



# ANTELOPE VALLEY COLLEGE

Collective Bargaining Agreement  
between  
Antelope Valley College  
College District  
and

Antelope Valley College  
Federation of Teachers

March 12, 2007 – June 30, 2009

Antelope Valley Community College District  
3041 West Avenue K  
Lancaster, CA 93536  
[www.avc.edu](http://www.avc.edu)

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### Appendices

Agreement to Offer Overenrolled Class, Agreement to Purchase District Copyright, 2006-2007 Salary Schedules, Calculating LHE, Family and Medical Care Leave Form, Procedure for Enrolling Students, Tenure Report Summary Sheets: Years 1-4, Notice to Bank Overload Earning.

**ARTICLE I**  
**AGREEMENT**

- 1.0 This Agreement is made by and between the ANTELOPE VALLEY COMMUNITY COLLEGE DISTRICT; whose address is 3041 West Avenue “K”, Lancaster, California, 93536, hereinafter referred to as the “District”, and the ANTELOPE VALLEY COLLEGE FEDERATION OF TEACHERS, hereinafter referred to as the “Federation”.
- 2.0 The Articles and provisions contained herein constitute a bilateral and binding agreement (“Agreement”) by and between the Governing Board of the Antelope Valley Community College District (“Board” or “Employer”) and the Antelope Valley College Federation of Teachers (“Federation” or “Exclusive Representative”), an employee organization.
- 3.0 Changes to provisions in this Agreement may be negotiated at any time during the period in which this Agreement is valid should the parties mutually agree to do so by written agreement.
- 4.0 This Agreement is entered into pursuant to Chapter 10.7, Sections 3540 –3549.3 of the California Government Code (“Act”).
- 5.0 This agreement shall be in full force and in effect from the date of ratification by the parties to June 30, 2009 and from day to day thereafter until such time that the parties reach agreement on a successor agreement. The parties agree to begin negotiations in January 2009.
- 6.0 Re-opener Negotiations
- 6.1 In any fiscal year, Article IX, section 1.1 of the agreement shall be reopened for negotiation if the District’s funded FTES declines by more than one percent from the previous fiscal year or if fundamental change of the funding mechanism results in a reduction in base funding of more than one percent or if there is an increase in the health and welfare benefits of more than ten percent or if any other event creates a substantial fiscal hardship to the District.
- 6.2 The parties agree to reopen negotiations on benefits in years 2 (2007-08) and 3 (2008-09) of the agreement.
- 6.3 The parties agree to continue negotiation on adjunct office hours starting in spring 2007.
- 6.4 The parties agree to continue negotiations on adjunct insurance starting in spring 2007.
- 6.5 The parties agree to continue negotiations on retiree benefits starting in spring 2007.
- 6.6 The parties further agree to continue negotiations, beginning in spring 2007, on the following items:
- |  |  |
|--|--|
| a. Tenure and Evaluation article                 | i. Reassigned time   |
| b. Assignment Priority                           | j. Adjunct pay for college service / governance / committee work |
| c. Withdrawal of Classes article                 | k. Dispute resolution  |
| d. Sheriff Academy                               | l. On-line education   |
| e. Reassignment of work area/division/department | m. Faculty Chairs  |
| f. FSA’s   | n. Faculty internship  |
| g. Work and Family Participation                 | o. Discrimination and harassment complaint procedure             |
| h. Adjunct Equity                                | p. Administrator Doing Faculty Work                              |

**ARTICLE II**  
**RECOGNITION**

- 1.0 Pursuant to the certification of the Public Employment Relations Board, the District recognizes the Federation as the exclusive representative for the following unit of employees:

Shall include:

All full-time and adjunct faculty employees of the District, including counselors, director of EOP&S, librarians, transfer center coordinator, writing center specialist, learning disabilities specialist, math learning specialist, coordinator of outreach and school relations, and any other regular, contract, or temporary faculty employees who are non-administrative academic personnel. Employees teaching not-for-credit contract education classes shall be included in the faculty bargaining unit if the course meets the same standards as a course in the credit curriculum.

Shall exclude:

All administrative, classified and classified confidential/management/supervisory employees and employees teaching community services courses.

- 2.0 Any modifications in the composition of the unit during the term of the Agreement shall be subject to the rules and regulations of the Public Employment Relations Board.
- 3.0 Classified and classified confidential/management/supervisory employees, though excluded from the bargaining unit, may be included in the adjunct hiring pools. It is not the intent or purpose of this section to allow, require, or restrict the hiring of classified or classified confidential/management/supervisory employees for adjunct teaching positions, only to allow them the opportunity to apply for such positions.

**ARTICLE III**  
**DEFINITIONS**

- 1.0 The District and Federation agree that the foregoing definitions shall be utilized in the interpretation of this Agreement:
- 1.1 Days - Shall mean any day on which the central administrative office of the District is open for business, excluding Saturdays.
  - 1.2 District - Synonymous with Employer and the Board of Trustees.
  - 1.3 Unit or Unit Member or Faculty or Faculty Member - Refers to the unit members who are included in the unit as defined in Article II and, therefore, covered by the terms and provisions of this Agreement.
  - 1.4 Immediate Supervisor - A line or unit officer of the District to whom a unit member is immediately accountable.
  - 1.5 Immediate Family - Immediate family shall be defined as spouse and children, siblings, parents, grandparents or grandchildren of the unit member or the spouse of the unit member, and the step-parents, step-siblings, step-children, sisters-in-law or brothers-in-law of the unit member or any relative of the unit member living in the immediate household of the unit member, or other adult who has had the primary responsibility for raising or care of the unit member. The unit member will identify the "other adults" on an annual basis.
  - 1.6 Regular Employee (Tenured) - Refers to an employee of the District who is employed in accordance with the provisions of subsection (c) of section 87608 or subsection (a) of section 87609 of the Education Code.
  - 1.7 Contract Employee (Probationary/Tenure-Track) - Refers to an employee of the District who is employed on the basis of a contract in accordance with the provisions of section 87605 or subdivision (b) of section 87608 or 87608.5(b).
  - 1.8 Temporary Employee (Adjunct) - A temporary employee is any unit member who is employed to teach community college classes or to carry out non-classroom assignments for not more than sixty (60) percent of the hours per week considered a full-time assignment for regular unit members having comparable duties.
  - 1.9 Pro-rata - Means to divide, distribute, or assess proportionately.
  - 1.10 Grievance - A complaint by any unit member who is a member of the faculty bargaining unit or by the Federation alleging that the employer (AVCCD or its representatives) has violated a term of this Collective Bargaining Agreement.
  - 1.11 LHE - Lecture Hour Equivalent (see Article X)

**ARTICLE IV**  
**NON-DISCRIMINATION**

- 1.0 Neither the District nor the Federation shall discriminate against any unit member in the course and scope of his or her employment on the basis of race, color, religion, creed, national origin, sex, age, marital or parental status, disability, or membership or participation in an employee organization.
  
- 2.0 Alleged violations of this article for which another administrative forum is provided, such as the Equal Employment Opportunity or the Department of Fair Employment and Housing, shall not be subject to the grievance provisions of this agreement. For purposes of this article, the Public Employment Relations Board shall not be considered an administrative forum.
  
- 3.0 Rules designed to implement this Agreement shall be applied uniformly and consistently to all unit members unless specifically stated otherwise in this Agreement.

**ARTICLE V**  
**LEAVES OF ABSENCE**

1.0 Board Authority

Statutes mandating leaves of absence to unit members for specific purposes and length of time do not deprive the Board of the right to grant leaves of absence for other purposes, with or without compensation.

2.0 Emergency

Prior approval of the Superintendent/President shall not be required for any of the following reasons: (a) Death or serious illness of a member of the employee's immediate family. (b) Accident involving the unit member or his/her property, or the person or property of a member of the immediate family.

3.0 Compensated Leaves

All leaves are compensated and apply to all unit members unless otherwise stipulated. The appropriate leave form must be completed for all leaves.

3.1 General Emergency

- 3.1.1 In the event of a natural disaster, the Board may declare that a state of emergency exists and temporarily suspend operation for the duration of the emergency.
- 3.1.2 Cause shall be construed as those natural disasters (earthquakes, floods, fire, snowstorms, accidents, power outage or similar disruption of District services), which render continued operation as hazardous or impractical thereby subjecting students and unit members of the District to unnecessary risks affecting their health and welfare.
- 3.1.3 Full remuneration will be allowed for unit member absences for the duration of the emergency declared by the Board as recommended by the Superintendent/President.

3.2 Personal Necessity

- 3.2.1 Personal necessity leave is a paid leave granted to permit a unit member to be absent when significant personal events require his/her attention during assigned hours of service. Such events include all circumstances or events that the unit member cannot reasonably be expected to disregard.
- 3.2.2 Examples of personal necessity leave:
  - (a) Family illness
  - (b) Medical appointment of unit member or unit member's immediate family
  - (c) Accident to person or property of unit member or of the unit Member's immediate family
  - (d) Court appearances as a litigant
  - (e) Car trouble, inclement weather.
- 3.2.3 No more than six (6) days of personal necessity shall be granted for one (1) academic or fiscal year for full-time faculty. Maximum personal necessity leave for adjunct unit members equals 1.2 hours x number of hours work per week. Such days shall be charged against the unit member's accrued sick leave balance.

- 3.2.4 A Personal Necessity Leave form (available in the Office of Human Resources and Employee Relations) must be completed for all days taken for this purpose, and whenever possible, faculty will complete the form prior to leave being taken. This form is necessary for payroll for insurance purposes, in compliance with Education Code section 87784.
- 3.2.5 All unit members may take one (1) additional calendar day per academic or fiscal year for personal business that shall not be deducted from sick leave or salary. This day may be used at any time, but may not be split. The leave form shall reflect when this additional day is being used.
- 3.2.6 All unit members are encouraged to schedule personal obligations outside of the regular workday whenever possible.

3.3 Sick Leave

- 3.3.1 Every full-time unit member shall be entitled to ten (10) days leave of absence for illness, injury or quarantine with full pay for each school year of service. Eleven-month pay unit members shall receive eleven (11) days of sick leave; twelve-month pay unit members shall receive twelve (12) days of sick leave. Days of sick leave for adjunct is based on the number of hours worked (see section 3.3.3.) These days are exclusive of all days the unit member is not required to render service to the District. Pay for sick leave shall be the same as the pay, which would have been received had the employee served the day.
- 3.3.2 Deduction of Sick Leave for Full-time Faculty
  - (a) The number of days granted (10, 11, 12) is converted into hours. Six (6) hours per day for 30-hour per week unit members; seven (7) hours per day for 35-hour per week unit members.
  - (b) When full-time unit members report they missed work due to illness, injury or personal necessity that is to be deducted from the sick leave balance, the dates and number of hours or days missed are to be noted on the regular assignment (blue) timecard.
  - (c) ENTIRE WEEK  
If the unit member misses an entire week of scheduled load, including unit members whose load is scheduled on less than five (5) days per week, the unit member writes the days missed and “one week” on the timecard. The equivalent of one week of sick leave, 30 or 35 hours respectively, shall be deducted.
  - (d) ENTIRE DAY  
If the unit member misses the entire day of scheduled workload, the unit member writes the date and “one day” on the timecard. Six (6) or seven (7) hours shall be deducted.
  - (e) PARTIAL DAY - 30-hour per week faculty  
If the unit member misses only part of a day of scheduled load, the unit member shall write the date and the classroom/assignment hours missed (e.g., May 2, 10-11 a.m. or May 3, 7-9:20 p.m.) on the timecard. The number of hours deducted shall be proportionate to that day’s scheduled load. If five (5) assignment hours are scheduled and only one (1) hour is missed, one-fifth of a day or 1.2 hours of sick leave is deducted. If three (3) of the five (5) hours are missed, 3.6 hours of sick leave are deducted.
  - (f) PARTIAL DAY - 35-hour per week faculty  
If the unit member misses only part of a day of scheduled load, the unit member shall write the date and the hours missed on the timecard. (E.g., March 9, 2-4 p.m. or April 20, 2-3:30 p.m.) That number of hours is deducted.
  - (g) Full-time faculty members absent from duties on account of sick leave, personal necessity, or bereavement leave must document such leaves on both the timecard and the appropriate leave form regardless of whether the duty was covered by a substitute or canceled, in accordance with Article V, Section 3.2.



- (h) This process represents the administrative procedure for deducting sick leave. Should adjustments be required for any reason, the District will meet and discuss with the bargaining agent prior to implementing changes.
- (i) Changes in numerical amount deducted from sick leave will be subject to negotiation.

3.3.3. Sick Leave for Adjunct Faculty

(a) Adjunct unit members shall be entitled to 2 hours of sick leave for each one hour of instruction during the first semester of employment during the regular school year. The hours granted may not be reduced during the second semester of employment should the hours of instruction be reduced, but must be increased proportionately should the hours of instruction increase during the second semester.

(b) The sick leave benefits of adjunct unit members are determined by the following formula:

$$Y \times 2 = Z \quad Y = \text{number of hours of instruction per week}$$

$$Z = \text{number of yearly hours of sick leave}$$

Examples: Two 3-hour lecture classes:  $6 \times 2 = 12$  hours of sick leave  
 5- hour lecture/lab class:  $5 \times 2 = 10$  hours of sick leave  
 3- hour lab class:  $3 \times 2 = 6$  hour's sick leave

If a unit member's load is increased from 6 hours to 9 hours in spring, an additional 6 hours of sick leave will be granted for a total of 18 hours ( $6 \times 2 = 12$  for Fall plus  $3 \times 2 = 6$  for Spring). If the unit member is hired only for spring semester, the hours are calculated using the above formula using the hours of instruction for spring. (Six hours of instruction in spring:  $6 \times 2 = 12$  hour's sick leave).

- 3.3.4 Credit for sick leave need not be accrued prior to taking such leave by the faculty member and such leave may be taken at any time during the school year; however, payment for days of sick leave is to be made only during any semester in which the person is performing services for the District. Each year's allotment of sick leave days shall be credited at the beginning of the academic year for 10-month pay unit members and at the beginning of the fiscal year for 11-12 month pay unit members.
- 3.3.5 Unused sick leave shall be accumulated from year-to-year. Each full-time and adjunct unit member will receive a statement of all accumulated sick leave balances by the fourth week of the fall semester. These sick leave balances shall reflect unused sick leave as of June 30 of the previous spring semester.
- 3.3.6 A full-time unit member who also has an overload assignment is considered two (2) different persons as concerns the provision of Education Code 87781, and is therefore entitled to additional hours of sick leave according to the formula for adjunct faculty members. Full-time sick leave can be used only in relation to full-time employment and adjunct/overload sick leave can be used only in relation to the adjunct/overload assignment.
- 3.3.7 Accumulated hours of adjunct/overload sick leave may be used during summer session by both adjunct and full-time faculty.
- 3.3.8 Unit members are responsible for notifying their immediate supervisor as soon as possible when absent due to accident, illness or quarantine. The Superintendent/President of the District shall be responsible for having reasonable assurance that absence is actually caused by the illness of the unit member himself/herself before allowing sick leave with pay. If there is doubt that the unit member is emotionally or physically fit to perform his/her duties, the Superintendent/President may require a doctor's statement to help make such determination.

3.3.9 Transfer of Sick Leave

Any unit member formerly employed by another California school District shall be entitled to transfer unused accumulated sick leave. The Board shall not adopt a policy, oral or written, requiring any unit member being employed by the District to waive any part or all of accumulated sick leave which he/she may be entitled to transfer, in compliance with Education Code section 87783.

3.4 Extended Sick Leave

In accordance with Education Code Section 87786, when a unit member is absent from duties on account of illness or accident for a period of five school months or less, whether or not the absence arises out of or in the course of the employment of the unit member, and upon exhaustion of all accumulated sick leave, he/she shall receive fifty (50%) of his/her salary or the difference between his/her salary and the cost of a substitute, whichever is greater, during the period of the absence.

3.5 Catastrophic Leave

3.5.1 Catastrophic illness or injury means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family and requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave and other paid time off.

3.5.2 When the number of days in the full-time bank falls below fifty (50) or the number of hours in the adjunct/overload bank falls below 150, a request for donations to the bank will be sent to all unit members.

3.5.3 Unit members contributing days to the bank must maintain a balance of four or more weeks of accumulated sick leave (prorated for adjunct unit members).

3.5.4 The minimum contribution to the bank by any full-time unit member will be three (3) days and eight (8) hours for adjunct (overload) unit members.

3.5.5 A Catastrophic Leave bank committee will be composed of the Director of Human Resources and Employee Relations and one appointee of the Federation. Days contributed to the bank by unit members cannot be withdrawn for other than catastrophic leave. The Catastrophic Leave bank committee will accept or reject use of days from the bank. Unit members applying for Catastrophic Leave days must submit a letter of request along with a signed and dated doctor's statement verifying the incapacitating nature and probable duration of the illness or injury.

3.5.6 Beneficiaries of the catastrophic leave program shall in no case receive more than the salary they would have received were they not on leave. Sick leave may be granted as half-days (i.e., unit member will receive 50% pay). In general, catastrophic leave is meant to provide supplemental pay for faculty who will miss work for 3 calendar months to one calendar year in order to give them time to return to work or to make long-term arrangements for disability or disability retirement. Exceptions for shorter or longer periods may be made on a case-by-case basis. The maximum granted at each request is for 40 paid days. Unit members may reapply. An absolute maximum of 12 months may be approved.

3.5.7 An annual report of the number of days used and in the bank will be provided to the Federation president, who shall verify the accounting at the beginning of the school year.

3.5.8 The decisions of the Catastrophic Leave committee regarding withdrawal of days from the leave bank will be final.



3.6 Maternity Leave

- 3.6.1 The Board will grant faculty members a leave of absence because of pregnancy, miscarriage, childbirth, and/or recovery there from as prescribed in Education Code Section 87766 and other provisions of law as is in effect now or is hereafter amended. The use of this leave shall be treated as sick leave.
- 3.6.2 If used in conjunction with maternity leave, family care leave shall be limited to one (1) month.

3.7 Family and Medical Care Leave

- 3.7.1 The Board will grant regular and contract unit members who have worked at least one (1) full year at 60% of full time an unpaid leave of absence from duty because of the birth or adoption of a child or placement of a child for foster care; serious illness or serious health condition of the unit member's child, parent or spouse or registered domestic partner (same sex partner or heterosexual partner over age 62); or serious health condition that makes the unit member unable to perform his/her job.
- 3.7.2 Leave may be taken in one or more periods, but is limited to twelve (12) weeks in any twelve (12) month period. Notice shall be given at least 30 days prior to use of this leave unless the need is unforeseeable. If the need for leave is unforeseeable, notice shall be provided as appropriate to the circumstances involved.
- 3.7.3 Unit members may use accumulated sick leave while on a family and medical care leave.
- 3.7.4 If on an unpaid family and medical care leave, the unit member will maintain the established seniority placement that was in effect at the beginning of the leave and shall be entitled to the same position held when leave commenced or an equivalent position when leave is over.
- 3.7.5 Leave may not be invoked retroactively unless unit member or his/her representative was incapable of invoking it during the absence.
- 3.7.6 District paid benefits will be maintained for the absent unit member at the District's cost during any unpaid days of Family and Medical Care Leave. Arrangements shall be made with Human Resources for the employee to pay his/her share during the absence.
- 3.7.7 No accruable benefits, such as vacation leave and sick leave, are earned when an employee is on an unpaid Family and Medical Care Leave.

3.8 Bereavement Leave

- 3.8.1 Every unit member of the District is entitled to a leave of absence not to exceed three (3) days for intra-state or five (5) days for out-of-state travel because of the death of any person related by blood or marriage to the unit member or the spouse or domestic partner of the unit member, or other adult who has had the primary responsibility for raising or care of the unit member. The unit member will identify such other adult(s) within one (1) month after the ratification of this agreement or within thirty (30) days of his/her hire.

3.9 Worker's Compensation

- 3.9.1 The provisions of the Labor Code related to Worker's Compensation are applicable to all unit members of Antelope Valley Community College District.
- 3.9.2 Benefits are available to unit members who sustain industrial illnesses and injuries. Such benefits include medical treatment, temporary disability indemnity, permanent disability indemnity, and death benefits. Benefits are not recoverable if injury was intentionally self-inflicted, caused by the unit member's own intoxication, arose out of an altercation in which the unit member was the initial aggressor, or if the unit member willfully and deliberately caused the unit member's own death.

3.9.3 The District may require job-related physical examinations for unit members at the District's expense.

3.10 Industrial Accident or Illness

This section is intended to be in compliance with Education Code Section 87787.

3.10.1 Allowable leave with full salary continuance is sixty (60) days per year from the date of the accident/illness, during which the District is open or the unit member is required to render service to the District.

3.10.2 The accident or illness must be directly attributed to the unit member's employment and must be accepted as an injury or illness arising out of employment by the carrier of the District's Worker's Compensation Insurance fund.

3.10.3 Industrial accident or illness leave shall commence on the first day of absence.

3.10.4 Industrial accident or illness leave shall be reduced by one (1) day for each day of authorized absence regardless of temporary disability payments.

3.10.5 When an industrial accident or illness leave extends into the next school year, the unit member shall be entitled to only the balance of the unused portion of the 60 days for the same illness or injury.

3.10.6 Allowable leave shall not be accumulated from year-to-year.

3.11 Compensation (Industrial Accident/Illness Leave)

3.11.1 During the allowable 60 day industrial accident/illness leave, the unit member shall be paid 2/3 of his/her salary due for any month in which the absence occurs through the District's worker's compensation insurer. The District shall contribute the remaining portion (1/3), which will result in payment of the unit member's full salary.

3.11.2 In lieu of accepting remuneration as detailed above, the unit member may endorse to the District temporary indemnity checks, and the District shall issue the unit member his/her regular salary warrants minus deductions for retirement and other deductions authorized by the unit member.

3.11.3 Upon termination of the industrial accident/illness leave, the unit member shall be entitled to the benefits provided in Education Code Section 87786 (See Article V, Extended Sick Leave). For the purpose of this section, his/her absence shall be deemed to have commenced on the date of termination of the industrial accident/illness leave. If the unit member continues to receive temporary disability indemnity, he/she may elect to take as much of his/her accumulated sick leave which, when added to his/her temporary disability indemnity, will result in a payment to him/her of not more than his/her full salary.

Upon exhaustion of the unit member's sick leave, he/she will be entitled to continue receiving temporary disability payments from the worker's compensation insurer and utilize the provisions of the District's extended sick leave policy. Upon exhaustion of all District leave provisions, the unit member will be entitled to continue receiving temporary disability payments from the worker's compensation carrier in compliance with California laws governing worker's compensation.

3.12 Jury Duty

3.12.1 The Board shall grant leaves of absence to unit members called for jury duty.

3.12.2 Remuneration shall consist of the difference between the unit member's regular salary and any amount he/she receives for jury duty. The unit member shall be permitted to retain a mileage allowance as established by Board policy.

3.12.3 The Board shall not adopt a policy encouraging unit members to seek exemption or discriminate against any unit member with respect to assignment, employment promotion, or in any other manner because of the unit member's service on a jury.

3.13 Judicial and Official Appearance Leave

3.13.1 A unit member shall be granted leave to appear as a witness in court other than as a litigant or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the unit member.

3.14 Professional Leave

3.14.1 Attendance at Conventions and Meetings of Organizations

3.14.2 The Superintendent/President is authorized to approve attendance by unit members at meetings, workshops, conventions, and other similar type events providing such events are determined to be of such nature that they will make a contribution to the more effective performance of the assigned duties for which the individual is being paid by the District. When absence from assigned duties is required for attendance at an event, the approval for attendance will authorize attendance without loss of pay.

Expenses which the Superintendent/President may approve in relation to approved attendance at such an event include transportation, housing, meals and necessary miscellaneous expenses within reasonable limits to be established and published by the Office of Business Services.

3.14.3 The Superintendent/President may also authorize attendance at events (meetings, workshops, conventions) sponsored by organizations, which require that institutional dues be paid by the District in order for personnel to participate in the activities of the organization.

3.14.4 Attendance of Off-Campus Meetings of Employee Organizations

A unit member who has been named by an on-campus employee organization to a position within the on-campus organization may be authorized by the Superintendent/President to attend special assemblies convened by the state-wide organization with which the on-campus organization is affiliated and to which it is structurally responsible under the following conditions:

- (a) Attendance will be at no cost to the District, except for the payment of the regular salary of the unit member during his/her attendance at a meeting.
- (b) For instructional personnel, classes to be missed by the unit member will not be canceled and arrangements satisfactory to the Division Dean must be made to insure the continuity of the instructional program in the classes to be missed by the instructor because of attendance at a meeting.
- (c) The unit member has submitted to the Superintendent/President in advance of the date of the meeting the Trip Request Form of the District. Attached to the request must be an official announcement or call of the meeting and/or the agenda of the meeting.

3.14.5 Absence to Assume Position in Leadership

A unit member of the District who is elected to a leadership position in a state-wide educational organization which has a legitimate and direct interest in the effective functioning of the community college may be authorized by the Board of Trustees to be absent from assigned duties on-campus to perform the duties of the office to which he/she has been elected providing the unit member has submitted to the Board, through the

Superintendent/President, a written statement of request which at a minimum must indicate:

- (a) the term of office
- (b) the duties to be performed in the position
- (c) the estimated number of days absence from assigned on-campus duties
- (d) the benefit to accrue to the District by virtue of the unit member's service in the position
- (e) the arrangements to be made for the performance of on-campus assigned duties during the unit member's absence.

3.14.6 At the next regular meeting of the Board of Trustees following the date of receipt of the above statement by the Superintendent/President, the Board of Trustees will consider the request of the unit member. Until such time as the Board acts on the request, the Superintendent/President shall be empowered to have the authority to approve the absence of the unit member from the assigned duties for the purpose of permitting the unit member to assume the duties of the position to which the unit member has been elected. In those instances wherein the Board approves a request submitted under this policy, the Board will indicate the specific conditions under which the unit member is to be authorized to be absent. Furthermore, such approval will not eliminate the requirement that the unit member submit to the Superintendent/President in advance of any absence the Trip Request form of the District which not only provides insurance coverage by the District during the absence of a unit member but which insures that the administration is made aware of the manner in which the on-campus assigned duties of the unit member are to be covered during the unit member's absence.

3.14.7 During the period of absence attributed to the responsibilities of the elected office, the unit member shall continue to receive the unit member's regular salary from the District.

3.15 Military Leave

3.15.1 The Board shall grant a military leave of absence to any contract or regular unit member ordered to active duty.

3.15.2 A unit member on leave for thirty (30) days or less shall receive rights and benefits, including salary, as though he/she had remained in the employment of the District.

3.15.3 A unit member on extended military leave (more than thirty (30) days) who has been in continuous service of the District for not less than one (1) year immediately prior to active duty, shall be entitled to receive his/her salary for the first thirty (30) calendar days of active duty.

3.15.4 Military service shall not affect the classification of the unit member. Such service shall not be applied as service required as a condition of regular status, nor shall it be construed as a break in continuity of service for any purpose.

3.15.5 Within six (6) months following honorable discharge, the unit member shall be entitled to return to the position held by him/her at the time of entrance into service at a salary to which the unit member would have been entitled had he/she remained with the District.

3.16 Sabbatical Leave

3.16.1 Purpose

Sabbatical leave provides unit members with opportunities for professional growth and development, which in turn enhance their service to the District.

3.16.2 Eligibility

An applicant for sabbatical leave must have rendered contract or regular service in the District for at least six (6) consecutive academic years immediately preceding the



sabbatical leave, and not more than one (1) such leave shall be granted in any six (6) year period.

3.16.3 Leave Period

Sabbatical leave may be granted for a period of time not to exceed one (1) year. A semester sabbatical shall fall within the semester dates as indicated on the District calendar.

3.16.4 Number of Leaves

The maximum number of leaves to be granted each year shall be determined by the Staff Development Committee within the limits of available funds for that academic year.

3.16.5 Calculation of Cost of Sabbatical Leave

The cost of a sabbatical leave shall be calculated according to the following formulas:

One Semester Sabbatical Leave:

$$\text{Cost} = \text{Salary of replacement} + \text{benefits of replacement}$$

One Year Sabbatical Leave:

$$\text{Cost} = \text{Salary of replacement} + \text{benefits of replacement} - 40\% \text{ of sabbatical instructor's salary}$$

$$\text{SALARY} = \frac{\text{no. of hours to be replaced}}{\text{adjunct/overload rate (Step 1/M.A.)}} \times \text{_____}$$

OR

*Placement on faculty salary schedule for full-time temporary replacement.*

$$\text{BENEFITS} = \text{Adjunct instructor's salary} \times \text{benefits' percentage}^*$$

OR

$$(\text{Salary} \times \text{benefits' percentage}^*) + \text{current District insurance for full-time temporary replacement}$$

\*Benefits' percentage equals the current percentages paid by the District for unemployment insurance, worker's compensation, Medicare and STRS or social security contribution.

3.16.6 Compensation

Unit members on a one (1) semester or less sabbatical leave shall receive one hundred percent (100%) of the salary and fringe benefits which the unit member would have received had the unit member remained in active service. Unit members on a one (1) year sabbatical leave shall receive sixty percent (60%) of full salary and one hundred percent (100%) of applicable fringe benefits. If the sabbatical candidate elects to apply to the State Teacher's Retirement System (STRS) for service credit for the remaining forty percent (40%), upon approval of STRS, the unit member and the District will pay their proportionate share of the STRS contribution. Unit members at less than 100% shall receive compensation and benefits in proportion to their non-sabbatical load.

3.16.7 Individual unit members are responsible for the amount of interest accrued as calculated by STRS when purchasing additional retirement credit units.

3.16.8 Approved Activities for Sabbatical Leave

All categories shall be considered to be of equal importance.

Category I: The activity in this category expands professional knowledge, competence, and instructional or administrative effectiveness of the applicant. The purpose is to provide the opportunity for growth and development regarding new information, insights, and ideas occurring in the applicant's discipline or area of expertise.

Category II: The activity in this category deals with retraining unit members in new areas of teaching support services or administrative competence. The purpose of retraining reflects the changing needs of the institution and shifting student enrollment patterns.

Category III: The activity in this category shall relate to the long-range needs of the District, or a particular Division or program. Eligible proposals may include, but are not limited to, curriculum development, program planning and implementation, academic and vocational programs, student evaluation, or other specific projects which have a direct productive impact on the instructional and service programs of the District.

A proposal should present activities which meet the goals of one (1) or more of the three (3) categories. These activities could include enrollment in specific credit courses, degree-granting programs, industrially based non-credit programs, government or industrial employment, independent research, study and travel, or other activities which can be justified as beneficial and contributory to professional growth of the applicant and the District.

3.16.9 Return From Sabbatical Leave

Within sixty (60) days upon return from leave, unless extended by the committee, each successful applicant shall file with the Sabbatical Leave Committee:

- (a) all evidence necessary to establish that the project was completed;
- (b) a written report to be examined by the committee as to adequacy, which is to be filed in the District library;
- (c) an oral presentation to the Board of Trustees, college staff, and community members.

3.16.10 Every unit member granted a sabbatical leave shall agree to return to the employ of the District for a period of service which is equal to twice the period of leave.

3.16.11 Sabbatical Leave Committee

The Staff Development Committee shall serve as the Sabbatical Leave Committee. When a member of the committee submits a proposal, that member shall vacate committee membership for the current year and an alternate unit member, selected by appropriate procedures, shall complete the term of office.

3.16.12 Applications

Applications for sabbatical leave shall be evaluated by the Sabbatical Leave Committee. Applicants will be given an opportunity to appear before the Committee.

3.16.13 Applicants whose applications are denied shall be informed in writing of the reasons for denial. Such applicants will be allowed one (1) week to revise the application and to resubmit for reconsideration.

3.16.14 The Sabbatical Leave Committee shall make a report to the Superintendent/President. The report will include a summary of all applications and identification of those to be recommended for funding in order of priority. The prioritized list as submitted by the committee to the Superintendent/President is to be considered as final and is not subject to revision.



- 3.16.15 The criteria for evaluation depends on the category selected and may include:
- (a) Specificity of goals
  - (b) Benefit to the District, division, or department
  - (c) Impact on instruction or service to students
  - (d) Appropriateness of the length of sabbatical leave required
  - (e) Urgency
  - (f) Justification for retraining
  - (g) Proposed project's ability to meet stated goals
  - (h) Contribution to professional growth
- 3.16.16 The committee shall not use the amount of potential service time remaining after the required bonded period as a criterion for granting a proposal.
- 3.16.17 Application Information for Sabbatical Leave: An application shall contain the following features:
- (a) A one (1) page abstract summarizing the proposal;
  - (b) A comprehensive description of the purposes, goals and importance of the proposed leave according to one (1) or a combination of the three (3) categories;
  - (c) A detailed description of the schedule of activities to be undertaken;
  - (d) A statement, which addresses how the leave will improve the unit member's professional competence and performance as well as the contribution to the educational and community programs at Antelope Valley College and a description of how the applicant professionally qualifies for the proposed program;
  - (e) A statement of the effect on the program caused by the absence of the unit member, i.e., can the departmental continuity be assured if the sabbatical is granted?
  - (f) A description of the factors, which make it desirable that the leave be taken in the coming year rather than another time;
  - (g) A justification of the length of leave in relation to the scope of the proposal;
  - (h) An explanation of why the proposal should not be a part of the unit member's on-going responsibility therefore, not requiring a leave;
  - (i) An explanation of the necessary materials and facilities needed to complete the proposal and the access the applicant has to them;
  - (j) An explanation if the applicant will earn an income in addition to receiving sabbatical leave pay;
  - (k) An explanation if the proposal includes travel of how the travel component is clearly necessary to the sabbatical leave project.
- 3.16.18 Sick Leave during Sabbatical Leave: In the event of an illness which would interrupt and cause failure to complete the project, the unit member shall submit a request to the Superintendent/President to change from sabbatical leave status to sick leave status. This request shall be accompanied by a letter of explanation from the physician and submitted to the Superintendent/President within ten (10) working days if in the United States or within three (3) weeks if outside the United States of the date noted on the physician's letter.
- 3.16.19 Grievability: No grievance may be filed in regard to any decision of the Committee other than for alleged procedural violation.

### 3.17 Overload Banked Leave

Any contract or regular unit member is eligible to participate in this program.

#### 3.17.1 Banking Procedures

- a. Any eligible unit member may bank all or part of the LHE, up to three (3) LHE's, from an overload, summer school, or intersession assignment in lieu of receiving compensation.
- b. Two weeks prior to the beginning of a semester, intersession or summer school, the unit member must provide appropriate written notice of the amount of LHE to be banked to the Vice President of Business Services. Banked leave LHE will be kept track of by the Office of Business Services.

#### 3.17.2 Use of Banked Leave

- a. Banked leave may be used when approved by the Vice President of Academic Affairs or Vice President of Student Services as set forth in section 3.17.3 of this article.
- b. Banked leave may be used to compensate a replacement or replacements for the unit member for a semester or for reducing the unit member's workload by up to 40% for not more than two semesters.
- c. A unit member may use banked leave to supplement one-year sabbatical leave compensation. (12 LHE equals 40% of the annual workload.) Total compensation may not exceed the regular salary of the unit member.
- d. Benefits for unit members and dependents during a period of banked leave will be provided by the District as if the unit member were in a regular assignment.

#### 3.17.3 Approval Process

- a. A unit member who wishes to take a banked leave must submit a written request to the Vice President of Academic Affairs or the Vice President of Student Services or designee by March 1 (fall semester) or October 1 (spring semester) prior to the period of desired leave and must include the period of leave requested. The request must also include an indication of whether the leave is for a full semester, a reduced workload, or to supplement sabbatical leave income.
- b. Banked leave will be granted only when the purpose is in accord with the provisions of this article and the granting of leave will not be detrimental to the instructional program. Approval will also be based upon the ability of the college to obtain a suitable replacement for the unit member.
- c. Not more than one unit member in a given discipline will be approved for banked leave during a semester.
- d. The order of consideration of banked leave requests will be on a 'first-come, first-served' basis.

3.17.4 The Vice President of Academic Affairs or the Vice President of Student Services may withdraw approval for a banked leave no less than 60 calendar days prior to the beginning of the leave if the planned replacement is not available.

3.17.5 Unit members who are granted banked leave must return to a full-time teaching assignment for at least one (1) full year following the period of banked leave.

#### 3.17.6 Limitations

- a. The amount of banked leave accumulated may not exceed one-half the annual workload of the faculty member.

- b. A unit member may use banked leave once in a six-year period for a full semester leave and twice in a six year period for reduced work load leave, as set forth in Section 3.17.2(b) of this article.

3.17.7 Withdrawal of Banked Leave

- a. Banked leave which remains after a leave is completed and the replacement has been compensated may be withdrawn upon submission of an appropriate written request by the unit member.
- b. Banked leave may be withdrawn by a unit member upon submission of a written request, which complies with the following:
  - 1. withdrawal may not occur in a semester during which leave is being banked;
  - 2. all leave banked by the unit member must be withdrawn;
  - 3. any unit member who makes two withdrawals of banked leave in any two-year period will not be eligible to participate in the banked leave program for two years after the second withdrawal.
- c. Any banked leave accumulated by a unit member will be paid as part of final compensation when a unit member's employment with the District is terminated.
- d. Banked leave that is withdrawn as monetary compensation rather than as LHE to cover a replacement will be paid on the basis of the unit member's step/column placement for adjunct/overload pay for LHE.
- e. Leave will be banked and withdrawn on the basis of LHE starting spring semester, 2005. Any leave that faculty have accumulated at the start of spring 2005 will be converted to LHE based on the LHE actually worked. (Written notice of participation in the Banked Leave Program included the LHE being worked as well as the monetary compensation that was being banked.)

4.0 Non-Compensated Leaves

4.1 General Provisions

- 4.1.1 A personal leave may be granted to unit members without compensation, for any purpose recommended by the Superintendent/President and approved by the Board.
- 4.1.2 Initially a personal leave may not be granted for more than one (1) year. Under exigent circumstances the Superintendent/President may recommend an annual extension of such leave if requested.

4.2 Legislative

- 4.2.1 The Board shall grant a leave of absence, without remuneration, to any regular unit member who is elected to the Legislature. The absence shall not affect the classification of the unit member.
- 4.2.2 Within six (6) months following expiration of term of office, the unit member shall be entitled to return to the position held at the time of election, at a salary to which he/she would have been entitled had the unit member remained with the District.

**ARTICLE VI**  
**RETIREMENT INCENTIVE PROGRAMS**

1.0 Retirement Incentive Programs

1.1 General provisions

- 1.1.1 Retirement incentive programs are available to regular (tenured) unit members who retire prior to age 65. A unit member may choose only one plan. Recipients of either of the incentive programs shall receive all health, accident, dental, vision and life insurance coverage for the unit member and dependents that, insofar as possible, are the same plans and contain the same benefits as the health and accident insurance coverage that remain in force for regular and active academic unit members of the District during the period covered by this benefit.
- 1.1.2 For unit members retiring before the year in which they reach their 65th birthday, the unit member must have been continuously employed in a faculty position for ten (10) years and by the District for a period of eight (8) years immediately prior to retirement, of which the immediately preceding five (5) years were contract or regular employment. A unit member serving under Faculty Reduced Workload Program (see section 2.0) shall be considered as fulfilling their contract/regular obligation for the purposes of this section.
- 1.1.3 During the entire period of the retirement incentive benefit, the retired unit member must be actively drawing service retirement benefits from either the State Teacher's Retirement System (STRS) or the Public Employee's Retirement System (PERS).
- 1.1.4 To be eligible for health and accident insurance coverage under a retirement incentive plan, a unit member must have been eligible for health insurance while an active unit member and immediately prior to receiving this benefit.
- 1.1.5 The applicant must be at least 55 years of age prior to the beginning of the following work year (July 1 for 12-month pay faculty, the first day of fall semester for 10-month pay employees).
- 1.1.6 The effective date of the benefit shall be July 1, following the receipt of a qualified application.
- 1.1.7 Applications to participate in a retirement incentive program must be directed to the Superintendent/President by February 1 of the academic year preceding the effective date of early retirement.

1.2 Retired Faculty Benefits Plan

- 1.2.1 Recipients of this plan receive health, accident, dental, vision, and life insurance coverage for the unit member and eligible dependents until age 65. Those employed less than full-time shall receive the same proportion of benefits as when active unit members.
- 1.2.2 This benefit is to terminate on the 65th birthday of the retired unit member.

1.3 Retired Faculty Limited Services Contract

- 1.3.1 Recipients of this plan will be hired by the District to do a limited amount of work for a stipend amount. The following specific regulations will apply to retirees under this plan:
- 1.3.2 Unit members must retire from the District and will be designated as having limited services contracts with the District. The District will not make contributions to OASDI.
- 1.3.3 The unit member, upon retirement, shall be granted annual renewable contracts for part-time service based upon the project(s) meeting a specific need of the District. Contracts are renewable for a period of five (5) years. After that period, renewal of the contract is at the discretion of the District. The proposed project(s) must be mutually agreed upon by the Superintendent/ President and the retiree. If there is a disagreement between the Superintendent/President and the retiree, alternate proposals shall be considered by the Board whose decision shall be final. Projects will be subject to annual review.

- 1.3.4 The contract will specify the calendar of services rendered. Total days of service by the retiree shall not exceed number of days derived from the formula:

$$\frac{\text{Class \& Step of current salary schedule placement}}{\text{Current Maximum}} = \frac{180}{x}$$

- 1.3.5 Compensation shall be the current maximum or less if desired by the retiree, for services rendered on a pro-rata basis.
- 1.3.6 The District will pay all premiums for insurance coverage at the same rate that is provided full-time unit members. Faculty employed less than full-time while active unit members shall receive prorated benefits.
- 1.3.7 The retiree may cancel such contract at the end of any semester with thirty (30) days written notice to the Superintendent/President's office.
- 1.3.8 If the unit member voluntarily cancels the contract, all provisions of this section cease, including the District's payment of premiums for insurance coverage. If the unit member, because of medical disability, is unable to continue the contract, the District will pay premiums for insurance coverage through the period remaining in the five year contract.
- 1.3.9 Under terms of the Retired Faculty Limited Services contract, unit members will perform such services to the District as may be mutually agreed upon by the Superintendent and the retiree as outlined in Subsection (e). These may include, but are not limited to:
- (a) Conduct and teach special short-term classes.
  - (b) Teach one class each semester for a school year.
  - (c) Teach two classes either fall or spring semester.
  - (d) Other professional duties as assigned.
- 1.3.10 A certificate from a licensed physician provided by the retiree showing that the retiree has submitted to and passed a physical examination within the immediate twelve (12) months shall be required. The maximum amount earnable under this Section shall be adjusted by the Board on July 1, 1986, and on each July 1, thereafter, by 50 percent (50%) of the annual amount of increase in all Urban California Consumer Price Index using December 1984 as the base (Education Code 83919).

2.0 Faculty Reduced Workload Program

- 2.1 This plan is an incentive program for regular (tenured) unit members between the ages of 55 and 65 who wish to teach less than a full-time load, but a minimum of half-time load. Reduced service employment shall be defined as:
- (a) an assignment that is equivalent to half-time service or more which (as an example) may be assigned as 9 lecture-hour equivalents in the fall semester and 6 lecture-hour equivalents in the spring semester. In all cases, the total service shall be at least fifty percent (50%) time with service covering all academic year calendar days, or
  - (b) other equivalent schedule that is approved by the Superintendent.
  - (c) Faculty employed less than full-time when active may participate on a prorated basis, e.g., if employed 67%, 33% is the minimum.
- 2.2 The following general provisions shall apply to the unit member under this plan:
- (a) The minimum age shall be 55, reached during or before the school year prior to the request for a Reduced Workload Assignment.
  - (b) The unit member must have been continuously employed by the District for a period of eight (8) years of which the immediately preceding five (5) years were contract/regular employment.

- (c) Participation in the Faculty Reduced Workload Program shall be with the District's consent, but participation may be revoked only by mutual consent. The Board may not grant a reduced workload under this option to a unit member when the granting of this option would adversely impact the instructional program due to the unit member being the only specialist in a subject discipline.
- (d) The unit member may participate in the Faculty Reduced Workload Program a maximum of five (5) years, during or after which the unit member must either retire or return to regular pre-workload reduction employment.
- (e) The same evaluation procedure in effect for regular unit members will be applicable.
- (f) The compensation of the unit member shall be the pro-rata share (one-half or more) of the salary the unit member earns as a regular unit member.
- (g) The STRS contributions shall be that prescribed by law and shall be paid by the District and the unit member.
- (h) The District shall pay the same fringe benefits as provided during pre-workload reduction employment to full-time unit members unless the unit member chooses the option of Medicare A and B supplement (e.g., Blue Cross Comparison Care) that may be substituted for regular health coverage.
- (i) Application for the Faculty Reduced Workload Program shall be directed to the Superintendent/President's Office by February 1 for the following school year.
- (j) The applicant shall provide all other services, i.e., office hours and other obligations, on a pro-rata basis.

**ARTICLE VII**  
**RIGHTS AND DUTIES**

1.0 Personnel Records

- 1.1 One (1) personnel file for each unit member shall be maintained in the Office of Human Resources/Employee Relations. The personnel file shall contain only materials necessary for the District's fulfillment of its personnel management responsibilities and related to the faculty member's assigned duties or professional responsibilities.
- 1.2 Any item to be placed in the file must be clearly identified as to its source, author, date of preparation, and date of receipt by the District. The unit member must be notified of all materials to be placed in his/her file prior to the time of insertion in the file. No anonymous materials shall be placed in the personnel file.
- 1.3 Before any derogatory material may be placed in a unit member's file, he/she shall be given notice and an opportunity during normal business hours to review the material. Notice to the unit member will be within thirty (30) days of the District's receipt of the derogatory material. If the unit member has not filed a response within thirty (30) working days of notification, the District shall file the derogatory material. Any response filed after the thirty (30) workday period shall be dated and attached to the derogatory material. Material placed in a unit member's personnel file which is subsequently proven to be untrue by the unit member to the Board of Trustees or designee shall be destroyed.
- 1.4 Any written and signed complaints about a unit member which are withdrawn or shown to be false shall not be placed in the unit member's personnel file nor utilized in any evaluation or disciplinary action against the unit member.
- 1.5 All personnel files will be considered confidential and will not be available to persons other than the unit member or his/her designee. Members of the District administrative unit shall be limited in their access to personnel files. Such individuals should review files only on a need-to-know basis which is directly associated with the responsibilities of their job functions.
- 1.6 Discrimination complaint files maintained in compliance with Title V, Title VII, and other federal and state regulations shall be kept in a separate affirmative action/discrimination file as prescribed by statutory regulations.
- 1.7 Members of the Board of Trustees may request a review of a unit member's personnel file at a scheduled meeting of the Board when such review is deemed necessary.
- 1.8 Every unit member shall have the right to inspect all materials placed in her/his official personnel file except as follows and in accordance with Education Code:
  - (a) Materials, such as ratings, reports, or records that were obtained prior to the employment of the unit member involved;
  - (b) Materials prepared by identifiable examination committee members;
  - (c) Materials, which were obtained in connection with a promotional examination.
- 1.9 Every unit member shall have the right to inspect material in his/her official personnel file with the exceptions noted in Section 1.8, provided that the inspection is made at a time when such person is not actually required to render instructional or support service to the District. Unit members who wish to inspect their individual personnel file should contact the Office of Human Resources and Employee Relations to arrange an appointment.
- 1.10 A unit member or designated representative may obtain copies of materials made available for inspection in his/her personnel file. Representatives wishing to obtain copies of materials in a unit member's file must have written authorization signed by the unit member.
- 1.11 Any representative designated by the unit member shall have the right to review the unit member's personnel file and other records dealing with the unit member when accompanied by the unit member or on presentation of a written authorization signed by the unit member.



2.0 Complaints Against Unit Members/Due Process

- 2.1 Unit members may have Federation representation at all meetings related to complaints or discipline procedures.
- 2.2 The complainant may be accompanied by a person of his or her choice at any meeting related to the complaint.
- 2.3 When a complaint about a unit member is received, the supervisor receiving the complaint shall use the following procedure:
  - (a) If the complaint involves a student grade or is covered under procedures included in the District's Affirmative Action Plan, the complaint shall be handled according to the appropriate District policy.
  - (b) In all other cases, the supervisor may attempt to resolve the complaint using informal methods that may include holding an informal meeting with both the unit member and the complainant present. If an informal resolution cannot be reached or if the supervisor does not attempt to resolve the complaint informally, then the supervisor will request that the complaint be put in writing, including the nature of the complaint and a summary of the substantiating evidence. A copy of the complaint shall be given to the unit member. If the complainant does not put the complaint in writing, the complaint will be withdrawn.
  - (c) If a written complaint is submitted, a meeting between the unit member, complainant and supervisor will be held to discuss the complaint and attempt to resolve the problem with the Director of Human Resources and Employee Relations or his/her designee present.
  - (d) If the complainant is not willing to meet with the unit member, the complaint will be dropped.
  - (e) If the problem is resolved to the satisfaction of all parties after the unit member, complainant and supervisor have met and conferred, no further action will be take.
  - (f) If the problem is not resolved to the satisfaction of all parties after the unit member, complainant and supervisor have met and conferred, a copy of the complaint may be placed in the personnel file of the unit member in compliance with the provisions of Article VI.1.3.
  - (g) If there is sufficient substantiating evidence and the immediate supervisor decides further action is necessary, the complainant and unit member will be notified that progressive discipline procedures will be instituted.

2.2 Appeal Procedure:

- (a) Within three (3) working days following receipt of the immediate supervisor's decision, either party, if dissatisfied with the decision, may appeal to the Vice President having jurisdiction. The Vice President may conduct whatever investigation and consultation deemed necessary for an acceptable resolution to the complaint. A written decision shall be submitted by the District Vice President within five (5) working days following receipt of the appeal.
- (b) Within three (3) working days following receipt of the Vice President's decision, either party, if dissatisfied with the proposed solution to the complaint, may appeal to the Superintendent/President. The Superintendent/President shall review proceedings conducted at lower levels in the complaint procedure, and conduct whatever investigation deemed necessary for an acceptable resolution to the complaint. The District Superintendent/President shall render a decision within five (5) working days following receipt of appeal.
- (c) Within three (3) working days following receipt of the Superintendent/ President's decision, either party, if dissatisfied with the proposed solution to the complaint, may appeal to the Board. If desired, either party shall be allowed a reasonable allocation of time to permit a presentation of the complaint at the next Board meeting (Regular or Special). The decision of the Board shall be the final step within the District's appeal process. Such decision shall be rendered within five (5) working days following the Board meeting in which the complaint was considered.





### 2.3 Progressive Discipline Procedures

- (a) The supervisor will meet with the unit member for discussion of the problem, review of the substantiating evidence, and to inform the unit member that continuance of the unacceptable behavior will result in further action.
- (b) In the event of a second or continuing documented occurrence of the behavior, the supervisor shall meet with the unit member to develop a plan for correction of the problem, to set a reasonable timeline for reevaluation of the unit member's performance, and to inform the unit member of disciplinary actions that will be taken if the problem is not corrected.
- (c) If the behavior is not corrected by the time of reevaluation, or if a third documented incident occurs after the time of reevaluation, the disciplinary action will be taken. Disciplinary actions of suspension or dismissal must be in accordance with Education Code §87732 and §87674.
- (d) No disciplinary action may take place except for just and sufficient cause.
- (e) Progressive discipline procedures do not prohibit actions of suspension or dismissal in accordance with Education Code sections 87732 and 87674.
- (f) Progressive discipline procedures will not be initiated during the processing of an appeal.

### 3.0 District Directory

- 3.1 The District is responsible for compiling and maintaining an employee directory in current status.
- 3.2 Unit members who do not wish to have their names and addresses included in the District directory must notify the Office of Human Resources/Employee Relations in writing prior to September 15 of each school year.
- 3.3 Directories containing names and addresses of District unit members are intended for District use only. Directories shall not be made available to persons or organizations for commercial purposes or solicitation. Each year the District shall give one (1) copy of the directory to the Federation for use in communicating with bargaining unit members.

### 4.0 Political Activity

- 4.1 The Board shall not adopt or enforce any policy which limits, during their off duty hours, the participation of unit members in political activities not prohibited by law, unless such activities interfere or hinder performance of assigned professional responsibilities.
- 4.2 During the course of official employment, no unit member shall engage in political activity during the time the unit member is performing contractual duties.

### 5.0 Candidates for Public Office

Unit members shall not be prohibited from becoming candidates for public office. However, when it is deemed advisable by the Board as serving the best interest of the District and student welfare, said unit members may be required to take a leave of absence, without remuneration, thirty (30) days prior to the election.

### 6.0 Circulation of Petitions

Petitions may be circulated on school premises by unit members only during off-duty hours. Circulation of petitions is restricted to areas normally not frequented by students, providing no interruption of assigned duties ensues.

7.0 Academic Freedom

Freedom of expression is a legal right protected by the Constitution of the United States. This right is especially important in the academy. Academic freedom in the pursuit and dissemination of knowledge in an educational environment shall be ensured and maintained. Such freedom shall be recognized as a right of all members of the faculty, whether of tenure or non-tenure rank.

To ensure this freedom, faculty shall not be subjected to censorship or discipline solely on the grounds that he or she has expressed opinions or views, or provided access to opinions or views, which are controversial or unpopular. Antelope Valley College faculty have a special responsibility to insist that their institution does not yield to ephemeral passion or heavy community pressures to take hasty actions that may infringe on freedom of expression.

Faculty have responsibility to present the subject matter of their courses as announced to students and as approved by the faculty in their collective responsibility for the curriculum. However, since instructors are responsible for implementing the learning process, they therefore have the freedom to select materials, methods of application, and procedures in carrying out their job duties. A faculty member is also free to present and discuss subject matter in a practical and relevant format. In areas of controversy, one has the right to express an opinion related to subject matter, and an expression of differing points of view should be allowed and encouraged. Within and beyond the academic community, a faculty member is free to speak or write, as a citizen, without fear of institutional censorship or discipline.

A faculty member is entitled to freedom in research and in publication and shall have exclusive right to all materials, which are the product of that person's mind and talent, unless there is a mutually acceptable contract to the contrary.

If academic freedom of a faculty member is either impeded or brought into question, the code of ethics shall be consulted and the grievance policy shall be followed.

8.0 Regular Assigned Duties

8.1 All unit members shall report for regularly assigned duties unless formally excused.

8.2 Graduation: The Antelope Valley College Federation of Teachers encourages all faculty to attend graduation ceremonies. Full-time faculty shall attend graduation at least every other year. The District shall provide and pay for cap and gown rental of all faculty who attend.

8.2.1 The District will pay for cap and gown of those faculty who attend. Those who sign up and do not attend may be charged for the rental fee. Faculty who sign up and are absent but in paid status through use of sick leave, for example, will not be charged.

9.0 Attack by Students

Whenever any unit member of the District is attacked, assaulted, or menaced by any student, the unit member and the immediate supervisor shall promptly report the incident to appropriate law enforcement authorities having jurisdiction. Failure to execute the provisions of this section is a misdemeanor punishable by a fine not to exceed \$200.

10.0 Meetings

Since open communication between administrators and unit members promotes positive interpersonal relations, unit members may be required to attend and participate in faculty meetings called by administrators. The frequency of faculty meetings shall be left to administrative discretion. Unit members shall be afforded an opportunity to submit agenda items for meetings requiring their attendance.

11.0 Tutoring

Unit members are not to accept remuneration, directly or indirectly, for tutoring students in their respective classes. Tutoring for which the unit member receives payment will not be permitted on the District campus, nor will any facilities or equipment be used for this purpose.



12.0 Release from Contract

All bargaining unit members requesting release from their contract in writing will be released upon the District finding a suitable replacement.

13.0 Office/Work Space

Each division dean/supervisor shall strive to make office/work space available to adjunct faculty by encouraging full-time faculty to share office space with adjunct faculty. In addition, the District shall strive to make workspace available to adjunct which provides access to a computer with internet/e-mail access and a printer as well as a telephone.

14.0 Deductions from Salary

Upon appropriate written authorization from the faculty member, the District shall deduct from the salary of any faculty member and make appropriate remittance for annuities, credit union, charitable donations or any other plans or programs approved by the District. Adjunct faculty working 7.5 LHE or more shall have the right to participate in the District 403(b) plans.

15.0 Grades

Deadlines for grade submissions are generally not found in contracts.

**ARTICLE VIII**  
**TENURE AND EVALUATION**

1.0 Philosophy

All faculty must be evaluated by procedures approved by the AVCCD board of trustees and according to E.C. 87600-87664 inclusive. Faculty encompasses all employees of Antelope Valley Community College District who are paid on the faculty or adjunct/overload salary schedules (except substitutes).

Evaluation provides faculty members the opportunity to review the effectiveness of their performance in order to maintain the institution's standards and the high quality of instruction and support services. Evaluation is a continuous process and is valuable for a faculty member's professional development. It helps the individual identify strengths as well as weaknesses and encourages faculty to continue professional growth.

Evaluation is a crucial component in the granting of tenure and in the decision to rehire adjunct faculty and is a continuing process of development for tenured faculty. During peer evaluation, peer-team members have the opportunity to observe alternate approaches and methods of achieving objectives.

Faculty members are professionally competent to determine course or service objectives, instructional methods, and course materials consistent with the philosophy and mission of the college. Evaluation will focus primarily on the effectiveness with which instructors achieve the stated objectives of their courses or support services and facilitate student learning. Evaluation also will focus on respect for colleagues and the teaching profession and continued professional growth.

2.0 Procedures for All Faculty Evaluations

Each classroom instructor shall prepare a syllabus consistent with the course outline to distribute to each student and the dean not later than the second week of instruction. A current course outline for each course is available from the office of the Vice President Academic Affairs. (See Academic Policies and Procedures Committee course outline form.)

Three categories of faculty are to be evaluated: probationary, adjunct and tenured. Although the timelines and procedures for each category differ, all evaluations will be done following the guidelines for student evaluations (see .21), classified input (see .22), peer input (see .23), and self evaluations (see .25), and all faculty will be evaluated using all criteria for evaluating faculty (see .24). The due process provision (see .26) also applies to all faculty under evaluation. Confidentiality is to be maintained by all individuals involved in the evaluation process. All information gathered or reports generated as part of the evaluation process shall be confidential and all members of the campus community are expected to respect and maintain the confidentiality of the evaluation process.

Timelines: timelines for tenure and evaluation procedures will be set each spring for the following in function of the academic calendar. The tenure review coordinator will submit the timelines to the administration and union for their agreement.

Directors, Deans, and Vice Presidents that represent academic departments and student services departments shall evaluate faculty as set forth in Article VIII (Tenure and Evaluation). For example: The Directors of Counseling, Disabled Student Services, TRIO, and Corporate and Community Education. Classified employees in the positions of Confidential, Management or Supervisory Directors may not act as Deans for the purpose of evaluating pursuant to Article VIII.

2.1 Student Evaluation Procedures

During semesters in which a formal evaluation is not conducted, student evaluations should be administered in every class as an aid to determining the faculty member's effectiveness in achieving course goals, facilitating learning, interacting with students, and, for non-classroom faculty, determining effectiveness in performance of primary job duties.

Each classroom instructor shall prepare an evaluation instrument suitable for students in the course which shall focus on the students' evaluation of the course content and presentation of materials as stated in the criteria for evaluating faculty (see .24). Each faculty member whose primary duties are support services shall prepare an instrument which will enable students to evaluate the faculty member's effectiveness in providing the appropriate service. Each evaluation instrument will provide opportunity for written comments by students and include at least one question on the instructor's sensitivity to diversity. Faculty may choose their own methods of obtaining student evaluations as long as they are consistent with all evaluation policies and procedures but should observe the following guidelines:

- a. Teaching faculty conduct evaluations after the midway point of the course. Non-classroom faculty may conduct evaluations throughout the year.
- b. Faculty will strive to insure student anonymity and the student evaluation procedure should not result in any manner of student intimidation.
- c. A faculty member will explain the purpose and value of student evaluations. Evaluations will be collected by someone other than the faculty member being evaluated and will be placed in an envelope, which will be sealed and returned to the faculty member.
- d. Student evaluations will remain sealed until course grades are turned in. Non-classroom faculty evaluations will be sealed until the end of the semester. The evaluations will then be used by the faculty member to evaluate effectiveness in meeting course goals and for improvement of instruction or job performance.

The following exceptions to the student evaluation procedure will be followed during semesters in which formal evaluation is taking place:

- a. Student evaluations must be done in every class. The evaluator/s, in consultation with the non-classroom evaluatee, will determine the format, the number, and the time frame for gathering student evaluations.
- b. Evaluatee shall prepare or select the evaluation instrument in consultation with the evaluators.
- c. When student evaluations are being done as part of the tenure process, a member of the tenure review committee or a person agreed to by the tenure review committee and the evaluatee will give standardized directions to the students and administer the evaluation forms. For non-classroom faculty, the committee, in consultation with the evaluatee, will determine how the student evaluations will be administered.
- d. Evaluations will be opened in time to allow meeting timelines of the evaluation procedure. The evaluatee will summarize the evaluations and submit the evaluations to the evaluator/s. The evaluatee will address the evaluations in the self-evaluation. Student evaluations will be returned to the faculty member after review by the appropriate vice president.

2.2 Classified Input

Faculty who work closely with classified employees either in directing their work or in supervising them shall provide them with the opportunity to have input into the evaluation during semesters in which the faculty member is being evaluated. Since these faculty directly affect the classified employees' ability to do their job, input from the employees is appropriate to improve working relationships between the faculty and classified employees, to promote the smooth running of programs and hence improve service to our students. Examples of classified employees who shall have input into faculty evaluations are lab technicians, instructional assistants, library clerks and classified staff in EOP&S and in the Learning, Transfer and Career Centers.

The evaluatee and evaluator/s shall prepare or select an evaluation instrument that focuses on the evaluatee's job performance in relation to the classified employee. The instrument should facilitate obtaining objective information related to the criteria for evaluating faculty and will provide an opportunity for written comments. The classified input procedure shall not result in any manner of staff intimidation. The evaluator or a member of the evaluation committee will distribute and collect the evaluation material and provide them to the evaluatee. The evaluatee will summarize the classified evaluations and submit the summary and the evaluations to the evaluator or evaluation team. The evaluatee must address the classified input in the self-evaluation. Classified evaluations will be returned to the evaluatee after review by the vice president.

2.3 Peer Input

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 probationary faculty evaluations and may be required during evaluations of tenured and adjunct faculty.

Peer input during the tenure process may be obtained through a written form or through discussion with faculty in the candidate's division/s. The method used is to be determined by the evaluators in consultation with the evaluatee and must be communicated to the evaluatee at the beginning of each evaluation year. There are three options (1) a questionnaire distributed to faculty members in the division/s with a section for written comments. The evaluatee will summarize the peer input and submit the summary and written input to the evaluation team. (2) A discussion among the evaluation team and the members of the division based on a set of questions developed by the evaluatee and evaluators. The chair will summarize the discussion and provide the summary to the division for review before submitting it to the evaluatee. (3) Options number one and number two may be combined. The candidate may present other evidence related to Section .24, criteria #3.

When peer input is included with the evaluation, the evaluatee will address the input in the self-evaluation. Peer evaluations will be returned to the evaluatee after review by the appropriate vice president.

## 2.4 Criteria for Evaluating Faculty

The following general criteria are intended to delineate areas of performance during the evaluation process of probationary, tenured, and adjunct faculty:

Excellent performance in classroom teaching, counseling, librarianship or other specialized job duties, including but not limited to

- a. Currency and depth of knowledge in teaching field or job duties,
- b. Use of teaching methods and materials challenging to the students and appropriate to the subject matter or service area,
- c. Careful attention to effective organization and communication skills,
- d. Consistent responsibility in fulfilling college requirements and adherence to district policies and procedures (such as Title V, fulfillment of flex contract, turning in reports such as census sheets and grades on time) or other specific requirements of the position.

Effective interaction with students by demonstrating

- a. Patience, fairness, and promptness in the evaluation and discussion of student work,
- b. Sensitivity and responsiveness to the needs of individual students and their special circumstances,
- c. Sensitivity to diversity,
- d. Availability to students during scheduled office hours.

Respect for colleagues and the teaching profession by

- a. Acknowledging and defending free inquiry in the exchange of criticism and ideas,
- b. Striving to be objective in their professional judgment of colleagues,
- c. Demonstrating tolerance for diverse perspectives,
- d. Working in a spirit of cooperation to develop and maintain a collegial atmosphere among faculty and staff.

Continued professional growth demonstrated by

- a. Participation in professional activities such as coursework, attendance at workshops, seminars, professional meetings, and development of new curricula,
- b. Participation in collegial governance and campus life,
- c. Progress in areas of weakness as identified in previous evaluations.
- d. Other appropriate activities.

Items 2-d and 4-b do not apply to adjunct faculty.

2.5

Self-Evaluation

All faculty being evaluated shall do a self-evaluation. Each faculty member submits a written narrative to the evaluator or evaluation team. The self-evaluation narrative must include, but is not limited to, the following elements:

- a. Assessment of professional performance since the last evaluation including all four criteria (see .24).
- b. A description of how performance can be improved.
- c. An analysis of assistance others can provide in improving performance.
- d. A description of any barriers that might be obstructing the achievement of objectives.
- e. A summary of and response to current student evaluations and classified and peer input when appropriate.

2.6

Due Process Procedure

This procedure is established to handle allegations of violations of the tenure and evaluation process. Due process complaints must be filed prior to the time that a recommendation is made by the evaluator or evaluation team. For probationary faculty due process complaints must be filed during the academic year in which the alleged violation occurs and must be filed at least 10 days before the draft of the year end report is due to the Tenure Review Coordinator. For tenured and adjunct faculty, due process complaints must be filed prior to the twelfth week of the semester in which the evaluation is being done. A due process complaint may be filed by any district employee involved in an evaluation. Due process complaints are allegations that the established policy, procedures and/or timelines are not being followed. Allegations of bias or discrimination shall be handled under the district's non-discrimination policy.

A due process pool shall be maintained consisting of nine members: three faculty appointed by the faculty bargaining agent, three faculty by the Academic Senate and three administrators by the administrative council. Each spring each constituency shall appoint one member to a three-year term. The members of the due process pool shall elect a chair to serve for the following year. The Tenure Review Coordinator and appropriate vice presidents shall be notified of chair's name.

A due process complaint shall be in writing and shall specify the alleged violation. Complaints involving the evaluation of probationary faculty shall first go to the Tenure Review Coordinator, who shall consult with the appropriate vice president. The vice president and the Tenure Review Coordinator shall attempt to resolve the problem. If it is not resolved, the Tenure Review Coordinator will refer the complaint to the due process chair. Complaints involving adjunct or tenured faculty shall be filed directly with the due process chair.

When a written complaint is filed, a three-member due process panel, consisting of one representative from each of the three units, shall be appointed by the due process chair to serve as a hearing board. The chair shall form an objective panel and may expand the pool when necessary by consulting with the constituent groups. The due process panel is not responsible for issues related to the findings of the evaluation or tenure or hiring recommendations.

The due process panel will investigate the allegation/s. The panel may call upon any person they feel may aid in resolving the complaint. All discussions, deliberations, and documents shall be held in strict confidence. Within ten (10) working days following the filing of the



complaint, the panel shall recommend a resolution in a written report to the due process chair. Copies of the report shall go to the evaluatee, the appropriate vice president, the Tenure Review Coordinator when appropriate, and the individual who filed the complaint. The vice president, after reviewing the report and assuring it is consistent with the policy, shall forward it to the Office of Human Resources where it will be placed with the evaluatee's personnel records. Any recommendations of the panel should comply with the procedures in this policy. Should the panel recommend that a new committee or a new evaluator appointed, the administrative representative on the committee shall be selected by the administrative council and new faculty representatives shall be selected according to the initial selection process. The new committee or evaluator shall be given all previously filed evaluation reports.

The appropriate vice-president shall oversee the implementation of the recommendations contained in the report.

The evaluation process, including all timelines, shall be suspended during the processing of the complaint. If necessary, revised timelines will be established by the Tenure Review Coordinator, the evaluator/s and the evaluatee following the conclusion of the process.

This process in no way precludes the rights of faculty under the non-discrimination policy, the grievance policy, board policy, or state and federal regulations.

3.0 Evaluation Options for Tenured Faculty

Tenured faculty will be evaluated every three years. The Vice President of Academic Affairs will initiate the process by notifying the deans, and the Vice President, Student Services when appropriate, of the faculty due for evaluation. Three evaluation options are available: peer-team, self, and administrative. The peer-team option will be used at least every other time evaluation is necessary. Evaluations may occur during either fall or spring semester and shall be completed during a single semester. Timelines may be changed by mutual agreement; such changes must be submitted in writing to the office of academic affairs.

3.1 Peer Team Evaluation

Each peer-team will consist of three members: The division dean or appropriate vice president and two tenured faculty chosen by the evaluatee. One faculty member will come from within the evaluatee's division, the second from outside of the evaluatee's division. Only one of the two faculty members may have served on the previous peer team. The chair will be the dean or vice president, and he/she will schedule and coordinate the team's evaluations to meet timelines. For tenured faculty who are working in more than one division on load when being evaluated, the faculty member from outside of the evaluatee's division must be from the other division in which the evaluatee is also working. If the evaluatee is working in more than two divisions when being evaluated, the evaluator/s in consultation with the evaluatee will determine an appropriate method for obtaining input from the division that does not have a representative on the peer team.

## SEMESTER TIMELINE

### **Weeks 1-12**

Faculty members are selected. The team meets and establishes the work schedule. The evaluatee and team meet prior to visitations to discuss the evaluation criteria and any other information relevant to the faculty member's performance. Classroom or worksite visitations take place for a minimum of 50 minutes each. When visitations occur, teaching demonstrations or appropriate job duties must be taking place. Individual or group discussions take place between the evaluators and the evaluatee as soon as possible but in no case later than two weeks after each visit. Team members write and submit visitation reports to the chair.

Student evaluations (see .21) and classified input if appropriate (see .22) are completed. The evaluatee summarizes student evaluations and classified input and writes and submits a self-evaluation [see .25].

### **Weeks 13-14**

The team meets and the chair drafts the evaluation report in consultation with the committee. The team meets with the evaluatee to discuss and sign the report. The evaluatee's signature indicates acknowledgment of the process but not necessarily agreement with the content. A copy of the signed document is given to the evaluatee. The evaluatee may append written comments to the report within one week. The evaluatee and team must sign the appended comments, acknowledging that they have read the appended comments.

### **Weeks 15-16**

The chair submits the signed document(s) and the student/classified evaluations to the appropriate vice president. The appropriate vice president may meet with the team and the evaluatee (unless the vice-president is the chair). The vice president, after reviewing the evaluation report, shall forward it to the Office of Human Resources. Completed reports will be maintained as part of the personnel records in the Office of Human Resources. For purposes of maintaining confidentiality, all other copies of the report shall be destroyed.

### 3.2 Tenured Self-Evaluation

Under this option, the evaluatee follows the general guidelines for a self-evaluation (see .25), but describes and analyzes each area extensively. Classified input is obtained when appropriate. The final report includes comments from the dean and from a tenured peer chosen by the faculty member, a response to student evaluations (see .21), and a response to classified input when appropriate (see .22). The peer, dean and evaluatee sign the report and the dean submits it, the student evaluations and the classified input to the appropriate vice-president. The evaluatee may meet with the appropriate vice-president and the dean. For faculty who are working in more than one division on load when being evaluated, there must be input from all of the divisions in which the evaluatee works. The evaluatee is given a copy of the signed report by the division dean. The vice president will forward the signed report to the Office of Human Resources. All other copies of the report shall be destroyed. Completed reports will be maintained as part of personnel records in the Office of Human Resources.

3.3 Administrative Evaluation

The faculty member selects a member of the cabinet or dean as an evaluator. The evaluatee and administrator meet prior to visitations to discuss the evaluation criteria and any other information relevant to the faculty member's performance. The administrator conducts classroom and/or worksite visitations for a minimum of 50 minutes each. Discussions take place as soon as possible, but in no case later than two weeks after each visit is completed. Student evaluations are completed (see .21) and classified input is obtained when appropriate (see .22) and the evaluatee summarizes them and writes a self-evaluation (see .25) and submits all materials to the administrator. For faculty who are working in more than one division when being evaluated, there must be input from all of the divisions in which the evaluatee works. The administrator writes a report, and the administrator and evaluatee discuss and sign the report. The evaluatee's signature indicates acknowledgment of the process but not necessarily agreement with the content. The evaluatee may append written comments to the report within one week. The administrator signs any appended comments, acknowledging that he/she has read them. The evaluatee is given a copy of the signed report. The signed report and student/classified evaluations are submitted to the appropriate vice-president. The appropriate vice-president may meet with the evaluatee and the administrator (unless the vice-president is the administrator). The vice president will forward the report to the Office of Human Resources. All other copies of the report shall be destroyed. The report will be maintained as part of the personnel records in the Office of Human Resources.

3.4 Procedures for Reevaluation

A tenured faculty member may challenge an evaluation by submitting a written request to the appropriate vice president. The request shall state the reasons for the challenge and be submitted within ten working days of the date the evaluatee is informed of the results of the evaluation. If the vice president considers the justification for reevaluation adequate, a reevaluation team will be convened within ten working days of the receipt of the request. The team will be composed of one member named by the faculty member; one member who participated in the original evaluation, agreed upon by the member and the vice president; and one member named by the vice president, academic affairs or student services.

Reevaluation will take place during the next semester. The reevaluation team will limit its activity to the specific challenges outlined in the request for reevaluation.

3.5 Special Administrative Provisions

A tenured faculty member can request an evaluation annually by submitting a written request to the immediate supervisor. The supervisor will approve such request if adequately justified. If agreed to by the evaluatee, the immediate supervisor may request that the vice president, academic affairs or student services, serve as evaluator.

4.0 Tenure Review Process for Probationary Faculty

Nothing in this policy shall preclude the tenure review team, the Tenure Review Coordinator or the vice president from meeting with the candidate at any time prior to the writing of the year end report to inform the candidate of problems that have been identified and/or to assist the evaluatee in correcting identified problems. The role of the tenure review team, however, is primarily to evaluate the candidate. Correction of identified problems rests with the candidate, who is encouraged to utilize other campus resources/resource personnel as needed.

4.1 Tenure Review Coordinator

The Tenure Review Coordinator has the responsibility for coordinating and conducting the tenure review process for probationary faculty. In all questions about the policy and procedures, the Tenure Review Coordinator will consult with the appropriate vice president, the academic senate president and the president of the exclusive bargaining agent.

The Tenure Review Coordinator is responsible for supervision and coordination of the tenure review process for probationary faculty. This individual will:

Coordinate, in conjunction with academic senate, selection of tenured faculty to participate on the tenure review committees.

Oversee that tenure review committees are organized for probationary faculty according to this policy.

Coordinate and conduct the mandatory orientations of the evaluation and tenure process for the tenure review committees. The orientation must include training on effective report writing including report format, documentation, and writing positive and negative criticism.

Coordinate and conduct the mandatory initial orientation of the evaluation and tenure process for the probationary faculty. The orientation must explain the due process and grievance procedures.

Be a resource person to tenure review committees to ensure that they function according to policy guidelines.

See that all evaluation procedures for probationary faculty are completed within the timelines of this policy.

Maintain a list of members of the due process pool and refer any unresolved due process complaints arising from the evaluation of probationary faculty to the due process chair.

Coordinate all issues that affect the operation of the tenure review committees.

Conduct annual survey to determine effectiveness of policy and to make recommendations for improvement.

4.2.1 Rationale and Procedures:

The full-time faculty is the core of community college instruction and instructional support programs. Tenure constitutes a basic tenet of professionalism in higher education. It protects academic freedom and allows for freedom of speech. Expanded faculty roles under AB 1725 require that faculty additionally participate in shared governance activities. It is, therefore, appropriate that faculty be evaluated in the following areas: classroom teaching, counseling, librarianship or other primary job duties; interaction with students; collegiality and professionalism; and participation in shared governance and continued professional development.

Evaluation of probationary faculty begins at the start of the academic year. Evaluation of mid-year hires will begin in the fall of the first full academic year.

The tenure review committee for each probationary faculty shall be composed of three members: the division dean or appropriate vice president and two tenured faculty. One faculty member will come from the probationary faculty's division and will be selected by all full-time faculty and the dean of the division. 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. The chair of the committee will be elected by the members of the committee. Tenure review committee members will serve for the duration of the candidate's probationary period with replacements made for members who retire, are removed, or remove themselves. Replacements shall be selected according to the initial selection process.

The tenure review committee will follow this policy's guidelines and will be under the immediate direction of the Tenure Review Coordinator. Any deviation from the timeline must be agreed upon by the candidate and the committee, signed, dated, and submitted to the Tenure Review Coordinator.

The committee's report will identify the candidate's strengths and weaknesses in each of the criteria and shall include specific suggestions detailing what the candidate needs to do to satisfy the criteria for evaluating faculty [see .24]. In the event that problems are identified that could eventually result in a recommendation to terminate employment, the problem shall be addressed in a section labeled "deficiencies." Succeeding reports shall directly address progress toward correcting these deficiencies in the "deficiencies" section of the report. In addition, the lack of progress in areas of "weakness" identified in previous reports should be addressed as deficiencies in succeeding reports if the majority of the committee feels the lack of progress in these areas might eventually result in a recommendation to terminate employment. The team shall vote on the recommendation. If a committee recommendation is not unanimous, the Tenure Review Coordinator and appropriate vice president will meet with the team in an effort to clarify the differences and, if possible, reconcile these differences. However, a majority is sufficient for the recommendation to go forward and the dissenting member may include a section in the report expressing a minority opinion. It is expected that all members of the committee will sign the report. Failure of a member or the evaluatee to sign the report shall not prevent the report from going forward.

All materials (student evaluations; summary of student evaluations; classified input; peer input; self-evaluation; summary page; and the committee report,) will be submitted to the Tenure Review Coordinator and then to the appropriate vice-president. Any appended comments will be signed and forwarded as soon as they are available. The vice-president will submit the tenure review committee's report and his/her own comments to the president, who shall forward the report and a final recommendation to the board of trustees before March 15 to enable the board to meet the statutory deadlines (E.C. 87610). In the event of lack of agreement between the president and the committee, there shall be an attempt, through a meeting, to formulate one recommendation to the board. In the event there is no single recommendation, both the president's and the committee's recommendations will go to the board.

A copy of each completed report with appended comments will be given to the candidate, Tenure Review Coordinator and tenure review committee chair. The vice president will submit the signed year-end report to the Office of Human Resources. Completed reports will be maintained as part of the candidate's personnel records. At the completion of the tenure process, or at the conclusion of a hearing before an administrative law judge, all other copies of the report will be destroyed.

#### 4.2.2 Early Tenure Criteria

The intent of this section of the tenure review procedure is to set forth measurable criteria that must be met before consideration of early tenure. A probationary employee (non-tenured faculty) must complete the first two years of the evaluation process. Prior to being considered for recommendation for early tenure, the probationary employee shall fulfill the criteria as defined in each of the four following categories: Professional Instructional Experience; Community Service and/or Professional Organizations; Participatory Governance and Demonstrated Positive Student Outcomes.

To be recommended for early tenure: All prior relevant work experience at AVCCD must have been rated as outstanding in subject matter knowledge and in teaching, student services or support services methods, which have resulted in the highest level of expected student outcomes as evidenced by written evaluations.

Professional Instructional Experience: Consideration for early tenure shall be accomplished by one of the following:

- A minimum of two full years of previous professional instructional experience or its equivalent at an accredited secondary or postsecondary institution. Previous professional instructional experience must exhibit performance evaluations indicating excellence in subject, teaching methods, student services, or support service activities, which facilitated positive student outcomes. Accomplishments must be documented by former evaluations that will be provided by candidate.
- Previous two full years of paid occupational experiences that served as preparation for current teaching assignment. The previous employment will have evidence of excellent leadership and experience in subject area, as documented by former evaluations that will be provided by candidate.

Community Service and/or Professional Organizations as related to discipline: Consideration for early tenure shall be accomplished by two or more of the following activities while employed at Antelope Valley College:

- Evidence of a minimum of one full year of active and outstanding participation in a non-profit organization appropriate to evaluatee's discipline.
- Evidence of active participation in campus activities related to a diversified population.
- Evidence of active participation in national, state, or local professional organizations. Presentation at workshops and seminars.
- Evidence of successful grant writing, with the intent to introduce new opportunities for the college.
- Evidence of scholarly/professional work in a recognized publication or book in your discipline.

Participatory Governance: Evidence of a minimum of one year of active and outstanding involvement in effective participatory governance activities or committees at AVC.

Demonstrated Positive Student Outcomes: Two years at Antelope Valley College of documented evidence that demonstrated an ability to improve student outcomes while sustaining quality teaching, student services, or support service activities. Positive student outcomes shall be evidenced through one of the following accomplishments:

- Evidence of (innovative) outstanding teaching strategies or support service activities that facilitated a steady increase in student retention.
- Evidence of (innovative) teaching strategies or support service activities that facilitated a steady increase in student persistence rate, e.g., success from one course level to next.
- Evidence of enhanced curriculum or programs: e.g., vocational, transfer, general education, developmental education, or support services activities.
- Evidence of development and implementation of new programs: e.g., vocational, transfer, general education, developmental education, or support service programs.

No Listed Deficiencies or Serious Weakness: A probationary employee who acquired documented deficiencies or serious weaknesses during the first two evaluation terms shall not be recommended for early tenure.

4.3 Probationary Faculty Tenure Review:

**YEAR ONE:**

At the end of the first year, the committee will recommend to continue probation (award of a second year contract) or to terminate employment.

Fall Semester:

Tenure review committees are appointed. Mandatory orientation sessions, called by the Tenure Review Coordinator, are held for probationary faculty and for all tenure review committee members. Committee members will receive instruction on the criteria for evaluation, formats, documentation and the writing of positive and negative criticism.

The committee meets to elect a chair and, in consultation with the candidate, determines appropriate activities to be carried out during the evaluation and establishes a work schedule, which is submitted to the Tenure Review Coordinator, committee and candidate. This work schedule must ensure that reports are submitted by their due dates and that evaluation activities are conducted for all evaluation criteria.

The committee meets with the candidate and reviews the evaluation criteria. The candidate furnishes the committee with written materials appropriate for the evaluation.

Classroom or worksite visitations, a minimum of 50 minutes each, take place during the sixth to the tenth weeks. Teaching or appropriate job duties must be taking place during visitations. Individual or group discussions are held as soon as possible but in no case later than two weeks after the visitation.

Student evaluations are completed after the mid-point of the course (see section 2.21). Departmental and divisional faculty evaluations and classified evaluations are conducted as stated in the work schedule (see sections 2.22 and 2.23). The candidate summarizes the evaluations and writes the self-evaluation. The candidate submits the self-evaluation with the student, peer and classified evaluations to the committee.



**DRAFT OF FIRST YEAR REPORT IS WRITTEN**

The committee writes a draft of the first year report, which is submitted to the Tenure Review Coordinator and the appropriate vice president. The coordinator and vice president may meet with the committee to clarify the report or to suggest revisions that are consistent with the committee's intentions. If the committee feels that a recommendation to terminate is a possibility, the chair shall notify the candidate, the Tenure Review Coordinator and appropriate vice president as early in the process as possible and all unsatisfactory areas must be identified under "deficiencies."

The committee revises the report as necessary and meets with the candidate to discuss the report. The committee and candidate sign the report and send it to the Tenure Review Coordinator. If the committee feels that a recommendation to terminate is a possibility, the chair shall notify the candidate, the Tenure Review Coordinator and the appropriate vice president as early in the process as possible.

If desired by the committee or the candidate, additional evaluation activities are carried out by the end of the semester. Individual or group discussions will be held as soon as possible but in no case later than two weeks after visitations.

**FIRST YEAR REPORT SUBMITTED TO TENURE REVIEW COORDINATOR AND VICE PRESIDENT**

The committee revises the report as appropriate, consults with the vice president and Tenure Review Coordinator, and meets with the candidate to discuss the first year report and recommendation. The committee and candidate sign the report and send it to the Tenure Review Coordinator. The candidate's signature indicates acknowledgment of the process, not necessarily agreement with the content. The candidate may append written comments to the report within one week. The committee and candidate sign any appended comments, acknowledging that they have read the comments.

If the committee recommendation is not unanimous, the Tenure Review Coordinator and the appropriate vice-president will meet with the team in an effort to clarify and if possible reconcile the differences. These efforts shall not preclude the majority and minority recommendations being forwarded to the president.

The Tenure Review Coordinator then submits the report to the appropriate vice-president. The vice-president meets with the candidate, dean and chair then submits the committee's report along with his or her own comments to the president, who will make a recommendation to the board.

If the president's recommendation differs from that of the tenure review committee's recommendation, a meeting takes place among the tenure review committee, the Tenure Review Coordinator, the vice president, and the president to resolve this difference before the recommendation goes to the board. In the event that there is no single recommendation, the president's and the committee's separate recommendations go to the board.



The committee's final report will be forwarded to the board.

Notice of continued employment or termination and the reasons therefore is signed by the president or his/her designee and sent to the candidate before March 15. Notice of termination shall be by registered or certified mail. Failure to give required notice is an extension of the existing contract without change for the following academic year.

Spring semester of first contract year:

If the committee determines that visitations and/or student/peer/classified evaluations are necessary, such visitations and/or evaluations may occur during the remainder of the semester. The committee will meet with the candidate to determine appropriate activities to be carried out and to establish a work schedule. The work schedule will be submitted to the Tenure Review Coordinator. Discussions are held as soon as possible but in no case later than two weeks after the visitation/s.

**YEAR TWO:**

**SECOND YEAR EMPHASIS AND EXPECTATIONS**

The emphasis should be on positive, negative, or lack of changes since the first year evaluation in each of the four areas. The evaluation should focus on the candidate's effectiveness and, in particular, on the correction of identified weaknesses and/or deficiencies in ways that are significant and tangible and thus vital to success. At the end of the second year, the committee will recommend to continue probation (award a two-year contract), to terminate employment, or to award early tenure. Early tenure is for probationary faculty who have been outstanding in every aspect of the evaluation criteria. The committee must provide an explanation for the recommendation for early tenure based upon the criteria for evaluating faculty.

Fall semester of the second contract year:

New committee members/chair are appointed if necessary, following guidelines for tenure review committees. New committee members will attend the mandatory orientation session held by the Tenure Review Coordinator. In addition the Tenure Review Coordinator, and vice president when necessary, will meet with the committee and new member/s to review the current status of the evaluation process.

The committee meets and, in consultation with the evaluatee, determines appropriate activities to be carried out during the evaluation and establishes the work schedule, which is submitted to the Tenure Review Coordinator, committee and candidate. This work schedule must ensure that reports are submitted by their due dates and that evaluation activities are carried out for all evaluation criteria.

The committee meets with the candidate to review the evaluation criteria and the first year report. The candidate furnishes the committee with written materials appropriate for evaluation.

Classroom or worksite visitations, a minimum of 50 minutes each, take place during the sixth to the tenth weeks. Teaching or appropriate job duties must be taking place during visitations. Individual or group discussions are held as soon as possible, but in no case later than two weeks after the visitation.

Student evaluations are completed after the mid-point of the course. Departmental and divisional faculty evaluations and classified evaluations are conducted as stated in the work schedule. The candidate summarizes the evaluations and writes the self-evaluation. The candidate submits the self-evaluation with the student, peer and classified evaluations to the committee.

**DRAFT OF SECOND-YEAR REPORT IS WRITTEN**

The committee writes a draft of the second-year report, which is submitted to the Tenure Review Coordinator and the appropriate vice president. The coordinator and vice president may meet with the committee to clarify report or suggest revisions that are consistent with the committee's intentions. If the committee feels that a recommendation to terminate employment is a possibility, the chair shall notify the candidate, the Tenure Review Coordinator and the appropriate vice president as soon in the process as possible. If the committee feels that a recommendation to terminate employment is a possibility, all unsatisfactory areas must be identified in the report under "deficiencies."

If desired by the committee or the candidate, additional evaluation activities are carried out. Individual or group discussions will be held as soon as possible but in no case later than two weeks after the visitations.

**SECOND YEAR REPORT SUBMITTED TO TENURE REVIEW**

The committee revises the report as appropriate, including a recommendation to continue probation, tenure or to terminate employment consults with the Tenure Review Coordinator and the appropriate vice president and meets with the candidate to discuss the report and recommendation. The committee and candidate sign the report and send it to the Tenure Review Coordinator. The candidate's signature indicates acknowledgment of the process, not necessarily agreement with the content. The candidate may append written comments to the report within one week. The committee and candidate sign any appended comments, acknowledging that they have read the comments.

If the committee recommendation is not unanimous, the Tenure Review Coordinator and appropriate vice president will meet with the team in an effort to clarify the differences and, if possible, reconcile the differences. These efforts shall not preclude the majority and minority recommendations being forwarded to the president.

The Tenure Review Coordinator submits the report to the appropriate vice-president. The vice president meets with the candidate, dean, and chair and then submits the committee's report along with his or her comments to the president, who will make a recommendation to the board.

If the president's recommendation differs from that of the tenure review committee, he/she notifies the committee in writing stating reasons for not accepting the recommendation. A meeting takes place among the tenure review committee, the Tenure Review Coordinator, and vice president, and the president to resolve this difference before the recommendation goes to the board. In the event there is no single recommendation, the president's and the committee's separate recommendations go to the board.

The committee's final report will be forwarded to the board.

The notice of continued employment, tenure, or termination and the reasons therefore is signed by the president or his/her designee and sent to the candidate before March 15. Notice of termination of employment shall be by registered or certified mail. Failure to give the required notice is an extension of the existing contract without change for the following academic year.

Spring semester of second contract year:

If the committee or candidate determines that visitations and/or student evaluations are desired, such visitations and/or evaluations may occur during the remainder of the semester. The committee will meet with the candidate to determine appropriate activities to be carried out and to establish a schedule for the activities. The schedule will be submitted to the Tenure Review Coordinator. Discussions are held as soon as possible but in no case later than two weeks after the visitation/s.

**YEARS THREE AND FOUR:**

**THIRD YEAR EMPHASIS AND EXPECTATIONS**

The emphasis should be on positive, negative, or lack of changes since the first and second year evaluations in each of the four areas. The evaluation should focus on the candidate's effectiveness and, in particular, on the candidate's correction of identified weaknesses and/or deficiencies in ways that are significant and tangible and thus vital to success. It is expected that deficiencies noted in prior reports will be corrected by the end of the third year.

Fall and spring semester of the third contract year:

New committee members/chair are appointed if necessary, following guidelines for tenure review committees. New committee members will attend the mandatory orientation session held by the Tenure Review Coordinator. In addition the Tenure Review Coordinator, and vice president when necessary, will meet with the committee and new member/s to review the current status of the evaluation process.

At the beginning of the fall semester of the third year, the tenure review committee, the candidate, and the Tenure Review Coordinator meet to review previous reports and to articulate the expectations for correcting any identified deficiencies.

The committee then meets with the candidate to determine the activities to be carried out and to develop a schedule for the activities. The schedule is submitted to the Tenure Review Coordinator. This work schedule must ensure that reports are submitted by their due dates and that evaluation activities are conducted for all evaluation criteria.

The candidate furnishes the committee with written materials appropriate for evaluation.

Classroom or worksite visitations, a minimum of 50 minutes each, occur through the twelfth week of the spring semester. Teaching or appropriate job duties must be taking place during visitations. Individual or group discussions are held as soon as possible, but in no case later than two weeks after the visitations.

Student evaluations are completed after the mid-point of each course. Departmental and divisional faculty evaluations and classified evaluations are conducted as stated in the work schedule. The candidate summarizes the evaluations and writes the self-evaluation. The candidate submits the self-evaluation with the student, peer and classified evaluations to the committee.

The committee meets and writes the third year interim report. The third year report makes no recommendation. However, the presence of deficiencies in the third year interim report should be considered as notification of the potential for denial of tenure.

**UNSIGNED DRAFT IS WRITTEN**

The coordinator and vice president may meet with the committee to clarify the report or to suggest revisions that are consistent with the committee's intentions. If the committee feels that a recommendation to terminate employment is a possibility in year four, all unsatisfactory areas must be identified under "deficiencies."

The committee revises the report as appropriate; consults with the Tenure Review Coordinator and vice president as needed, and meets with the candidate to discuss the report. The committee and the candidate sign the report and send it to the Tenure Review Coordinator. The candidate's signature indicates acknowledgement of the process, not necessarily agreement with the content. The candidate may append written comments to the report within one week. The committee and candidate sign any appended comments, acknowledging that they have read the comments.

**THIRD YEAR REPORT SUBMITTED TO THE TENURE REVIEW COORDINATOR**

The Tenure Review Coordinator submits the report to the appropriate vice president. The vice president meets with the candidate, dean, and committee chair.

**YEAR FOUR: EMPHASIS AND EXPECTATIONS**

By the end of the fall semester of the fourth year, all deficiencies must be eliminated. Failure to do so will result in the recommendation to terminate employment.

During the fourth year, the committee must make a recommendation to either terminate employment or to award tenure (Ed. Code 87609). If the recommendation is to terminate employment, the fourth year report must clearly identify the areas of deficiency and provide an explanation for the recommendation based upon the criteria for evaluating faculty.

Fall semester:

New committee members/chair are appointed if necessary, following guidelines for tenure review committees. New committee members will attend the mandatory orientation session held by the Tenure Review Coordinator. In addition the Tenure Review Coordinator, and vice president when necessary, will meet with the committee and new member/s to review the current status of the evaluation process.

The committee meets with the Tenure Review Coordinator and the candidate and reviews the evaluation criteria, any remaining deficiencies, and how the committee will assess for correction of the deficiencies. The candidate furnishes the committee with written materials appropriate for the evaluation.

The committee meets in consultation with the candidate, determines appropriate activities and establishes a work schedule, which is submitted to the Tenure Review Coordinator, committee and evaluatee. This work schedule must ensure that reports are submitted by their due dates and that evaluation activities to assess correction of deficiencies in any evaluation criteria are included.

Classroom or worksite visitations, a minimum of 50 minutes each, will take place through the tenth week. Teaching or appropriate job duties must be taking place during visitations. Individual or group discussions are held as soon as possible but in no case later than two weeks after the visitation/s.

Student evaluations are completed after the mid-point of each course. Departmental and divisional faculty evaluations and classified evaluations may be conducted at the discretion of the evaluation team or at the request of the candidate. The candidate summarizes the evaluations and writes the self-evaluation. The candidate submits the self-evaluation with the student, peer and classified evaluations to the committee by the end of the twelfth week of the semester.

The committee writes a draft of the final evaluation report, which will include a recommendation to award tenure or to terminate employment. If the committee recommendation is not unanimous, the Tenure Review Coordinator and appropriate vice president will meet with the team in an effort to clarify the differences and, if possible, reconcile the differences. These efforts shall not preclude the majority and minority recommendations being forwarded to the president. The draft is submitted to the Tenure Review Coordinator and the appropriate vice president.

**DRAFT OF FINAL EVALUATION REPORT IS WRITTEN**

The coordinator and vice president may meet with the committee to clarify the report or to suggest revisions that are consistent with the committee's intentions. If the committee makes a recommendation to terminate employment, all unsatisfactory areas must be clearly identified under "deficiencies."

The committee revises the report as appropriate, consults with the Tenure Review Coordinator and vice president, and meets with the candidate to discuss the report. The committee and candidate sign the report and send it to the Tenure Review Coordinator. The candidate's signature indicates acknowledgement of the process, not necessarily agreement with the content. The candidate may append written comments to the report within one week. The committee and candidate sign any appended comments, acknowledging that they have read the comments.

**FINAL EVALUATION REPORT SUBMITTED TO TENURE REVIEW  
COORDINATOR**

The Tenure Review Coordinator submits the report to the appropriate vice president. The vice president meets with the candidate, dean and chair and then submits the committee's recommendation along with his or her own comments to the president, who will make a recommendation to the board.

If the president's recommendation differs from that of the tenure review committee, he/she notifies the committee in writing stating reasons for not accepting the recommendation. A meeting takes place between the tenure review committee and the president to resolve this difference before the recommendation goes to the board. In the event that there is no single recommendation, the president's and the committee's separate recommendations go to the board.

The committee's final report will be forwarded to the board.

Notice of continued employment or termination of employment and the reasons therefore is signed by the president or his/her designee and sent to the candidate before March 15. Notice of termination of employment shall be by registered or certified mail. Failure to give required notice will result in the granting of tenure.

4.4 Grievance of decision to terminate employment

If the Board of Trustees decision is to terminate a probationary employee, allegations that the District made a decision that was unreasonable to a reasonable person or that the District in any way violated, misinterpreted or misapplied any of the policies and procedures regarding evaluation shall proceed to a hearing by an administrative law judge in accordance with Education Code section 87610.1 (b) and 87740.

A request for a hearing must be in writing to the president of the college within 7 days after the date on which the notice of termination is served. Failure to request a hearing within 7 days shall constitute a waiver of the employee's right to a hearing. The notice of termination of employment shall advise the employee of his/her right to a hearing and the procedure to be followed.

The hearing shall be conducted by an administrative law judge, who shall submit a proposed decision to the board on the sufficiency of the cause and shall recommend a settlement. However, the board shall make the final determination as to the sufficiency of the cause and the settlement. The findings of the administrative law judge shall not be binding on the governing board or on any court in future litigation.

Copies of the judge's proposed decision should be submitted to the board and to the employee on or before May 7 of the same year. All expenses of the hearing, including the cost of the administrative law judge, shall be paid by the governing board from district funds.

The board's decision following such a hearing shall be subject to judicial review pursuant to section 1094.5 of the Code of Civil Procedure.

5.0 Evaluation Process for Adjunct Faculty

5.1 Rationale and Procedures:

Adjunct faculty form a vital part of community college instruction and instructional support programs. In many cases they offer unique contributions in subject knowledge and experience. As such, it is appropriate that they be evaluated according to similar guidelines as full-time faculty.

The appropriate vice president, in coordination with the dean of each division, will be responsible for coordinating the evaluation of adjunct faculty. Each adjunct faculty will be evaluated at least every three years. Each first year adjunct faculty will be evaluated during the first semester of service. If the adjunct faculty is an “emergency hire” [see Hiring Policy for definition of emergency hire], he or she must be evaluated by a full-time faculty member. The division faculty, working with the dean, will select full-time faculty evaluators for the adjunct faculty. The division dean may evaluate up to one-half of the adjunct faculty due for evaluation. If the majority of the division's faculty so decide, the dean may do more than 50% of the adjunct evaluations. The evaluation of each adjunct faculty shall alternate between faculty and dean except when the division faculty have decided to permit the dean to do more than 50% of the adjunct evaluations. If the division faculty have elected not to do 50% of the evaluations, the dean may evaluate emergency hires. Adjunct faculty who have received at least two satisfactory evaluations shall in subsequent evaluations have one opportunity to reject an assigned faculty evaluator in each evaluation.

Adjunct faculty who teach short term courses and instructional TV will meet with the evaluator and establish a timeline appropriate to the course. The timeline will be submitted either to the division dean or to appropriate vice president by a quarter of the way through the course.

Adjunct faculty who are members of more than one Division will be evaluated once every three years in each division. The evaluations shall be done during the same semester if possible. Full-time faculty who teach on load outside the division in which they fulfill the majority of their contractual assignment will be evaluated as adjunct in the outside division.

When appropriate adjunct faculty shall conduct student evaluations in all classes (see .21) and obtain classified and peer input (see .22 and .23). The evaluatee's signature on the interim and final report indicates acknowledgment of the process but not necessarily agreement with the content.

All information gathered or reports generated as part of the evaluation process shall be confidential.

5.2 Timeline for Adjunct Faculty Evaluation:

**Week 1-4** Each division dean will notify adjunct faculty scheduled for evaluation of the name of her/his evaluator and provide the faculty with a copy of the evaluation procedure.

**Weeks 4-5** The evaluator meets with the adjunct instructor to review the evaluation procedure, the evaluation criteria (see .24) the timeline and due process procedure. The evaluator and the evaluatee shall determine what activities are appropriate during the evaluation. Classified and/or peer input may be used following the guidelines set in this policy. Any deviation of the timeline must be agreed upon by the evaluatee and evaluator, signed, dated and submitted to the appropriate vice president. The adjunct faculty member furnishes the evaluator with written materials appropriate for evaluation.



**Weeks 6-9**

Classroom or worksite visitations, a minimum of 50 minutes each, take place during the sixth to ninth weeks. When visitations occur, teaching or appropriate job duties must be taking place. The evaluator completes an interim adjunct evaluation report and holds a discussion with the adjunct instructor as soon as possible but in no case later than two weeks after the visitation. The interim report form must specify areas that need improvement or are unsatisfactory and suggest remedies. If the interim report indicates any unsatisfactory areas, the dean shall be added to the team when the evaluation is being done by a faculty member. When the evaluation is being done by the dean, the dean shall add a faculty member from the division to the team. In the event that the dean is unable to add a faculty member, the report may go forward from the dean. The second person shall conduct at least one classroom or worksite visitation for a minimum of 50 minutes and fill out an interim report. The team shall meet with the evaluatee as soon as possible but in no case later than two weeks after the visitation. Additional visitations may take place during the rest of the semester.

**Weeks 9-14**

Student evaluations (see .21) are completed summarized and turned in to the evaluator(s).

If appropriate, classified and/or peer evaluations are conducted (see .22 and .23) prior to week twelve.

The adjunct instructor submits a self-evaluation (see .25) that must address comments from student/classified/peer evaluations.

**Weeks 15-16**

The evaluator/evaluation team prepares the final report. The evaluator/evaluation team will make one of three recommendations: keep in the hiring pool, remove from the hiring pool, or reevaluate in less than three years. Evaluations may also indicate strengths and weaknesses in a specific discipline if the evaluatee teaches/works in more than one area. Both the evaluator/evaluation team and the evaluatee sign the report. The evaluatee's signature indicates acknowledgement of the process, not necessarily agreement with the content. The evaluatee may append written comments to the report within one week. The evaluation team/evaluator and evaluatee sign any appended comments, acknowledging that they have read the comments. A copy of the signed report with appended comments is given to the adjunct faculty and to the division dean. The dean submits the report to the appropriate vice president. All other copies of the report shall be destroyed. The vice president reviews the report, makes a decision on the status of the adjunct faculty, notifies the adjunct faculty of the decision and forwards the final report to the Office of Human Resources.

A recommendation to remove from the pool may only be made if a two-person evaluation team was formed or if a dean tried but was unable to form a two-person team. If the evaluator or evaluation team is making a recommendation to remove from the pool, the appropriate vice president must review the report before it is presented to the evaluatee. If an evaluation team is unable to make a unanimous recommendation, the recommendation shall be to re-evaluate before the completion of two more semesters of assignment.



A recommendation to reevaluate in less than three years must specify when the evaluation is to be done (i.e., the following semester, in two semesters, etc.)

In cases where the candidate will be removed from the pool as a result of the evaluation, the evaluator/evaluation team and vice president when appropriate meets with the evaluatee to discuss the report. Both the evaluator/evaluation team and the evaluatee sign the report. The evaluatee's signature indicates acknowledgement of the process, not necessarily agreement with the content. The evaluatee may append written comments to the report within one week. The evaluation team/evaluator and evaluatee sign any appended comments, acknowledging that they have read the comments. A copy of the signed report with appended comments is given to the adjunct faculty and to the division dean. The dean submits the report to the appropriate vice president. All other copies of the report shall be destroyed. The vice president reviews the report, makes a decision on the status of the adjunct faculty, notifies the adjunct faculty of the decision and forwards the final report to the Office of Human Resources.

### **RE-EVALUATION IN LESS THAN THREE YEARS**

If the faculty member is being re-evaluated in less than three years, the re-evaluation shall follow the provisions of this policy. Any faculty member serving as an evaluator must be a different faculty member than the one involved in the original evaluation. The evaluator shall receive a copy of the previous evaluation and should focus on evaluating the deficiencies identified in that report. The evaluator/evaluation team must make one of the following recommendations for adjunct faculty: keep in the hiring pool or remove from the hiring pool. Evaluations may also indicate strengths and weaknesses in a specific discipline if the evaluatee teaches/works in more than one area. A recommendation to remove from the pool may be made only by a two-person team or by one person if the dean was unable to form a two-person team. The decision on the status of the adjunct faculty shall be made by the appropriate vice president as specified in this policy's provisions.

#### **6.0 Evaluation of Full-time Temporary Faculty**

Full-time temporary faculty shall be evaluated during the semester in which they are hired, either fall or spring. Full-time temporary faculty hired for two consecutive semesters shall be evaluated only during the first semester hired. Evaluation shall be based on the peer team review used to evaluate tenured faculty. The committee shall be composed of the dean/director and two full-time tenured faculty members: one selected from within the division by the division faculty and one from outside of the division, appointed by the academic senate.

The evaluation shall follow the timeline specified in section 3.1 (peer team evaluation). The evaluation shall rate the faculty member's performance as either "satisfactory," "needs improvement," or "unsatisfactory" on a form submitted at the end of the evaluation. The committee shall vote on the rating. The recommendation must receive 2 of 3 votes to go forward.

The evaluatee has the right to append comments within one week of receiving the final report. The evaluatee's signature indicates receipt of the report and not necessarily agreement with the content.

**ARTICLE IX**  
**COMPENSATION AND RELATED BENEFITS**

1.0 Salary and Health & Welfare Benefits Provisions

1.1 Salary 2006-07

COLA applicable as of July 1, 2006.

Additional .125% (1/8 of one percent) per 1% of funded growth to be applied July 1, of the following year (7-1-07).

Salary 2007-08

COLA applicable as of July 1, 2007

Additional .125% (1/8 of one percent) per 1% of funded growth to be applied July 1, of the following year (7-1-08)

Salary 2008-09

COLA applicable as of July 1, 2008

Additional .125% (1/8 of one percent) per 1% of funded growth to be applied July 1, of the following year (7-1-09)

These increases shall apply to all faculty salaries.

COLA will be applied to salary as soon as possible after the state budget is approved for the year.

Should the District grant a salary increase greater than the formula stated above for any other unit for any part of term of the contract, the same shall be granted to the AVCFT.

1.2. Benefits 2006-07

1.2.1 AVCCD and AVCFT agreed to set the benefit cap for October 1, 2006 to September 30, 2007 at \$13,385.10. Above cap costs for Plan 1A will be \$972, for Plan 2C \$408 and Plan 3C \$72 per year. Plans 6A and Kaiser will be no cost to employees. Deductions will be made tenthly.

1.2.2 Retirees eligible for benefits under Article VI, Retirement Incentive Programs, of the AVCCD-AVCFT collective bargaining agreement shall be eligible for the same plans as those offered active employees. Such retirees shall also be subject to the same contributions as active employees for the same plans, regardless of family status, irrespective of the difference in cost for retirees. The District will cover the full cost of the retirees' benefits through February 28, 2007. Retirees will begin making contributions in March, 2007 for a total of five (5) contributions for the October 1, 2006 through September 30, 2007 year. The contributions shall be the same as for active employees: \$97.20 for Plan 1A, \$40.80 for Plan 2C and \$7.20 for Plan 3C. Plans 6A and Kaiser will not require a contribution.

1.2.3 Internal Revenue Code section 125

Unit members shall be permitted to utilize the provisions of Internal Revenue Code section 125. Neither the District nor the Federation shall be responsible for any cost or fee charged by a third party administrator. The Federation shall participate in the selection of the third party administrator. Participation by eligible unit members shall require an annual election, made at the time of hire or during the open enrollment period each year held in conjunction with the health/dental open enrollment period. No other opportunities during the year for employees to elect to participate in or withdraw from the plan are provided by law. Continuation of this plan is subject to the Internal Revenue Code. Should the Internal Revenue Code be changed or modified in any way, the plan shall automatically be amended to comply with any federal/state changes.

Life insurance coverage within the benefits package is for \$50,000.

1.2.4 Benefits Committee: The District shall establish a joint labor/management benefits committee with representatives from all affected constituent groups that wish to participate in order to explore options and make recommendations on items such as a cafeteria plan, ways to contain benefits' costs, costs of a short-term disability plan and a long term care policy.

1.3 The District will arrange for adjunct faculty enrollment in the health insurance programs provided to regular unit members. The total cost of the premium will be paid by each adjunct faculty member who enrolls in the health benefit program.

1.3.1 The District will pay 50% of the premium for Blue Cross Plan 1A for adjunct faculty who have no other access to group health insurance and who are working at least 6.0 LHE (40% of full-time load). There will be two enrollment periods annually (the month of February and September). Minimum enrollment is for 6 months. The employee's share of the contribution shall be obtained through payroll deduction over 5 months (March-July, October-February). This program will be in effect through the end of spring 2007 for those adjunct faculty who were enrolled in the program during Fall 2007. No new enrollments will be allowed in spring 2007.

1.4 The District will provide a Cash Balance Retirement Plan for adjunct faculty with the District paying 5% and the adjunct unit member paying 3%.

1.5 Step 26 shall be established in lieu of the \$500 career increment after three years at step 23. Step 26 shall be \$1,955 more than step 23 (2004-05 year). Step 26 shall be added to columns III-VIII.

1.6 Establish the following adjunct/overload salary schedules:

- a. 100% pro-rata 2004-05 non-classroom adjunct/overload salary schedule with the current 2 (two) columns up to step 8. (See attached schedule)
- b. All currently employed non-classroom adjunct and full-time faculty shall be placed on the new schedule at the step/column that most closely matches their salary for 2003-04 with no more than a 1% pay decrease. This placement shall be considered each unit member's new placement and he/she shall advance according to the current guidelines.

- c. Establish classroom adjunct/overload schedule based on LHE with rates for all current steps and columns at the 2003-04 year. There shall be two rates: one for Lecture-Lab and Lecture classes and one for Lab classes.
- d. Rates for Lab classes shall remain the same for the 2004-05 year. Rates for Lecture shall be increased by 21%; for Lecture-Lab by 0.7%. (See attached 2004-05 Classroom Adjunct/Overload Schedule.)
- e. Faculty Academy provisions remain in effect at 2% above the 2004-05 rates.
- f. Establish flat adjunct office hour rate for 2004-05 at \$44.25 . The number of hours available shall be increased by 50%: 6 office hours for every 3 LHE for a maximum of 18 office hours. Full-time faculty working in summer and intersession remain eligible for office hours at the adjunct office hour rate.
- g. All faculty hourly pay other than office hours shall be paid off the non-classroom salary schedule. All currently employed faculty shall be placed on this schedule at the step/column that most clearly matches their 2003-04 salary with no more than a 1% pay decrease. This placement shall be considered each unit member's new placement and he/she shall advance according to the current guidelines.
- h. Changes in non-classroom adjunct/overload pay and other non-office hour hourly pay will begin during the 2004-05 year as soon as the District is able to implement the changes. Changes in classroom adjunct/overload pay will begin with the fall 2004 semester. The new office hour rate is effective with the fall 2004 semester. The increase in the number of office hours begins with the 2005 intersession.
- i. Reopen negotiations on adjunct pay for 2004-05 as soon as the reorganization study and the classified staff reorganization study are complete before any recommendations with financial ramifications are implemented.
- j. Add current contract includes salary schedules for 2006-07, which reflect salary increases for 2005-06 and 2006-07.

2.0 Number of Payments

- 2.1 Ten-month pay unit members on contract or regular status working the school calendar shall be compensated in ten (10) equal payments based on placement on the faculty salary schedule.
- 2.2 Twelve-month pay unit members on contract or regular status working the entire fiscal year shall be compensated in twelve (12) equal payments based on placement on the faculty salary schedule.
- 2.3 Overload and temporary unit members shall be paid in 5 equal payments for the Fall Semester and the Spring Semester. Number of payments for Intersession and Summer School will vary.

3.0 Pay Dates

3.1 Contract and Regular Unit Members

Payment of contract and regular unit members working the school calendar will be made on the last workday of the month, from August to June. Payment of contract and regular unit members working the entire fiscal year shall be made on the last workday of each month for the entire fiscal year.

3.2 Pay Dates for Overload and Temporary Unit Members (classroom w/semester contract)

Payment of temporary unit members and payment of overload will be made on the 10<sup>th</sup> day of each of the following months for the regular fall and spring semester:

<i>Fall Semester</i>	<i>(5) equal payments from October through February</i>
<i>Spring Semester</i>	<i>(5) equal payments from March through July</i>
<i>Summer School &amp; Intersession</i>	<i>payment schedules vary</i>

- 3.2.2 Pay for non-classroom hourly during the regular fall and spring semester shall be as has been the practice until changed through negotiations.
- 3.3 Other pay due unit members that is based on the Adjunct/Overload rate and for summer school, intersession, short term courses and substitute pay shall be paid on the 10th day of the month, or as determined by the County Office of Education, after the authorization is submitted.
- 3.4 Nothing in the foregoing paragraph shall be interpreted as denying the Board the right to make payment prior to the expiration of the accrual period.

4.0 Placement on the Full-time Faculty Salary Schedule

A written statement with initial placement shall be provided to all contract and full-time temporary employees at the time of employment.

4.1 The following count for step credit:

- a. Full-time teaching experience at accredited high schools, 2- and 4-year colleges, and universities counts year for year.
- b. Part-time teaching at 2- and 4-year colleges and universities counts at 30 semester units equals one year of teaching experience. High school part-time teaching is pro-rated.  
For graduate teaching assistantships to count, the faculty member must have been the instructor of record, which means be paid for the class and be the individual assigning the grades (maximum of two years).
- c. Having completed 75% of a year of teaching counts as a full year.
- d. High school teaching in any subject area counts.
- e. Long-term substitute teaching at 2- and 4-year colleges, universities and high school counts. The time is pro-rated based on a full-time load at that institution.
- f. Teaching in foreign countries comparable to teaching that counts for credit here also counts.
- g. Day to day substitute teaching does not count.
- h. Student teaching—when the individual receives unit credit rather than pay for teaching—does not count.
- i. Administrative work does not count for placement on the faculty salary schedule.
- j. Vocational faculty may use any years working in a relevant field for experience if those years have not been used to meet minimum qualifications.
- k. Vocational faculty are nursing faculty and those faculty whose initial assignment is in the disciplines in the Minimum Qualifications for Faculty and Administrators in California Community College under "Disciplines in which a Master's degree is not generally expected or available."
- l. One year of work experience = 2000 hours.
- m. Experience in non-classroom areas (librarian, counseling etc) at a high school, 2- or 4-year college or university will be granted with each year counting as one step. Part-time work will be pro-rated on the same principles as classroom faculty.
- n. A maximum of 5 years credit for teaching experience, work experience, or combination thereof.

4.2 Column placement:

- a. Faculty with a Master's or vocational master's equivalency are placed on Column II.
- b. All others are placed on column I.
- c. Placement on column III-VII is for units or degree (15, 30, 45, 60, 75, 90, Ph.D./Ed.D.) beyond column II placement.
- d. Units for placement beyond column II must be semester units from an accredited institution. Nothing counts other than units.
- e. Vocational master's equivalency equals

1. A California Community College instructor's credential, life, for teaching a vocational subject and assignment in a qualified vocational program, or
2. L.L.B. or J.D, or
3. Any state department of education full-time, life, vocational credential valid for teaching in a California community college and assignment in a qualified vocational education program, or
4. A Bachelor's plus two years of appropriate occupational experience in each major subject matter area plus six semester units of course work in a combination of one or more of the following fields as they pertain to community colleges and assignment in a qualified vocational education program.
  - a. principles, practices, scope and functions of education
  - b. materials and methods of instruction, curriculum development and evaluation
  - c. the learning process and individual differences, behavioral characteristics of youth, race and ethnic relations in schools
  - d. internship teaching, directed teaching, practice teaching or student teaching at the community college level, or
5. An Associate's degree plus six years of appropriate occupational experience in each major subject matter plus twelve semester units of course work as described in section 4.2 (e) #4 plus six semester units of course work completed in an institution of higher education in any field in addition to the above requirements and assignment in a qualified vocational education program.

4.3 Column levels are as follows:

- Column I: Less than a Master's degree or Vocational Master's Equivalency
- Column II: A Master's degree or Vocational Master's Equivalency
- Column III: A Master's degree + 15 upper and/or graduate semester units; or Bachelor's degree + 45 upper division and/or graduate semester units including Master's degree; or Vocational Master's equivalency + 15 lower division units if member does not have a Bachelor's degree.
- Column IV: A Master's degree + 30 upper division and/or graduate semester units; or Bachelor's degree + 60 upper division and/or graduate semester units including Master's degree; or Vocational Master's Equivalency + 30 upper division and/or graduate semester units or 30 lower division units if unit member does not have a Bachelor's degree.
- Column V: A Master's degree + 45 upper division and/or graduate semester units; or Bachelor's degree + 75 upper division and/or graduate semester units including Master's degree; or Vocational Master's Equivalency + 45 upper division and/or graduate semester units or 45 lower division units if unit member does not have a Bachelor's degree.
- Column VI: A Master's degree + 60 upper division and/or graduate semester units; or Bachelor's degree + 90 upper division and/or graduate semester units including Master's degree; or Vocational Master's Equivalency +60 upper division and/or graduate units or 60 lower division units if unit member does not have a Bachelor's degree.
- Column VII: Earned Doctorate degree

5.0 Advancement on the Full-time Faculty Salary Schedule

5.1 Step Advancement

- 5.1.2 One increment (vertical step) will normally be granted to each unit member for each year of professional service in the District until the maximum is reached in the appropriate column. Failure to maintain high standards may result in deferment of the increment.
- 5.1.3 If a unit member becomes qualified for a new column, the placement will be in the new column at the step determined above.

5.2 Column Advancement

- 5.2.1 Fifteen (15) units of upper division and/or graduate semester units of course work are required for movement to a higher column on the salary schedule. Exceptions to the upper division requirement will be made in accordance with Section 5.6(a), "Lower Division Units," Section 5.6(b) "Credit for Workshops/Seminars," and Section 5.6(c) "Equivalencies to Course Work."
- 5.2.2 Course work must be earned from institutions of higher education accredited by one of the regional accrediting associations of the same nature and status as the Western Association of Schools and Colleges.

5.3 Approval of Units

- 5.3.1 Prior to undertaking course work, seminars, workshops, and equivalent course work, the unit member shall submit to the appropriate Vice President, the District form titled "Request for Approval of Units for Advancement on the Salary Schedule".
- 5.3.2 If a unit member's request for approval of units is denied, the unit member may appeal that decision to the District Superintendent/President. Further appeal may go to the Board of Trustees. The decision of the Board relative to appeal shall be final.
- 5.3.3 Approved course work must be completed with a grade of "C" or better to be applied for column advancement on the Faculty Salary Schedule.

5.4 Evidence of Completion

- 5.4.1 Upon completion of the course work, seminar, workshop, or equivalency, the unit member shall file appropriate evidence of completion with the Office of Human Resources/Employee Relations. Evidence of completion (grade card, transcript, CEU certificate, letter accepting manuscript or conference proposal, etc.) should be filed immediately, even if the work completed does not yet result in advancement to a higher column.

5.5 Criteria for approval of course work for advancement to higher column:

- (a) The course work being undertaken may be used to complete the requirements for a college degree needed in relation to employment by the District. In such case, the course work must be acceptable for meeting the requirements for the granting of that degree.
- (b) Course work that is not being undertaken to meet the requirements of a degree must represent the acquisition of new knowledge and/or skills which can be directly applied by the unit member to improvement of instruction or support services in the disciplines in which the unit member is qualified by law to perform services and is, or will be, performing services for the District.
- (c) If the administration requests that a unit member undertake course work in the interest of the District in terms of improvement of instruction or of operation of the District, the District Superintendent/President may recommend to the Board, and the Board may approve, payment to the unit member of fees charged for enrollment in the course and all or part of any necessary travel expenses directly related to class attendance.



- (d) If the District reimburses the unit member for any course work, seminar, workshop, or equivalent course work undertaken, other than that listed in Section 5.5 (c) for less than 50% of the cost, one half of those units may be used for movement to a higher column on the Faculty Salary Schedule.

5.6 Exceptions

A maximum of six (6) units of work may be accepted as part of the 15 units required for each column advancement on the salary schedule from the following areas, with no more than three (3) units in any one category:

- (a) Lower Division Units: Units may be taken at Antelope Valley College or any other accredited college or university. Exceptions to the six (6) unit limit on lower division course work will be made when the unit member does not have a Bachelor's Degree, as specified on the Faculty Salary Schedule and Section 4.3-Column Placement.
- (b) Workshops and Seminars: Units may be granted for attendance at workshops and seminars including training completed through the Faculty Academy. Unit credit for attending workshops and seminars is based on the following formula:  
  - Ten (10) hours to earn one (1) unit of credit with prior approval for job-related work.
- (c) Equivalencies to Lower Division Course Work:
  - (1) Professional Continuing Education Units (CEU's) or other courses required to maintain a professional license or certification.
  - (2) Publications in scholarly journals and materials prepared for presentations to conferences of peers.
  - (3) Development of instructional materials.
  - (4) Research in the unit member's professional field or other professional growth activities.
  - (5) Development of professional teaching skills courses for faculty members.
  - (6) Attendance of methods of professional teaching courses.
  - (7) Attendance of conferences related to professional methods of teaching.

5.7 Notification/Verification

On or before June 1 of each year, unit members shall file with the Office of Human Resources/Employee Relations, District form "Verification of Salary Placement," which indicates movement on the faculty salary schedule to a higher step or column if applicable. It is the responsibility of the unit member to notify the Office of Human Resources of any error in computation or salary placement.

5.8 Movement to a Higher Column

5.8.1 Unit members who qualify to move to a higher column on the salary schedule by receiving pre-approval and submitting evidence of completion of sufficient course work, seminars, workshops or equivalent work, must verify salary placement with the Office of Human Resources as follows:

10-month unit members/11-month unit members

Prior to August 15. Credit verification received by the unit member between August 15 and September 15 may be submitted to the Office of Human Resources no later than September 15 and payroll adjustments will be made for the August payment. No changes will be made after September 15.

12-month unit members

By July 15



- 5.8.2 Change of salary for 10-month and 11-month pay unit members shall be effective at the beginning of the academic year in which verification is received. Change of salary for 12-month pay unit members shall be effective at the beginning of the fiscal year in which verification is received. The Board of Trustees, at its next regular meeting, shall allow adjustments in salary for change in column by qualified applicants.

6.0 Supplemental Assignments

- 6.1 Regular full-time unit members having a full load of fifteen (15) lecture hour equivalents who accept and perform additional services of benefit to the District will receive supplemental pay through payroll procedures established for payment of supplemental services.
- 6.2 Services for which supplemental pay will be made include the following:
- (a) Substitute teaching, day or evening, at the appropriate hourly rate of pay established for adjunct/overload instruction.
  - (b) Teaching of courses offered in the regular program on an “overload” basis (hours beyond fifteen (15) LHE) at the appropriate hourly rate of pay established for adjunct/overload instruction.
  - (c) Advisement of students under the direction of the Vice President, Student Services as part of the registration process, at the appropriate hourly rate of pay established for adjunct/overload instruction.
  - (d) Unit members on the Faculty Salary Schedule who are assigned to perform services on either a full-time or released time basis as counselors in the counseling section, and who are requested by the Vice President, Student Services to perform counseling services outside the period of time covered by their basic contract may be paid for such service on an hourly rate established through the Adjunct/Overload Salary Schedule.
  - (e) All other special service rendered such as coaching, band direction, music direction, theater direction, etc., shall be paid at the rate of pay established during the budget-making process each year.
  - (f) Senate President will receive a summer stipend of hourly pay equal to 52.5 hours. Honors Coordinator will receive a summer stipend of \$1,500.
  - (g) Teaching independent study courses shall be paid at the rate of \$75 per student per unit.

7.0 Miscellaneous Provisions

- 7.1 The Superintendent may authorize the expenses of travel of unit members in performance of their assigned duties. Expenses so authorized will be ratified by the Board of Trustees at the next regular meeting pursuant to established Board policy.
- 7.2 Funds received for the administration of tests by unit members shall be paid to the District if the tests are administered during the person’s regularly assigned hours on campus or if the test materials utilized are the property of the District.

8.0 Faculty Academy

- 8.1 The District agrees to provide a salary incentive for faculty who complete District approved training focused on the improvement of teaching skills and other topics related to faculty professional development.
- 8.2 Fifty hours of instruction shall result in advancement to Column II on the adjunct/overload salary schedule. Column II shall reflect a 2% salary increase over Column I. Nine units of course work at an accredited college or university may replace the 50-hour requirement with prior approval of the vice-president of academic affairs.
- 8.3 Full-time faculty may use hours taken through the faculty academy to satisfy the workshop/seminar category for advancement on the full-time salary schedule.

8.4 The faculty academy shall be coordinated by a faculty member, who shall be granted reassigned time as determined by the vice president of academic affairs. The faculty coordinator shall work in conjunction with the academic senate and the vice president of academic affairs in putting together a program.

9.0 Coaching Compensation

9.1 All intercollegiate athletic courses shall carry a weekly load factor of 1 hour = .5 LHE

9.2 Head Coaches

9.2.1 Full-time/Part-time permanent

- a. Shall receive 5.0 LHE load for each intercollegiate class taught (.5 LHE/weekly hour)
- b. Shall receive an additional two weeks salary on load for work done outside of the class time during competition and during summer or intersession in preparation for the season. Schedules shall be arranged with the athletic director.
- c. Shall receive 2.0 LHE on load for promotion and recruiting of each sport. Sports with combined men's and women's teams shall be treated as one team for purposes of promotion and recruiting.
- d. Head basketball coaches shall receive 5 days extra pay.

9.2.2 Adjunct

- a. Shall receive hourly compensation consistent with adjunct pay for other courses for teaching the intercollegiate athletic class (10 hours per week x number of weeks of the class x hourly rate)
- b. Shall receive a stipend of \$3,100 for work done outside of class time during competition and during summer or intersession in preparation for the season. Schedule shall be arranged with the athletic director.
- c. Shall receive compensation equal to 52.5 hours pay at the appropriate hourly rate for promotion and recruiting. Sports with combined men's and women's teams shall be treated as one team for purposes of promotion and recruiting.

9.2.3 Football

Compensation for head football coach will be governed by the language in the collective bargaining agreement for head coaches.

9.3 Assistant Coaches

Full-time/part-time permanent

- a. Shall receive 3.75 LHE on load for each team coached for full semester assignment; 1.9 LHE on load for each team coached for half semester assignment (spring basketball).
- b. Full-time assistant football and basketball coaches shall receive 5 days pay pro-rated on full-time salary schedule for work done the week before practice begins (football) or during intersession (basketball).
- c. Shall receive a stipend of \$2,500 for work done outside of class time during competition. Schedule shall be arranged with the head coach.
- d. Shall receive 2 LHE on load for promoting and recruiting.

Adjunct

- a. Shall be compensated 75% of their hourly rate for 10 hours per week times the number of weeks of sanctioned practice and for the length of the season.
- b. Shall receive a stipend of \$2,500 for work done outside of class time during competition. Schedule shall be arranged with the head coach.

- c. Shall receive 26 hours pay for promotion and recruiting.
  - d. Assistant football coaches shall receive stipend of \$327.35 for work done the week before practice begins.
- 9.4 Stipends shall receive the same percentage increase as the faculty salary schedule.
- 9.5 Full-time trainer and academic advisor shall receive an additional month of compensation on salary for work done during summer and intersession. Faculty member and athletic director shall mutually agree on the schedule that allows for reasonable vacation time. For this compensation, they will work 20 additional days. They will each be awarded an additional day of sick leave.
- 9.6 District and AVCFT will review this agreement if the academic calendar changes.
- 9.7 The following lists the length of the season and sanctioned practice for each sport:

Baseball	13 weeks
Basketball	18 weeks
Cross Country	9 weeks
Football	13 weeks
Track	13 weeks
Volleyball	13 weeks
Softball	13 weeks
Soccer	13 weeks
Football	13 weeks
Golf	13 weeks

**ARTICLE X**  
**FACULTY ASSIGNMENT**

1.0 Classroom Faculty Workload

- 1.1 The teaching load of each full-time contract and regular instructor is thirty (30) lecture hour equivalents (LHE) during the academic year.
- 1.2 The Office of Academic Affairs shall maintain the Master List: Course Workload. The list shall include the title, the number of baseline instructional hours and LHE for each course the college offers.
- 1.3 The baseline instructional hours and LHE for each course shall be calculated as follows:

Step One: Baseline instructional hours—when proposed to AP&P, the course proposal form shall list the number of hours the course meets weekly based on a 17.5 term length multiplier. (The baseline hours for a course that meets 3 hours weekly equals 52.5 hours; a short-term course that meets 32 hours over the entire semester is considered to meet 1.8 hours weekly.)

Step Two: LHE = total weekly hours x workload factor

Workload factors:

Lecture	1.0
Lab	.67
Lecture-Lab	.825
Intercollegiate Athletics	.5

If 60% or more of the total baseline hours are lecture, all hours are calculated at the lecture rate. If less than 25% of the total baseline hours are lecture, all hours are calculated at the lab rate. If the percentage of lecture hours is less than 60% but greater than or equal to 25% of the total baseline hours, all hours are calculated at the lecture-lab rate.

- 1.4 The total number of hours/minutes of actual scheduled instruction during any instructional period may vary up to 4% due to scheduling variations (intersession, summer session, double 8, short-term, condensed calendar etc).
- 1.5 Load (LHE) for all sections of the same course shall be the same, regardless of differences in total instructional minutes because of scheduling (i.e. all sections of English 101, Math 050, or Business 101).
- 1.6 Adjunct/overload pay for classroom work will be based on the LHE listed for the course on the Master List.
- 1.7 Class hours scheduled during fall and spring semesters will be as close to the total baseline hours as possible, taking into account the desire to begin and end classes on 5-minute increments.

1.8 Definitions of Modes of Instruction:

LECTURE--The instructor is in direct interaction with the entire class at the same time. Any instructional mode deemed appropriate by the instructor and consistent with the course objectives may be used for this direct interaction so long as that mode requires the instructor's interaction with the whole class.

LAB--The instructor supervises learning activities and works with students individually or in small groups.

2.0 Non-classroom Faculty Workload:

2.1 The workload of each 10 month full-time contract and regular non-classroom faculty member is 1225 hours during the academic year (612.5 hours per semester).

2.2 The workload of each 11 month full-time contract and regular non-classroom faculty member is 1365 hours during the fiscal year.

2.3 The workload of each 12 month full-time contract and regular non-classroom faculty member is 1715 hours during the fiscal year.

3.0 Duty-Hours of Unit Members

3.1 (a) All full-time classroom faculty shall have a workweek of not less than 30 hours.

(b) All full-time, non-classroom faculty shall have a workweek of not less than 35 hours.

3.2 For classroom faculty, these hours shall be spent in the following manner:

15 LHE in the classroom

- Five (5) hours of classroom preparation
- Post and maintain five (5) office hours per week
- 1-5 hours for District/community service and shared governance

3.2.1 Courses scheduled on Friday evening or Saturday may be assigned as part of a full-time faculty member's base load. College administrators will make every effort to assign full-time faculty members to Friday evening or Saturday courses and locations on a volunteer basis.

3.2.2 Full-time faculty who are assigned to teach courses on Friday evening or Saturday shall be rotated term to term except by mutual consent between the faculty member and supervising college administrator.

3.3 Counselor Duty Assignments

3.3.1 10 month Counselor Duty Assignments

The total number of hours worked during the academic calendar shall not exceed the total workload defined in section 2.0. The number of hours worked per week may vary depending on the academic calendar. The hours shall be spent in the following manner:

1 hour per week - program development

10 hours per week - preparation, District/community service and shared governance.

Remaining hours (currently 25 per week under the 17-week condensed calendar) to be distributed evenly across the academic calendar: Direct student contact in the areas of teaching guidance classes, counseling/advisement appointments, registration, orientation

and presentations, workshops, seminars, and walk-in counseling activities. Student contact hours may be reassigned to other duties such as program development.

3.3.2 11 month Counselor Duty Assignments

The total number of hours worked during the academic calendar shall not exceed the total workload defined in section 2.0 The number of hours worked per week may vary depending on the calendar. The duty hours shall be assigned in accord with either item (a) or item (b) below. By April 1 each year, the counseling faculty member on an eleven month contract must select duty assignment (a) or (b) for the following academic or fiscal year.

Duty Assignment (a):

Eleven month counselor duty assignments shall be the same as 10 month assignments during the fall and spring semesters of the regular academic calendar.

The additional 20 days represent 100 hours of additional scheduled time (direct student contact, teaching guidance classes etc.). The faculty member and supervisor shall meet to determine the work schedule for these hours outside the regular academic calendar within the fiscal year. If mutual agreement is not reached, the matter shall be referred to the supervisory vice-president for a decision.

Duty Assignment (b):

Eleven month counselor duty assignments shall be 20 days more than 10 month assignment, representing 100 hours of additional scheduled time (direct student contact, teaching guidance classes, etc.), and duty assignments days can be scheduled anytime during the fiscal year from July 1 to June 30.

The faculty member and supervisor shall meet to determine the work schedule for these hours. If mutual agreement is not reached, the matter shall be referred to the supervisory vice-president for a decision.

3.3.3 The duty hours of the Athletic Advisor shall be the same as 11- month counselor assignments, Duty Assignment (b)

3.3.4 12 month Counselor Duty Assignments

The total number of hours worked during the academic calendar shall not exceed the total workload defined in section 2.0. The hours shall be spent in the following manner

1 hour per week - program development

10 hours per week - preparation, District/community service and shared governance.

24 hours per week: Direct student contact in the areas of teaching guidance classes, counseling/advisement appointments, registration, orientation and presentations, workshops, seminars, and walk-in counseling activities. Student contact hours may be reassigned to other duties such as program development.

3.3.5 The duty assignment of all subsequent counseling hires will be based on the job announcement

3.4 All Other Non-classroom, Non-counseling Faculty Duty Assignments

- 3.4.1 10 month non-classroom, non-counseling faculty  
 The total number of hours worked during the academic calendar shall not exceed the total workload defined in section 2.0. The number of hours worked per week may vary depending on the calendar. Five (5) hours per week shall be for District/community service, shared governance and preparation. The faculty member and supervisor shall meet to determine the work schedule for the remaining scheduled hours before each semester/term begins. If mutual agreement is not reached on the work scheduled, the matter shall be referred to the supervisory vice-president for a decision. The District shall allow "compensatory time" flexibility in scheduling in the course of the semester to allow for unusual work weeks (e.g., performances, fair, Saturday trips or unforeseen circumstances).
- 3.4.2 The Learning Disabilities Specialist shall have a workload of an 11-month, non-classroom faculty member with 195 duty days. During the academic calendar, the duty hours shall be those of a 10-month, non-classroom, non-counseling faculty. The remaining 20 days (120 hours) shall be scheduled by mutual agreement between the faculty member and the immediate supervisor. If mutual agreement is not reached, the matter shall be referred to the supervisory vice-president for a decision.
- 3.4.3 12-month non-classroom, non-counseling faculty  
 The assignment shall be for thirty-five (35) hours per week. Five (5) hours shall be for District/community service, shared governance and preparation. The faculty member and supervisor shall meet to determine the work schedule for the 30 scheduled hours before each semester/term begins. If mutual agreement is not reached on the work scheduled, the matter shall be referred to the supervisory vice-president for a decision. The District shall allow "compensatory time" flexibility in scheduling in the course of the semester to allow for unusual work-weeks (e.g., performances, fair, Saturday trips or unforeseen circumstances).

3.5 Overload Limits

- 3.5.1 Classroom faculty may not teach beyond their regular full-time assignments more than six (6) LHE, except by mutual agreement between the faculty member and the supervising college administrator.
- 3.5.2 Faculty shall not teach beyond their regular full-time assignment for the purpose of extra pay (overload) until their regular assignment has been fulfilled.
- 3.5.3 Faculty may not be assigned to extra pay academic assignments without prior approval from their immediate supervising college administrator and academic dean having jurisdiction over the assigned academic course(s).
- 3.5.4 Non-classroom faculty may not work for more than 40% beyond their full-time assignment, except by mutual agreement between the faculty member and the supervising college administrator.

4.0 Reassigned Time

- 4.1 The governing board shall award to each of the following no less reassigned time than the number of LHE stated in this section. This list shall not limit the ability of the District to assign reassigned time to unit members for responsibilities not included in this section:

Academic Senate President	9 LHE/semester
Honors Program Chair	6 LHE/semester
Flex Program Chair	6 LHE/semester
Tenure Review Committee Chair	.5 LHE/semester
Program Review Coordinator	6 LHE

AP&P Co-chair	6 LHE	
Tenure Review Coordinator		
<u>No. of Committees</u>	<u>Fall</u>	<u>Spring</u>
1-9	3 LHE	3 LHE
10-21	6 LHE	3 LHE
22-35	9 LHE	6 LHE
36+	12 LHE	6 LHE

4.2 Reassigned time for the aforementioned activities is subject to budget considerations that impact program continuation and can be discontinued at any time.

4.3 Duty Hours for Unit Members Having Reassigned Time

Unit members who receive reassigned time shall have a proportionate reduction in the 30/35-hour workweek, respectively. For each 3 LHE of reassigned time, the number of office hours shall be reduced by one hour and the number of hours for preparation shall be reduced by one hour. Each 3 LHE of reassigned time granted therefore represents 5 hours of time to be spent on the task for which the reassigned time is granted.

5.0 Load Shortfall

If a full-time instructor’s assigned teaching load is reduced because a class is cancelled, because a late class change occurs that results in fewer LHE or because the size of the overenrolled course is not enough to fill the entire required load, the instructor may be reassigned to any one or more of the following to complete his/her workload:

- a. Instruct another class (total semester load not to exceed 16 LHE without the instructor’s agreement)
- b. Curriculum development project
- c. Other comparable assignment

Such assignment shall normally be completed either immediately or within the subsequent two (2) semesters, but may be extended at the District’s discretion in exceptional circumstances.

6.0 Load Balancing

If a full – time instructor’s assigned teaching load does not equal 30 LHE for the year but is at least 28 LHE, the instructor and dean — with the approval of the vice-president of academic affairs — shall work out another comparable assignment to be completed immediately or with the subsequent two semesters. Comparable assignments can include teaching another class or curriculum development projects.

7.0 Equivalency of Non-Classroom to Classroom Workload

For counselors, 28 hours of student contact equals 1 LHE. For all other non-classroom faculty, 34 scheduled hours equals 1 LHE. This formula shall be used to adjust workloads for non-classroom faculty teaching classes on load, working on reassigned time positions, and for overload banking.

8.0 Duty Days of Unit Members

8.1 Ten-month pay unit members shall have 175-177 work-days (academic calendar). Ten of these workdays shall be flex days and shall be completed in accordance with the guidelines set by the flex committee.



8.2 Eleven-month pay unit members shall have 195-197 work-days (20 days beyond the academic calendar.) Ten of these workdays shall be flex days and shall be completed in accordance with the guidelines set by the flex committee.

8.3 Twelve-month pay unit members shall have 222-224 workdays. Ten of these workdays shall be flex days and shall be completed in accordance with the guidelines set by the flex committee. The number of duty days for unit members employed on an 11 month or 12 month contract cannot be modified without negotiation.

8.4 The number of duty days for unit members employed on an 11 month or 12 month contract cannot be modified without negotiation.

8.5 Flex Requirements

8.5.1 Classes exempt from flex obligation:

Classes that are not weekly census classes do not include a flex obligation as the baseline number of instructional hours is not reduced through scheduling. Classes typically exempt from flex obligations are summer session and intersession classes and all classes held during fall/spring semester that do not meet for the full term.

8.5.2 Faculty on 12-month contracts:

Faculty on 12 month contracts, like all other full-time faculty, account for 10 of their contractual workdays by fulfilling their flex obligation. They must, therefore, be released from regular duties for 10 of their scheduled workdays. These days may be but are not required to be the days scheduled as flex days on the AVC Academic Calendar. The faculty member and supervisor shall designate which work days shall be the 10 flex days in the process of setting up the unit member's work schedule for the session/term.

8.6 Vacation

12-month unit members shall receive 22 days of vacation per year, to be granted each July 1. 12-month unit members may accumulate a maximum of 44 days of vacation with the exception that any unit member who has accumulated a number of days greater than 44 on June 30, 1997, may use the number accumulated as of June 30, 1997 as his/her maximum number of days.

8.7 12-Month Unit Members

EOP&S Program Manager, matriculation counselor, head librarian, technical services librarian, transfer center coordinator, math learning specialist, and academic learning specialist shall be employed as twelve-month pay unit members.

9.0 Adjunct Faculty

9.1 All adjunct faculty will be given semester contracts specifying the number of hours of employment for the regular session, intersession and summer school, including short-term courses.

9.2 Conditions of Employment

Conditions of employment related to minimum class size, length of service, rate of pay, and assigned duties shall be fixed by contractual provisions.

9.3 Evaluation

Evaluation will be in accordance with Article VIII, Tenure & Evaluation.

9.4 Temporary

If the District hires an academic "temporary" employee, the written statement shall clearly indicate the temporary nature of employment and the length of time for which the person is being employed. If the written statement does not indicate the temporary nature of employment, the academic employee shall be classified as a contract employee.

9.5 Parity

Parity is defined as a determination by the Antelope Valley College Federation of Teachers and the Antelope Valley Community College District that the ratio of the District assigned, directed

and required kind of work services, employment status and salary for Part-Time Faculty is in a ratio which is substantially comparable to that of Full-Time Faculty.

9.6 Office Hour Program for Temporary Faculty

- 9.6.1 This is a program beginning with the fall semester 2003 that provides compensation to temporary faculty during the fall and spring semesters and to all faculty teaching during intersession and summer session for holding office hours. Non-classroom faculty are not eligible for the office hour program. This program will continue in effect through spring 2007 and may be continued based on an evaluation of the program with agreement of the AVCFT and the District.
- 9.6.2 Compensation will be provided at the rate of six hours per term for faculty teaching at least 3 LHE's, twelve hours per term for faculty teaching at least 6 LHE's, and eighteen hours per term for faculty teaching at least 9 LHE's.
- 9.6.3 Pay shall be based on the adjunct office hour rate and shall be paid as part of the final paycheck for the semester.
- 9.6.4 Faculty who wish to participate in the program shall establish a regular schedule of office hours that will be listed on the course syllabus. Faculty shall inform the dean in writing of their desire to participate and of the scheduled time by the end of the first week of the semester or session.
- 9.6.5 The scheduled office hour/s shall be held in reasonable proximity to the class in time and place and held regularly throughout the scheduled class meetings.
- 9.6.6 Should the special state funding for this program fall below 50% of the cost, the Federation and the District agree to reopen negotiations.
- 9.6.7 These office hours do not count toward the 60% FTE limit in Education Code 87882.

10.0 Classification

All unit members shall be classified according to the following categories at the time of employment.

10.1 Contracts of Employment

Applicants employed to serve in positions requiring certification qualifications for the first academic year of employment or portions thereof shall be employed by written contract. The issuance of written contracts by the Board in subsequent years shall be optional.

10.2 Contract (Probationary) Employee

A contract employee is an academic person employed on the basis of a contract for at least 75 percent of the days the College was maintained for not more than four years. A contract employee who has served more than 75% of the number of hours considered a full-time assignment for regular employees with similar duties shall be deemed to have served a complete school year. (EC 87470)

10.3 Regular (Tenured) Employee

A regular employee is an academic faculty member who has been employed as a contract employee for four years and has been offered employment for the fifth year unless earlier tenure is approved in accordance with the Tenure and Evaluation Policy. (87610)

10.4 Part-Time Employee

A part-time employee is a contract or regular employee employed for less than 75% of the days the College is maintained. (87612)

10.5 Temporary Employee

- (a) Academic persons, other than substitute, employed to serve day to day for the first three months of any school term to instruct temporary classes not to exist after the first three months of school (EC 87480).
- (b) Academic persons employed for not more than 20 working days to prevent stoppage of District operation when an emergency arises and applicants are not immediately available for contract classification (EC 87480).

- (c) Academic persons employed for at least one semester but not more than one year to replace contract or regular employees currently absent from service of the District (EC 87481)
- (d) Academic persons employed for at least one semester but not more than one year as a result of higher enrollments (EC 87482).
- (e) Academic persons employed to teach for not more than 60% of the hours per week considered full-time assignment for regular and contract employees (EC 87482).
- (f) Academic persons employed to fill positions held by contract and regular employees currently absent from service (EC 87478).
- (g) Academic persons employed after September 1 for the remainder of that school year in which no contract employees are available. (EC 87478).
- (h) Pay given to temporary faculty members as reassigned time for serving as union officers or representatives will not count towards load for purposes of the 60% rule (EC 87483 and 87482.5)

11.0 Intersession

- (a) Intersession refers to the period between fall and spring semesters.
- (b) Work done by adjunct faculty does not count towards the 60% load restriction as that restriction applies only to fall and spring semesters.
- (c) Such assignments shall be voluntary on the part of full-time faculty members.
- (d) Faculty shall be limited to teaching 6 LHE.
- (e) Classes taught during intersession shall be treated like summer session. The same provisions for sick leave, withdrawal of classes etc. shall apply.

12.0 Calendar

12.1 All issues related to the calendar (starting and ending dates of the semester, summer session and intersession; starting and ending class times; holidays; flex days; orientation; parts of term; days counted as instructional days) shall be referred to the Calendar Committee, a campus-wide standing committee. The committee will have co-chairs consisting of the vice-president of student services and either the AVCFT or AVCFCE representative in alternate years. Each year, the committee shall recommend a calendar to the presidents of the District, AVCFT and AVCFCE for final approval through a memorandum of understanding in time to meet the College's scheduling timelines.

12.2 Law of Unintended Consequences

Though we have tried to anticipate all of the contractual ramifications of the move from a 17-week calendar to a 16-week calendar, there will likely be some problems and issues arising from this shift that we have not yet foreseen. In recognition of this fact, the Union and the District agree to work together to solve all contractual problems connected with the calendar in an amicable way, as quickly and efficiently as possible, even if this supersedes the usual negotiations process of full negotiations and re-openers. This does not preclude the possibility of negotiating any contract items.

**ARTICLE XI**  
**WITHDRAWAL OF CLASSES**

- 1.0 Minimum class size is 20 or 80% of the class maximum, whichever is smaller.
- 2.0 Cancellation of classes
- 2.1 If the minimum class size is met by one week before the beginning of its respective part of term, the class will meet as scheduled.  
Part of Term: A defined unit of time within which a course is scheduled. For example, Part of Term #1 is the full term; #2 is the first 8-week session; #3 is the second 8-week session; #4 is a 5-week session and so on.
- 2.2 Classes with fewer than 15 students enrolled one week before the beginning of each part of term may be cancelled. Those not cancelled will be held until four days before each part of term. Classes with at least 15 students but fewer than the minimum class size will be kept until four days before each part of term. These classes may be cancelled no more than one day before the beginning of each part of term if they do not meet the minimum class size.
- 2.3 Classes that do not meet the minimum class size may be allowed to meet on the first class meeting. If the minimum class size is not met after the first meeting, the class may be cancelled in consultation with the dean, vice-president and faculty member if two of the three agree to cancel it.
- 3.0 Exceptions to the above are:
- 3.1 Independent Study. The vice president of academic affairs must approve the independent study classes, which shall be offered in a manner consistent with approved guidelines developed by the AVCFT and the vice president of academic affairs. (see Article IX, Section 6.2.g)
- 3.2 Programs that are to be discontinued. Decision is to be made mutually by the vice president academic affairs, the division dean, and the appropriate faculty. Recommendations from program review must be considered in decisions to discontinue programs.
- 3.3 College newspaper course.
- 3.4 Classes with enrollment limits that are less than the minimum class size.
- 3.5 Full-time instructors who need to make load and no other courses are available. Available courses may include those that have been assigned to an adjunct faculty member.
- 3.6 Honors courses. The vice president academic affairs and Honors Committee shall mutually determine the number of honors courses to be offered each semester.
- 4.0 Any requests for additional exceptions will be decided by the vice president of academic affairs in consultation with the president of AVCFT and the academic senate president.
- 5.0 When a minimum class size is not met, AVCFT will be notified of the withdrawn course and the number of students enrolled at the time of withdrawal within a week after the classes are withdrawn. AVCFT will be notified of classes that were cancelled after the first class meeting and the number enrolled.
- 6.0 The District and the Federation agree to negotiate class size if the issue is not resolved in the shared governance process.
- 7.0 Maximum class size shall be limited to the number of workstations or physical limitations of the facility as made by the District or the class maximum as set by the Academic Policies and Procedures Committee. In no case shall the maximum classroom occupancy exceed maximum allowable occupancy as established by the fire agency having jurisdiction over the facility where courses are being scheduled.

8.0 Wait List and Enrollment Procedures

The District and the Union agree that it is in the best interest of the college to enroll the maximum allowable number of students in all classes, especially before the census date. The number of students enrolled should not exceed the maximum allowable, both for safety and pedagogical reasons. The District and the Union also agree that it is pedagogically sound to allow classroom faculty control over who enrolls in their courses once those courses have met for the first time.

To these ends, the District and the Union have constructed a procedure for the enrollment of students from the first day of class until census date. This procedure requires that:

- a. If a class has not reached its maximum enrollment on the first day, the faculty must add students until that maximum is reached.
- b. If the class has reached its maximum enrollment by the first day, the faculty must create a waiting list of 20% of the course maximum, from which to add students until the census date in case of no shows and drops.
- c. Once a class has met for the first time, no one will be added to a class without the express permission of the faculty member.

Once the procedure is written and agreed to, it may undergo revision without the need for a formal MOU, so long as the above principles are adhered to. However, both sides agree that in the interest of good communication and implementation, the administration will discuss revisions with the Union before implementing them.

**ARTICLE XII**  
**OVERENROLLED CLASSES**

1.0 An overenrolled class is a class that is allowed to enroll more students than the maximum class size as set by the Academic Policies and Procedures Committee. Overenrolled classes will be scheduled only by mutual agreement of the Vice President Academic Affairs, the dean and the faculty involved. Such arrangements will be made prior to or during registration, and the enrollment limits at registration shall reflect the over-enrollment maximum rather than the maximum class size. The instructor and dean must sign the “Agreement to Offer an Overenrolled Class” and file it with the Office of Academic Affairs (see appendix). LHE credit for overenrolled classes will be determined based on enrollment at census date and will be granted as follows:

(3 LHE class)

1-20% overenrolled	no additional LHE granted	0
>20% - 25% overenrolled	additional 20% of LHE granted	.5
>25% - 45% overenrolled	additional 35% of LHE granted	1.0
>45% - 65% overenrolled	additional 50% of LHE granted	1.5
>65% - 85% overenrolled	additional 65% of LHE granted	2.0
>85% - 90% overenrolled	additional 85% of LHE granted	2.5
>90% overenrolled	additional 100% of LHE granted	3.0

(The percentages are the amounts to be applied. The LHE listed are as an example and work only for a 3 LHE course. LHE will in any event be rounded up to the nearest ½ LHE.)

- 2.0 The maximum number of additional LHE for any overenrolled class is an additional 100% of the class LHE value.
- 3.0 Lecture classes which have lab sections shall be overenrolled only in increments equal to a full laboratory section.
- 4.0 If the enrollment limits used at registration are not in accordance with the AP&P maximum class size, the maximum class size shall be brought into accordance with the current practice.
- 5.0 The District and Federation agree to negotiate increased dollars for over-enrolled classes when the class size issue is resolved.

**ARTICLE XIII**  
**FEDERATION RIGHTS**

1.0 Reassigned Time

- 1.1 The District shall provide 12 LHE of reassigned time for purposes of representation, implementation of this agreement, attendance at official union meetings and conferences related to union business, Federation representation on governance committees and on-going resolution of outstanding issues as reflected in memoranda of understanding and contractual changes negotiated through committees such as Tenure and Evaluation. The Federation President may allocate any portion of the aforementioned 12 LHE of reassigned time to any Federation representative to carry out the aforementioned duties.
- 1.2 The District shall provide 9 LHE—reassigned time for up to four full-time members of the Federation’s negotiating team during any semester in which the District and the Federation are negotiating a future agreement. The Federation President may allocate any portion of this amount among the negotiating team’s members. Should an adjunct unit member be part of the Federation’s negotiating team, that unit member shall be compensated for each hour spent in negotiations plus two (2) hours of preparation time for each complete negotiation session attended. These hours shall not be considered a part of the adjunct member’s load.
- 1.3 The District agrees to grant the Federation the right to purchase additional reassigned time of up to 5 LHE at the cost of the adjunct/overload rate, class II, step 1 upon notification by November 1 for spring semester and June 1 for fall semester.
- 1.4 Notification of the designated unit members and amount of reassigned time shall be submitted to the District by June 1 of each year for the fall semester and by December 1 for the spring semester.

2.0 The Federation shall have the right to use bulletin boards, mail boxes (so long as postal regulations are not violated), institutional facilities and equipment, provided that such use does not interrupt normal District or campus operations. The Federation may distribute or leave for pickup on District property organizational literature or Federation publications provided they do not interfere with District business. No one shall be allowed to distribute handouts in a manner that distracts employees who are on the job performing their duties. Literature and similar materials may be distributed or left for pickup in coffee rooms, faculty rooms, dining room or other designated site locations. The Federation may contact employees on the college campus provided they do not interfere with employees performing their work. The District will allot up to 300 copies per month on the administrative copier to facilitate communications between the District and the Federation.

3.0 The District shall provide the Federation with a list of the names, addresses, and division of all unit members within 15 days of a written request to the extent allowed under Governance Code 6254.3. The District shall also provide the home phone numbers unless the unit member has requested in writing that it be kept confidential.

4.0 The District shall post a copy of the Agreement within thirty (30) days of ratification by both parties on the AVC web site, if technology permits. The Federation shall be provided twenty (20) spiral-bound copies for use by the Federation.

5.0 Any faculty member who is a member of the Federation or who has applied for membership may sign and deliver to the District an assignment authorizing deduction of Federation dues or assessments. The Federation and the Board agree that any unit member who is a member of the Federation at the time this Agreement becomes effective or who enrolls during the term of the Agreement shall maintain such membership from year to year unless revoked in writing. The District shall, pursuant to such, deduct one-tenth (1/10th) such dues from the regular salary check of the faculty member each month.

- 6.0 With respect to all sums deducted by the District pursuant to authorization of the unit member for membership dues or assessments, the District agrees promptly to remit monthly, within a reasonable time following the date of deduction of the faculty member's pay warrant, such monies to the Federation's designee, accompanied by an alphabetical list of faculty members for whom such deductions have been made which indicates the amount deducted for each such faculty member.
- 7.0 The Federation agrees to furnish any information necessary for the District to fulfill the provisions of this Article.
- 8.0 Pay given to temporary faculty members as reassigned time for serving as union officers or representatives will not count towards load for purposes of the 60% rule (EC 87483 and 87482.5)
- 9.0 The District agrees to provide the faculty and classified unions with space in APL 116C. The union will pay for cost of keys and for rekeying of the lock. The District will make access by key restricted to the minimum number of people outside of those designated by the union.



**ARTICLE XIV**  
**GRIEVANCE POLICY**

1.0 Purpose

It is the intent of the parties to promote and improve their relationship by encouraging the prompt and informal resolution of all problems arising during the duration of this Agreement. Accordingly, it is the purpose of this grievance procedure to provide an orderly means by which all grievances can be resolved in an expeditious, amicable, and decisive manner.

2.0 Definitions

2.1 Grievance

A grievance is a complaint by any unit member alleging that the employer (AVCCD or its representatives) has violated a term of the written employment contract agreed to by the Board and the recognized faculty bargaining agent. A grievance may be filed by a member of the unit on his /her own behalf or by the Federation on behalf of the Federation or on behalf of a member(s) of the unit.

2.2 Designated Representatives

Either party may select no more than two other District employees as representatives who may be present at each step of the grievance. Such representatives may not include an attorney.

2.3 Days

Any reference to days shall mean instructional days during the regular academic year as listed on the annual school calendar.

2.4 Immediate Administrator

The immediate administrator is the lowest level administrator having immediate jurisdiction over the grievant.

2.5 Appropriate Administrator

The administrator having immediate jurisdiction over the issue being grieved.

3.0 General Provisions

3.1 Time Limits

Except by mutual agreement, all grievances must be processed within a reasonable time not to exceed the time limits specified at each step of the Grievance Procedure. Failure of the employer to follow any step of the procedure or to facilitate adherence to the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of the procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be an acceptance of the decision rendered at that step.

3.2 Information

All data, records, information, and identification of parties necessary to the processing of a grievance shall be made available to the appropriate parties in an expeditious and timely manner. All documents, communications and records dealing with the processing of a grievance which are not normally kept in the personnel file will be kept in a separate grievance file and will not be kept in the personnel file of any of the participants.

3.3 No Reprisal

There shall be no reprisal against a unit member for filing a grievance or assisting a grievant in the grievance procedure.

3.4 Grievance Form

The grievance form shall be furnished by the District and must include, but is not limited to, the following information:

- (a) full name(s) of grievant(s)
- (b) specific article or section of the Agreement alleged to have been violated

- (c) the date(s) and nature of the action grieved and how it violated the above-described provision of the Agreement
- (d) how the unit member(s) was/were adversely effected
- (e) the remedy requested
- (f) signature(s) of the grievant(s)

3.5 Written Record

In reviewing a grievance or during a grievance appeal, no person involved in resolving the grievance will consider any written materials other than those submitted and made available to both parties as part of this procedure.

- 3.6 If a grievance arises from action or inaction on the part of a member of the administration at a level above the immediate administrator, the aggrieved party may submit such grievance in writing directly to the vice president of the area or to the Superintendent/ President. A copy of the grievance shall also be submitted to the Federation. Processing of such grievance shall commence at Level Two or Three.

3.7 Federation Rights

The Federation shall receive a copy of all grievances and appeals within three (3) days of the filing of the grievance/appeal and shall receive a copy of all decisions within three days of rendering of same.

4.0 Procedures

4.1 Informal Meeting

Within 20 days from the time the grievant knew or reasonably should have known of the event, the aggrieved party shall make every attempt to resolve the grievance with the immediate/appropriate supervisor on an informal basis. If the problem is not resolved to the satisfaction of the grievant within a reasonable period of time, but not longer than 20 days after initiation of the informal resolution process, the grievant may proceed to Level One: Formal Grievance.

4.2 Level One: Formal Grievance

4.2.1 Within twenty (20) days after initiation of an informal resolution process, the grievant shall, directly or through a Federation representative, present the grievance in writing on the District Grievance Form to the immediate/appropriate administrator, with a copy to the Director of Human Resources/Employee Relations and a copy to the Federation.

4.2.2 Either party may request a personal conference with the other party. The immediate/appropriate administrator shall communicate a decision to the unit member in writing within ten (10) days after receiving the grievance. A copy of the written answer shall be given to the Director of Human Resources/Employee Relations and to the Federation within three (3) days of the time the grievant has been given the written answer.

4.3 Level Two: Vice President

4.3.1 Within ten (10) days of receipt of the written answer of the immediate/appropriate administrator, if the grievance is not resolved, the grievant may appeal in writing to the Vice President of the area. Such written appeal must be presented on a Grievance Appeal Form furnished by the District and shall include a copy of the original grievance, a copy of the decision rendered and a clear, concise statement of the reasons for the appeal. A copy of the appeal shall be given to the Director of Human Resources/Employee Relations and to the Federation.

4.3.2 Either the grievant or the Vice President may request a personal conference. The Vice President shall communicate a written decision within ten (10) days after receiving the appeal. A copy of the decision shall be given to the Director of Human Resources/Employee Relations and to the Federation.

4.4 Level Three: Superintendent/President

- 4.4.1 Within ten (10) days of receipt of the written decision of the Vice President, if the grievance is not resolved, the grievant may appeal in writing to the Superintendent/President. Such written appeal must be presented on a Grievance Appeal Form furnished by the District and shall include a copy of the original grievance, copies of the Level One and Level Two decisions and a clear and concise statement of the reasons for the appeal. A copy of the appeal shall be given to the Director of Human Resources/Employee Relations and to the Federation.
- 4.4.2 Either the grievant or the Superintendent/President may request a personal conference. The Superintendent/President shall communicate a written decision within ten (10) days after receiving the appeal. A copy of the decision shall be given to the Director of Human Resources and Employee Relations and to the Federation.

4.5 Level Four: Board of Trustees

- 4.5.1 Within ten (10) days of receipt of the written decision of the Superintendent, if the grievance is not resolved, the grievant may appeal in writing to the Board of Trustees. Such written appeal must be presented on a Grievance Appeal Form furnished by the District and shall include a copy of the original grievance, copies of the Level One, Two and Three decisions, and a clear, concise statement of the reasons for the appeal. A copy of the appeal shall be given to the Director of Human Resources/Employee Relations and to the Federation.
- 4.5.2 The grievant or the Board may request an oral hearing on the grievance. Such hearing shall occur in closed session within forty-five (45) days of receipt of the appeal. A Federation representative shall be present at the hearing and shall have the right to present the Federation's position on the grievance. The Board shall communicate a written, final decision by the next Board meeting, but not later than sixty (60) days.

**ARTICLE XV**  
**FACULTY SERVICE AREAS AND COMPETENCY**

1.0 One of the many changes brought about by Assembly Bill 1725 is the establishment and definition of Faculty Service Areas (FSA) and Competency Criteria. Due to the elimination of credentials and the creation of Minimum Qualifications (MQ), each community college must establish one or more FSA's by July 1, 1990. However, it is important to remember that the establishment of FSA's and the definition of Competency in no way alter a faculty member's seniority or the existing working conditions on campus. The primary reason behind FSA's and Competency is to facilitate an orderly and fair Reduction In Force (RIF) if the need arises based upon either a decline in Average Daily Attendance (ADA) or discontinuance of a program (EC 87743).

2.0 Philosophy

The placement of faculty within Faculty Service Areas will be based on the synthesis of the following two principles:

(a) The preservation of academic integrity and quality within instructional areas and student support areas,

AND

(b) The recognition of teaching experience and the protection of the seniority rights of faculty members providing MQs and Competency standards are met (EC 87743.3).

These principles are consistent with the community college mission as stated in AB1725 and the AVC college catalogue:

“Community colleges ought to provide high quality lower division instruction for purposes of transfer to baccalaureate institutions, and a wide range of courses and programs to meet vocational and basic education needs.”

3.0 Definition of Faculty Service Areas

In accordance with the above philosophy and in keeping with AB1725 and the Educational Code, Faculty Service Areas will be defined as “a service or instructional subject area or group of related services or instructional subject areas performed by faculty and established by a community college District” (EC 87743.1). In this way, the following FSA model would ensure that academic rigor and standards are preserved within individual courses, disciplines, and student support programs. In addition, this model would reduce the number of Faculty Service Areas to a manageable number so that employment records could be more easily maintained and updated, and make placement of faculty with multiple degrees in more than one FSA a simpler process (EC 87743.4). The requirement for assignment of a faculty member into one or more FSA's is that he/she meets the MQs set forth by the Board of Governors and competency standards set by the District (EC 87743.3).

Faculty Service Areas for AVC are as follows:

FSA #1

- Applied Technical Education:  
 Administration of Justice  
 Aeronautics  
 Agricultural Production  
 Air Conditioning, Refrigeration, Heating  
 Auto Body Technology  
 Automotive Mechanics  
 Building Codes and Regulations  
 Construction Technology  
 Electricity  
 Electronics Technology  
 Fire Technology  
 Forestry  
 Public works  
 Technology  
 Water Treatment  
 Welding

FSA #2

- Mathematics, Sciences, Engineering:  
 Mathematics  
 Biological Science  
 Physics/Astronomy  
 Chemistry  
 Geology/Earth Science  
 Geography  
 Engineering  
 Emergency Medical Technician  
 Medical Assistant  
 Nursing Ancillaries  
 Nursing RN  
 Nursing LVN

FSA #3

- Social Science, Family & Consumer Education,  
 and Student Services:  
 Anthropology  
 Economics  
 Education  
 History  
 Philosophy  
 Political Science  
 Psychology  
 Sociology  
 Child Development  
 Family and Consumer Studies  
 Counseling  
 Special Education  
 Physical Education  
 Dance

FSA #4

- Library Science, Language Arts, Fine Arts:  
 Library Science  
 English (composition/literature)  
 Reading  
 ESL  
 Journalism  
 Speech Communication  
 Foreign Languages  
 Art  
 Music  
 Drama/Theatre Arts  
 Graphic Arts  
 Photography  
 Computer Graphics

FSA #5

- Business, Computer Information Sciences:  
 Accounting  
 Business  
 Marketing  
 Management  
 Office Technology  
 Real Estate  
 Computer Information Science  
 Banking and Finance

NOTE: These discipline titles are taken from the BOG list of disciplines. If you find that a program/discipline that we offer at AVC is not represented on this FSA model, please make a note of it and the committee will correct this omission.

It is important to remember that placement within an FSA has no bearing on seniority. Seniority stays with a faculty member from the first day he/she is hired into the District and remains with the person as long as the faculty member is employed by the District. Thus, no senior tenured member of the faculty may be laid off while any less senior or non-tenured faculty member is retained providing MQ's and competency are met (EC 87743). Thus, if these two conditions are met, faculty members are then protected, and "bumping" rights established, in the following order:

- (a) senior tenured faculty
- (b) junior tenured faculty
- (c) probationary faculty
- (d) adjunct faculty

4.0 Definition of Competency

As with FSA's, each community college District is also responsible for defining Competency Criteria according to the needs and philosophy of the college (EC 87743.5). Following our college's stated mission "to provide high quality lower division instruction," two conditions must be met in order to remain or become competent for service within one or more FSA's. These two conditions are as follows:

For those disciplines requiring a Master's Degree:

- (a) a faculty member must meet the Minimum Qualifications set by the BOG for the discipline in which he or she wishes to teach,  

AND
- (b) for a faculty member to remain competent to teach within one or more FSA's, he or she must have continuously taught or provided service within a student support area in one or more FSA's within the past five years at any accredited community college, college, or university,  

OR
- (c) for a faculty member to become competent to teach in a new or different FSA, he or she must have taken 6 semester credits of relevant upper division or graduate level course work within the new discipline the faculty member wishes to teach from an accredited college or university during the past five years. With prior approval (i.e. "The Request for Approval of Units for Advancement on the Salary Schedule"), "credit bearing" courses, including those taken through extension are acceptable. (It is recommended that District funding be provided for course work taken for the purposes of qualifying to move into a new FSA.)

For those disciplines not requiring a Master's Degree:

- (a) a faculty member must meet the Minimum Qualifications set by the BOG for the discipline in which he or she wishes to teach,  

AND
- (b) for a faculty member to remain competent to teach within one or more FSA's, he or she must have continuously taught or provided service within a student support area in one or more FSA's within the past five years at any accredited community college, college, or university,  

OR
- (c) for a faculty member to become competent to teach in a new or different FSA, he or she must have taken the equivalent of 6 semester credits of relevant course work, continuing education courses, or training within the new discipline he or she wishes to teach which would lead to or maintain relicensure or recertification within that profession during the past five years. This course work/training will need prior approval and should be equivalent to 6 semester credits of upper division course work according to the following formula practiced by the Staff Development Committee:

16-18 lecture hours	=	1 credit
54 lab hours	=	1 credit

(It is recommended that the District provide funding for course work taken for the purposes of qualifying for an FSA.)

If an appeal process is necessary regarding the qualifications for “remaining or becoming competent” as stated above, the Academic Senate shall be responsible for determining the acceptability of course work taken, courses taught, special training, or professional experience in order for a faculty member to maintain currency and integrity within a particular discipline. Records of teaching experience, course work or training completed or professional experience will be kept in the faculty member’s personnel file maintained by the Office of Human Resources.

5.0 Faculty Retraining

In keeping with the desire to respect faculty seniority in the event of a RIF, the opportunity for a “retraining” program should also be available for tenured faculty members. This retraining could be accomplished on of two methods:

- (a) For a faculty member who meets MQ’s for a new or different FSA but does not meet the District’s Competency Criteria, that person, once given a layoff notice on or before May 15th (EC 87743), may establish competency according to the above guidelines and qualify for a new FSA on or before Feb. 15 of the following year (EC 87743.3). In this way, when a faculty member returns to the District, he or she retains seniority upon satisfactorily meeting of Competency Criteria and retains the right to bump a less senior member of the faculty.
- (b) For a faculty member who wishes to meet MQs in a new or different FSA, a retraining program must be completed within two calendar years after notice is given of a RIF. Retraining must qualify faculty to teach in a new discipline. Senior tenured faculty may volunteer for retraining over junior tenured faculty. If the District funds a retraining program, a tenured faculty member who retrains will be paid their regular salary compensation during the period of retraining and provide the Academic Senate and the Office of Human Resources with updated, biannual reports and transcripts of work in progress.

6.0 Legal Implications and Procedures

Under AB1725, if a reduction in force occurs, “the services of no tenured employee may be terminated under this section while any probationary employee, or any other employee with less seniority, is retained.” Thus, seniority remains a deciding factor in a “bumping” situation, providing the tenured faculty member is eligible to teach within a designated FSA/discipline and he or she possesses the “minimum qualifications” and “is competent to serve under District competency standards.” Notice of layoff “shall be given before the 15th of May” prior to the “beginning of the following school year...” “In the event that a tenured or probationary employee is not given the notices and a right to a hearing, he or she shall be deemed reemployed for the ensuing school year” (EC 87743).

In addition “each faculty member shall qualify for one or more faculty service areas at the time of initial employment,” providing that faculty member “has met both minimum qualifications” set by the BOG and “District competency standards.” At any time, a faculty member “may apply to the District to add faculty service areas” for which he or she qualifies. The application shall be received by the District on or before February 15 in order to be considered valid in any RIF proceedings for that year. If an allegation arises that a “faculty member has been improperly denied a faculty service area,” the allegation shall be “addressed as a grievance” (EC 87743.3).

The law also requires that each community college District “maintain a permanent record for each faculty member employed by the District,” and that this record reflect “each faculty service area for which the faculty member possesses the minimum qualifications” and meets the “established competency” criteria for that District. “The record shall be contained in the faculty member’s personnel file” (EC 87743.4)

In order to facilitate the above Education Code Section 87743.4, the following procedures must be followed:

- (a) Each faculty member is responsible for submitting to the Office of Human Relations the necessary documentation in order to keep his or her MQ's and Competency Criteria current. This information needs to be submitted on or before February 15 in order to be considered in the event of a RIF during the following year.
- (b) It is the responsibility of the Office of Human Resources and the Director of that office to provide forms and assistance for the purposes of keeping a faculty members personnel file up to date regarding MQ's and Competency Criteria for placement within or movement across FSA's.

7.0 Review of Policy

At the end of one year this policy will be reviewed and necessary revisions will be made based on suggestions from the three consenting and representative parties: the Academic Senate, the Administrative Council, and the exclusive bargaining agent for the faculty.



**ARTICLE XVI**  
**SAVINGS PROVISION**

- 1.0 The provisions of the Agreement are declared to be severable and if any section, subsection, sentence, clause, or phrase of this Agreement shall for any reason be held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Agreement, but they shall remain in effect, it being the intent of the parties that this Agreement shall stand, notwithstanding the invalidity or unconstitutionality of any part. In the event of such severable action, the parties shall, upon request of either party within ten (10) working days, meet to negotiate the replacement of such section, subsection, sentence, clause, or phrase in accordance with law.

**ARTICLE XVII**  
**DISTANCE LEARNING**

- 1.0 Distance Learning for the purpose of this agreement is the process whereby the education of a student occurs in circumstances where the educator and the student are geographically separated, and the communication across this distance is accomplished by one or more forms of technology, typically electronic, such as TV and computers, thought not limited to these media.
- 2.0 The only real difference between traditionally taught classes and classes taught via the internet or other nontraditional means is the method of delivery and all of the rights, freedoms, limitations and responsibilities applicable to traditional classrooms are applicable to distance learning.
- 3.0 The primary purpose of distance learning courses will be to supplement rather than replace course section offerings to allow the District to better accommodate students' educational needs.
- 4.0 Workload will be determined in accordance with provisions of this contract.
- 5.0 The number of students assigned to any one distance learning course section shall be in accordance with the class size maximum set for regular course sections.
- 6.0 AVC will not require any faculty hired prior to January 1, 1999 to teach distance learning courses.
- 7.0 Faculty members assigned a distance learning course will receive appropriate clerical, logistical, instructional, training and technical support as soon as these means of support have been funded by the College. Technical support is limited to AVCCD owned equipment or contracted services and is limited to AVCCD premises.
- 8.0 In recognition of the rapidity with which technology is changing, the District and the Federation will negotiate all new issues related to distance learning should the parties mutually agree to do so.

**ARTICLE XVIII**  
**TRANSFER**

1.0 Definitions

- 1.1 Transfer: a transfer is the relocation of a full-time faculty member from one campus/site to another campus/site
- 1.2 Voluntary: the transfer is with the freely given consent of the faculty member
- 1.3 Involuntary: the transfer is initiated by the District without the consent of the faculty member

2.0 Criteria for Transfer

A transfer shall be based on the following considerations:

- 1. minimum qualifications
- 2. the continued vitality of the instructional or support services program at both campuses/sites
- 3. Equal Employment Opportunity (if applicable)
- 4. institutional needs
- 5. recency in teaching/service experience

3.0 Voluntary Transfer

- 3.1 A request to fill a faculty position on a campus/site may be initiated by either a faculty member or the District. If only one faculty member wants to transfer, the request may be acted upon by mutual consent.
- 3.2 Should there be more than one unit member requesting transfer, the division dean and two faculty members elected by the division shall meet with each candidate, review qualifications and criteria and recommend a candidate to the vice-president. A majority vote of the committee is sufficient should the decision not be unanimous. Faculty members may be pulled from closely related divisions should there be insufficient faculty members to form a committee.
- 3.3 Voluntary transfers are permanent.

4.0 Involuntary Transfer

- 4.1 Involuntary transfer shall be used only when the District is unable to meet its transfer needs on a voluntary basis. Such transfer may not include the change from 10-, 11- or 12-month position to a different number of months without the affected faculty member's consent. Such transfer shall be based upon the considerations specified in section 2.0. Any training required and approved by the District for the new position, such as release time, tuition, fees, books, travel and travel expenses shall be at the District's expense.
- 4.2 Involuntary transfers shall be for a maximum of 1 year except as stipulated in 7.0, below. The names of all faculty meeting the minimum qualifications shall be put on a list (names drawn in random order). Faculty will be considered for transfer in the order in which they are listed. The criteria in section 2.0 shall be considered in selecting or rejecting a particular candidate. If, after the one year, District needs still cannot be met through hiring or voluntary transfer, the next person on the list shall be transferred and so on until District needs are met through hiring or voluntary transfer or until the position is no longer required. The Vice President of Human Resources shall make sure that all involuntarily transferred faculty are notified of new positions.
- 4.3 A person subject to involuntary transfer retains all rights to due process.

- 5.0 Notification  
The Federation shall receive notification of all transfers, whether voluntary or involuntary.
- 6.0 Probationary Faculty  
Probationary faculty in their first two years will not be transferred. If all faculty within a discipline are probationary, then the process for involuntary transfer shall be followed.
- 7.0 Provision for moving an entire program  
If the District, through the shared governance process, determines the need to move an entire program to another site, all faculty associated with that program will be transferred.
- 8.0 Split loads
- 8.1 Split Load: An assignment of a faculty load at two different campuses/sites.
  - 8.2 An assignment may include a load that is split between two sites. The District shall seek volunteers before making an involuntary assignment with a split load. Involuntary split load assignments shall be limited to one semester.
  - 8.3 When a split load is necessary, every effort will be made to restrict all classes on any given day to one campus/site only.
  - 8.4 If a faculty member is required to travel between two sites in a single day for a split load assignment, the District will pay mileage at the Federal mileage rate.
  - 8.5 The unit member will not be required to serve on college committees at more than one campus/site during any semester
- 9.0 Evaluation  
The evaluation process is the same for all faculty, regardless of the campus/site of assignment. Visits may occur at any site to which a unit member is assigned.
- 10.0 Contract Faculty  
Contract faculty will neither be transferred nor assigned a split load involuntarily.

**ARTICLE XIX**  
**INTELLECTUAL PROPERTY RIGHTS**

1.0 Purpose

The District and the Federation have a mutual interest in establishing an environment that fosters and encourages the creativity of individual faculty members. In accordance with that mutual goal, the purpose of this Article is to identify the owners of the copyrights to certain works that may be created by faculty members, and to identify the uses that may be made of those works by faculty members and the District.

2.0 Definitions, as they are to be used in this Article

2.1 “Copyrightable Work” shall include any material that is copyrightable under the laws of the United States (17 U.S.C.A. ‘101 et seq.) and shall include, but not be limited to, printed material, art, music, computer software or databases, instructional materials, audio and visual materials, circuit diagrams, engineering and architectural drawings, dramatic compositions, choreographic works and pictorial or graphic works fixed in any tangible medium or expression.

2.2 “Copyright Rights” shall include all rights recognized under Section 106 of the Copyright Act of 1976, as amended (17 U.S.C.A. ‘101 et seq.).

2.3 “Work for Hire” shall have the same meaning as provided under Section 101 of the Copyright Act of 1976 as amended (17 U.S.C.A. ‘101 et seq.):

- a. A college supported work prepared within the scope of employment.
  - i. “College Supported Work” shall mean a work produced that is the results of the unit member having received the support of the college or that would not have come into existence but for the support of the college. College supported work does not include works made in the course of the unit member’s independent efforts nor works that result from the normal activities associated with the performance of their normal assigned responsibilities. Additionally, college supported work does not include the publication of scholarly articles; works submitted for publication in journals that are independent of the college; the work produced of students; books, articles or similar works authored by the unit members where the intention is to disseminate the results of their normal academic research or scholarly study that do not represent appreciable amounts of college support beyond that normally provided all members of the faculty in the course of the college supporting the unit member’s assignment. College support does not include the normal use of offices, classrooms, equipment or facilities in the course of the faculty member performing his/her normal assignment.
  - ii. “Scope of Employment” shall be presumed not to include works that result from activities required of college faculty that are performed for promotion and tenure purposes; works resulting from normal assigned duties; research or administrative assignments; works performed merely as a result of general terms of the employment contract with the college; or works that

result from independent efforts unless such works are specifically so identified within the employee’s job description.

- b. A work specifically ordered or commissioned if the parties expressly agree in a written instrument signed by them that the work shall be considered a work for hire.

- 2.4 “Independent Efforts” shall mean that the ideas for the work came from the faculty member; the work was not made with appreciable amounts of additional college support beyond that normally provided by the college in the performance of the faculty member’s assignment; and the college is not responsible for the opinions expressed in the work by the author.
- 2.5 “License” means permission to use a work. A “non-exclusive license” is one that gives permission to use a work while that same work may also be used by the party who gave the permission and by others to whom permission is also given.
- 2.6 “Faculty member” means an academic employee who is part of the bargaining unit covered by this agreement.
- 2.7 “Intellectual property” shall mean a commercially valuable product or invention of the human intellect that exists in a concrete or abstract form that is copyrightable or patentable.

### 3.0 Scope

- 3.1 Absent alteration by the bargaining process, it shall remain the practice of this college that the rights associated with a copyright or the creation of any copyrightable work shall belong to the author or creator thereof except as herein provided. If the author or creator of the work is a faculty member of the college, the copyright shall be deemed to belong to the college only to the extent that the work may be considered a “Work for Hire” as defined in section 3 of this Article. The District acknowledges that faculty members may use works whose copyrights they own in any and all ways they may wish, including, for example, authorizing the for-profit publication of such works in return for royalties paid solely to faculty members without any further authorization from the District.
- 3.2 If the work is considered a “Work for Hire,” the copyright shall be deemed to subsist in the college and may be assigned or licensed by the college without the consent or permission of the faculty member.
- 3.3 Faculty members shall to the extent necessary to the performance of their normal assigned duties, have a non-exclusive license to use works they created whose copyrights are owned by the District in the following ways: (1) to reproduce such works (for example, by photocopying them, by duplicating computer disks on which they have been saved, or by installing them on computer networks); (2) to distribute such works (for example, to students in classes); (3) to perform such works (for example, in classroom teaching, by web casting, or by broadcasting); (4) to display such works (for example, over the web); and (5) to create derivate works (for example, companion materials or updated versions). Faculty members may do these things themselves, but may not authorize them to be done by others unless they first obtain the written consent of the District.
- 3.4 The college and the faculty member may enter into any other arrangement regarding the exercise of copyright in such works as may be agreeable to both parties, including licensing, releasing or assignment back to the employee the

fully copyrights in said works. Such agreements shall be in writing. (See Appendix for sample “Agreement to Purchase District Copyright.”)

4.0 Rights of Departing Faculty Members

When faculty members leave their academic employment with the college, they shall retain the non-exclusive license in the works or inventions of their own creation in their future academic employment.

5.0 Use of Names of Faculty Members

5.1 District’s Use of a Faculty Member’s Names: The District agrees that when it uses a work created by a faculty member (regardless of who owns the copyright), the District will identify the faculty member who created the work for as long as the work is used by the District. This provision does not pertain to derivative works of the material that may be made subsequent to the faculty member leaving the employment of the District.

5.2 If, for nay reason, the District does not wish to identify the faculty member by name on the work, the District may seek authorization from the faculty member not to identify them by name. The faculty member has the option but not the obligation to release the District from this obligation.

5.3 If, for any reason, the faculty member does not wish to have his/her name used in this manner, the faculty member may seek authorization from the District not to be identified by name. Should such a request be made, the District will accommodate this request whenever possible.

5.4 Should the District fail to identify a faculty member under circumstances when it should have, or identifies a faculty member when it should not have, the faculty member shall be entitled only to reasonable remedy that takes into account the seriousness of the violation, and will not automatically be entitled to a remedy that would require the District to recall or destroy all existing copies of the work in question.

6.0 Responsibilities

6.1 Registration of copyright. It shall be the responsibility of the party who owns the copyright to each work to register that copyright with the United States Copyright Office.

6.2 Acquiring and paying for necessary rights from third parties. If the creation or use of a work requires rights to be acquired from third parties, such rights shall be acquired and paid for by the party who owns the copyright to that work. Faculty members acknowledge that, in some cases, when the cost of acquiring those rights from third parties is paid by the District, this payment may constitute “College Support,” thereby fixing the ownerships of the copyright with the District.

6.3 Dispute resolution. Disputes between faculty members and the District concerning this Article shall be resolved pursuant to the grievance procedures contained in Article XIV of this Agreement.

**ARTICLE XX**  
**SHERIFF ACADEMY**

- 1.0 The District shall routinely review the qualification of the training instructors, referred to as "On-site Supervisors." The On-site Supervisors shall meet the minimum qualifications for instruction in vocational subject in a California community college and for other similar courses given at the District. The District shall have the primary right to control and direct the instructional activities, including evaluation procedures in accordance with the existing contract of the AVCFT, of the On-site Supervisors.
- 2.0 The District shall provide the instructor an orientation, faculty handbook, course outlines of record, curriculum materials, testing and grading procedures and any other materials and services it would provide to its hourly instructors on campus. In addition, the District shall provide equipment assistance, materials and other support, including but not limited to computers, projectors, screens and white boards.
- 3.0 Except as modified, on-site supervisors are considered "adjunct instructors" pursuant to the terms and conditions of the existing AVCFT contract.
- 4.0 This agreement is effective for the spring 2006 semester through the summer 2008 term.



**ARTICLE XXI**  
**SIGNATURE PAGE**

By their signatures below, the signatories certify that they are authorized representatives of either the District or the employee organization as the contracting parties; that all actions necessary for the District or employee organization to ratify and accept this Agreement as a binding and bilateral Agreement have been completed in the manner required by that party and the law, and that this Agreement is hereby entered into without the need for further ratification and acceptance.

ACCEPTED:

ANTELOPE VALLEY COMMUNITY  
COLLEGE DISTRICT

\_\_\_\_\_  
Earl Wilson, President, AVCCD      Date  
Board of Trustees

\_\_\_\_\_  
Dr. Jackie L. Fisher Sr.      Date  
President/Superintendent

ACCEPTED:

ANTELOPE VALLEY COLLEGE  
FEDERATION OF TEACHERS

\_\_\_\_\_  
Heidi Preschler, Chief Negotiator      Date

\_\_\_\_\_  
Heidi Preschler, President AVCFT      Date

\_\_\_\_\_  
Ty Mettler, 2<sup>nd</sup> Vice-President, AVCFT

Date \_\_\_\_\_

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**APPENDIX 2**



**ANTELOPE VALLEY COLLEGE  
NOTICE TO BANK OVERLOAD EARNINGS  
(Collective Bargaining Agreement, Article V, Section 3.17)**

**Instructions: To request banking of overload earnings, please fill out the employee section, have your Dean sign and forward to the Academic Affairs office, attention Nancy Caselli. Academic Affairs will complete the balance of the form and implement Banking.**

**To be completed by employee:**

Name (please print) \_\_\_\_\_ Division/Department \_\_\_\_\_

Date\* \_\_\_\_\_

1. Semester to be banked: \_\_\_\_ Fall \_\_\_\_ Intersession \_\_\_\_ Spring \_\_\_\_ Summer  
\_\_\_\_\_ Year

2. Course Subject/Number and Title \_\_\_\_\_ LHE to Bank: \_\_\_\_\_

**To be completed by Academic Affairs (Contact: Nancy Caselli):**

3. Total Class LHE (per load sheet) \_\_\_\_\_

4. Total LHE to be banked \_\_\_\_\_ (The earnings from a maximum of three LHE per semester/intersession may be banked)

---

\* *Notification to bank overload earnings must be received two weeks prior to the beginning of the semester/intersession*

Reviewed by Academic Affairs \_\_\_\_\_

Acknowledged by Vice President Academic Affairs \_\_\_\_\_

Acknowledged by Division Dean \_\_\_\_\_

cc: Director, Business Services  
Human Resources  
Payroll  
Division Dean



## APPENDIX 4

### **Calculating Classroom Faculty Workload (Lecture Hour Equivalents--LHE)**

1. The Office of Academic Affairs shall maintain the Master List: Course Workload. The list shall include the title, the number of baseline instructional hours and LHE (load factor) for each course the college offers.
2. The baseline hours and LHE (workload) for each course shall be calculated as follows:

Step One: Baseline instructional hours—the course outline shall list the number of hours the course meets weekly based on a 17.5 week semester. (The baseline hours for a course that meets 3 hours weekly equals 52.5 hours; a short-term course that meets 32 hours over the entire semester is considered to meet 1.8 hours weekly.)

Step Two:  $LHE = \text{total weekly hours} \times \text{workload factor}$

Workload factors: (see definitions in section 7)

Lecture	1.0
Lab	.67
Lecture-Lab	.825
Intercollegiate Athletics	.5

If 60% or more of the total baseline hours are lecture, all hours are calculated at the lecture rate.

If less than 25% of the total baseline hours are lecture, all hours are calculated at the lab rate.

If the percentage of lecture hours is less than 60% but greater than or equal to 25% of the total baseline hours, all hours are calculated at the lecture-lab rate.

3. The total number of hours/minutes of actual scheduled instruction during any instructional period may vary up 4% due to scheduling variations (intersession, summer session, double 8, short-term, condensed calendar etc).
4. Load (LHE) for all sections of the same course shall be the same, regardless of differences in total instructional minutes because of scheduling (i.e. all sections of English 101 or Math 50).
5. Adjunct/overload pay for classroom work will be based on the LHE listed for the course on the Master List.
6. Class hours scheduled during a term will be as close to the total baseline hours as possible, taking into account the desire to begin and end classes on 5-minute increments. Adjustments in scheduled instructional minutes for non-weekly census classes shall not be made for holidays.
7. Definitions of Modes of Instruction

LECTURE - The instructor is in direct interaction with the entire class. Any instructional mode deemed appropriate by the instructor and consistent with the course objectives may be used for this direct interaction so long as that mode requires the instructor's interaction with the whole class at the same time.

LAB - The instructor supervises learning activities and works with students individually or in small groups.



**2007-2008 ANTELOPE VALLEY COLLEGE ACADEMIC CALENDAR**

<u>AUGUST 2007</u>							<u>FEBRUARY 2008</u>													
M	T	W	Th	F	S		M	T	W	Th	F	S								
		1	2	3	4	Summer 2007 Ends–Aug. 10	6	★4	5	6	7	8	9	Spring Starts – Feb. 4 (1)						
	6	7	8	9	10	11	4	11	12	13	14	15	16	Lincoln’s Day – Feb. 15 (2)						
	13	14	15	16	17	18	5	18	19	20	21	22	23	Local Holiday – Feb. 16 (3)						
(1)	6	★20	21	22	23	24	25	26	27	28	29		Washington’s Day – Feb. 18 (4)							
(2)	5	27	28	29	30	31							Spring Census – Feb. 19							
	11						20													
<u>SEPTEMBER 2007</u>							<u>MARCH 2008</u>													
M	T	W	Th	F	S		M	T	W	Th	F	S								
(2)	1					1	1							(4)						
(3)	5	3	4	5	6	7	8	3	4	5	6	7	8	(5)						
(4)	6	10	11	12	13	14	15	6	10	11	12	13	14	15	(6)					
(5)	6	17	18	19	20	21	22	6	17	18	19	20	21	22	(7)					
(6)	6	24	25	26	27	28	29	6	24	25	26	27	28	29	(8)					
	24							31						Spring Break–Mar. 31–Apr. 5						
<u>OCTOBER 2007</u>							<u>APRIL 2008</u>													
M	T	W	Th	F	S		M	T	W	Th	F	S								
(7)	6	1	2	3	4	5	6			1	2	3	4	5	Spring Break–Mar. 31–Apr. 5 (9)					
(8)	6	8	9	10	11	12	13	6	7	8	9	10	11	12	(10)					
(9)	6	15	16	17	18	19	20	6	14	15	16	17	18	19	(11)					
(10)	6	22	23	24	25	26	27	6	21	22	23	24	25	26	(12)					
(11)	3	29	30	31			3	28	29	30										
	27						21													
<u>NOVEMBER 2007</u>							<u>MAY 2008</u>													
M	T	W	Th	F	S		M	T	W	Th	F	S								
(11)	3			1	2	3	3			1	2	3		(12)						
(12)	6	5	6	7	8	9	10	6	5	6	7	8	9	10	(13)					
(13)	5	12	13	14	15	16	17	6	12	13	14	15	16	17	Memorial Day – May 26 (14)					
(14)	3	19	20	21	22	23	24	6	19	20	21	22	23	24	Spring Ends–May 30 (15)					
(15)	5	26	27	28	29	30		4	26	27	28	29	★	31	Graduation -TBA (16)					
	22						25													
<u>DECEMBER 2007</u>							<u>JUNE 2008</u>													
M	T	W	Th	F	S		M	T	W	Th	F	S								
(15)	1					1														
(16)	6	3	4	5	6	7	★	2	3	4	5	6	7							
		10	11	12	13	14	15	★	9	10	11	12	13	14						
		17	18	19	20	21	22		17	18	19	20	21	22	Summer Starts – June 16					
		24	25	26	27	28	29		★	23	24	25	26	27	28					
		31							30											
	7																			
91	Instruction Days – Fall 2007 Semester							91 Instruction Days – Spring 2008 Semester							<u>JULY 2008</u>					
<u>JANUARY 2008</u>							<u>AUGUST 2008</u>													
M	T	W	Th	F	S		M	T	W	Th	F	S								
	1	★	2	3	4	5	New Year’s Day – Jan. 1	4	5	6	7	★	9	Summer Ends – Aug. 8						
	7	8	9	10	11	12	Interession Starts – Jan. 2	11	12	13	14	15	16							
	14	15	16	17	18	19		18	19	20	21	22	23							
	21	22	23	24	25	26	Martin Luther King – Jan. 21	25	26	27	28	29	30							
	28	29	30	31																

- Fall 2007 Semester
- Interession 2008 Semester
- Spring 2008 Semester
- Summer 2008 Semester
- Classes Not in Session
- ★ First Day of Classes
- ◇ Last Day of Classes
- △ Flex Day

**Board Approved 07/10/06**

## **APPENDIX 6**

### **YOUR RIGHTS UNDER THE FAMILY AND MEDICAL LEAVE ACT OF 1993**

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to “eligible” employees for certain family and medical reasons. Employees are eligible if they have worked for a covered employer for at least one year, and for 1,250 hours over the previous 12 months, and if there are at least 50 employees within 75 miles.

**REASONS FOR TAKING LEAVE:** Unpaid leave must be granted for *any* of the following reasons:

- to care for the employee’s child after birth, or placement for adoption or foster care;
- to care for the employee’s spouse, son, or daughter, or parent, who has a serious health condition;
- for a serious health condition that makes the employee unable to perform their job.

At the employee’s or the employer’s option, certain kinds of *paid* leave may be substituted for unpaid leave.

**ADVANCE NOTICE AND MEDICAL CERTIFICATION:** The employee may be required to provide advance leave notice and medical certification. Taking of leave may be delayed if requirements are not met.

- The employee must provide 30 days advance notice when leave is “foreseeable.”
- An employer may require medical certification to support a request for leave because of a serious health condition and may require second or third opinions (at the employer’s expense) and a fitness-for-duty report to return to work.

#### **JOB BENEFITS AND PROTECTION:**

- For the duration of the FMLA leave, the employer must maintain the employee’s health coverage under any “group health plan.”
- Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.
- The use of FMLA cannot result in the loss of any employment benefit that accrued before the start of an employee’s leave.

**UNLAWFUL ACTS BY EMPLOYERS:** FMLA makes it unlawful for any employers to:

- Interfere with, restrain, or deny the exercise of any right provided under FMLA;
- Discharge or discriminate against any employee or prospective employee for using FMLA leave, opposing any practice made unlawful by the FMLA, or for involvement in any proceeding under or relating to the FMLA.

#### **ENFORCEMENT:**

- The U.S. Department of Labor is authorized to investigate and resolve complaints of violations.
- An eligible employee may bring a civil action against an employer for violations.

FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

FOR ADDITIONAL INFORMATION: Contact the nearest office of the Wage and Hour Division, listed in most directories under U.S. Government, Department of Labor.

## **APPENDIX 6**



### **ANTELOPE VALLEY COLLEGE Office of Human Resources & Employee Relations**

#### **FAMILY AND MEDICAL LEAVE POLICY**

##### **PURPOSE**

To outline the conditions under which an employee may request time off without pay for a limited period with job protection and no loss of accumulated service if the employee returns to work.

##### **DEFINITION**

A family or medical leave of absence is defined as an approved absence available to eligible employees for up to 12 weeks of unpaid leave a year under particular circumstances that are critical to the life of a family. For purposes of monitoring leave under this Act, the district will use the fiscal year (7/1 - 6/30) as the base year period.

Leave may be taken:

- on the birth of an employee's child;
- on the placement of a child for adoption or foster care with an employee;
- when an employee is needed to care for a child, spouse, or parent who has a serious health condition;
- when an employee is unable to perform at least one of the essential functions of his or her position because of the employee's own serious health condition.

##### **SCOPE**

This policy applies to all family and medical leaves of absence except for leaves that are covered under paid employment benefit plans or policies for any part of the 12 week leave to which the employee may be entitled under this policy. In other words, if an employee is entitled to both FMLA leave and paid leave under another benefit plan or policy, the employee must take the paid leave first.

##### **ELIGIBILITY**

To be eligible for leave under this policy, an employee must have been employed at Antelope Valley College for at least 12 months and must have worked at least 1250 hours during the 12-month period preceding the beginning of the leave.

**Exception:** If an employee on leave is salaried and among the highest paid 10 percent of the district's employees within 75 surface miles, and keeping the job open for the employee would result in substantial and grievous economic injury to the district, the employee can be denied job restoration after leave. In this situation, however, the employee will be given an opportunity to return to work during leave.

##### **BASIC REGULATIONS AND CONDITIONS OF LEAVE**

Medical Certification. The district will require medical certification to support a claim for leave for an employee's own serious health condition or to care for a seriously ill child, spouse, or parent. For the employee's own medical leave, the certification must include a statement that the

employee is unable to perform at least one of the functions of his or her position. For leave to care for a seriously ill child, spouse, or parent, the certification must include an estimate of the amount of time that the employee is needed to provide care.

The district may require a second medical opinion and periodic re-certifications at its own expense. If the first and second opinions differ, the district may require the binding opinion of a third health care provider, approved jointly by the district and the employee and paid for by the district.

Intermittent or reduced leave. Leave may be taken on an intermittent or reduced-leave schedule if it is medically necessary for a serious health condition of the employee or his or her spouse, child, or parent. If leave is requested on this basis, however, the district may require the employee to transfer temporarily to a part-time schedule or an alternative arrangement that better accommodates recurring absences.

Spouses combined leave. Spouses who are both employed by the district are entitled to a total of 12 weeks leave (rather than 12 weeks each) for the birth or placement in adoption or foster care of a child or for the care of a sick parent.

## **NOTIFICATION AND REPORTING REQUIREMENTS**

When the need for leave is foreseeable, such as the birth of a child, the placement in adoption or foster care of a child, or planned medical treatment, the employee must provide 30-days advance notice and make an effort to schedule leave so that it does not unduly disrupt district operations. Employees who are ill will be required to report periodically on their status and their intention to return to work.

Health insurance. Group health coverage will continue for employees on leave as if they were still working. Employees who are granted an approved leave of absence under this policy are advised to arrange to pay their share of premiums during the absence. If the leave is paid, premiums will continue to be paid through payroll deductions. If the leave is unpaid, employees are responsible for making sure the district receives premium payments by the normal payroll dates. The Office of Human Resources will provide a schedule of payment amounts and due dates at the beginning of any unpaid leave of absence.

Recovery of premiums. If an employee chooses not to return to work (meaning: stay for 30 calendar days) after an approved unpaid leave of absence, the district may recover from the employee the cost of any payments made to maintain the employee's health insurance, unless the failure to return is because of a serious health condition or reasons beyond the employee's control. Benefit entitlements based on length of service will be calculated as of the last paid workday before the start of the unpaid absence.

## **PROCEDURES**

Request form. A *Request for Family Leave of Absence Form* must be filled out in duplicate by the employee. This form must be completed in detail, signed by the employee, submitted to the immediate supervisor for proper approvals, and forwarded to the Office of Human Resources (see attached). If possible, the form should be submitted 30 days before the effective date of the leave.



All requests for family and medical leaves of absence due to illness must include sufficient medical certification stating:

1. the date on which the serious health condition began;
2. the probable duration of the condition; and
3. the appropriate medical facts that the health care provider knows about the condition.

In addition, for leave to care for a child, spouse, or parent, the certificate must include an estimate of the amount of time that the employee is needed to provide such care.

For leave for an employee's illness, the certificate must state that the employee is unable to perform at least one of the functions of his or her position.

For certification for intermittent leave or leave on a reduced-leave schedule for planned medical treatment, the certificate must state the dates on which such treatment is expected to be given and the duration of the treatment.

**EFFECT OF COLLECTIVE BARGAINING AGREEMENT** All family and medical leave will be governed by the provisions of this policy unless modified by an applicable collective bargaining agreement.

**APPENDIX 6**  
**ANTELOPE VALLEY COLLEGE**  
**REQUEST FOR**  
**FAMILY & MEDICAL LEAVE**

\_\_\_\_\_  
Employee's Name (please print) \_\_\_\_\_  
Date

\_\_\_\_\_  
Address City Zip

\_\_\_\_\_  
Telephone

Does your spouse work for the district? \_\_\_\_\_ yes \_\_\_\_\_ no

Reason for taking leave:  
(check one)

( ) to care for my child after birth or placement in adoption or foster care;

( ) to care for my spouse, child, or parent who has a serious health condition;

( ) my own serious health condition makes me unable to perform at least one of the essential functions of my job.

For leave to be taken all at once, rather than intermittently or on a reduced workweek:

Date leave is to start: \_\_\_\_\_

Date I expect to return to work: \_\_\_\_\_

For leave to be taken intermittently or on a reduced workweek:

Schedule of time off needed: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor's Signature

\_\_\_\_\_  
Date

Approval:

\_\_\_\_\_  
Vice-President of Human Resources

\_\_\_\_\_  
Date

**APPENDIX 6**



ANTELOPE VALLEY COLLEGE  
Office of Human Resources & Employee Relations

Certification of Health Provider  
(Family & Medical Leave Act of 1993)

Date: \_\_\_\_\_

Employee Name: \_\_\_\_\_  
(please print)

Patient Name: \_\_\_\_\_  
(if different from employee)

The attached sheet describes what is meant by a *serious health condition* under the Family & Medical Leave Act. Does the patient's condition<sup>1</sup> qualify under any of the categories described? If so, please check the applicable category. (see attached Definition of Terms)

- |   |   |
|---|---|
| _____ (1) Hospital Care                           | _____ (5) Permanent/Long-term Condition     |
| _____ (2) Absence Plus Treatment                  | _____ (6) Multiple Treatments (non-chronic) |
| _____ (3) Pregnancy                               | _____ (7) None of the above                 |
| _____ (4) Chronic Conditions Requiring Treatments |   |

Describe the medical facts that support your certification including a brief statement of how the medical facts meet the criteria of one of these categories. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

State the approximate date the condition commenced and its probable duration. (include the probable duration of the patient's present incapacity<sup>2</sup> if different). \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Will it be necessary for the employee to work only intermittently or on a less-than-full-time schedule as a result of the condition? (including for treatment described below) yes [ ] no [ ]  
If yes, give the probable duration. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If the condition is a chronic nature or pregnancy, state whether the patient is presently incapacitated and the likely duration and frequency of episodes of incapacity. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If additional treatments will be required for the condition, provide an estimate of the probable number of such treatments. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If the patient will be absent from work or other daily activities because of treatment on an intermittent or part-time basis, please provide an estimate of the probable number of and interval between such treatments, actual or estimated dates of treatment, if known, and period required for recovery, if any. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If any of these treatments will be provided by another provider of health services (*e.g., physical therapist*) please state the nature of the treatments. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If a regimen of continuing treatment by the patient is required under your supervision, provide a general description of such regimen (*e.g., prescription drugs, physical therapy requiring special equipment*) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If medical leave is required for the employee's absence from work because of the employee's own condition (including absences due to pregnancy or a chronic condition), is the employee unable to perform work of any kind? Yes [ ] No [ ]

If able to perform some work, is the employee unable to perform at least one of the essential functions of the employee's job? (the employee or the employer should supply you with information about the essential job functions)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If neither of the above applies, is it necessary for the employee to be absent from work for treatment? Yes [ ] No [ ]

If leave is required to care for a family member of the employee with a serious health condition, does the patient require assistance for basic medical or personal needs, safety, or transportation? Yes [ ] No [ ]

If no, would the employee's presence to provide psychological comfort be beneficial to the patient or assist in the patient's recovery? Yes [ ] No [ ]

If the patient will need care intermittently or on a part-time basis, please indicate the probable duration of this need.  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Name of Health Care Provider (please print)

\_\_\_\_\_  
Type of Practice

\_\_\_\_\_  
Signature of Health Care Provider

\_\_\_\_\_  
Tax I.D. Number

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Telephone Number

.....  
**To be completed by the employee needing family leave to care for a family member:**

State the care you will provide and an estimate of the period during which care will be provided, including a schedule if leave is to be taken intermittently or if it will be necessary for you to work less than a full schedule. \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date

**APPENDIX 6**  
**FAMILY AND MEDICAL LEAVE**

Definition of Terms

1. **Hospital Care**

Inpatient care (*i.e.*, an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity<sup>2</sup> or subsequent treatment in connection with, or as a consequence of, such inpatient care.

2. **Absence Plus Treatment**

(a) A period of incapacity<sup>2</sup> of more than three consecutive calendar days (including any subsequent treatment or period of incapacity<sup>2</sup> relating to the same condition) that also involves:

(1) Treatment<sup>3</sup> two or more times by a health care provider, a nurse, or physician's assistant under direct supervision of a health care provider or by a provider of health care services (e.g., physical therapist) under orders of, or on referral by, a health care provider; or

(2) Treatment by a health care provider on at least one occasion that results in a regimen of continuing treatments under the supervision of the health care provider.

3. **Pregnancy**

Any period of incapacity due to pregnancy or for prenatal care.

4. **Chronic Conditions Requiring Treatments**

A chronic condition that:

(1) Requires periodic visits for treatment by a health care provider or a nurse or physician's assistant under the direct supervision of a health care provider;

(2) Continues over an extended period of time (including recurring episodes of a single underlying condition); and

(3) May cause episodic incapacity rather than a continuing period of incapacity<sup>2</sup> (e.g., asthma, diabetes, epilepsy, etc.)

5. **Permanent/Long-term Conditions Requiring Supervision**

A period of incapacity<sup>2</sup> that is permanent or long term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment from, a health care provider. Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.

6. **Multiple Treatments (non-chronic Conditions)**

Any period of absence to receive multiple treatments (including any period of recovery from them) by a health care provider or a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury or for a condition that would be likely to result in a period of incapacity<sup>2</sup> of more than three consecutive

calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), or kidney disease (dialysis).

---

<sup>1</sup>Here and elsewhere on this form, the information sought relates only to the condition for which the employee is taking FMLA leave.

<sup>2</sup>*Incapacity* for purposes of the FMLA, is defined to mean inability to work, attend schools, or perform other regular daily activities due to the serious health condition, treatment for it, or recovery from it.

<sup>3</sup>Treatment includes examinations to determine if a serious condition exists and evaluations of the condition. Treatment does not include routine physical examinations, eye examinations, or dental examinations.

<sup>4</sup>A regimen of continuing treatment includes, for example, a course of prescription medication (e.g., an antibiotic) or therapy requiring special equipment to resolve or alleviate the health condition. A regimen of treatment does not include taking over-the-counter medications such as aspirin, antihistamines, or salves and bed rest, drinking fluids, exercise, and other similar activities that can be initiated without a visit to a health care provider.

## APPENDIX 7



ANTELOPE VALLEY COLLEGE  
Office of the Vice President-Student Services

January 29,2007

### MEMORANDUM

TO: All AVC

FROM: Rosa Hall/Sharon Lowry/Heidi Preschler

SUBJECT: Procedure for Enrolling Students in First Two Weeks of Class – Spring 2007

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The enrollment procedure for the first two weeks of the Spring 2007 semester is listed as Attachment A to this memo.

In summary this agreement provides that, at the first class meeting, the instructor must add students to the class up to the class maximum. If there are more students waiting to add the class than seats available, the instructor is to establish a waiting list so students can be added – if other students drop the class during the first two weeks.

**Also, please turn in an “Inactively Enrolled Student Report Form” to drop “no shows” within 48 hours of the first class meeting. Do not** wait for the census report to drop them. (Students who have contacted you and made arrangements about missing the first class are not considered “no shows”).

If you have a questions related to this procedure, please contact the dean of your area.

/njh

Attachment: Procedure for Enrolling Students – Spring 2007 (2 pages)



**To find out the current enrollment in your classes you:**

- Log on to [www.avc.edu](http://www.avc.edu).
- Click on “Schedule of Classes.”
- Make sure the “Spring 2007” term is highlighted.
- Scroll down to your name in the “by Instructor” column.
- Make sure your name is highlighted.
- Scroll down to the bottom of the page and click “Search.”

If you have any questions regarding the above listed information, please check with your department administrative assistant or secretary.

**Is this class Open or Closed:**

**If the “ACT” (Actively Enrolled) is less than the “CAP” (Capacity), this class is OPEN. See Section A for the enrollment procedure. (Status OPEN or CLOSED is also listed on the left).**

**If the “ACT” (Actively Enrolled) equals “CAP,” this class is CLOSED. See Section B for the enrollment procedure.**

#### **SECTION A: Open Classes**

**At the beginning of the first class meeting, sign add slips to enroll students up to the “CAP.”**

**At the end of the first class meeting, sign “Add” slips to enroll students equal to the number of students who were enrolled, but did not show up (i.e., fill the seats of all of the “no shows”). (Students who have contacted you and made arrangements about missing the first class are not considered “no shows.”)**

**Turn in an “Inactively Enrolled Student Report Form” to drop “no shows” within 48 hours of the first class meeting. Do not wait for the census report to drop “no shows.”**

#### **SECTION B: Closed Classes**

**At the beginning of the first class meeting, create a waiting list equal to at least 20% of the CAP maximum, unless there are extenuating circumstances such as facility space, or the nature of the class does not allow for a waiting list. Round off the number. (See Dean for approval of extenuating circumstances). List student’s full name and student ID number on the waiting list.**

**At the end of the first class meeting, sign “Add” slips to enroll students from the waiting list equal to the number of students who were enrolled, but did not show (i.e., fill the seats of all the “no shows”). (Students who have contacted you and made arrangements about missing the first class are not considered “no shows.”)**

**Examples:**

- Capacity (CAP) equals 30; create a waiting list of 6 students.
- Capacity (CAP) equals 40; create a waiting list of 8 students.
- Capacity (CAP) equals 72; create a waiting list of 14 students.

Turn in an “Inactively Enrolled Student Report Form” to drop “no shows” within 48 hours of the first class meeting. Do not wait until census to drop “no shows.”

Sign “Add” slips for students from the waiting list as space becomes available due to registered students dropping, or because you drop students who miss more than one week of class.

Check Banner Web for student-initiated drops.

Turn in an “Inactively Enrolled Student Report Form” to drop students who do not continue to attend class as soon as possible.

Students must attend class to maintain their position on the waiting list, or they can be “dropped” from the waiting list.

Continue to add students from the waiting list through Friday of the 2<sup>nd</sup> week of class. You are not required to add any students beyond those listed on the waiting list.

### General Information and Help

Students must meet normal prerequisites for enrolling in the class to be added or to be put on a waiting list.

Assistance with myAVC or web based student records (Banner) access and use will be available by phone (Ext. 6605) or by e-mail at [help@avc.edu](mailto:help@avc.edu). In person assistance with myAVC access (for students and faculty) is available in room SSV 202 during the first week of the Spring Semester as follows:

- Monday, February 5, 2007 8:00 am – 5:00 pm
- Tuesday, February 6, 2007 8:00 am – 5:00 pm
- Wednesday, February 7, 2007 8:00 am – 12:00 pm, 2:00 pm – 8:00 pm
- Thursday, February 8, 2007 8:00 am – 5:00 pm
- Friday, February 9, 2007 8:00 am – 4:30 pm

During the day, contact your division’s administrative assistant for other kinds of help. If you do not have a computer, they are available for your use in the faculty work areas across from the mailroom and in the Faculty Reading Room located in the Library (2<sup>nd</sup> floor).

All faculty are encouraged to add students to classes up to the section maximum through Friday of the 2<sup>nd</sup> week. You may create longer waiting lists than required.

The waiting lists are designed to add students in an orderly fashion, to be short enough so that students have a real chance of actually being able to enroll in the course, and to make sure that students who do eventually enroll have been attending class and so will be able to participate immediately and effectively and be more likely to succeed in the class.

You may enroll more than the CAP if the classroom size allows for more students. Classroom size maximum should be posted in each classroom, in the mailroom, and is available from your dean’s office.

/njh



**APPENDIX 8**

ANTELOPE VALLEY COLLEGE

**TENURE REVIEW: SECOND YEAR SUMMARY**

Candidate's Name: \_\_\_\_\_

Tenure Review Committee: Chair \_\_\_\_\_

Member \_\_\_\_\_

**Member** \_\_\_\_\_

<b>Candidate's Performance:</b>	Outstanding	Good	Satisfactory	Needs Improvement	Unsatisfactory
Performance of Primary Job Duties					
Interaction with Students					
Collegiality/ Professionalism					
Professional Development					

Recommendation: \_\_\_\_\_ Continue Probation  
\_\_\_\_\_ Termination  
\_\_\_\_\_ Award Early Tenure

Number of Votes \_\_\_\_\_ For Continuing Probation \_\_\_\_\_ Against Continuing Probation

\_\_\_\_\_ For Awarding Early Tenure

\_\_\_\_\_  
Chair \_\_\_\_\_ Date

\_\_\_\_\_  
Member \_\_\_\_\_ Date

\_\_\_\_\_  
Member \_\_\_\_\_ Date

I have received a copy of this report. My signature does not necessarily indicate agreement. I know I have the right to append written comments within one week.

\_\_\_\_\_  
Candidate \_\_\_\_\_ Date

dot 6/06

**APPENDIX 8**

ANTELOPE VALLEY COLLEGE

**TENURE REVIEW: THIRD YEAR SUMMARY**

Candidate's Name: \_\_\_\_\_

Tenure Review Committee: Chair \_\_\_\_\_

Member \_\_\_\_\_

**Member** \_\_\_\_\_

<b>Candidate's Performance:</b>	Outstanding	Good	Satisfactory	Needs Improvement	Unsatisfactory
Performance of Primary Job Duties					
Interaction with Students					
Collegiality/ Professionalism					
Professional Development					

\_\_\_\_\_  
Chair Date

\_\_\_\_\_  
Member Date

\_\_\_\_\_  
Member Date

I have received a copy of this report. My signature does not necessarily indicate agreement. I know I have the right to append written comments within one week.

\_\_\_\_\_  
Candidate Date

dot 6/06



**APPENDIX 9**

**2006-07 Salary Schedules**

On MyAVC & avc.edu HR webpage