Memorandum of Understanding Between

The Antelope Valley Community College District

And

The Antelope Valley College Federation of Teachers

This Memorandum of Understanding (MOU) is made as of the 26th day of November 2024 by and between the Antelope Valley College Federation of Teachers ("AVCFT") and the Antelope Valley Community College District ("DISTRICT"), collectively known as the "PARTIES." This MOU expires on June 30, 2025.

RECITALS

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

Whereas, The PARTIES desire to work together to support the Evaluee and their committees with a more secure and reliable process.

Whereas, the PARTIES have recognized problems with the peer input element of the current evaluation process and seek to work collaboratively and collegially to correct them.

IT IS NOW, THEREFORE, AGREED AS FOLLOWS:

- 1. Should the need for this Agreement extend beyond June 30, 2025, the PARTIES may mutually agree to modify this Agreement or portions thereof in writing.
- 2. This Agreement will be viewed by the PARTIES as a guide for changes to Article VIII upon the start of negotiations for the successor to the 2023-2025 collective bargaining agreement.
- 3. Faculty evaluations to be covered by this MOU are as follows:
 - a. Regular (Tenured) faculty
 - b. Contract (Probationary) faculty
 - c. Adjunct (Part-time Temporary) faculty pre-seniority list and on the POA
- 4. For the Fall 2024 semester, the collected peer input results will be distributed to all faculty evaluee's after the DISTRICT has removed all identifying information (making the results anonymous), and this agreement has been approved by the PARTIES.
- 5. The DISTRICT will not retain any peer input results that contains identifying, non-anonymous information in any personnel files, and will remove such information

- from all DISTRICT computer systems to the extent possible.
- 6. For the Fall 2024 semester, self-evaluation reports shall be due no later than November 26, 2024. The PARTIES agree that this new MOU overrides the due dates established in the Side Letter of Agreement signed on November 7, 2024.
- 7. For the term of this MOU, Article VIII, Section 2.4 shall be implemented as follows:

2.4 Peer Input

- 2.4.1 Faculty members work closely with peers, especially those in their department or division. Evaluation of the faculty member's respect for colleagues and the teaching profession must be obtained during contract faculty evaluations.
- 2.4.2 Anonymous peer-review input about an identified evaluee shall not be utilized as the sole basis for District disciplinary action or formal performance improvement directives.
- 2.4.3 The PARTIES agree to work collaboratively via a work group to identify a new evaluation mechanism that will ensure anonymity, only survey completion by an AVC faculty member, and prevent duplication. The group will start meeting in February 2025. The group will provide an update regarding findings, recommendations, and suggestions.
- 8. For the Fall 2024 semester, 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 due to the Tenure Coordinator by December 7, 2024; however, faculty and administrators who are chairing more than two committees may contact the Tenure Coordinator to arrange for an alternative, no later than December 31, 2024, if this date is not feasible.
- 9. Unintended Consequences: Should an unforeseen issue arise, the AVCFT and the Vice President Academic Affairs will consult and come to a mutual agreement to resolve the issue.
- 10. 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.
- 11. 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.

Dr. Lauren Elan Helsper AVCCD Lead Negotiator

AVCFT Lead Negotiator

Dr. Jennifer Zellet

AVCCD Superintendent/President