

**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 3rd day of August, 2021 and remain in effect through August 13, 2021, 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 May 1, 2020, the FEDERATION and DISTRICT signed an Agreement to Extend the MOU through May 29, 2020. The PARTIES agreed to an MOU to address the Fall 2020 Semester (August 17, 2020 through December 5, 2020).

On January 7, 2021, the FEDERATION and DISTRICT signed an MOU to address the Spring 2021 Semester (January 11, 2021 through May 8, 2021). The PARTIES now agree to extend portions of the MOU as detailed below.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Should the need for this Agreement extend beyond August 13, 2021, 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., complete reopening 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 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 notify the FEDERATION of COVID-19 infections/ exposures pursuant to AB 685, SB 1159, or any other superseding orders or guidance. The DISTRICT must comply with the most restrictive notification requirements.
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, critical infrastructure courses, etc.), 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 MOU. Additionally, faculty will not be prevented from bringing their own face coverings or PPE for use on campus. The DISTRICT will continue to follow mandates of state and local agencies 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 PARTIES also agree that the DISTRICT is required to follow the most restrictive mandates of state and local officials (i.e. Cal-OSHA, CADPH, LADPH, etc.). 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.
8. Upon request from a faculty member who is not scheduled to work on campus for the Summer 2021, 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 not be necessary during the Summer session 2021 (May 17 - August 13) as evaluations are generally not provided during the Summer term.

11. Any faculty member that is scheduled by the DISTRICT to return to campus during the Summer session 2021 (e.g., 11- or 12-month faculty member, non-instructional faculty, counseling, etc.) shall be given three (3) instructional days' notice prior to their return to campus. Should the faculty member require additional time due to a COVID-19 related issue, the faculty member shall immediately notify Human Resources of the issue and provide requested documentation to determine what type(s) of leave the employee may be eligible to use.
12. Subparagraphs 12 a-f shall apply to any classes scheduled to be taught by an instructor either with two simultaneous CRNs, one of which is listed as F2F (face-to-face) and the other of which is listed as synchronous online in the official Faculty assignment where some students will be attending face-to-face and others simultaneously via Zoom during the Summer and Fall 2021 or Fall 2021 terms:
 - 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 prior to and during the start of the Summer and Fall 2021 terms.
 - b. If a student fails to adhere to safety guidelines and/or refuses to wear PPE in a proper fashion, an instructor may ask the student to leave the classroom.
 - c. Upon request, the DISTRICT shall provide a face shield to any instructor who will be teaching on campus for the Summer and Fall 2021 terms.
 - d. 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.
 - e. Instructors teaching courses in this manner during the Summer 2021 or Fall 2021 terms 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.
 - f. Any instructor who is scheduled to teach a course in this manner during the Summer 2021 and Fall 2021 terms or the Fall 2021 term and completes the training associated with such a class articulated in subsection (a) above will receive the following:
 - A 15-hour stipend administered at the non-instructional rate; and
 - 20 hours of FPD (to be applied for the 2021-2022 academic year). Adjunct instructors will be deemed to have their FPD requirements met for the year.

An instructor is only eligible to receive the stipend and FPD credit for teaching courses in this manner one (1) time for the life of this MOU. Instructors who receive the stipend are encouraged to respond to surveys and evaluations by DETC to share best practices when using this manner of instruction.

13. 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. The FEDERATION will attempt to provide a representative at every scheduled meeting.
14. Nothing in this Agreement precludes a member of the FEDERATION from requesting accommodations or the use of available leaves during the term of this MOU.
15. Entire Agreement: This Agreement constitutes the entire agreement and understanding between the PARTIES. There are no other oral understandings, terms or conditions.
16. 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.
17. Modification: This Agreement cannot be changed or supplemented orally and may be modified or superseded only by a written instrument executed by all PARTIES.
18. 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

Kathy Osburn

Kathy Osburn, Interim Lead Negotiator

8/03/2021

Date

Antelope Valley Community College District

Bridget Cook

Bridget Cook, Lead Negotiator

08/03/2021

Date

Antelope Valley Community College District

Ed Knudson

Edward Knudson (Aug 3, 2021 15:48 PDT)

Ed Knudson, Superintendent President

08/03/2021

Date