereas, The PARTIES to this agreement desire to work together to support the Evaluatee and their committees with more clarity and consistency; create a more time efficient yearly process; and create better time management processes.

Whereas, Title V has been amended to require that Faculty evaluations include DEIA competencies and criteria as minimum standard for evaluating employee performance to support growth development and career advancement and contribute to an inclusive campus and classroom culture and equitable student outcomes.

Whereas, the PARTIES have tentatively agreed to definitions regarding categories of faculty members being evaluated which will be used in this MOU;

IT IS, NOW THEREFORE, AGREED AS FOLLOWS:

1. Should the need for this Agreement extend beyond June 30, 2024, 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 AVCFT.
2. Faculty evaluations to be covered by this MOU are as follows:
 - a. Regular Employee also known as Regular (Tenured) Faculty
 - b. Contract Employee/ Tenure Candidate (Probationary/Tenure-Track) also known as Contract (Probationary) Faculty
 - c. Temporary Employee (Adjunct) also known as Adjunct (Part-time Temporary) pre-seniority list and Adjunct (Part-time Temporary) on the POA
3. During formal evaluations, student evaluations are required, and each faculty member shall use the appropriate standardized evaluation instrument (see CBA Appendices I – M and O – P, R, T - W).
 - (a) Teaching faculty conduct evaluations after the midway point of the course. Non-classroom faculty may conduct evaluations throughout the year. Surveys for courses being taught on a schedule other than the traditional 16-week schedule will be

conducted at a midpoint based upon the length of the course. For courses being taught on a schedule other than 16 weeks, within the first two weeks of each semester the DISTRICT shall provide the dates to conduct evaluations. No evaluations shall be conducted and/or collected after the end date of the course. The DISTRICT will provide amended timelines for any course conducted in any length other than 16 weeks.

- (b) Faculty and Administration will strive to ensure student anonymity and the student survey procedure should not result in any manner of student intimidation.
- (c) Student surveys must be done in every unique class for tenure candidates. If a tenure candidate teaches course(s) in the Spring semester which were not taught during Fall semester, then student surveys and tenure committee evaluator observations must be completed for these courses. The student evaluations and observation reports will be included in the following Fall evaluation package. In the case of a unique spring course, not all evaluators may be able to complete an observation.
- (d) The evaluator/s, in consultation with the non-classroom evaluatee, will determine the number, and the time frame for gathering student evaluations.
- (e) Student surveys shall be conducted during a two-week period by e-mail sent directly to students from Class Climate, whether synchronous, asynchronous or face-to-face, at the midpoint of the course, without a faculty proctor present in the classroom. At the midpoint of the course, students will receive an email from Class Climate. Instructors will be notified of the timeframe and the VP of Academic Affairs Office will provide the release and close dates of the surveys to instructors. Instructors are expected to remind their students to complete the surveys. Students who have not yet completed the surveys will also receive reminders from Class Climate until the closing date.

For non-classroom faculty, Class Climate Surveys will also be provided for the evaluation, but the committee, in consultation with the tenure candidate, will determine how, and when, the student evaluations will be administered.

For classes where use of electronic surveys with the survey link sent via email is not infeasible (e.g. classes taught at the California State Prison- Los Angeles County), the committee and tenure candidate should work with the VP of Academic Affairs Office to identify and utilize a different method to administer student evaluations, which may include use of paper surveys. Guidelines for these evaluations should use procedures already established in Article VIII unless superseded by this MOU or by mutual agreement of committee members and evaluatee.

- (f) In the initial notification email to students generated by Class Climate, the following statement will be included, in addition to instructions (reviewed and agreed upon by AVCFT and the DISTRICT), to explain the purpose and value of evaluations:

You will be filling out an anonymous student survey as part of the evaluation process of (instructor's name). Please complete this student survey for your instructor as part of their evaluation process. There is space for your written comments, which are particularly helpful. Your input is important and valued by the college, as well as your instructor. Evaluations will be returned anonymously to the instructor for their use in

the evaluation process.

Thank you for taking the time to complete these evaluations. Antelope Valley College values your input.

(g) Student surveys will be opened in time to meet timelines of the evaluation process. Class Climate will automatically send a Results Report at the close of the survey, to the dean and the evaluatee. The dean must share the results with the chair of the tenure committee. Since surveys are conducted electronically, evaluatees will only be required to submit their Results Reports with their evaluations; paper copies are no longer in use. The evaluatee will address the evaluations in their self-evaluation.

4. For the term of this MOU, Article VIII, Section 2.6 shall be implemented as follows:

All faculty being evaluated shall complete a self-evaluation. Due dates may need to be amended by mutual agreement between evaluatee and evaluator or evaluating committee if a course under evaluation is being taught on a schedule other than the traditional 16-week schedule. Each faculty member shall submit a written narrative to the evaluator or evaluation team. In the self-evaluation narrative:

For clarity, Article VIII, Section 2.6 (a) through (k) remain unchanged.

5. For the term of this MOU, Article VIII, Section 5.2.2, Weeks 9-14 shall be implemented as follows:

Weeks 9-14. During Weeks 9-10, Student evaluations (surveys) for 16-week courses are completed after the midpoint of the course. Surveys for courses being taught on other than the traditional 16-week schedule will be conducted at a midpoint based upon the length of the course. Student evaluation reports are generated automatically in Class Climate and sent the dean and evaluatee. The dean shall provide the report to the committee chair. If appropriate, peer input is conducted (see 2.4) prior to week twelve.

If additional information from peer input or student evaluations indicates areas that need improvement or are unsatisfactory, the committee chair and dean shall communicate these concerns to the tenure candidate in writing that summarizes the problems and suggests remedies. The evaluator(s) shall hold a discussion with the evaluatee. Evaluator(s) and evaluatee shall sign the memo to acknowledge receipt.

Areas that are unsatisfactory require the addition of a second person.

The adjunct instructor submits a self-evaluation (see 2.6) that must address comments from student evaluations and, if obtained, peer input.

6. In lieu of Article VIII, 4.4 criteria, tenure-candidate faculty shall be evaluated in Fall 2023, unless said faculty teaches courses in Spring 2024 which were not taught in Fall 2023. In this case, the faculty member shall be evaluated in Spring, 2024 for courses not taught in Fall 2023. Additionally, if the faculty member receives a mark of U or an NI on the Fall 2023

report, the tenure committee will reconvene in the Spring 2024 semester to conduct another full evaluation cycle (Observation reports, self-evaluation, Dean's report, student and peer survey results, final report).

7. The fully signed final report and all accompanying documentation with all required signatures (i.e., observation reports, self-evaluation, Dean's report, student and peer survey results) shall be submitted to the Tenure Coordinator by the last week of the semester.
8. For the term of this MOU, Article VIII, Section 4.2.2 shall be implemented as follows:

The tenure review committee for each probationary faculty shall be composed of three members: the educational administrator who supervises the faculty member and two tenured faculty. One faculty member will come from the contract faculty's division (preferably from the same department/ discipline) and will be selected by the department chair and the educational administrator supervising the division. In spring, the supervising administrator will put out a call for full-time faculty from the division to serve on tenure review teams for all new positions and/or teams needing replacements by e-mail, or at a division meeting. Notice of confirmation (copies of e-mail or division minutes) will be sent to the Tenure Review Coordinator. The second faculty member of the committee will be selected by the academic senate from the faculty at large, but outside the division of the probationary faculty. Names of team members from the Senate and the Division shall be provided to the chair by the end of April (if possible) for the following year. Replacements made during the course of an evaluation year may be recruited and selected by the department chair and educational administrator. Documentation for calls and selection shall be forwarded to the Tenure Review Coordinator.

Whenever possible, the division member will come from the same department/discipline as the evaluatee. If no member from the same department/ discipline is available, a faculty member from a closely related field will be selected by the department chair and educational administrator. If there is no one from a closely related field, any tenured member of the division may serve.

The chair of the committee will be elected by the members of the committee if there is no discipline faculty member or the discipline faculty member cannot serve as chair, then the dean shall serve as chair of the committee. Tenure review committee members will serve for the duration of the evaluatee's probationary period with replacements made for members who retire, are removed, or resign. Faculty tenure committee members who resign must put their reasons for resignation in writing to the Tenure Review Coordinator. A meeting of the Tenure Review Coordinator, person resigning and the appropriate vice president will take place before the resignation is accepted.

Tenure committees already formed and scheduled will not be impacted by the new provisions of this MOU.

9. As evaluation instruments currently include specific questions regarding adherence to Title V, additional training regarding Diversity, Equity, Inclusion, and Accessibility (DEIA) competencies and criteria for evaluating employee performance to support growth development and career advancement and contribute to an inclusive campus and classroom culture shall be provided to evaluatees and evaluators by the District.
10. Unintended Consequences: Should an unforeseen issue arise, the Federation and the Vice President Academic Affairs will consult and come to a mutual agreement to resolve the

issue.

11. 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.
12. 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

6/8/23

Date

Jason Bowen

Dr. Jason Bowen, President

6/8/2023

Date

Antelope Valley Community College District

Bridget Cook

Bridget Cook, Esq. General Counsel/Lead Negotiator

6/8/2023

Date

Jennifer Zellet

Dr. Jennifer Zellet, Superintendent/President

6/8/2023

Date

