

**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 10<sup>th</sup> day of August, 2022 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 May 6, 2023.

**RECITALS**

**Whereas,** The PARTIES have identified the need to revise the method for conducting evaluations (student surveys) for all faculty evaluations.

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

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

1. Should the need for this Agreement extend beyond May 6, 2023, 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. **Article VIII, Section 2.3.2** is amended and restated as follows with new language in italics:

During formal evaluations, student evaluations are required and each faculty member shall use the appropriate standardized evaluation instrument (see Appendix). Faculty may supplement the standardized form with questions in areas particular to their discipline or service area.

- (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, the DISTRICT shall provide the dates to conduct evaluations. No evaluations shall be conducted and/or collected after the end date of the course.

- (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, 2023 semester, which were not taught during Fall, 2022 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.
- (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 evaluatee, will determine how the student evaluations will be administered.

For classes where use of electronic surveys with the survey link sent via email is infeasible (e.g. classes taught at the California State Prison- Los Angeles County), the committee and evaluatee 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 and/or evaluatee must share the results with any other involved parties to the evaluation. 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.

3. Article VIII, Section 2.6 is revised as follows:

All faculty being evaluated shall do 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.

4. **Article VIII, Section 5.2.2, “Weeks 9-14”** is revised as follows:

Weeks 9-14. As amended in Section 2.3, 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 turned in to the dean and evaluatee. The evaluatee 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 evaluator shall communicate these concerns by typing a memo 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.

- 5. In lieu of Article VIII, 4.4, tenure-candidate faculty shall be evaluated in Fall 2022, unless said faculty teaches courses in Spring 2023 which were not taught in Fall 2022. In this case, the faculty member shall be evaluated in Spring, 2023 for courses not taught in Fall 2022. Additionally, if the faculty member receives a mark of U or an NI on the Fall 2022 report, the tenure committee will reconvene in the Spring 2023 semester to conduct another full

evaluation cycle (Observation reports, self-evaluation, Dean’s report, student and peer survey results, final report).

6. 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.
7. 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.
8. 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.
9. 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**

Aug 10, 2022

**Date**

**Jason Bowen**

**Dr. Jason Bowen, President**

Aug 10, 2022

**Date**

**Antelope Valley Community College District**

**Bridget Cook**

**Bridget Cook, Esq. General Counsel/Lead Negotiator**

Aug 10, 2022

**Date**

**Jennifer Zellet**

**Dr. Jennifer Zellet, Superintendent/President**

Aug 11, 2022

**Date**

**Signature:** *Cindy Hendrix*

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