



# ANTELOPE VALLEY COLLEGE

**Collective Bargaining Agreement  
between  
Antelope Valley College  
College District  
and**

**Antelope Valley College  
Federation of Teachers**

**July 1, 2009 - June 30, 2012**

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

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**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, 2012 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 2012.
- 6.0 Re-opener Negotiations
- Salary and benefits will be reopened in 2010-2011 and 2011-2012.
- The Federation may open three other articles of its choosing each year for the duration of the agreement.
- The AVCCD may also open three other articles of its choosing each year for the duration of the agreement.

**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, librarians, transfer center coordinator, writing center specialist, learning disabilities specialist, math learning specialist, 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.
  - (f) Participation in school/day care activities of unit member's child (see section on "Work and Family Participation" in this article).
- 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.

3.3.10 Use of Sick Leave for Family Members (California Labor Code 233)

A unit member who qualifies for sick leave under this section of the collective bargaining agreement is entitled to use his/her available sick leave to attend an illness of a child, parent, spouse or domestic partner of the unit member. Such leave is limited to the amount of sick leave that would be accrued in six months (5 days, 5.5 days or 6 days for 10, 11 and 12 month faculty). Sick leave time shall be deducted according to the provisions of this section.

▶ “Child” means a biological, foster, or adopted child, a stepchild, a legal ward, a child of a domestic partner, or a child of a person standing in loco parentis.

▶ “Parent” means a biological, foster, or adoptive parent, a stepparent, or a legal guardian.

▶ “Domestic Partner” shall include partnerships established according to California Family Code 297, but shall include heterosexual partnerships of any age provided they have filed a Declaration of Domestic Partnership and meet all other provisions of the definition.

▶ The leave form shall be modified to add “Sick Leave for Family Members” as a leave category.

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 of Vice President of Human Resources and Employee Relations or designee 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 that the condition of the unit member or unit member’s family member renders him/her incapable of performing the essential functions of his/her position and indicating the 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

*(Salary x benefits' percentage\*) + 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 Professional 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 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.)

3.18 Work and Family Participation

Upon reasonable notice to the District, unit members are entitled to use up to one day per month (not to exceed 5 days per year) of accrued leave to participate in school or day care activities of the unit member’s child/children. Unit members may use personal necessity (see section on personal necessity leave), or vacation or compensatory time for



unit members who accrue those leaves, or may take unpaid leave. Hours will be deducted according to the provisions for those leaves. One day represents 6 hours (classroom faculty) or 7 hours (non-classroom faculty).

Since no adjunct faculty accrue compensatory time or vacation time, adjunct faculty's use of this provision is limited to personal necessity leave and hours will be deducted according to provisions in that section.

The Leave Form shall be modified to add "Sick Leave for Family Members" and Participation in Child's School/Day Care Activities" as leave categories.

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.
- 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 full-time

contract/regular employment. The unit member must have a minimum of 10 years of credited STRS service that were earned on a full-time basis.

- (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 ten (10) 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. Unit members are still considered full-time faculty and continue to receive the same number of days of sick leave (10, 11 or 12).

**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. Unit members have the right to receive a full and complete copy of all investigative reports and all materials that are in the District's possession that were used in making the determination in all cases where the investigation concludes that the complaint is substantiated whether or not the complaint results in any disciplinary action or in any information being placed in the unit member's personnel file. Supporting materials include reports from outside investigations as well as reports or notes from District personnel and transcripts of testimony.
- 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.
- 1.12 Disciplinary action is considered confidential.

## 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, Discrimination and Harassment Complaint Procedure the complaint shall be handled according to the appropriate District policy and procedure.
  - (b) Discrimination/harassment complaints shall be referred to the Office of Human Resources and Employee Relations. Unit members accused of discrimination/harassment shall be informed of what they are accused before the interview begins and shall have the opportunity to present their side of the matter. Any disciplinary action will follow due process and the provisions regarding discipline in the Education Code. Unit members will be informed of their right to representation when they are notified that a complaint has been filed.
  - (c) 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.
  - (d) 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.
  - (e) If the complainant is not willing to meet with the unit member, the complaint will be dropped.
  - (f) 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.
  - (g) 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.
  - (h) 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.





**ARTICLE VIII**  
**EVALUATION AND THE TENURE PROCESS**

**1.0 Philosophy**

- 1.1 All faculty must be evaluated by using the process as negotiated between the AVCCD board of trustees and the AVCFT and in accordance with 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.
- 1.2 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.
- 1.3 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 regular (tenured) faculty. During peer evaluation, peer-team members have the opportunity to observe alternate approaches and methods of achieving objectives.
- 1.4 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 and to implement the course outline of record. 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 effectiveness of interaction with students, respect for colleagues and the teaching profession and continued professional growth.
- 1.5 "Tenure" is the reclassification of a contract faculty to a regular faculty member as a result of evaluation.

**2.0 Procedures**

**2.1 Procedures for All Faculty Evaluations**

- 2.1.1 Each classroom instructor shall prepare a syllabus consistent with the Course Outline of Record to distribute to each student and the supervising educational administrator by the end of the first week of instruction. A current Course Outline of Record for each course is available from the office of the Vice President Academic Affairs. (See Academic Policies and Procedures Committee course outline form.)
- 2.1.2 Three categories of faculty are to be evaluated: contract (probationary), temporary (full-time temporary and adjunct) and regular (tenured). Although the timelines and procedures for each category differ, all evaluations will be done following the guidelines for student evaluations (see 2.3), classified input (see 2.4), peer input (see 2.5), and self evaluations (see 2.7), and all faculty will be evaluated using all criteria for evaluating faculty (see 2.6). 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.

- 2.1.3 Scheduled observations of work performance may begin the third week of the semester and must be for at least 60 minutes for classroom faculty unless the regular class meeting time is for less. An observation of non-classroom faculty may be broken up into shorter times if appropriate due to differing job duties but must total at least 60 minutes.
  - 2.1.4 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 educational administrators for the purpose of evaluating pursuant to Article VIII.
  - 2.1.5 Violations: Violations to the provisions contained in this article shall be processed as grievances according to the provisions of Article XIV. Allegations of sexual harassment or discrimination shall be handled under the district's non-discrimination policy.
  - 2.1.6 Distance Education: Faculty teaching online courses or performing other faculty job duties online shall provide an orientation to the evaluators if necessary on how to access the site(s) and various methods of student interaction such as e-mail and chat rooms. Access shall be granted to the evaluators for five working days and the evaluatee will make arrangements for access. Should additional observations be desired or necessary, the evaluatee will make arrangements for access as appropriate.
  - 2.1.7 Resignation of evaluatee: If a faculty member resigns during a semester in which an evaluation is being done, the final evaluation report or summary memo need not be completed. A memo from the committee chair stating why the process was not completed along with the letter of resignation shall be placed in the employee's personnel file by the appropriate vice-president.
- 2.2 Additional Procedures for Contract Faculty
- 2.2.1 Timelines: Timelines for the tenure and evaluation process will be set each spring for the following year in function of the academic calendar. The tenure review coordinator will submit the timelines to the administration and union for their agreement.
  - 2.2.2 All work done by contract faculty in the primary division, whether on load or overload, and work done on load in a division different from the primary assignment will be evaluated by the tenure review committee as part of the tenure review process. Contract faculty teaching overload in a division different from their primary assignment will be evaluated as adjunct in that division.
  - 2.2.3 Observations: The tenure review team must complete an Observation Report (see Appendix) for each observation and must ensure that each course taught is observed at least once for classroom faculty before writing reports and summary memos. Each evaluator must perform at least one observation. The evaluatee may append comments to the Observation Report within five working days. The chair will distribute appended comments to the committee and the Tenure Review Coordinator.
  - 2.2.4 Unannounced observations: If the members of the tenure review team unanimously agree that the evaluatee is performing unsatisfactorily in an area, the team may perform unannounced observations of work performance after having notified the evaluatee in writing. A copy of the notification must be sent to the Tenure Review Coordinator. Access to courses taught online

will be made available to the committee for the remainder of the semester should the committee notify the evaluatee that they will be performing unannounced observations.

- 2.2.5 Summary Memos: In the second semester and fourth semester the tenure review team will conduct observations using the Observation Report and conduct student evaluations. The team will submit a final summary memo in which strengths as well as areas that need improvement or are unsatisfactory and/or progress on these areas from the previous report are specifically addressed.
  - 2.2.6 Reports and Summary Memos: The tenure review process encompasses seven semesters. The tenure review team will complete a full report using the Contract Faculty Evaluation Report (see Appendix) in semesters 1, 3, 6 and 7. The team will complete a Summary Memo in semesters 2 and 4. During semester 5, a summary memo is mandatory if the overall assessment of the evaluatee in the third semester report was either “needs improvement” or “unsatisfactory” or if the fourth semester summary memo identified new areas that were unsatisfactory.
  - 2.2.7 Any committee may complete Observation Reports and student evaluations in the fifth semester and submit a summary memo to the Tenure Review Coordinator.
  - 2.2.8 Evaluation of contract faculty will begin in the fall semester.
  - 2.2.9 Evaluation for contract faculty hired after the beginning of the fall semester will begin the following fall unless he/she will have worked 75% of the academic year.
  - 2.2.10 Evaluation of any contract faculty hired such that he/she will have worked 75% of the year by the end of the fiscal year in which he/she is hired shall begin as soon as that faculty member begins working. The Tenure Review Coordinator will be notified immediately by Human Resources of the hiring. The tenure review team for such faculty will be identified and begin within ten working days of the effective date of hire. Timelines will be adjusted by the Tenure Review Coordinator with the approval of the appropriate vice-president to accommodate the shorter timeframe.
  - 2.2.11 Formation of Tenure Review Teams: Teams shall be formed during the first semester of the Tenure Review Process. Replacements will be made as is necessary according to the same procedures as the original team was formed. Whenever a team member changes, the Tenure Review Coordinator shall meet with the committee and the evaluatee to review the process and previous reports, memos, suggestions and/or recommendations.
- 2.3 Student Evaluation Procedures
- 2.3.1 Faculty are encouraged to solicit input from students whenever they want to evaluate their effectiveness or gain information to evaluate a new course or textbook or methodology or for any reason for which student input would be useful.
  - 2.3.2 During formal evaluations, students evaluations are required and each faculty member shall use the appropriate standardized evaluation instrument (see Appendix). Faculty may supplement the standardized form with questions in areas particular to their discipline or service area.
    - a. Teaching faculty conduct evaluations after the midway point of the course. Non-classroom faculty may conduct evaluations throughout the year.
    - b. Faculty will strive to ensure student anonymity and the student evaluation procedure should not result in any manner of student intimidation. If the committee feels that it must ensure the anonymity of students, it may give the typed comments to the instructor. The original evaluations will be retained for reference.

- c. Student evaluations must be done in every class for classroom faculty.
- d. The evaluator/s, in consultation with the non-classroom evaluatee, will determine the number, and the time frame for gathering student evaluations.
- e. A member of the evaluation team will explain the purpose and value of student evaluations, using standardized instructions. Evaluations will be collected by someone other than the faculty member being evaluated and will be placed in an envelope and returned to the faculty member after view by the evaluation/tenure review team and/or chair.

Instructions:

You will be filling out a student evaluation form as part of the evaluation process of (instructor's name). Please take the time to fill these out carefully as your input is an important part of the evaluation process. There is space for your written comments. These comments are often particularly helpful. Please give detailed input into ways in which the course and instruction might be improved and, also, what is working well and what is helpful to you.

These evaluations will be returned to (instructor's name) for his/her use in the evaluation process.

- f. 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 the 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.
- g. Evaluations will be opened in time to allow meeting timelines of the evaluation process. 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.

## 2.4 Classified Input

2.4.1 Faculty who work closely with classified employees in directing their work shall provide them with the opportunity to have input into the evaluation during semesters in which the faculty member is being evaluated. Classified who shall have input into the process shall be identified at the beginning of the process. Since these faculty directly affect the classified employees' ability to do their jobs, input from the employees is appropriate to improve working relationships between the faculty and classified employees and 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 if faculty are directing their work.

2.4.2 The evaluatee and evaluator/s shall prepare or select an instrument or method for input that focuses on the evaluatee's job performance in relation to the classified employee(s). 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 input and submit the summary and the evaluations to the evaluator or evaluation team as part of the self-evaluation and any classified input in the self-evaluation. Classified evaluations will be returned to the evaluatee after review by the vice president.



## 2.5 Peer Input

- 2.5.1 Faculty members work closely with peers, especially those in their department or division. Evaluation of the faculty member's respect for colleagues and the teaching profession must be obtained during contract faculty evaluations.
- 2.5.2 Input will be through a standardized Peer Input Form (see Appendix).
- 2.5.3 A list of all faculty being evaluated in a given semester will be posted online as well as the peer input form. Any faculty member may fill out a peer input form on faculty being evaluated that semester and return it via a secure online environment. This environment will ensure that there are no duplicate submissions. Input will be due by the tenth week of the semester. The administrator of the site will forward the input to the division dean, who will provide them to the evaluatee.
- 2.5.4 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.

## 2.6 Criteria for Evaluating Faculty

The following general criteria are intended to delineate areas of performance during the evaluation process of contract, regular and temporary faculty:

- 2.6.1 Effective job 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.
- 2.6.2 Effective interaction with students and evaluation of student work 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/scheduled appointments.
- 2.6.3 Fulfillment of responsibilities to colleagues, discipline/department, division and college and 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.
- e. Participating in and fulfilling governance/service responsibilities such as attending division meetings, curriculum revision, and committee work.

#### 2.6.4 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. Other appropriate activities.

Items 2.6.2(d) and 2.6.3(e) apply to adjunct faculty to the extent that they are compensated for office hours and/or other service/governance work.

### 2.7 Self-Evaluation

All faculty being evaluated shall do a self-evaluation. Each faculty member shall submit a written narrative to the evaluator or evaluation team. In the self-evaluation narrative:

- a. Indicate your current assignment, including all courses (time, day, room, course title) or work schedule. Provide a brief description of any reassigned time duties.
- b. List the titles/days, times of any professional development activities since your last evaluation and how you have incorporated this knowledge into your current assignment.
- c. Assess your professional performance since your last evaluation, including all four criteria (see 2.6).
- d. Describe what methods or techniques of instruction, guidance or other job duties that you currently use. Indicate which methods you have found to be successful and how they help students learn or reach their goals.
- e. Describe how your job performance can be improved.
- f. Analyze assistance that others can provide in improving your performance.
- g. Describe any barriers that might be obstructing the achievement of objectives.
- h. Summarize and respond to current student evaluations, peer input and, when appropriate, classified input. Describe ways in which you encourage communication between yourself and your students.
- i. Explain how you evaluate student progress, in particular critical thinking.
- j. Specify the extent to which you are involved in division and/or college activities, other than your primary job duties. Assess your contributions to the activities in which you participate, in particular, your involvement in establishing, implementing, and assessing student learning outcomes.
- k. Any other information you consider relevant to the evaluation of your job performance.

### 3.0 Evaluation Options for Regular (Tenured) Faculty

Tenured faculty will be evaluated every three years. The Vice President of Academic Affairs will initiate the process by notifying the appropriate educational administrators 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: supervising educational administrator from the evaluatee's primary division who supervises the faculty member 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 educational administrator on the team, 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 on load 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.

Peer team evaluations shall use the Observation Report and the Tenured Faculty Evaluation Report as well as the supporting documentation that consists of the Observation Reports, Student Evaluations, Peer Input and, when appropriate, Classified Input, and Plans for Removal of Unsatisfactory Rating (see Appendix for forms). The report will identify the evaluatee's strengths and areas that need improvement or are unsatisfactory in each of the criteria and shall include specific suggestions detailing what the evaluatee needs to do to meet the criteria for evaluating faculty [see 2.6].

Any final reports that indicate an area that needs improvement or unsatisfactory in the summary rating shall include a timeline and plan for follow-up evaluation. Succeeding reports shall directly address progress toward correcting these areas.

#### SEMESTER TIMELINE

##### Weeks 1-12

Faculty members are selected. The team meets and establishes the work schedule. The evaluatee and team meet prior to observations to discuss the evaluation criteria and any other information relevant to the faculty member's performance. Classroom or worksite observations take place as defined in the section on procedures. When observations 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 10 working days after each visit. Team members write and submit visitation reports to the chair.

Student evaluations (see 2.3), peer input, and classified input if appropriate (see 2.4 and 2.5) are completed. The evaluatee summarizes student evaluations and classified and peer input and writes and submits a self-evaluation (see 2.7).

##### 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 five working days. 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 evaluations and peer and/or classified input 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 2.7), but describes and analyzes each area extensively. Peer input is obtained if required and classified input is obtained when appropriate. The final report includes comments from the supervising educational administrator and from a tenured peer chosen by the faculty member, a response to student evaluations (see 2.3), and a response to classified input when appropriate (see 2.4) and peer input if obtained (see 2.5). The peer, supervisor and evaluatee sign the report and the supervisor submits it, the student evaluations and the classified and peer input to the appropriate vice-president. The evaluatee may meet with the appropriate vice-president and the supervisor. 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 supervisor. 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 President's Executive Council or supervisor as an evaluator. The evaluatee and administrator meet prior to observations to discuss the evaluation criteria and any other information relevant to the faculty member's performance. The administrator conducts classroom and/or worksite observations as defined in the section on procedures. Discussions take place as soon as possible, but in no case later than 10 working days after each visit is completed. Student evaluations are completed (see 2.3), peer input is obtained if required and classified input is obtained when appropriate (see 2.4 and 2.5) and the evaluatee summarizes them and writes a self-evaluation (see 2.7) 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 evaluations and classified and peer input 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 of 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 supervising educational administrator. The supervisor will approve such request if adequately justified. If agreed to by the evaluatee, the supervisor may request that Vice-President of Academic Affairs or Student Services serve as evaluator.

## 4.0 Tenure Review Process for Contract (Probationary) Faculty

Nothing in this policy shall preclude the tenure review team, the Tenure Review Coordinator or the vice president from meeting with the evaluatee at any time prior to the writing of the signed evaluation report or final summary memo to inform the evaluatee of areas needing improvement or that are unsatisfactory and/or to assist the evaluatee in correcting identified areas needing improvement or that are unsatisfactory. The role of the tenure review team, however, is primarily to evaluate the evaluatee. Correction of identified areas needing improvement or that are unsatisfactory rests with the evaluatee, 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 the tenure review process for contract (probationary faculty). In all questions about this article, 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 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 contract 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 constructive criticism and plans for removal of unsatisfactory rating.

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

Be a resource person to tenure review committees to ensure that they function according to this article.

Monitor the timelines of the tenure review process.

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

Conduct an annual survey to determine effectiveness of the tenure review process and to make recommendations for improvement to the district, the academic senate and the faculty union.

## 4.2 Rationale and Procedures:

4.2.1 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.

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

Whenever possible, the division member will come from the same discipline as the evaluatee. If no member from the same discipline is available, a faculty member from a

closely related field will be selected. If there is no one from a closely related field, any tenured member of the division may serve.

The chair of the committee will be elected by the members of the committee. Tenure review committee members will serve for the duration of the evaluatee's probationary period with replacements made for members who retire, are removed, or resign. Faculty members who resign must put their reasons for resignation in writing to the Tenure Review Coordinator. A meeting of the Tenure Review Coordinator, person resigning and the appropriate vice-president will take place before the resignation is accepted.

4.2.3 The tenure review committee will follow the provisions of this article and will be under the immediate direction of the Tenure Review Coordinator.

4.2.4 The committee's report consists of the Contract Faculty Evaluation Report as well as the supporting documentation that consists of the Observation Reports, Student Evaluations, Peer Input and, when appropriate, Classified Input and Plans for Removal of Unsatisfactory Rating (see Appendix for forms). The report will identify the evaluatee's strengths and areas that need improvement or are unsatisfactory in each of the criteria and shall include specific suggestions detailing what the evaluatee needs to do to meet the criteria for evaluating faculty [see .24].

- 4.2.5 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 “Unsatisfactory.” Any areas identified as unsatisfactory in the final report shall be supported by a Plan for Removal of Unsatisfactory Rating (see Appendix). Succeeding reports shall directly address progress toward correcting these areas. In addition, the lack of progress in areas needing improvement that have been identified in previous reports should be addressed as unsatisfactory in succeeding reports or summary memos if the majority of the committee feels the lack of progress in these areas might eventually result in a recommendation not to rehire.
- 4.2.6 The team shall vote on the recommendation listed on the Report. 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.
- 4.2.7 All materials (contract faculty evaluation report, observation reports, student evaluations; classified input; peer input; self-evaluation) will be submitted to the Tenure Review Coordinator, who will then submit them 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 be forwarded to the board.
- 4.2.8 The committee chair will make sure that the evaluatee and the Tenure Review Coordinator have copies of the completed report and any appended comments. 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 evaluatee’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.

#### 4.3 Early Tenure Criteria

The intent of this section of the tenure review process is to set forth measurable criteria that must be met before consideration of early tenure. A contract faculty (non-tenured faculty) must complete the first two years of the evaluation process. Prior to being considered for recommendation for early tenure, contract faculty 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 exceeding criteria (or satisfactory if evaluated as an adjunct) 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.

4.3.1 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 evaluatee.
- 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 evaluatee..

4.3.2 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.

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

4.3.4 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.

4.3.5 No Listed Areas Needing Improvement or Unsatisfactory: A contract employee who acquired documented areas needing improvement or unsatisfactory during the first two evaluation terms shall not be recommended for early tenure.

#### 4.4 Contract (Probationary) Faculty Tenure Review:

##### 4.4.1 SEMESTER ONE REPORT

- a. At the end of the first semester report, the committee will recommend to continue probation (award of a second year contract) or not to rehire.
- b. Tenure Review Committees will be formed in the semester before evaluation begins if possible.
- c. Tenure review committees are appointed if they have not yet been formed. 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, forms, documentation and the writing of positive and negative constructive criticism and plans for removal of unsatisfactory ratings.
- d. The committee meets to elect a chair and, in consultation with the evaluatee, 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 evaluatee. This work schedule must ensure that reports are submitted by their due dates and that evaluation activities are conducted for all evaluation criteria within the given timelines.
- e. The committee meets with the evaluatee to review the evaluation criteria. The evaluatee furnishes the committee with written materials appropriate for the evaluation.
- f. Classroom or worksite observations, take place as defined in the section on procedures. Teaching or appropriate job duties must be taking place during observations. Individual or group discussions are held as soon as possible but in no case later than ten working days after the visitation.
- g. Student evaluations are completed after the mid-point of the course. Departmental and divisional peer input and classified input are conducted as stated in the work schedule. The evaluatee summarizes the evaluations and peer and classified input and writes the self-evaluation. The evaluatee submits the self-evaluation with the student evaluations and peer and classified input to the committee.
- h. If the committee feels that a recommendation not to rehire is a possibility, the chair or educational administrator shall notify the evaluatee, the Tenure Review Coordinator and appropriate vice president as early in the process as possible. If the committee feels that a recommendation not to rehire is a possibility, all unsatisfactory areas must be described in the sections for unsatisfactory areas and Plans for Removal of Unsatisfactory Rating must be included in the report.
- i. The committee writes a draft of the first semester report, including a recommendation to continue probation or not to rehire, which is submitted to the Tenure Review Coordinator, who forwards it to the appropriate vice president.
- j. The coordinator and/or 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 recommendation is not unanimous, the Tenure Review Coordinator and the appropriate vice-president will meet with the team prior to the committee meeting with the evaluatee 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.

- k. If desired by the committee or the evaluatee, 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 ten working days after visitations.
- l. The committee revises the report as appropriate, consults with the vice president and Tenure Review Coordinator, and meets with the evaluatee to discuss the first semester report and recommendation.
- m. The committee and evaluatee sign the report and send it to the Tenure Review Coordinator along with all supporting documents.
- n. The evaluatee's signature indicates acknowledgment of the process, not necessarily agreement with the content. The evaluatee may append written comments to the report within five working days. The committee and evaluatee sign any appended comments, acknowledging that they have read the comments and the chair forwards a copy to the tenure review coordinator.
- o. The Tenure Review Coordinator then submits the report and supporting documents to the appropriate vice-president. The vice-president meets with the evaluatee, educational administrator 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.
- p. If the president's recommendation differs from that of the tenure review committee's recommendation, 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, 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 will be forwarded to the board.
- q. The committee's final report will be forwarded to the board.
- r. 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.

#### 4.4.2 SEMESTER TWO SUMMARY MEMO

- a. The committee will conduct observations according to the procedures and complete the Observation Report and conduct Student Evaluations. The committee will meet with the evaluatee to determine appropriate activities to be carried out and to establish a work schedule within the given timelines. Observations and student evaluations must be carried out. The work schedule will be submitted to the Tenure Review Coordinator. Discussions are held as soon as possible but in no case later than 10 working days after the observations.



- b. The committee will meet to write the second semester summary memo. Any areas that need improvement or are unsatisfactory and/or progress on these areas from previous reports or summary memos must be specifically addressed. The summary memo will include the observation reports and the student evaluations. The evaluatee and the committee members will meet to discuss the memo and sign it before it is sent to the Tenure Review Coordinator. The evaluatee has five working days to append comments, which must be signed by the committee. Signatures indicate acknowledgement of the process, not necessarily agreement with the content.
- c. The chair will provide the evaluatee with a copy. The Tenure Review Coordinator will forward the memo and supporting documents to the appropriate vice-president.

#### 4.4.3 SEMESTER THREE REPORT

- a. The emphasis should be on positive, negative, or lack of changes since the first semester report and second semester summary memo in each of the four areas. The evaluation should focus on the evaluatee's effectiveness and, in particular, on the correction of identified areas that need improvement or are unsatisfactory in ways that are significant and tangible and thus vital to success.
- b. At the end of the third semester report, the committee will recommend to continue probation (award a two-year contract), not to rehire, or to award early tenure. Early tenure is for contract faculty who have exceeded the criteria in every aspect of the evaluation criteria. The committee must provide an explanation and documentation for the recommendation for early tenure based upon the criteria for evaluating faculty and the Early Tenure Criteria (section 4.3).
- c. 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 evaluatee.. This work schedule must ensure that reports are submitted by their due dates and that evaluation activities are carried out for all evaluation criteria within the given timelines.
- d. The committee meets with the evaluatee to review the evaluation criteria and the first semester report and the second semester summary memo. The evaluatee furnishes the committee with written materials appropriate for evaluation.
- e. Classroom or worksite observations take place, as defined in the section on procedures. Teaching or appropriate job duties must be taking place during observations. Individual or group discussions are held as soon as possible, but in no case later than 10 working days after the visitation.
- f. Student evaluations are completed after the mid-point of the course. Departmental and divisional peer input and classified input are conducted as stated in the work schedule. The evaluatee summarizes the evaluations and peer and classified input and writes the self-evaluation. The evaluatee submits the self-evaluation with the student evaluations and peer and classified input to the committee.
- g. If the committee feels that a recommendation not to rehire is a possibility, the chair or educational administrator shall notify the evaluatee., the Tenure Review Coordinator and the appropriate vice president as soon in the process as possible. If the committee

feels that a recommendation not to rehire is a possibility, all unsatisfactory areas must be described in the sections for unsatisfactory areas and Plans for Removal of Unsatisfactory Rating must be included.

- h. The committee writes a draft of the third semester report, including a recommendation to continue probation, not to rehire, or to grant early tenure, which is submitted to the Tenure Review Coordinator and the appropriate vice president. A recommendation for early tenure requires that the section on the report about early tenure be filled out and supporting documentation must be provided.
- i. The coordinator and/or vice president may meet with the committee to clarify the report or suggest revisions that are consistent with the committee's intentions. If the committee recommendation is not unanimous, the Tenure Review Coordinator and appropriate vice president will meet with the team prior to the committee meeting with the evaluatee 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.
- j. If desired by the committee or the evaluatee, additional evaluation activities are carried out. Individual or group discussions will be held as soon as possible but in no case later than ten working days after the visitations.
- k. The committee revises the report as appropriate, including a recommendation to continue probation, grant early tenure or not to rehire, consults with the Tenure Review Coordinator and the appropriate vice president and meets with the evaluatee to discuss the report and recommendation.
- l. The committee and evaluatee sign the report and send it to the Tenure Review Coordinator along with all supporting documents.
- m. The evaluatee's signature indicates acknowledgment of the process, not necessarily agreement with the content. The evaluatee may append written comments to the report within five working days. The committee and evaluatee sign any appended comments, acknowledging that they have read the comments and the chair forwards a copy to the tenure review coordinator.
- n. The Tenure Review Coordinator submits the report and supporting documents to the appropriate vice-president. The vice-president meets with the evaluatee, educational administrator and chair and then submit the committee's report along with his or her comments to the president, who will make a recommendation to the board.
- o. 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 is forwarded to the board. In the event there is no single recommendation, the president's and the committee's separate recommendations will be forwarded to the board.





- c. The chair will provide the evaluatee with a copy. The Tenure Review Coordinator will forward the memo and supporting documents to the appropriate vice-president.

#### 4.4.6 SEMESTER SIX REPORT

- a. The emphasis should be on positive, negative, or lack of changes since the previous reports and summary memos in each of the four areas. The evaluation should focus on the evaluatee's effectiveness and, in particular, on the evaluatee's correction of identified areas that need improvement or are unsatisfactory in ways that are significant and tangible and thus vital to success. It is expected problems identified in "Areas that are Unsatisfactory" noted in prior reports will be corrected by the end of the sixth semester.
- b. The committee meets with the evaluatee to review the evaluation criteria. The evaluatee furnishes the committee with written materials appropriate for evaluation. The committee, in consultation with the evaluatee 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 evaluatee. This work schedule must ensure that reports are submitted by their due dates and that evaluation activities are carried out for all evaluation criteria within the given timelines.
- c. Classroom or worksite observations take place, as defined in the section on procedures. Teaching or appropriate job duties must be taking place during observations. Individual or group discussions are held as soon as possible, but in no case later than 10 working days after the observation.
- d. Student evaluations are completed after the mid-point of the course. Departmental and divisional peer input and classified input are conducted as stated in the work schedule. The evaluatee summarizes the student evaluations and classified and peer input and writes the self-evaluation. The evaluatee submits the self-evaluation with the student evaluations and peer and classified input to the committee.
- e. The committee writes a draft of the sixth semester report, which is submitted to the Tenure Review Coordinator, who forwards it to the appropriate vice-president.
- f. This report makes no recommendation. However, the presence of areas that are unsatisfactory in this report should be considered as notification of the potential for denial of tenure. The coordinator and/or 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 not to rehire is a possibility in year four, all unsatisfactory areas must be described in the sections for unsatisfactory areas and Plans for Removal of Unsatisfactory Rating must be included.
- g. If desired by the committee or the evaluatee, additional evaluation activities are carried out. Individual or group discussions will be held as soon as possible but in no case later than ten working days after the visitations.
- h. The committee revises the report as appropriate; consults with the Tenure Review Coordinator and vice president as needed, and meets with the evaluatee to discuss the report.

- i. The committee and the evaluatee sign the report and send it to the Tenure Review Coordinator along with all supporting documents.
- j. 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 five working days. The committee and evaluatee sign any appended comments, acknowledging that they have read the comments, and the chair forwards a copy to the tenure review coordinator.
- k. The Tenure Review Coordinator submits the report and supporting documents to the appropriate vice president. The vice president may meet with the evaluatee, educational administrator and committee chair at the request of the vice-president or the chair. The vice-president then submits the committee's report along with his or her comments to the president.

#### 4.4.7 SEMESTER SEVEN REPORT

- a. In the seventh semester report the committee must make a recommendation to either rehire (grant tenure) or not rehire (Ed. Code 87609). If the recommendation is not to rehire, the seventh semester report must clearly identify the areas identified as unsatisfactory and provide an explanation for the recommendation based upon the criteria for evaluating faculty.
- b. By the end of the seventh semester all areas identified as unsatisfactory must be eliminated. Failure to do so will result in the recommendation not to rehire.

The Tenure Review Coordinator and/or vice president, when necessary, will meet with the committee and new member/s to review the current status of the evaluation process.

- d. The committee meets and, in consultation with the evaluatee, 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 evaluatee. This work schedule must ensure that reports are submitted by their due dates and that evaluation activities are included and scheduled within the given timelines to assess correction of areas identified as unsatisfactory in any evaluation criteria.
- f. The committee meets with the evaluatee to review the evaluation criteria, any remaining areas identified as unsatisfactory and how the committee will assess for correction of the areas identified as unsatisfactory. The evaluatee furnishes the committee with written materials appropriate for the evaluation.
- g. Classroom or worksite observations, as defined in the section on procedures. take place. Teaching or appropriate job duties must be taking place during observations. Individual or group discussions are held as soon as possible, but in no case later than 10 working days after the observation.
- h. Student evaluations are completed after the mid-point of the course. Departmental and divisional peer input and classified input are conducted as stated in the work schedule. The evaluatee summarizes the student evaluations and the peer and classified input and writes the self-evaluation. The evaluatee submits the self-evaluation with the student evaluations and peer and classified input to the committee.

- i. The committee writes a draft of the final, seventh semester evaluation report, which will include a recommendation to award tenure or not to rehire. If the committee makes a recommendation not to rehire, all unsatisfactory areas must be clearly described in the sections for unsatisfactory areas and the section providing an explanation for the recommendation based upon the criteria for evaluating faculty must be filled out. 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.
- j. If the committee recommendation is not unanimous, the Tenure Review Coordinator and appropriate vice president will meet with the team prior to their meeting with the evaluatee 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.
- k. The committee revises the report as appropriate, consults with the Tenure Review Coordinator and vice president, and meets with the evaluatee to discuss the report and recommendation.
- l. The committee and evaluatee sign the report and send it to the Tenure Review Coordinator along with all supporting documents.
- m. 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 five working days. The committee and evaluatee sign any appended comments, acknowledging that they have read the comments and the chair forwards a copy to the tenure review coordinator.
- n. The Tenure Review Coordinator then submits the report and supporting documents to the appropriate vice president, including any appended comments. The vice president may meet with the evaluatee, educational administrator and chair at the request of the vice-president or the 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.
- o. 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, 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 will be forwarded to the board.
- p. The committee's final, seventh semester report will be forwarded to the board.
- q. Notice of the decision to grant tenure or not to rehire 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.



#### 4.5 Grievance of decision to terminate employment

If the Board of Trustees's 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 calendar 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 Temporary Faculty

##### 5.1 Full-time Temporary Faculty

- a. 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 regular faculty. The committee shall be composed of the educational administrator 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.
- b. 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.
- c. The evaluatee has the right to append comments within 5 working days of receiving the final report. The evaluatee's signature indicates receipt of the report and not necessarily agreement with the content.
- d. Full-time temporary faculty hired for more than one year on a non-tenure track status shall be evaluated according to these provisions during their first semester of hire and every three years subsequently in accordance with education code and the provisions in this section. Should the recommendation be "needs improvement," the faculty member will be reevaluated the following semester.



## Part-time Temporary Faculty (Adjunct)

### 5.2.1 Rationale and Procedures:

- a. 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.
- b. The appropriate vice president, in coordination with the supervising educational administrator 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 supervising educational administrator, will select full-time faculty evaluators for the adjunct faculty. The educational administrator may evaluate up to one-half of the adjunct faculty due for evaluation. If the majority of the division’s faculty so decide, the educational administrator may do more than 50% of the adjunct evaluations. The evaluation of each adjunct faculty shall alternate between faculty and educational administrator except when the division faculty have decided to permit the educational administrator to do more than 50% of the adjunct evaluations. If the division faculty have elected not to do 50% of the evaluations, the educational administrator 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.
- c. 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 supervising educational administrator or to appropriate vice president by a quarter of the way through the course.
- d. Adjunct faculty who work in more than one division/service area will be evaluated once every three years in each division/service area. The evaluations shall be done during the same semester if possible.
- e. Full-time faculty who teach overload outside the division in which they fulfill the majority of their contractual assignment will be evaluated as adjunct in the outside division.
- f. Adjunct faculty who have not worked during the fall or spring semester for 3 years or who will work only summer or intersession may be evaluated during the intersession or summer session. If faculty are available, the schedule alternating between educational administrator and faculty shall be adhered to. If no faculty are available, the educational administrator may do the evaluation. All steps must be completed. Timelines shall be condensed as appropriate for the shorter timeframe.
- g. The evaluator(s) shall conduct student evaluations in all classes (see 2.3) and, when appropriate, obtain classified and peer input (see 2.4 and 2.5). Evaluator(s) shall use the Observation Report and the Adjunct Faculty Evaluation Report. The evaluatee’s signature on Observation Reports and on the final Adjunct Faculty Evaluation Report indicate acknowledgment of the process but not necessarily agreement with the content. The evaluatee may append written comments to the report within 5 working days, which are signed by the evaluator(s) and forwarded to the next level administrator.





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 five working days. 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 supervising educational administrator. The educational administrator 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 an educational administrator 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 evaluatee will be removed from the pool as a result of the evaluation, the evaluator/evaluation team and vice president when appropriate meet with the evaluatee to discuss the report.

### 5.2.3 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 article. 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 mainly, though not exclusively, on evaluating the areas needing improvement or unsatisfactory 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 educational administrator 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 article's provisions.



**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

1.2.1 Plans and Eligibility

1.2.1.1 Medical Plans – The District will offer the following medical plans, including the Employee Assistance Program, to all permanent full-time and part-time employees, adjunct faculty, and retirees, effective October 1, 2009:

- a. Blue Cross 1A
- b. Blue Cross 2C
- c. Blue Cross 3C
- d. Blue Cross 6A
- e. Kaiser #1
- f. Kaiser #8
- g. High Deductible PPO #2

1.2.1.2 Domestic partners are eligible for benefits under the medical plans, subject to CVT's "Domestic Partner Guidelines."

1.2.1.3 Additional benefits offered beyond the medical plans include Delta Dental, Medical Eye Services, Term Life Insurance and Income Protection. These additional benefits are not currently available to adjunct faculty. Retirees are included in all additional benefits except for the income protection plan.

1.2.2 Contributions

- 1.2.2.1 The annual District cap will remain at \$13,385.10
- 1.2.2.2 The District shall contribute 50% of the costs for adjunct faculty without access to other group insurance who work at least 40% of a full-time load.
- 1.2.2.3 The employee contribution for all full-time permanent employees and retirees shall be the same amount for the same plans (e.g., plan 1A will cost the same for both, as will plan 2C etc.).
- 1.2.2.4 The District's contribution for permanent employees working less than full-time shall be based on a percentage of employment. Such employees may waive enrollment in any plans in which they are not required to be enrolled and use the District's contribution to cover up to the full cost of the plans in which they are enrolled.
- 1.2.2.5 For 2009-10 benefits year, the employee contribution for full-time permanent employees and retirees shall be:
  - a. Blue Cross 1A: \$972
  - b. Blue Cross 2C: \$408
  - c. Blue Cross 3C: \$72
  - d. Blue Cross 6A: no employee contribution
  - e. Kaiser #1: no employee contribution
  - f. Kaiser #8: no employee contribution
  - g. High Deductible PPO#2: no employee contribution
- 1.2.2.6 For 2009-10 benefits year, the District will cover any costs not covered by the District cap plus the employee or retiree contribution.
- 1.2.2.7 The faculty bargaining unit will be using the current billed rate and NOT switch to the combination rate.
- 1.2.2.8 Married Couples or recognized domestic partners covered under the District's health and welfare benefits plan who elect enrollment in the same health plan shall be responsible for paying only one contribution.
- 1.2.2.9 The District will apply the necessary amount from the 2008/09 benefits savings of \$306,434.80 to cover the additional out of pocket cost that the covered members would incur if the rate increase were passed on to them during the 2009/10 benefits year. Cost will be calculated based on covered members as of October 1, 2009.

Any savings not applied to 2009/10 benefits costs as of the October 1, 2009 calculation will remain set aside for future joint negotiations on benefits costs.

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 any of the health insurance programs for adjunct faculty who have no other access to group health insurance and who are working at least 6.0 LHE or the equivalent load for non-classroom adjunct faculty (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 adjunct employee's share of the contribution for six months of premiums shall be obtained through payroll deduction over 5 months (March-July, October-February). The number of participants eligible for the 50% District contribution shall be limited 10% of the total number of adjunct employed during a given semester. The District and the Union agree to reopen negotiations on this item if the District's share of the cost exceeds 62% of the total cost.
    - 1.3.1.1 In consideration of the reductions in workload that have been implemented as a result of reductions in state revenues, adjunct faculty who had 50% of their medical premium paid by the District during the 2008-09 year shall be eligible to continue to have the District cover 50% of their premium for the 2010-2011 year only should their workload be under 40% for either fall 2010 or spring 2011 semester.
  
- 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.

### 1.7 Adjunct Equity

- 1.7.1. Bring existing adjunct/overload salary schedule for lecture/lecture-lab (Schedule E-Columns I and II, steps 1, 2 and 3) to 66% of comparable full-time faculty steps and columns from the full-time, 10 month faculty salary schedule. This salary provides pro-rata compensation for these steps and columns for classroom work and preparation and correction. Faculty Academy pay is adjusted to reflect 2% above new rates.
- 1.7.2. Add column III, starting in spring 2009, at 66% of Column III of the full-time, 10-month faculty salary schedule to all adjunct/overload salary schedules (lecture/lecture-lab, lab and non-classroom, Schedules E, L and H). Requirements are the same as for Column VII of the full-time faculty salary schedule. There will be no 2% increment for faculty academy for Column III.
- 1.7.3. Freeze lab adjunct/overload salary schedule (Schedule L) at current rates until lecture/lecture schedule (E) pay matches Lab schedule (L). At that time, the two will be merged into one classroom adjunct/overload salary schedule.

1.7.4. Add step 4 at 66% of step 4 of the full-time, 10-month faculty salary schedule to the lecture/lecture-lab adjunct/overload salary schedule (Schedule E). Implementation will be phased in over 4 semesters, starting in spring 2009 with 1%, fall 2009, 1%, spring 2010, 1% and fall 2010 any remaining increase.

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 equivalent 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 equivalent or Vocational Master's Equivalency
- Column III: A Master's degree or equivalent + 15 upper and/or graduate semester units; or Bachelor's degree + 45 upper division and/or graduate semester units including Master's degree or equivalent; or Vocational Master's equivalency + 15 upper division and/or graduate semester units or 15 lower division units if member does not have a Bachelor's degree.
- Column IV: A Master's degree or equivalent + 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 equivalent; 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 or equivalent + 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 equivalent; 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 or equivalent + 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 equivalent; 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.
- 5.2.3 Advancement to Column VII is only with an earned doctorate.

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 and AP&P Co-Chair will receive a summer stipend equal to 6 LHE. Honors Coordinator, SLO Chair, Distance Education Chair and AVCFT President will also receive a summer stipend of 3 LHE. AVCFT Chief Negotiator will receive hourly pay during any summer in which negotiations take place at the rate of 2 hours pay for each hour spent in negotiations' meetings. AVCFT negotiations team members will receive hourly pay during any summer and intersession in which negotiations take place at the rate of 2 hours of pay for each hour spent in negotiations' meetings.

Basic Skills Co-chair shall receive a summer stipend equivalent to 3 LHE of pay, contingent on Basic Skills funding.

LHE pay is based on the Lecture/Lecture-Lab Adjunct/Overload Salary Schedule. Hourly pay is based on the Non-classroom Adjunct/Overload Salary Schedule.

The individuals fulfilling the above roles shall submit a summary of the summer's activities when filling out the Request for Supplemental Pay. AVCFT Chief Negotiator will turn in a supplemental pay form signed by the administrator of the meeting along with a Collective Bargaining Sign-in Sheet (for District reimbursement.) AVCFT negotiations' team member will turn in a supplemental pay form signed by the administrator of the meeting along with a Collective Bargaining Sign-in Sheet (for District reimbursement).

- (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 |

10.0 Compensation for non-athletic teams:

10.1 Model UN

- 10.1.1 The instructor of the Model UN course accepts the responsibility of coaching the students and taking them to competitions during each semester of the academic year. The number of competitions is to be set by mutual agreement between the coach and the VP of Academic Affairs during the previous semester. Attendance at out-of-state competitions is subject to funding being obtained from non-college sources.
- 10.1.2 The instructor shall receive load for the course based on the LHE as determined through AP&P.
- 10.1.3 The instructor shall receive 2.0 LHE (1 LHE each semester) on load for promotion and recruiting.
- 10.1.4 The instructor shall receive a \$500 stipend per competition for work done outside of the class time. The stipend shall be paid at the end of each semester.

10.2 Forensics

- 10.2.1 The instructor of the Forensics course accepts the responsibility of coaching the students enrolled in the course and taking them to tournaments each semester. The number of tournaments is to be set by mutual agreement between the coach and the VP of Academic Affairs during the previous semester. Attendance at out-of-state tournaments is subject to funding being obtained from non-college sources.
- 10.2.2 The instructor shall receive load for the course based on the LHE as determined through AP&P. Course will be revised with a fixed number of LHE/units for students rather than a variable total.
- 10.2.3 The instructor shall receive 2.0 LHE (1 LHE each semester) on load for promotion and recruiting.
- 10.2.4 The instructor shall receive a \$500 stipend per competition for work done outside of the class time. The stipend shall be paid at the end of each semester.

10.3 Journalism

- 10.3.1 Instructor of the Newspaper Production Course shall receive load for the course based on LHE as determined through AP&P.

10.3.2 Instructor shall receive an additional 3 LHE for serving as the publication advisor to the college newspaper with duties to be mutually agreed upon as outlined in the “Guidelines for Journalism Advisor.”

11.0 Nursing Stipend

- 11.1 Antelope Valley College applied for and received a state grant to supplement pay of beginning registered nursing instructors in order to help the College recruit and retain such instructors; both temporary full-time and contract full-time R. N. faculty are eligible.
- 11.2 This grant began with the 2006-2007 academic year and applies to all eligible faculty employed at the effective date of May 14, 2007; the grant ends June 20, 2011.
- 11.3 The state has fully funded the grant for the five years.
- 11.4 The supplemental pay is for the amounts as follows:
  - a. year one: \$6,000
  - b. year two: \$5,000
  - c. year three: \$4,000
  - d. year four: \$3,000
  - e. year five: \$2,000
- 11.5 Faculty must complete a full year of employment to be eligible and the stipend will be paid after the completion of the year.
- 11.6 The indirect district costs (STRS, worker’s compensation etc) will be paid by the District.
- 11.7 The grant may be amended to include instructors hired at a later date, but during the grant period. During the first year of hire for these instructors, the supplement will be at the year one rate (\$6,000), reduced by \$1,000 each year until the supplement reaches \$2,000 per year or the grant expires.
- 11.8 At the end of the grant period, these instructors will receive only the base salary corresponding to their step and column on the full-time faculty salary schedule.
- 11.9 Should the state for any reason withdraw funding for this grant, the District agrees to pay the amounts that would have been paid by the grant.

**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                             |
| Faculty Professional Development<br>Chair | 6 LHE/semester                             |
| Basic Skills Co-chair                     | 3 LHE (Contingent on Basic Skills Funding) |

|                                 |                 |               |
|---------------------------------|-----------------|---------------|
| Tenure Review Committee Chair   | .5 LHE/semester |               |
| Program Review Coordinator      | 9 LHE           |               |
| Student Learning Outcomes Chair | 6 LHE           |               |
| Distance Education Chair        | 6 LHE           |               |
| AP&P Co-chair                   | 6 LHE           |               |
| Tenure Review Coordinator       |                 |               |
| <u>No. of Committees</u>        | <u>Fall</u>     | <u>Spring</u> |
| 1- 15                           | 3 LHE           | 3 LHE         |
| 16- 30                          | 6 LHE           | 6 LHE         |
| 31- 45                          | 9 LHE           | 6 LHE         |
| 45- 60                          | 12 LHE          | 6 LHE         |
| 60- 75                          | 12 LHE          | 9 LHE         |
| 76- 90                          | 12 LHE          | 12 LHE        |
| 91-105                          | 15 LHE          | 12 LHE        |

Faculty Accreditation Coordinator--This 3-year position is selected by the Academic Senate after consultation with the college president and the accreditation liaison officer per mutual agreement to oversee the self-study process. The following dates apply to the 12 semester cycle of Spring 2008 to Fall 2013 and repeats at the end of that cycle.

**3-Year Term: Self-Study and Accreditation Visit**

|         |   |
|---------|---|
| 6 LHE   | Spring 2008 - Chair receives training; formation of standards and steering committees; training of committee chairs, establishment of timelines |
| 3-9 LHE | Spring 2008 through Fall 2008—if required—Progress Report   |
| 3 LHE   | Summer 2008   |
| 6 LHE   | Fall 2008   |
| 6 LHE   | Spring 2009   |
| 3 LHE   | Summer 2009   |
| 9 LHE   | Fall 2009   |
| 9LHE    | Spring 2010   |
| 3 LHE   | Summer 2010   |
| 3 LHE   | Fall 2010   |

**3-Year Term: Mid-term Report and Progress Report**

|         |  |
|---------|--|
| 3 LHE   | Spring 2011- if required                                   |
| 0 LHE   | Fall 2011  |
| 3-9 LHE | Spring 2012 through Fall 2012--if required—Progress Report |
| 3-9 LHE | Spring 2013 through Fall 2013-- Midterm Report             |

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

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 program 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 2009 and may be continued on an annual basis with agreement of the AVCFT and the District, after reviewing state funding for adjunct office hours.

9.6.2 Compensation will be provided at the rate of five hours per term for faculty teaching at least 3 LHE's, ten hours per term for faculty teaching at least 6 LHE's, and fifteen 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 These office hours do not count toward the 67% FTE limit in Education Code 87882.

9.7 Service/Governance Compensation

- a. Establish a fund of \$15,000 annually beginning with the 2007-08 academic year to which classroom adjunct can apply to receive compensation for work done outside of classroom duties that are done by full-time faculty as part of college service and governance.
- b. Activities for which compensation may be requested shall be determined annually by mutual agreement between the District and the Federation at a rate to be defined for each activity. Examples: new course proposal \$500; course revision \$200; service on committees (subject to administrative approval); \$30 per meeting attended. Participation in a program review report will be paid as negotiated between the faculty member and the appropriate vice-president.
- c. Such compensation shall not exceed the pro-rata share of service/governance for that adjunct's workload.
- d. Compensation shall be paid after work is completed and accepted.
- e. Work that is compensated through this fund cannot be used to fulfill Flex obligations.
- f. Compensation is considered salary and therefore is subject to all the taxes and deductions of salary
- g. Compensation will be paid on a first come, first served basis until the fund is exhausted. The vice-president of academic affairs will keep a running total of approved projects so as not to approve projects for which there will be no funds.
- h. Compensation for such work done by classroom faculty does not count towards load in terms of the 67% rule since it represents the service/governance component of full-time faculty work (Ed Code 87482.5(c)1).
- i. Projects must be preapproved by the dean and the vice-president on the form (attached) "Application for Adjunct Service/Governance Compensation."
- j. Non-classroom adjunct may also be assigned service/governance tasks and program development work; however, compensation will not come from this fund, but is part of the total hours they are assigned.
- k. This agreement is subject to being reopened in negotiations at the request of either party.

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 67% 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).
- (f) 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 67% 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 67% 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-opens. This does not preclude the possibility of negotiating any contract items.

### 13.0 Faculty Assignments

- 13.1. For each term, of the four terms (summer, fall, intersession and spring), a draft schedule (rolled over from the previous parallel term plus changes) is prepared by the dean and sent to all currently employed faculty, and all faculty who are still in the hiring pool, who will then be given an opportunity to state their availability and preference for assignment by submitting the “Assignments/Preferences” form to their dean.
- 13.2. All assignment requests, including confirmation of draft or requests for changes to draft, must be submitted on the “Assignments/Preferences” form on or before the deadlines set by the dean. Deadline shall be included on form. This form will have a place for faculty to indicate that they are not requesting an assignment and must be returned by all faculty.
- 13.3. All regular and contract classroom and non-classroom faculty assignments in a given discipline are allotted. Adjunct and overload assignments will then be allotted. The draft of the division schedule will be sent to all faculty in the division prior to the schedule going to layout. Deans are encouraged to send out earlier drafts to facilitate consultation.
- 13.4. Full-time faculty may be assigned up to 10 LHE (67% for non-classroom) overload and adjunct faculty may be assigned up to 10 LHE load (67% for non-classroom) for fall and spring terms, up to 8 LHE (53% of full-time load for non-classroom) for intersession and up to 10 LHE (67% of a full-time load for non-classroom faculty) for summer term).
- 13.5. The load of adjunct faculty or overload of full-time faculty may be reduced or eliminated from the previous parallel term for the following reasons. Upon request, the reasons must be identified.
- a. A course is canceled due to low enrollment;
  - b. Course offerings/workload in the discipline areas have been reduced;
  - c. The faculty declines or temporarily reduces service for a reason approved by the dean;
  - d. The faculty requests a permanent reduction in the assignment;
  - e. Consolidation of courses/workload into a contract position;
  - f. Reduction in force;
  - g. Return of full-time or contract faculty from sabbatical or leave;
  - h. Course/workload needed for full-time or contract faculty needing to make load (course/workload will be taken first from interns, emergency hires, or other faculty in hiring pool);
  - i. Adjunct has been removed from the pool;
  - j. Inability to complete assignment without acceptable reason;
  - k. Other identified district need or reason (must be stated).
- 13.6 Withholding of adjunct load and overload may not be unreasonable, arbitrary or capricious.

### 14.0 Faculty Reassignment

- 14.1 For purposes of this article, reassignment shall only mean to change a full-time faculty member's
- assignment or work duties from one division to another or
  - assignment or work duties from one discipline to another.
- 14.2 Reassignment may be voluntary (initiated by the faculty member) or involuntary (initiated by the District).
- 14.3 Reassignment shall be based on due consideration of the following factors:
- minimum qualifications,
  - legal requirements applicable to the District,
  - programmatic needs of the District,
  - viability of education programs,
  - exploration of alternatives,
  - recent experience in the discipline/work duties,
  - injury or health considerations,
  - need to maintain a full-time load.

14.4 Reassignment within a division falls within the administration's right of assignment based on the factors enumerated in section 14.3 of this article.

14.5 Voluntary Reassignment

If a full-time vacancy occurs in a division or discipline outside of the unit member's normal assignment, the unit member may submit a written request to the appropriate vice-president to be reassigned. The vice-president will consult with the unit member's original division to establish the continued viability of the programs that the unit member is leaving. If the majority of the faculty and the dean of the original department are in agreement, then the members of the receiving division will be consulted. If the majority of the faculty and the dean of the receiving department are in agreement, and if all of the above factors have been duly considered, then the reassignment shall be allowed.

14.5.1 The District may also reassign current faculty to a new assignment in the absence of a vacancy if the reassignment is made by mutual agreement of the faculty and the District and the originating and receiving departments have been consulted as delineated in the above paragraph.

14.6 Involuntary Reassignment

Involuntary reassignment shall be initiated by the District based only on the factors enumerated above in section 14.0 of this article.

14.6.1 Absent an urgent need for the immediate services of a unit member, any member who is involuntarily reassigned will return to his/her original assignment at the beginning of the next year.

14.7 Split assignment:

Reassignment may include an assignment split between division/disciplines, campuses, centers or sites.

A faculty member may not be involuntarily reassigned to a split assignment unless such reassignment is necessary

- to maintain a full-time load
- because student demand necessitates such reassignment
- because requests for voluntary reassignment have failed to provide adequate course coverage
- because programs have been reduced or eliminated (reduction in force)

14.7.1 Involuntary split assignments will be reviewed each semester to ensure that the reassignment is still applicable. When the split assignment is no longer necessary, the faculty member will return to his/her original assignment.

14.8 Reduction in Force

In the case of a reassignment due to a reduction in force, 10, 11, and 12 month, assignments shall all be considered full-time faculty assignments. The new assignment may be for a different number of months than the original in order to avoid layoff. Such reassignments shall be subject to annual review by the District with the possibility of reinstatement to the original 10, 11, or 12 month position.

**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 enrollment trends indicate that a course will have insufficient enrollment to meet minimum class size, a course may be cancelled four weeks before the beginning of its respective part of term if the faculty member assigned to teach this course is assigned another course that represents an equivalent workload. This provision is primarily intended for courses with multiple sections (3 or more) being offered in order to manage courses based on student demands. Courses may also be canceled by mutual agreement between the dean and the assigned faculty member.
- 2.2 Changes in instructor to a section that is not being cancelled may only be made if all parties agree.
- 2.3 If the minimum class size is met by five business days (excluding Saturdays) 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.
- 2.4 Classes with fewer than 15 students enrolled five business days (excluding Saturdays) before the beginning of each part of term may be cancelled.
- 2.5 Those classes with fewer than 15 students that are 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 on the last work day (excluding Saturdays) before the beginning of each part of term if they do not meet the minimum class size.
- 2.6 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 the three agree to cancel it. Faculty members will be paid for the class meeting. If the class does not meet for the entire time scheduled because it is cancelled, the instructor will be paid for a minimum of one hour based on the lecture/lecture-lab or lab adjunct/overload salary schedule.
- 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.

6.0 Overlapping Enrollments

The District may, in exceptional circumstances, enroll a student in two courses where the meeting times overlap if all of the following provisions are met:

The reason why the students cannot enroll in non-overlapping courses must be given

The overlap may not exceed 10 minutes

Both faculty members must give their written agreement to the overlapping enrollment; faculty members understand that they are under no obligation to agree but that, if they do agree, the student must make up the time missed under the supervision of the instructor during the same week the time was missed.

**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 10 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 67% 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: Mediation
- The District and the Federation mutually agree that all disagreements and grievances related to or arising under this Agreement which cannot be resolved by direct negotiation at Level Three will, on behalf of either or both parties, be submitted to at least one (1) session of confidential mediation before a mutually acceptable Mediator appointed by the Center for Dispute Resolution in Santa Monica, California. The mediation shall be advisory only and shall not be binding on either party. Unless the parties agree otherwise, any statements made by the parties in mediation shall be kept confidential. Any agreement reached through mediation, shall not be kept confidential and shall constitute precedent, unless the parties agree otherwise. The costs of mediation shall be shared equally by the parties unless they agree otherwise. By mutual agreement, the parties may skip Level Four (Mediation).
- 4.6 Level Five: Board of Trustees
- 4.6.1 Within ten (10) days of receipt of the written decision of the Superintendent or the conclusion of mediation, whichever applies, 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, a copy of the recommendation of the mediator, if applicable, and a clear, concise statement of the reasons for the appeal. A copy of the appeal shall be given to the Vice President of Human Resources/Employee Relations and to the Federation.
- 4.6.2 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 Due to the elimination of credentials and the creation of Minimum Qualifications (MQ), each community college had to 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 enrollment or discontinuance of a program (EC 87743).

This article applies to all tenured (regular) and probationary (contract) faculty. The provisions of this article shall be implemented in accordance with Education Code sections 87743, 87743.1, 87743.2, 87743.3, 87743.4, 87743.5, 87744, 87745, and 87746.

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 work experience and the protection of the seniority rights of faculty members providing minimum qualifications and competency standards are met (EC 87743.3).

3.0 Legal Implications and Procedures

Faculty Service Areas are 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's ensure that academic rigor and standards are preserved within individual courses, disciplines, and student support programs. In addition, they reduce the number of Faculty Service Areas to a manageable number so that employment records can be more easily maintained and updated, and make placement of faculty with multiple degrees in more than one FSA a simpler process.

Each regular and probationary faculty member will apply for and be placed in one or more FSA's when hired based on minimum qualifications and competency standards. After initial employment, full-time faculty may apply for additional FSA's for which they meet minimum qualifications and competency requirements. 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 (EC 87743.3).

The district must "maintain a permanent record for each faculty member employed by the district," and this record must reflect "each faculty service area for which the faculty member possesses the minimum qualifications" and meets the "established competency" criteria for that district. Records of teaching or professional experience, course work, or training completed will be kept in the faculty member's personnel file maintained by the Office of Human Resources. (EC 87743.4)

Applications for an FSA are approved by the Vice-President or Director of Human Resources.

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 Resources 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.

It is the responsibility of the Office of Human Resources and the Vice President 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.

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 Federation will consult with the Academic Senate on grievances related to FSA's.

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 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, according to date of hire:

- (a) tenured (regular) faculty
- (b) probationary (contract) faculty
- (c) adjunct (temporary) faculty

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" (EC87743). Thus, seniority remains a deciding factor in a "bumping" situation, providing the tenured faculty member is eligible to work 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 March" prior to the "beginning of the following school year" (EC 87740). "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).

#### 4.0 Faculty Service Areas for AVC are as follows:

##### **FSA #1**

Technical Education:

Aeronautics  
Aircraft Fabrication and Assembly  
Agricultural Production  
Air Conditioning, Refrigeration, Heating  
Auto Body  
Automotive Technology  
Botany  
Electricity  
Electronics Technology  
Fire Technology  
Clothing and Textiles  
Interior Design  
Welding

##### **FSA #2**

Mathematics and Sciences, and Engineering and Health Sciences:

Mathematics  
Biological Sciences  
Physics/Astronomy  
Physical Science  
Chemistry  
Water Treatment

Geology/Earth Science  
Geography  
Engineering  
Emergency Medical Technician  
Medical Assistant  
  
Nursing Ancillaries  
Nursing RN  
Nursing LVN  
Health Information Technology  
Nurse Aide/Home Health Aide  
Nutrition and Foods  
Drafting/Computer Aided Design  
Respiratory Therapy

**FSA #3**

Social and Behavioral Sciences/Child and Family Education, and Student Services and Physical Education and Athletics:  
Administration of Justice  
Anthropology  
Economics  
Education  
History  
Philosophy  
Political Science  
Psychology  
Sociology  
Child Development  
Child and Family Education  
Family and Consumer Studies  
Counseling  
Special Education  
EOPS  
Disabled Student Services  
Human Development  
Learning Assistance  
Physical Education  
Dance  
Athletic Training  
Health Education

**FSA #4**

Library Science, Language Arts, Visual and Performing Arts:  
Communication Arts  
Library Science  
English (composition/literature)  
Reading  
ESL  
Journalism  
Foreign Languages  
Deaf Studies  
Art  
Music  
Drama/Theatre Arts



Graphic Arts  
 Photography  
 Computer Graphics  
 Multimedia  
 Film and Television

FSA #5

Business and Computer Studies:  
 Accounting  
 Business  
 Marketing  
 Management  
 Office Technology  
 Real Estate  
 Computer Information Science  
 Computer Applications  
 Banking and Finance

5.0 Definition of Competency

Two conditions must be met in order to remain or become competent to work within one or more FSA's. These two conditions are as follows:

5.1 For those disciplines requiring a Master's Degree:

(a) a faculty member must meet the Minimum Qualifications set by the BOG at the time of the member's hire date for the discipline in which he or she wishes to work,

AND

(b) have maintained competency by working within that FSA within the past five years at any accredited community college, college, or university,

OR

gain or regain competency by having taken 6 semester credits of relevant upper division or graduate level course work within the discipline the faculty member wishes to teach/work in from an accredited college or university during the past five years. Records of course work will be kept in the faculty member's personnel file maintained by the Office of Human Resources.

5.2 For those disciplines not requiring a Master's Degree:

(a) a faculty member must meet the Minimum Qualifications set by the BOG at the time of the member's hire date for the discipline in which he or she wishes to work,

AND

(b) have maintained competency by working within that FSA within the past five years at any accredited community college, college, or university,

OR

gain or regain competency by having taken the equivalent of 6 semester credits of relevant course work, continuing education courses, or training within the discipline he or she wishes to teach/work in which would lead to or maintain relicensure or recertification within that profession during the past five years. This course work/training 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*

## 6.0 Faculty Retraining

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

(a) For a faculty member who meets MQ’s for an FSA but does not meet the district’s Competency Criteria, that person, once given a layoff notice on or before March 15th (EC 87740), may establish competency according to the above guidelines and qualify for a new FSA on or before Feb. 15 of the following year. In this way, when a faculty member returns to the district, he or she retains seniority upon satisfactorily meeting Competency Criteria and retains the right to bump a less senior member of the faculty.

(b) For a faculty member who wishes to meet new MQs, 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. Regular faculty may volunteer for retraining over probationary faculty. If the district funds a retraining program, a tenured faculty member who retrains will be paid his/her 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.

## 7.0 Review of Policy

In the process of adding new programs or disciplines, the AP&P committee shall determine in which FSA the program or discipline belongs. If the program or discipline does not fit any currently existing FSA’s, AP&P shall make a recommendation to the Federation and the Office of Human Resources for the establishment of a new FSA. New FSA’s must be approved by the Federation and the District.

For non-classroom work, recommendations for new FSA’s, changes to current FSA’s or placement of new disciplines into existing FSA’s shall be made by the Academic Senate. New FSA’s must be approved by the Federation and the District. If the District or Federation believe changes must be made to current FSA’s, either party may send a request to AP&P or the Academic Senate to review the requested change and to make a recommendation back to the Federation and District. Any changes must be approved by the Federation and the District. Changes made are effective in the academic year following their approval.

**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 podcasts, TV and computers, though not limited to these media.
- Hybrid Course: A course designed to utilize some classroom-based instruction integrated with other modes of electronic instructional delivery: e.g. Internet, e-mail, video, discussion boards, multi media, etc. Hybrid courses meet both on-campus and online.
  - Interactive Television (ITV): classes shared by local sites and connected to remote sites.
  - Online Course: a course designed to utilize methods of instruction entirely online. (No on-campus meetings required.)
  - Telecourse: videotaped course lectures; also call Instructional Television. Students view pre-taped lectures and then meet with an instructor for discussion, tests, and other classroom-based activities.
- 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. 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 Technical support is limited to AVCCD owned software, equipment, or contracted services and is limited to AVCCD premises.
- All Distance Education online/hybrid courses must be delivered using the course management system adopted by the College.
- 7.0 Evaluation Procedure
- Any unit member who elects to teach an online class must agree to have his or her competency to teach distance education courses evaluated by the respective Dean and students during the first semester.
  - Instructors teaching distance education courses shall be evaluated
  - Anyone who evaluates an online course shall have experience or training in online delivery or evaluation.
  - For probationary faculty, online course evaluation shall be part of the regular tenure evaluation process. For tenured and adjunct faculty, this evaluation will not restart the agreed-upon 3 year evaluation process.

- Any teaching deficiencies shall be handled according to the provisions of this contract.
- Unsatisfactory performance in teaching an online course may preclude the faculty member from further assignment to an online course.

#### 8.0 Faculty Competency to Teach Online

- Any bargaining unit member who voluntarily elects to teach an online or hybrid class must:
  - ◆ Complete approved training for online teaching or equivalent prior to teaching an online course, or prove prior competence in online teaching from another institution. No compensation will be provided for the training, but the hours can be used for Faculty Professional Development credit.
  - ◆ Complete institutional training for use of current College Distance Education course management system or equivalent.
  - ◆ Ensure that all courses taught are in compliance with the Course Outline of Record and Title 5 regulations as overseen by the AP&P approval process.
- Training:
  - ◆ Training will be provided to all faculty wishing to teach Distance Education courses.

#### 9.0 Office Hours

- All full-time faculty teaching Distance Education classes are required to maintain regular on-campus office hours and are to participate in campus governance responsibilities as stated in this contract
- Unit members teaching distance education courses may elect to fulfill their office hour requirement for the distance education course in an alternative distance mode away from the office. Virtual office hours may be held in proportion to the professor's distance learning load so long as the proportionate office hour is conducted in a synchronous mode and clearly communicated in the syllabus.
- "Regular effective contact," as defined and identified in the Distance Education Form Question 5A "Regular Effective Contact" from AP&P, between instructor and students includes group or individual meetings, orientation and review sessions, supplemental seminar or study sessions, field trips, library workshops telephone contact, correspondence, voice mail, email or other activities. Distance learning faculty shall use professional discretion in selecting the appropriate method(s) of student consolation and shall specify those method(s) in the course description including the response time for asynchronous communication.

#### 10.0 District and Faculty Ownership

- If materials developed cooperatively between District and Faculty are marketed, the District and Faculty must have an agreement that specifies distribution of royalties.
- Instructional materials are the sole property of the Faculty member who creates them (except when developed as work for hire or cooperatively developed materials), and the District waives any claim to ownership of them.
- When Faculty member(s) independently obtains grant funding for the production of a work or invention and seeks District participation, the District agrees ownership must be clearly delineated in a written agreement.

- A Faculty member’s lecture may be recorded by the college and made available to students during the semester of the class. The Faculty member shall own all copyrights or product rights to any recordings of his/her lecture.
- Creation of intellectual property during a paid sabbatical leave is the property of the faculty member and the copyright to the work(s) is owned by the faculty member.

#### 11.0 Distance Education-related Working Conditions

Teaching of Distance Education courses shall be on a voluntary basis unless indicated as required in the position announcement under which the unit member was hired.

- Online classes are excluded from over-enrollment.
- It is not the intent of the District to displace full time faculty because of Distance Education courses.
- No Distance Education work shall be offered to persons not employed within the faculty bargaining unit.
- No work traditionally performed by unit members shall be awarded to other institutions for transmission to Antelope Valley College District students by electronic means without written agreement with the Union.

#### 12.0 Right of First Refusal

- Subject to the District’s rights of assignment, faculty who have developed an online course in the experimental phase and have subsequently taken the course through the curricular process shall have the first right of refusal for teaching the course for the first two semesters it is offered.
- Distance Education courses are subject to the same management “right of assignment” rules as face-to-face classes.

#### 13.0 Sick Leave

- Unit members whose teaching assignment, whether as load or overload, includes on-line or other distanced education courses, shall receive the same number of hours of sick leave as they would be entitled to had the same course been offered as a full-term, traditionally delivered course, whether during the regular semester or during an intersession or summer session. Online instructors are expected to log on to the computer and monitor and interact with the students in the course each week of the semester or session when classes are scheduled to be taught. An instructor who has a serious illness that prevents him/her from attending to his/her duties teaching an on-line class shall account for sick leave in the following manner:
- For the purpose of sick leave calculation, the on-line course shall be treated as though it is being taught in a traditional classroom environment. Therefore, for each week of a regular semester length on-line course that a unit member is unable to log on to the computer and monitor and interact with the on-line students of the course, the unit member will use the appropriate sick leave hours according to the provisions in this contract under Article V, 3.3.
- During an intersession or summer session, on-line instructors are expected to log on to the computer and monitor and interact with the on-line students of the course for at least the same number of days of instruction as if the course were being held in a traditional manner on campus. If an instructor is ill and unable to perform this duty then sick leave shall be claimed in a way similar to that as if the course were being taught in a traditional manner.

- On-line instructors are required to notify the appropriate administrator if they will be absent from on-line instruction. In cases where the on-line instructor will be absent from the on-line course for a period longer than one calendar week, or an equivalent number of days during a winter or summer session, then effort shall be made to acquire a substitute instructor to monitor and interact with the on-line students of the course.
- The District and the Union agree to research the issue of assignment distance education courses to load rather than overload and will try to reach agreement on a practice by spring 2011.
- If faculty teaching distance education courses continue to meet their regular obligations with their distance education class sessions, whether they be online, hybrid, interactive television, telecourse or other course meeting the definition of a distance education course, while taking sick leave for their face-to-face class sessions, sick leave will not be taken for their online classes.

14.0 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 actually 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 derivative 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 any 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**  
**DEPARTMENT CHAIRS**

1.0 Department Chairs

1.1 Job duties and eligibility, selection and terms for Department Chairs and Program Coordinators.

1.1.1 Program Coordinator: faculty member who assists department chair or division dean in the coordination and administration of a specific program of study, discipline or sub-discipline (e.g. ESL, Composition, Radiologic Technology, LVN). Duties may include preparing, reviewing or revising curriculum, preparing the schedule of classes, advising student, administering the program budget, acting as a liaison to the department chair, organizing advisory committees or coordinating with officials at a remote site needed for instruction or other duties as best assists the division or department.

1.1.2 Implementation: Department Chairs/Program Coordinators will be piloted in fall 2008 for the Math/Science and Health Sciences Divisions and in Language Arts in Spring 2009. Implementation for additional divisions shall be on a schedule as agreed upon in negotiations. Math/Science will receive 37 LHE annually starting fall 2008.

Health Sciences will receive 30 LHE (one full-time equivalent faculty) of reassigned time annually to cover the duties of department chair as well as to assist the Division Dean/Director in the coordination of off-site facilities and accreditation. The duties shall be divided among three positions (18 LHE, 6 LHE and 6 LHE) with duties and titles as agreed upon by the Division Dean and Faculty, subject to agreement of the District administration and AVCFT.

Language Arts will receive 14.5 LHE (29 LHE annually) starting spring 2009.

1.1.3 Negotiations will continue in fall 2008/spring 2009 to refine/modify job duties and compensation based on evaluation of divisions who pilot chairs and coordinators in 2008-09.

1.1.4 The Division full-time faculty in conjunction with the dean will recommend to the appropriate vice-president and the union how the division shall be divided into department chairs and Program Coordinators. Each spring, the amount of reassigned time available to chairs/coordinators for the following year will be calculated according to the "Department Chair Compensation Matrix," based on the data from the previous summer, fall, and intersession terms and the current spring term (summer and fall 2007, intersession and spring 2008 for the 2008-09 year). The District will furnish AVCFT with the supporting documentation that determined the reassigned time. A division may have only chairs, only coordinators, a combination of both or elect to have none. The division shall

reconsider the establishment of department chairs and program coordinators every three years prior to beginning new terms of office and make recommendations to the VP and Union.

- 1.1.5 The District, in conjunction with AVCFT, shall furnish training for all department chairs in their first term of office on all sections of the collective bargaining agreement necessary to carry out chair/coordinator duties (e.g., assignment, handling of student complaints, evaluation) and other codes and regulations as necessary (e.g., 67% law, discrimination and harassment complaints). Once each semester, a union representative will be invited to a chair/coordinator meeting to discuss contract issues.
- 1.1.6 Chairs/Coordinators are not required to furnish any service outside of the regularly scheduled fall/spring terms as they are not compensated during those times.

1.2 Department Chair - Duties

- 1.2.1 Provide primary input in the class scheduling process in response to District guidelines and parameters.
- 1.2.2 Review and make corrections to preliminary drafts of the class schedule and catalog.
- 1.2.3 Identify adjunct faculty staffing needs to Human Resources and assist with recruitment.
- 1.2.4 Participate in interviews and recommend adjunct faculty for hire and assignments.
- 1.2.5 Orient new faculty to the department and program.
- 1.2.6 Provide input to Dean for annual budget and other expenditure requests to relevant college funds.
- 1.2.7 Attend standing Department Chair meetings and meet with Dean and Vice President as needed.
- 1.2.8 Overview and monitor departmental expenditures during the academic year.
- 1.2.9 Coordinate evaluation of faculty members and equivalencies, excluding probationary faculty.
- 1.2.10 Report and follow-up on assigned faculty needs.
- 1.2.11 Assist the Dean in completing the program review and other planning activities as needed.
- 1.2.12 Make recommendations for full-time faculty additions, and program expansion and modification.
- 1.2.13 Coordinate the review, modification, additions and deletions to department curriculum.
- 1.2.14 Where appropriate, organize and conduct meetings of program advisory committees.
- 1.2.15 When appropriate, represent the department to the community.

1.3 Department Chair/Coordinator Eligibility, Election, Term of Office, Recall/Removal, and Assessment)

1.3.1 Eligibility

- (a) All tenured faculty members of a department may be considered for the position of Chair.
- (b) All full-time faculty members of a department are eligible to vote for Chair. A department may include adjunct faculty at its discretion,
- (c) Department Chairs are elected by department members only.

### 1.3.2 Election

- (a) Elections will be held during the April department meeting at the end of the Chair's/Coordinator's term of office, and the members of the department are to be notified of the election at least a month in advance. If the Chair fails to call for elections, the Division Dean shall do so.
- (b) The vote is to be conducted by the eligible members of the department.
- (c) Voting is by secret ballot. Two individuals will validate the vote.
- (d) To be elected, a candidate must received 50% + 1 of the votes of the eligible votes in the department who are present and voting.
- (e) The candidate, or, in the case of a tie, candidates, receiving the fewest votes shall be eliminated and voting shall continue until one candidate receives 50% + 1 of the votes. If there is a tie for second place between persons receiving the fewest number of votes, and no candidate emerges with a majority of the votes cast, then an election shall be held between the persons tied for second to determine who shall appear on the final ballot against the leading vote-getter.
- (f) In the event that the two final candidates tie and the tie cannot be broken, selection can be determined by lot.

### 1.3.3 Term of Office

- (a) The term of office is three years, to be determined by each department, and commencing the first day of instruction the year selected,
- (b) In the event that a Department Chair does not complete their term of office, a new Chair shall be elected in accordance with this article to serve for the remainder of the unexpired term,
- (c) To be elected to a third or more consecutive terms, a Department Chair must receive 2/3 or more votes on the first ballot,
- (d) Should the Department Chair fail to receive 2/3 or more of the votes on the first ballot, the ballot will be open to all eligible candidates, excluding the present Chair.

### 1.3.4 Department Chair Recall/Removal

- (a) A Chair may be recalled by the department by a 2/3 vote of the department. Such a recall election may be instituted by a petition signed by 40% of the full-time members of the department and filed with the Dean of the Division. The reasons for recall must be stated in writing. The Department Chair shall have a chance at a department meeting to answer to the reasons for recall before voting takes place. The department shall select at least two department members to administer the vote, and the Division Dean shall oversee the process.
- (b) Recall/removal may be instituted no sooner than one year after the Chair takes office. A recalled Department Chair shall not be eligible for the position of Department Chair until another Chair has served in that position and at least one year has elapsed since having been recalled.

A predominantly unsatisfactory assessment of the Chair's performance by the Dean and/or by the department faculty can invoke a recall election, which would abide by the procedures described above, with the unsatisfactory assessment(s) constituting the reasons stated in writing.

In the unusual and extreme circumstance that a Chair fails to satisfactorily fulfill the responsibilities and carry out duties of Chair because of matters that cannot be made public, thereby denying the Dean the opportunity to present to the department as case for removing the chair, the Dean can petition the Vice President of Academic Affairs for the authority to relieve the Chair of duties and to call for another election for which the removed Chair would not be eligible.

- (c) A recalled or removed Department Chair will be accorded the full right to due process.

1.3.5 Assessment

- (a) Primarily for the purpose of promoting the development of the Department Chair, Chairs shall be assessed annually by all eligible faculty members, as determined by the department. The department may include adjunct faculty, classified staff, advisory committee member, and others at its discretion. A "Department Chair Assessment Instrument," designed by the department in consultation with the Chair and Division Dean will be furnished to department members by the Department Chair. The assessment criteria on the form shall reflect the job duties as outlined in the Department Chair Job Responsibilities. The Chair and Dean may agree to send the form to others as appropriate.
- (b) The Division Dean shall provide a written assessment of the Chair's job performance before the end of the spring semester. The Dean's assessment shall be based primarily on the data from the returned assessment forms and include an analysis of them. Additionally, the Dean shall include their own reflections.
- (c) The Dean must meet with the Chair to discuss both the faculty assessments and the Dean's assessment analysis. Suggestions for improvement may be included, even for chairs demonstrating superior performance. Recommendations for improvement must be accompanied by specific suggestions for change and a reasonable time line delineating when the changes are to occur.
- (d) Both the faculty assessments and the Dean's analysis are to be kept on file in the office of the Department Chair during that Chair's term of office.



**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

\_\_\_\_\_  
Steve Buffalo, President, AVCCD      Date  
Board of Trustees

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

ACCEPTED:

ANTELOPE VALLEY COLLEGE  
FEDERATION OF TEACHERS

\_\_\_\_\_  
Negotiating Team Member      Date  
AVCFT

\_\_\_\_\_  
Susan Lowry, President AVCFT      Date

\_\_\_\_\_  
Justin Shores, 1st Vice-President,      Date  
AVCFT

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## 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.

**16-Week**



**2010-2011 ANTELOPE VALLEY COLLEGE ACADEMIC CALENDAR**

**FALL 2010  
AUGUST 2010**

|     | M  | T  | W  | Th | F  | S  |                            |
|-----|----|----|----|----|----|----|----------------------------|
|     | 2  | 3  | 3  | 5  | 6  | 7  |                            |
|     | 9  | 10 | 11 | 12 | 13 | 14 | Summer 2010 Ends–Aug. 6    |
|     | 16 | 17 | 18 | 19 | 20 | 21 |                            |
| (1) | 6  | 23 | 24 | 25 | 26 | 27 | Fall 2010 Starts – Aug. 23 |
| (2) | 2  | 30 | 31 |    |    |    |                            |
|     | 8  |    |    |    |    |    |                            |

**SPRING 2011  
FEBRUARY 2011**

|   | M  | T  | W  | Th | F  | S  |                                 |
|---|----|----|----|----|----|----|---------------------------------|
| 6 | 8  | 9  | 10 | 11 | 12 |    | Spring 2011 Starts – Feb. 7 (1) |
| 4 | 14 | 15 | 16 | 17 | 18 | 19 | Lincoln's Day – Feb. 18 (2)     |
| 5 | 21 | 22 | 23 | 24 | 25 | 26 | Local Holiday – Feb. 19 (3)     |
| 1 | 28 |    |    |    |    |    | Washington's Day – Feb. 21 (4)  |
|   |    |    |    |    |    |    | Spring Census – Feb. 22         |
|   | 16 |    |    |    |    |    |                                 |

**SEPTEMBER 2010**

|     | M  | T  | W  | Th | F  | S  |                           |
|-----|----|----|----|----|----|----|---------------------------|
| (2) | 4  |    | 1  | 2  | 3  | 4  |                           |
| (3) | 5  | 6  | 7  | 8  | 9  | 10 | Labor Day – Sep. 6        |
| (4) | 6  | 13 | 14 | 15 | 16 | 17 | Fall Census Date – Sep. 7 |
| (5) | 6  | 20 | 21 | 22 | 23 | 24 | 25                        |
| (6) | 4  | 27 | 28 | 29 | 30 |    |                           |
|     | 25 |    |    |    |    |    |                           |

**MARCH 2011**

|   | M  | T  | W  | Th | F  | S  |     |
|---|----|----|----|----|----|----|-----|
| 5 |    | 1  | 2  | 3  | 4  | 5  | (4) |
| 6 | 7  | 8  | 9  | 10 | 11 | 12 | (5) |
| 6 | 14 | 15 | 16 | 17 | 18 | 19 | (6) |
| 6 | 21 | 22 | 23 | 24 | 25 | 26 | (7) |
| 4 | 28 | 29 | 30 | 31 |    |    | (8) |
|   | 27 |    |    |    |    |    |     |

**OCTOBER 2010**

|      | M  | T  | W  | Th | F  | S  |    |
|------|----|----|----|----|----|----|----|
| (6)  | 2  |    |    |    | 1  | 2  |    |
| (7)  | 6  | 4  | 5  | 6  | 7  | 8  | 9  |
| (8)  | 6  | 11 | 12 | 13 | 14 | 15 | 16 |
| (9)  | 6  | 18 | 19 | 20 | 21 | 22 | 23 |
| (10) | 6  | 25 | 26 | 27 | 28 | 29 | 30 |
|      | 26 |    |    |    |    |    |    |

**APRIL 2011**

|   | M  | T  | W  | Th | F  | S  |                             |
|---|----|----|----|----|----|----|-----------------------------|
| 2 |    |    |    |    | 1  | 2  | (8)                         |
|   | 4  | 5  | 6  | 7  | 8  | 9  | Spring Break – Apr 4-Apr. 9 |
| 6 | 11 | 12 | 13 | 14 | 15 | 16 | (9)                         |
| 6 | 18 | 19 | 20 | 21 | 22 | 23 | (10)                        |
| 6 | 25 | 26 | 27 | 28 | 29 | 30 | (11)                        |
|   | 20 |    |    |    |    |    |                             |

**NOVEMBER 2010**

|      | M  | T  | W  | Th | F  | S  |                        |                            |
|------|----|----|----|----|----|----|------------------------|----------------------------|
| (11) | 6  | 1  | 2  | 3  | 4  | 5  | Veterans Day – Nov. 12 |                            |
| (12) | 5  | 8  | 9  | 10 | 11 | 12 | 13                     | Local Holiday – Nov. 13    |
| (13) | 6  | 15 | 16 | 17 | 18 | 19 | 20                     | Thanksgiving – Nov. 25     |
| (14) | 3  | 22 | 23 | 24 | 25 | 26 | 27                     | Local Holiday – Nov. 26/27 |
| (15) | 2  | 29 | 30 |    |    |    |                        |                            |
|      | 22 |    |    |    |    |    |                        |                            |

**MAY 2011**

|   | M  | T  | W  | Th | F  | S  |                            |
|---|----|----|----|----|----|----|----------------------------|
| 6 | 2  | 3  | 4  | 5  | 6  | 7  | (12)                       |
| 6 | 9  | 10 | 11 | 12 | 13 | 14 | (13)                       |
| 6 | 16 | 17 | 18 | 19 | 20 | 21 | (14)                       |
| 6 | 23 | 24 | 25 | 26 | 27 | 28 | (15)                       |
| 1 | 30 | 31 |    |    |    |    | Memorial Day – May 30 (16) |
|   | 25 |    |    |    |    |    |                            |

**DECEMBER 2010**

|      | M  | T  | W  | Th | F  | S  |                                     |                              |
|------|----|----|----|----|----|----|-------------------------------------|------------------------------|
| (15) | 4  |    | 1  | 2  | 3  | 4  | Fall 2010 Ends – Dec. 11            |                              |
| (16) | 6  | 6  | 7  | 8  | 9  | 10 | 11                                  | Christmas Observed – Dec. 24 |
|      | 13 | 14 | 15 | 16 | 17 | 18 | Local Holiday 23/25/27/28/29/30     |                              |
|      | 20 | 21 | 22 | 23 | 24 | 25 | Dec. 31 – New Year's Day (Observed) |                              |
|      | 27 | 28 | 29 | 30 | 31 |    |                                     |                              |
|      | 10 |    |    |    |    |    |                                     |                              |

**JUNE 2011**

|   | M  | T | W | Th | F  | S  |                                |
|---|----|---|---|----|----|----|--------------------------------|
| 3 |    |   | 1 | 2  | 3  | 4  | Spring 2011 Ends – Jun. 3 (16) |
|   | 6  | 7 | 8 | 9  | 10 | 11 | Graduation - TBD               |
|   | 3  |   |   |    |    |    |                                |
|   | 91 |   |   |    |    |    | Instruction Days               |

**INTERSESSION 2011**

**JANUARY 2011**

|  | M  | T  | W  | Th | F  | S  |                              |
|--|----|----|----|----|----|----|------------------------------|
|  |    |    |    |    | 1  |    | Local Holiday – Jan 1        |
|  | 3  | 4  | 5  | 6  | 7  | 8  | Interession Starts – Jan. 3  |
|  | 10 | 11 | 12 | 13 | 14 | 15 |                              |
|  | 17 | 18 | 19 | 20 | 21 | 22 | Martin Luther King – Jan. 17 |
|  | 24 | 25 | 26 | 27 | 28 | 29 |                              |
|  | 31 |    |    |    |    |    |                              |

**FEBRUARY 2011**

|  | M | T | W | Th | F | S |                              |
|--|---|---|---|----|---|---|------------------------------|
|  |   | 1 | 2 | 3  | 4 | 5 | Interession 2011 Ends–Feb. 5 |

**SUMMER 2011**

**JUNE 2011**

|  | M  | T  | W  | Th | F  | S  |                            |
|--|----|----|----|----|----|----|----------------------------|
|  | 14 | 15 | 16 | 17 | 18 |    | Summer 2011 Starts–Jun. 13 |
|  | 20 | 21 | 22 | 23 | 24 | 25 |                            |
|  | 27 | 28 | 29 | 30 |    |    |                            |

**JULY 2011**

|   | M  | T  | W  | Th | F  | S  |                           |
|---|----|----|----|----|----|----|---------------------------|
|   |    |    |    |    | 1  | 2  |                           |
| 4 | 5  | 6  | 7  | 8  | 9  |    | Independence Day – July 4 |
|   | 11 | 12 | 13 | 14 | 15 | 16 |                           |
|   | 18 | 19 | 20 | 21 | 22 | 23 |                           |
|   | 25 | 26 | 27 | 28 | 29 | 30 |                           |

**AUGUST 2011**

|  | M  | T  | W  | Th | F  | S  |                           |
|--|----|----|----|----|----|----|---------------------------|
|  | 1  | 2  | 3  | 4  | 5  | 6  | Summer 2011 Ends – Aug. 5 |
|  | 8  | 9  | 10 | 11 | 12 | 13 |                           |
|  | 15 | 16 | 17 | 18 | 19 | 20 |                           |
|  | 22 | 23 | 24 | 25 | 26 | 27 |                           |
|  | 29 | 30 | 31 |    |    |    |                           |

- Fall 2010 Semester
- Interession 2011
- Spring 2011 Semester
- Summer 2011 Term
- Classes Not in Session
- First Day of Classes
- Last Day of Classes
- Flex Day

**NOTE: Summer work hours not yet determined.**

**Board Approved December 14, 2009**



**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 Laura Snow. 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: Laura Snow):**

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)*

**To be completed by Payroll:**

5. Current Hourly Rate \_\_\_\_\_

6. \_\_\_\_\_ *(\*\*Use #5 above x 17 weeks for Fall and Spring, actual hours for summer/intersession)*  
 Total earnings to 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 \_\_\_\_\_

cc: Director, Business Services \_\_\_\_\_ Acknowledged by Division Dean \_\_\_\_\_  
 Human Resources  
 Payroll/ Division Dean

Revised: 7/21/10



ANTELOPE VALLEY COLLEGE

August 20, 2010

MEMORANDUM

TO: All AVC

FROM: Rosa Hall, VP Student Services and Sharon Lowry, VP Academic Affairs

SUBJECT: Procedure for Enrolling Students in First Two Weeks of Class – Fall 2010

---

**The enrollment procedure for the first two weeks of the Fall 2010 semester is outlined in this memo. If you have questions or need help with any part of this information, please contact your divisional dean’s office.**

To determine if your class is *open* or *closed*, consult **Section A** of this memo.

**Section B** of this memo details specific information for enrolling students in *open* classes where space is available or where “no shows” leave additional spaces. Students provided with *Add Authorization Codes (AAC)* should be instructed to go to a computer (or use the campus computer lab) to validate their *AAC* and register online as soon as possible rather than stand in line in Admissions and Records. This will also give you an opportunity to ascertain if registration spaces are available before your next class meets. Students should not be given *AAC* for processing their registrations online after the **last day to add**. NOTE: Important registration dates including last day to add and census date are located on your class roster. See **Attachment, Page 1 bottom diagram**.

If there are not any “no shows,” instructions for creating a Waitlist per the contract are enclosed in **Section C** of this memo. *AAC* should **not** be given to students for processing their registration online after the last day to add. If there are more students waiting to add the class than seats available, enrolled students should be seated in the classroom. On the first day of class, the instructor is to establish a Waitlist so students can be added until the day before the census date, if appropriate. Instructors cannot create a Waitlist before the first day of class. **Be advised that class maximums have been determined by standards established through the Academic Policies and Procedures Committee or by Fire Marshall regulations for the assignment of classroom space.**

**At the end of the first class, the instructor MUST send an email to drop “no shows.”** Failure to process “no shows” in a timely manner may adversely affect the district budget as well as the students’ financial status. Enrolled students who have contacted you and made arrangements about missing the first class are not considered “no shows.” All others must be dropped. **Do not wait for the census report to drop students.** Faculty should submit *Online Instructor No-Show & Drop Forms* to Admissions and Records through *myAVC*. *Inactively Enrolled Student Drop Forms* on paper have been discontinued. For detailed step-by-step directions on dropping students online by email, consult page 2 of the **Attachment**.



## SECTION A: Is Your class Open or Closed:

To view open and closed classes from [www.avc.edu](http://www.avc.edu), click the *Lookup classes* link. 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.

### **How to Check Your Class Enrollment:**

1. Go to [www.avc.edu](http://www.avc.edu).
2. Login to your myAVC account.
3. Click “Print Rosters, Post Grades & Access Student Records”
4. Click “Term Selection” and select the term and click submit. You will be returned to the menu.
5. Click “Faculty Detail Schedule”
6. View the enrollment information under the “Enrollment Counts” section below the course information.
7. Click the **Back to Home Tab** link to return to the myAVC home tab. It will be in the upper left side of the page.



### **How to Print Your Class Roster:**

**In order to have the most up-to-date enrollment data, it is necessary to print your class roster just before each class meeting at least through the census date.**

1. Go to [www.avc.edu](http://www.avc.edu).
2. Login to your myAVC account.
3. Click “Print Rosters, Post Grades & Access Student Records”.
4. Click “Term Selection” and select the term and click submit. You will be returned to the menu.
5. Click “CRN Selection” and select the CRN and click submit. You will be returned to the menu.
6. Click “Printable Attendance Roster”.
7. To print another course roster, click the Back button on your browser to return to the menu. Repeat steps 5 and 6 until you have printed all desired rosters.
8. Click the **Back to Home Tab** link to return to the myAVC home tab. It will be in the upper left side of the page.

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

## SECTION B: Open Classes

**Shortly before class begins, print your class roster to determine the appropriate number of AAC to provide students so that they may enroll up to the “CAP”.**

At the end of the first class meeting, provide AAC to students equal to the number of students who were enrolled, but did not attend class. Students who have contacted you and made arrangements regarding missing the first class are not considered “No Shows.” Remember: Waitlist procedures must be fair and equitable. Students provided with an AAC should be advised to enroll without delay.

Before the next class meeting, students should be registered in the course using the AAC code that you provided.

## SECTION C: Closed Classes

**At the beginning of the first class meeting, create a Waitlist 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 Waitlist. Round off the number. (See Dean for approval of extenuating circumstances.) List student’s full name, AVC email address, and student ID number on your Waitlist.**

**(Do not use Social Security Numbers to identify students. Use the AVC-issued student ID number. If students do not know their student ID number, they can log on to myAVC, access their student record using the link: “Register & Access Student Records”, and click on the link: “Get Your Student ID/Employee Number Here,” or they can visit the Enrollment Services office for assistance.)**

After the Waitlist is created, students on this list must be asked to leave the classroom if their presence exceeds the classroom maximum mandated by the Fire Marshall.

At the end of the first class meeting, identify 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.” DO NOT wait for the census report to drop “no shows”, submit no shows online after the first class meeting.

Assign AAC to students from your Waitlist equal only to the number of “no shows”. Provide these AAC to the Waitlisted students at the next class meeting or notify the student by email.

#### Recommended Examples:

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



Continue to monitor your enrollment. If space becomes available before the census date, due to registered students dropping, or because you drop students who miss more than the number of allowed hours of class, provide AAC for students from your Waitlist. Students must attend class to maintain their position, or they can be “dropped” from your Waitlist. Reminder: AAC expire on the last day to add and should not be provided after that date. Students should be reminded to enroll online using the AAC immediately.

After each class, submit the “Online Instructor No-show & Drop Form” through myAVC to drop students who do not continue to attend class.

You may continue to add students from your Waitlist through the day before census. No further adds will be considered.

#### General Information and Help

Assistance with myAVC or web based student records (Banner) access will be available by phone EXT. 6605 or by e-mail at [help@avc.edu](mailto:help@avc.edu). If neither of these resources can assist you during the first week of classes, please call Enrollment Services on EXT. 6504. For technical assistance with Banner, call the Technical Trainer, Gregory Krynen on EXT 6877. In both cases, tell the person answering the phone that you are faculty who needs assistance with myAVC.

During the day, contact your division’s administrative assistant for other kinds of help. If you do not have computer access, you may use the computers located in BE-132 and L-214. For assistance in the evening, Monday through Thursday, contact Jamie Jones on EXT. 6559.

For the Palmdale Center, contact the Welcome Center at EXT. 6800 or the Extended Services Administrator, EXT. 6814.

Attachments: **Banner Printable Attendance Roster with Add Authorization Codes (AAC)**  
**Online Instructor No-show & Drop Form**



## Banner Printable Attendance Roster with Add Authorization Codes (AAC) & Online Instructor No-show & Drop Form

### Banner Printable Attendance Roster with Add Authorization Codes (AAC)

The Banner roster has been enhanced to include Add Authorization Codes (AAC). AAC replace the use of faculty signed Add/Drop slips. Students must use the AAC to register through myAVC once the course begins. AAC are used for on-campus and online courses.

APPENDIX - F

#### Your Roster Now Includes:

1. **Added Course dates** – students may add the course using AAC until the “Last day to ADD the class”. Add dates are available on the online Schedule of Classes accessible through the AVC web site. The course census date remains on the top left of the roster.
2. **A new column has been added** for identifying AAC used by students.
3. **A new page has been added** listing AAC.
  - a. As students use the AAC, the code will be automatically removed from the list. You will see the code in the new AAC# column on the roster.
  - b. Additional codes (if needed) need to be brought to the attention of your division office.
  - c. As students use the AAC to add your class, a new counter informs you of the number of codes generated, codes used, and codes available. **Remember**, codes will show as “Available” until the student uses it to add the class.
4. **Have questions?** Please contact your division office or Admissions and Records.

NOTE: Students may only use AAC until the “Last day to ADD the course”.

Students with holds or who encounter other registration restrictions (prerequisites, co-requisites, time conflicts, maximum units, etc.) must resolve them with the appropriate office before registration can continue. Students cannot use AAC to bypass these restrictions.

**1.** Census Date: 07 JAN 2010

| CRN   | SUBJ | CRSE | SEC | BOOKKEEPING | CREDITS | CL | LEVEL(S) |
|-------|------|------|-----|-------------|---------|----|----------|
| 10175 | ACCT | 111  | 01  |             | 3.00    |    | UG       |

INSTRUCTOR(S) - (Primary) XPE  
Lecture

Last day to ADD class: 06 JAN 2009

Last day to drop with a REFUND: 14 JAN 2009

Last day to drop WITHOUT "W": 14 JAN 2009

Last day to drop WITH "W": 28 JAN 2009

| Student Name | ID | Reg | Cr   | AAC | M |
|--------------|----|-----|------|-----|---|
| 1 Acosta     |    | E   | 3.00 |     |   |
| 2 Castell    |    | E   | 3.00 |     |   |
| 3 Cruz, I    |    | E   | 3.00 |     |   |
| 4 Cuenc      |    | E   | 3.00 |     |   |
| 5 Drintin    |    | E   | 3.00 |     |   |
| 6 Figuer     |    | E   | 3.00 |     |   |
| 7 Maller     |    | E   | 3.00 |     |   |
| 8            |    |     |      |     |   |

**2.**

| AAC# | Student Name | ID | Date |
|------|--------------|----|------|
| 1447 |              |    |      |
| 2721 |              |    |      |
| 4321 |              |    |      |
| 4371 |              |    |      |
| 5715 |              |    |      |
| 5743 |              |    |      |
| 7372 |              |    |      |
| 7925 |              |    |      |
| 8521 |              |    |      |
| 9754 |              |    |      |

**3.**

**3c.**

| All available codes are shown above |                  |           |
|-------------------------------------|------------------|-----------|
| Generated                           | Used by Students | Available |
| 10                                  | 0                | 10        |

\*\* Roster was produced with test data, not all fields may be populated.

Remember, Add Authorization Codes (AAC) replace Add/Drop slips and they should be provided in lieu of add slips when space permits. AAC should not be issued after the last date to add.

## Online Instructor No-show & Drop Form

The online Instructor No-show & Drop form replaces the hard copy Inactively Enrolled Student Report (Instructor Drop) form effective Summer 2010.

### To Access the form:

- Login to your myAVC account
- Click the “Print Rosters, Post Grades & Access Student Records” link
- Select the Term
- Select the CRN
- Click the “Instructor No-show & Drop form” link

### Instructor No-show & Drop Form

#### Course Information

Freshman Composition: ENGL 101

CRN:

| Days  | Time  | Bldg/Rm |
|-------|-------|---------|
| ..... | ..... | .....   |

#### Important Dates

|                                  | Date      |
|----------------------------------|-----------|
| Last day to ADD class:           | 06-SEP-09 |
| Last date to drop with a REFUND: |           |
| Last date to drop WITHOUT a "W": | 18-SEP-09 |
| Last date to drop WITH a "W":    | 13-NOV-09 |

#### Summary Class List

| Record Number | Student Name | ID  | No Show (Check box)      | Drop (Enter last date of atten) |
|---------------|--------------|-----|--------------------------|---------------------------------|
| 1             | Arev,        | 900 | <input type="checkbox"/> | <input type="text"/>            |

Drop the students by checking the No Show box or by entering the last date of attendance.

To submit the drops, click the acknowledgement box, enter your name and click the Submit button.

|    |        |     |   |                                     |            |
|----|--------|-----|---|-------------------------------------|------------|
| 27 | Rall,  | 900 | 4 | <input checked="" type="checkbox"/> |            |
| 28 | Ruva   | 900 | 9 | <input checked="" type="checkbox"/> |            |
| 29 | Silve, | 900 | 1 | <input type="checkbox"/>            | 02/27/2010 |
| 30 | Sisct  | 900 | 9 | <input type="checkbox"/>            | 02/26/2010 |


I acknowledge that the information above is true and accurate and the students marked above have either never attended class or have not attended since the day indicated.

First Name:  Last Name:

(The time and date of your signature will be recorded and be made part of your Instructor Drop request.)

You will receive an email confirmation of your drop request.

If you do not enter all required information, the following error will appear:

 You haven't completed the digital signature block. Please make sure that you check the acknowledgement statement and enter your first and last name before submitting the form.

Upon successfully submitting the form, the following message will appear:

Your request has been successfully submitted. You will receive an email confirmation shortly.

The information you submitted will still be viewable on the form until you either exit the form or return to the menu to select another CRN. Do not click the submit button more (it will send duplicate requests).


You will receive an email to your AVC email address with an attachment containing the drop request. Depending on your email settings, you may see the information as an attachment or within the body of the email. Save or print the file as needed. It will be your only confirmation of the drop request.

Admissions and Records will receive the email and will process the requested drops. You will not receive an email confirming that the drops were processed.

For confirmation, you should print your myAVC roster to obtain updated information.

## Supplemental Employee Retirement Plan (SERP).

The District has determined that it may be financially feasible to offer a Supplemental Employee Retirement Plan (SERP). Antelope Valley Community College District (AVCCD) and Antelope Valley College Federation of Teachers (AVCFT) agree to the following regarding the proposed retirement incentive to be effective July 1, 2008. The AVCCD and the AVCFT will adhere to the proposed SERP timeline (see attached).

- 
1. The District shall sponsor a Supplemental Employee Retirement Plan (SERP) for eligible unit members who retire during the 2007-2008 academic year. Acceptance of the SERP application is contingent on the District's verification of eligibility.
  2. The SERP contract will be administered by Keenan Financial Services.
  3. To be eligible, a unit member must meet the qualifications and minimum age. Unit members must be at least 55 years of age by June 30, 2008. Unit members must have at least 5 years of service with the District by June 30, 2008. Unit members must be eligible to retire from STRS or PERS by June 30, 2008.
  4. SERP Benefits for eligible unit members will not commence until August 1, 2008.
  5. The SERP shall be separate from participating employees STRS or PERS benefits programs.
  6. The SERP shall be separate from participating employees District paid Health and Welfare Benefits program.
  7. The SERP will be a 401(a) Defined Benefit Pension Plan.
  8. The SERP will be based on a formula in which 65% of salary at the time of retirement is contributed to purchase an immediate annuity, with Health and Welfare benefits, and 90% of salary at time of retirement to purchase an immediate annuity without Health and Welfare benefits. The District will fund the annuities over a 5 year period.
  9. AVCFT agrees that this SERP offer is a one-time only program. The options and benefits described will not be available beyond the dates specified in the timeline.
  10. Unit members must notify the District of their intention to retire by November 9, 2007. If, due to financial or other considerations, the offer is withdrawn by the District, unit members will be given the opportunity to rescind their notice of retirement.

A savings may be realized from the retirement incentive; however, actual savings cannot be estimated until the number of employees taking advantage of these options is determined. If the cost of the SERP plan (premiums minus savings) exceeds \$1,350,000 for all eligible employees (faculty, classified, and management combined), the District reserves the right to withdraw the offer and cancel the plan.

Antelope Valley College  
Student Evaluation of Classroom Instructor



Name of Instructor: \_\_\_\_\_ Date \_\_\_\_\_  
Course Title: \_\_\_\_\_ Day(s) and Time that course meets \_\_\_\_\_

Please mark the box that most closely reflects your opinion with an "X":

1 = Strongly agree                      2 = Agree                      3 = Disagree                      4 = Strongly disagree

5) = No observation or not applicable

|    |  | 1 | 2 | 3 | 4 | 5 |
|----|--|---|---|---|---|---|
| 1  | The instructor provided me with a syllabus during the first week of class.<br><b>1 = Yes 2 = No</b>  |   |   |   |   |   |
| 2  | The grading policy was clearly explained in the syllabus.  |   |   |   |   |   |
| 3  | The grading system in the course is applied fairly and consistently.   |   |   |   |   |   |
| 4  | The instructor starts class on time.   |   |   |   |   |   |
| 5  | The instructor rarely misses class.  |   |   |   |   |   |
| 6  | The class meets for the total time scheduled.  |   |   |   |   |   |
| 7  | The instructor is available during scheduled office hours.   |   |   |   |   |   |
| 8  | The instructor returns tests and homework promptly.  |   |   |   |   |   |
| 9  | I am encouraged to participate in class.   |   |   |   |   |   |
| 10 | I am comfortable asking questions of this instructor.  |   |   |   |   |   |
| 11 | The instructor promotes an atmosphere of mutual respect among students.  |   |   |   |   |   |
| 12 | The instructor respects me as a person when she/he discusses my opinions or ideas.   |   |   |   |   |   |
| 13 | The instructor is interested in my improvement and learning.   |   |   |   |   |   |
| 14 | I have no difficulty understanding the instructor's pronunciation.   |   |   |   |   |   |
| 15 | The classroom sessions are organized.  |   |   |   |   |   |
| 16 | The instructor explains the material clearly.  |   |   |   |   |   |
| 17 | The instructor answers questions clearly and thoroughly.   |   |   |   |   |   |
| 18 | The instructor displays enthusiasm for the subject.  |   |   |   |   |   |
| 19 | The instructor helps me to think critically within this discipline or subject matter.  |   |   |   |   |   |
| 20 | The instructor shows respect for all individuals, regardless of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation. |   |   |   |   |   |
| 21 | I would take a course from this instructor again. <b>1 = Yes 2 = No 3 = Maybe</b>  |   |   |   |   |   |
| 22 | My overall rating of this instructor is<br><b>1) excellent 2) good 3) average 4) below average 5) poor</b>   |   |   |   |   |   |

**MORE QUESTIONS ON THE OTHER SIDE**

Please use the space below to expand on any of the questions asked that you feel needs additional explanation.

Please describe the strengths of this instructor. Try to be specific and give examples.

A  
P  
P  
E  
N  
D  
I  
X  
-  
H  
-

How can this course or instruction be improved?

Antelope Valley College  
Student Evaluation of Classroom Instructors: Online Classes



Name of Instructor:

Course Title:

Date:

Please mark the box that most closely reflects your opinion with an "X":

1 = Strongly agree

2 = Agree

3 = Disagree

4 = Strongly disagree

5) = No observation or not applicable

|    |  | 1                        | 2                        | 3                        | 4                        | 5                        |
|----|--|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| 1  | The instructor posted a syllabus during the first week of class.<br><b>1 = Yes 2 = No</b>  | <input type="checkbox"/> | <input type="checkbox"/> | X                        | X                        | X                        |
| 2  | The instructor responds to e-mails or questions within 24-48 hours.<br><b>1 = Yes 2 = No</b>   | <input type="checkbox"/> | <input type="checkbox"/> | X                        | X                        | X                        |
| 3  | The grading policy was clearly explained in the syllabus.  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4  | The instructor returns/provides feedback on tests and homework promptly.   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 5  | The grading system in the course is applied fairly and consistently.   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 6  | I am encouraged to participate in class.   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 7  | I am comfortable asking questions of this instructor.  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 8  | The instructor promotes an atmosphere of mutual respect among students.  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 9  | The instructor respects me as a person when she/he discusses my opinions or ideas.   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 10 | The instructor is interested in my improvement and learning.   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 11 | The instructor communicates clearly.   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 12 | The site and materials are organized.  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 13 | The instructor explains the material clearly.  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 14 | The instructor answers questions clearly and thoroughly.   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 15 | The instructor displays enthusiasm for the subject.  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 16 | The instructor helps me to think critically within this discipline or subject matter.  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 17 | The instructor shows respect for all individuals, regardless of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 18 | I would take a course from this instructor again. <b>1 = Yes 2 = No 3 = Maybe</b>  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X                        | X                        |
| 19 | My overall rating of this instructor is<br><b>1) excellent 2) good 3) average 4) below average 5) poor</b>   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**MORE QUESTIONS ON THE NEXT PAGE**

Please use the space below to expand on any of the questions asked that you feel needs additional explanation:

Please describe the strengths of this instructor. Try to be specific and give examples:

How can this course or instruction be improved?





Antelope Valley College  
Student Evaluation of Counseling Faculty



Name of Counselor: \_\_\_\_\_ Date: \_\_\_\_\_

Please mark the box that most closely reflects your opinion with an "X":

1 = Strongly agree      2 = Agree      3 = Disagree      4 = Strongly disagree

5) = No observation or not applicable

|    |   | 1 | 2 | 3 | 4 | 5 |
|----|---|---|---|---|---|---|
| 1  | The counselor listened well.  |   |   |   |   |   |
| 2  | The counselor showed interest in my goals and questions.  |   |   |   |   |   |
| 3  | The counselor respected me as a person when she/he discussed my opinions or ideas.  |   |   |   |   |   |
| 4  | The counselor understood my needs.  |   |   |   |   |   |
| 5  | The counselor was available for my scheduled appointment.<br><b>1 = Yes 2 = No</b>  |   |   |   |   |   |
| 6  | The counselor clearly explained my assessment results and course placement.   |   |   |   |   |   |
| 7  | The counselor clearly explained the Student Education Plan.   |   |   |   |   |   |
| 8  | The counselor clearly explained major and/or career requirements.   |   |   |   |   |   |
| 9  | The counselor helped me understand what I need to do to achieve my goals.   |   |   |   |   |   |
| 10 | The counselor suggested additional ways or places to gain additional help and/or information.   |   |   |   |   |   |
| 11 | I am encouraged to continue my education.   |   |   |   |   |   |
| 12 | I was comfortable asking questions of this counselor.   |   |   |   |   |   |
| 13 | The counselor was interested in my improvement and learning.  |   |   |   |   |   |
| 14 | I have no difficulty understanding the counselor's pronunciation.   |   |   |   |   |   |
| 15 | The counselor was prepared for our session.   |   |   |   |   |   |
| 16 | The counselor used our scheduled time effectively.  |   |   |   |   |   |
| 17 | The counselor was organized.  |   |   |   |   |   |
| 18 | The counselor shows respect for all individuals, regardless of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation. |   |   |   |   |   |
| 19 | I would return to see this counselor again. <b>1 = Yes 2 = No 3 = Maybe</b>   |   |   |   |   |   |
| 20 | My overall rating of this counselor is<br><b>1) excellent 2) good 3) average 4) below average 5) poor</b>   |   |   |   |   |   |

**MORE QUESTIONS ON THE OTHER SIDE**

Please use the space below to expand on any of the questions asked that you feel needs additional explanation.





Name of Librarian: \_\_\_\_\_ Date: \_\_\_\_\_

Please mark the box that most closely reflects your opinion with an "X":

1 = Strongly agree                      2 = Agree                      3 = Disagree                      4 = Strongly disagree

5) = No observation or not applicable

|    |   | 1 | 2 | 3 | 4 | 5 |
|----|---|---|---|---|---|---|
| 1  | The librarian listened well.  |   |   |   |   |   |
| 2  | The librarian showed interest in helping me.  |   |   |   |   |   |
| 3  | The librarian respected me as a person when she/he discussed my opinion or ideas.   |   |   |   |   |   |
| 4  | The librarian understood my needs.  |   |   |   |   |   |
| 5  | The librarian was patient.  |   |   |   |   |   |
| 6  | The librarian was knowledgeable.  |   |   |   |   |   |
| 7  | The librarian helped me to think critically within this discipline or subject matter.   |   |   |   |   |   |
| 8  | The librarian instructed me in the use of the library book catalog.   |   |   |   |   |   |
| 9  | The librarian instructed me in the use of electronic journal and magazine databases.  |   |   |   |   |   |
| 10 | The librarian helped me learn how to find the information I needed.   |   |   |   |   |   |
| 11 | The librarian suggested additional ways or places to gain additional help and/or information.   |   |   |   |   |   |
| 12 | The librarian invited me to come back if I needed more help. <b>1 = Yes    2 = No</b>   |   |   |   |   |   |
| 13 | I was comfortable asking questions of this librarian.   |   |   |   |   |   |
| 14 | The librarian appeared interested in helping me improve my research skills.   |   |   |   |   |   |
| 15 | I have no difficulty understanding the librarian's pronunciation.   |   |   |   |   |   |
| 16 | The librarian was approachable.   |   |   |   |   |   |
| 17 | I am satisfied with the help that I received from this librarian.<br><b>1 = Satisfied    2 = Somewhat satisfied    3 = Not satisfied</b>  |   |   |   |   |   |
| 18 | The librarian shows respect for all individuals, regardless of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation. |   |   |   |   |   |
| 19 | I would return to see this librarian again. <b>1 = Yes    2 = No    3 = Maybe</b>   |   |   |   |   |   |
| 20 | My overall rating of this librarian is<br><b>1) excellent    2) good    3) average    4) below average    5) poor</b>   |   |   |   |   |   |

**MORE QUESTIONS ON THE OTHER SIDE**

Please use the space below to expand on any of the questions asked that you feel needs additional explanation.

Please describe the strengths of this librarian. Try to be specific and give examples.



How could this librarian have served you better? How could library services in general serve you better?

Antelope Valley College  
Student Evaluation of Learning/Specialist Faculty



Name of Specialist: \_\_\_\_\_ Date: \_\_\_\_\_

Please mark the box that most closely reflects your opinion with an "X":

1 = Strongly agree                  2 = Agree                  3 = Disagree                  4 = Strongly disagree

5) = No observation or not applicable

|    |  | 1 | 2 | 3 | 4 | 5 |
|----|--|---|---|---|---|---|
| 1  | The specialist listened well.  |   |   |   |   |   |
| 2  | The specialist showed interest in helping me.  |   |   |   |   |   |
| 3  | The specialist respected me as a person when she/he discussed my opinions or ideas.  |   |   |   |   |   |
| 4  | The specialist understood my needs.  |   |   |   |   |   |
| 5  | The specialist assisted me efficiently.  |   |   |   |   |   |
| 6  | The specialist was knowledgeable.  |   |   |   |   |   |
| 7  | The specialist helped me to think critically within this discipline or subject matter.   |   |   |   |   |   |
| 9  | The specialist clearly and accurately explained the information I needed.  |   |   |   |   |   |
| 10 | The specialist suggested additional ways or places to gain additional help and/or information.   |   |   |   |   |   |
| 11 | I am encouraged to seek help when needed.  |   |   |   |   |   |
| 12 | I was comfortable asking questions of this faculty member.   |   |   |   |   |   |
| 13 | The specialist appeared interested in my improvement and learning.   |   |   |   |   |   |
| 14 | I have no difficulty understanding the specialist's pronunciation.   |   |   |   |   |   |
| 15 | The specialist was organized.  |   |   |   |   |   |
| 16 | I am satisfied with the help that I received from this specialist.   |   |   |   |   |   |
| 17 | The specialist shows respect for all individuals, regardless of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual. |   |   |   |   |   |
| 18 | I would return to see this specialist again. <b>1 = Yes 2 = No 3 = Maybe</b>   |   |   |   |   |   |
| 19 | My overall rating of this specialist is<br><b>1) excellent 2) good 3) average 4) below average 5) poor</b>   |   |   |   |   |   |

**MORE QUESTIONS ON OTHER SIDE**

Please use the space below to expand on any of the questions asked that you feel needs additional explanation.

Please describe the strengths of this specialist. Try to be specific and give examples.

How could this specialist have served you better? How could learning services or disabled student services in general serve you better?

Evaluation of Library Presentation

Librarian: \_\_\_\_\_ Date: \_\_\_\_\_ Number of Students: \_\_\_\_\_

APPENDIX M

Please check "yes" or "no" to answer the following questions:

Yes

No

1. The librarian provided me with the information I wanted to know about what material is available in this library.

\_\_\_\_\_

\_\_\_\_\_

2. The librarian provided me with the methods I need to know in order to find books and periodicals in this library.

\_\_\_\_\_

\_\_\_\_\_

3. The librarian's explanations were clear and the presentation was done in organized manner.

\_\_\_\_\_

\_\_\_\_\_

4. I knew how to find material in the library before the librarian's presentation.

\_\_\_\_\_

\_\_\_\_\_

5. I feel less confused about finding material in the library than before the librarian's presentation.

\_\_\_\_\_

\_\_\_\_\_

6. I learned something new about using the library from this presentation.

\_\_\_\_\_

\_\_\_\_\_

7. I took the following tutorials before this presentation (check all that apply):

\_\_\_\_\_ Research Tutorial

\_\_\_\_\_ EBSCOhost Tutorial

\_\_\_\_\_ Catalog Tutorial

\_\_\_\_\_ Journal Tutorial

The tutorials helped me understand how to do research and use the library.

\_\_\_\_\_

\_\_\_\_\_

Comments:

# ANTELOPE VALLEY COLLEGE: ASSIGNMENTS/PREFERENCES



**NAME:**  
**DIVISION:**  
**TERM:**

**ALL FACULTY MUST RETURN THIS FORM TO THE DIVISION OFFICE  
 DUE DATE:**

1.  **YES**, I am willing to teach the proposed draft  
 **NO**, I am **not** available to teach during this term
2.  **YES**, I am willing to teach at the Palmdale Center (1529 E. Palmdale Blvd)
3. **Courses (in order of preference) I would like to teach, if different from the draft schedule:**

| Subject | # | Course Name | Start Time | End Time | Day/s | LHE | Room suggestion |
|---------|---|-------------|------------|----------|-------|-----|-----------------|
|         |   |             |            |          |       |     |                 |
|         |   |             |            |          |       |     |                 |
|         |   |             |            |          |       |     |                 |
|         |   |             |            |          |       |     |                 |
|         |   |             |            |          |       |     |                 |
|         |   |             |            |          |       |     |                 |
|         |   |             |            |          |       |     |                 |
|         |   |             |            |          |       |     |                 |
|         |   |             |            |          |       |     |                 |

|                                |  |   |   |  |  |  |
|--------------------------------|--|---|---|--|--|--|
| <b>4. Days I CANNOT teach:</b> | <input type="checkbox"/> <b>Monday</b> | <input type="checkbox"/> <b>Tuesday</b> | <input type="checkbox"/> <b>Wednesday</b> | <input type="checkbox"/> <b>Thursday</b> | <input type="checkbox"/> <b>Friday</b> | <input type="checkbox"/> <b>Saturday</b> |
|--------------------------------|--|---|---|--|--|--|

|                                 |   |   |   |
|---------------------------------|---|---|---|
| <b>5. Times I CANNOT teach:</b> | <input type="checkbox"/> <b>Mornings [8-12]</b> | <input type="checkbox"/> <b>Afternoons [12-5]</b> | <input type="checkbox"/> <b>Evenings [5-10]</b> |
|---------------------------------|---|---|---|

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



ANTELOPE VALLEY COLLEGE  
Faculty Self-Evaluation



|                                    |  |
|------------------------------------|--|
| Evaluatee:                         |  |
| Date of self-evaluation:           |  |
| <b>Committee Chair/Evaluator:</b>  |  |
| <b>Committee Member/Evaluator:</b> |  |
| <b>Committee Member/Evaluator:</b> |  |

1. Indicate your current assignment, including all courses (time, day, room, course title) or work schedule. Provide a brief description of any reassigned time duties:
  
2. List the titles/days, times of any professional development activities since your last evaluation and how you have incorporated this knowledge into your current assignment:
  
3. Assess your professional performance since your last evaluation, including all four criteria (see 2.6):
  
4. Describe what methods or techniques of instruction, guidance or other job duties that you currently use. Indicate which methods you have found to be successful and how they help students learn or reach their goals:
  
5. Describe how your job performance can be improved:
  
6. Analyze assistance that others can provide in improving your performance:
  
7. Describe any barriers that might be obstructing the achievement of objectives:
  
8. Summarize and respond to current student evaluations, peer input and, when appropriate, classified input. Describe ways in which you encourage communication between yourself and your students:
  
9. Explain how you evaluate student progress, in particular critical thinking:
  
10. Specify the extent to which you are involved in division and/or college activities, other than your primary job duties. Assess your contributions to the activities in which you participate, in particular, your involvement in establishing, implementing, and assessing student learning outcomes:
  
11. Any other information you consider relevant to the evaluation of your job performance:



ANTELOPE VALLEY COLLEGE  
Peer Input Form



|   |       |
|---|-------|
| Name of Faculty Member being Evaluated: | Date: |
|---|-------|

Please check the box that most closely reflects your opinion:

1 = always    2 = often    3 = sometimes    4 = rarely    5 = never    6 = no observation or not applicable

|    |  | 1                        | 2                        | 3                        | 4                        | 5                        | 6                        |
|----|--|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| 1  | The faculty member is knowledgeable in his/her field of expertise  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2  | The faculty member shows enthusiasm for his/her job (teaching, counseling, etc.)   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3  | The faculty member conducts him/herself in a professional manner   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4  | The faculty member interacts professionally with students  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 5  | The faculty member is receptive to new ideas   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 6  | The faculty member meets deadlines for paperwork   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 7  | The faculty member responds to work-related phone calls, e-mail or requests  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 8  | The faculty member is willing to resolve differences related to work   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 9  | The faculty member attends division meetings   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 10 | The faculty member works in a spirit of cooperation to develop and maintain a collegial atmosphere among faculty and staff   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 11 | The faculty member acknowledges and defends free inquiry in the exchange of criticism and ideas  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 12 | The faculty member strives to be objective in his/her professional judgment of colleagues  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 13 | The faculty member shares the responsibility of division-wide responsibilities (representation on college committees, hiring and evaluation committees, curriculum development and revision, program review, etc.)                       | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 14 | The faculty members shows respect for all individuals, regardless of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Please use the space below (and additional pages as necessary) to give specific examples that support the opinions expressed above.

## ANTELOPE VALLEY COLLEGE Plan for Removal of Unsatisfactory Rating



|   |
|---|
| <b>Contract Faculty Member:</b>   |
| <b>Semester:</b> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup> <input type="checkbox"/> 6 <sup>th</sup> <input type="checkbox"/> 7 <sup>th</sup> <input type="checkbox"/> |
| <b>Date of plan:</b>  |
| <b>Committee Chair:</b>   |
| <b>Committee Member:</b>  |
| <b>Committee Member:</b>  |

A “Plan for Removal of Unsatisfactory Rating” must be completed for each area identified as “U” or “Unsatisfactory” listed on the evaluation form. Refer to the “Plan for Removal of Unsatisfactory Rating Guidelines” for an example. If the “Unsatisfactory” is not corrected, the evaluatee might not be recommended for rehire.

Attach all plans to the completed “Faculty Evaluation Form” or the “Summary Memo” and ensure that the evaluatee has been provided copies.

**Specify area in need of correction:**

1. What is expected behavior?
  
  
  
  
  
  
  
  
  
  
2. What resources are needed to make the correction?
  
  
  
  
  
  
  
  
  
  
3. What is the timeline to make the correction?
  
  
  
  
  
  
  
  
  
  
4. What is the timeline to re-evaluate whether the correction was made?
  
  
  
  
  
  
  
  
  
  
5. What means will be used to re-evaluate?

**6. How might not making the correction impact the students and/or college?**

This plan and any attachments were read and discussed by the committee as indicated by their signatures below and copy was provided to the evaluatee.

\_\_\_\_\_

**Evaluee**

\_\_\_\_\_

**Date**

\_\_\_\_\_

**Committee chair**

\_\_\_\_\_

**Date**

\_\_\_\_\_

**Committee member**

\_\_\_\_\_

**Date**

\_\_\_\_\_

**Committee member**

\_\_\_\_\_

**Date**

**ANTELOPE VALLEY COLLEGE**  
**Contract Faculty Summary Memo**



|  |
|--|
| <b>Contract Faculty Member being evaluated:</b>  |
| <b>Report Semester (check one):</b> 2 <sup>nd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup> <input type="checkbox"/> |
| <b>Date of report:</b>   |
| <b>Committee Chair:</b>  |
| <b>Committee Member:</b>   |
| <b>Committee Member:</b>   |

**Classroom/worksite visits were made on** (list each date, who observed, and what class, lab, etc. was observed): \_\_\_\_\_

**Meetings/discussions with evaluatee were held on** (list each date and who met): \_\_\_\_\_

Describe areas of excellence:

Describe areas that need improvement:

Describe unsatisfactory areas and append plans for removal of unsatisfactory rating:

Progress on areas identified as needing improvement from previous reports or summary memos, *if applicable*:

Progress on plan for removal of unsatisfactory rating from previous reports or summary memos, *if applicable*:

Additional comments:

**SIGNATURES:**

\_\_\_\_\_  
**Evaluee**

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

\_\_\_\_\_  
**Committee chair**

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

\_\_\_\_\_  
**Committee member**

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

\_\_\_\_\_  
**Committee member**

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

**The above signed individuals have read and discussed this memo. Evaluee's signature acknowledges receipt of a copy of the memo and does not necessarily signify agreement. The evaluee may append comments to this memo within 5 working days.**

**A  
P  
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# ANTELOPE VALLEY COLLEGE

## Contract Faculty Evaluation Report



|   |  |
|---|--|
| <b>Contract Faculty Member being evaluated:</b>   |  |
| <b>Report Semester (check one):</b> 1 <sup>st</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 6 <sup>th</sup> <input type="checkbox"/> 7 <sup>th</sup> <input type="checkbox"/> |  |
| <b>Date of report:</b>  | Unsigned draft <input type="checkbox"/> or Final, signed report <input type="checkbox"/> |
| <b>Committee Chair:</b>   |  |
| <b>Committee Member:</b>  |  |
| <b>Committee Member:</b>  |  |

**Classroom/worksites visits were made on** (list each date, who observed, and what class, lab, etc. was observed): \_\_\_\_\_

**Meetings/discussions with evaluatee were held on** (list each date and who met): \_\_\_\_\_

For specific observable behaviors and materials to consider regarding the criteria in each section, see the *Supplemental Evaluation Criteria List*.

### Rating Criteria Definitions:

|           |                          |   |
|-----------|--------------------------|---|
| <b>E</b>  | <b>EXCEEDS CRITERIA</b>  | Rating indicates the individual exceeds standards for given criteria and consistently exhibits exceptional ability that is noteworthy.  |
| <b>M</b>  | <b>MEETS CRITERIA</b>    | Rating indicates the individual meets standards for given criteria and is consistently effective and productive.  |
| <b>NI</b> | <b>NEEDS IMPROVEMENT</b> | Rating indicates the individual partially meets standards for given criteria, though areas of weakness/ineffectiveness were observed. With increased attention to area, it is expected individual will meet criteria. |
| <b>U</b>  | <b>UNSATISFACTORY</b>    | Rating indicates individual failed to meet standards for given criteria. (An unsatisfactory rating indicates considerable lack of effectiveness, a problem that could result in a recommendation to not rehire.)      |

A faculty member must receive a rating of “Meets Criteria” or “Exceeds Criteria” **in the “Summary” of each of sections I through IV** in order to receive a rating of “Meets Criteria” or “Exceeds Criteria” for the **overall evaluation (section V)**.



**I. Effective Job Performance in Classroom Teaching, Counseling, Librarianship, or Other Specialized Job Duties, including but not limited to:**

| Criteria   | E                        | M                        | NI                       | U                        |
|--|--------------------------|--------------------------|--------------------------|--------------------------|
| A. Currency and depth of knowledge in teaching field or job duties.  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| B. Use of teaching methods and materials challenging to the students and appropriate to the subject matter or service area.  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| C. Careful attention to effective organization and communication skills.   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| D. Consistent responsibility in fulfilling college requirements and adherence to district policies and procedures (such as Title 5, fulfillment of flex contract, turning in reports such as census sheets and grades on time) or other specific requirements of the position. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Assessment of written materials. For example, for classroom faculty, provide an overall assessment of course syllabi, graded exams or papers, worksheets, handouts, etc.; for counselors, provide an overall assessment of Education Plans, etc.; for librarians and specialists, provide an overall assessment of workshop materials. *Written comments are required.*

Written assessment of work performed under reassigned time, *if applicable*. Provide an overall assessment of work for which the faculty member is receiving reassigned time as part of his/her primary job duties. *Written comments are required.*

Description of areas of excellence in job performance:

Description of areas needing improvement in job performance. Be specific. Recommendations for remedies must be included. *Written comments are required for any NI checked in the criteria for section I.*

Description of unsatisfactory areas in job performance. *Written comments are required for any U checked in the criteria for section I.* Plan(s) for Removal of Unsatisfactory Rating must be attached. Are any plans attached? Yes  No

| SUMMARY ASSESSMENT, SECTION I (EXCELLENT JOB PERFORMANCE) | E                        | M                        | NI                       | U                        |
|---|--------------------------|--------------------------|--------------------------|--------------------------|
| Performs at an overall level assessed as:                 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**EXCELLENT**

**II. Effective Student Interaction and Evaluation of Student Work by Demonstrating:**

| Criteria   | E                        | M                        | NI                       | U                        |
|--|--------------------------|--------------------------|--------------------------|--------------------------|
| A. Patience, fairness, and promptness in the evaluation and discussion of student work.                | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| B. Sensitivity and responsiveness to the needs of individual students and their special circumstances. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| C. Sensitivity to diversity.   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| D. Availability to students during scheduled office hours/scheduled appointments                       | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Written assessment of student evaluations: Provide an overall assessment and interpretation of the student evaluations. *Written comments are required.*

APPENDIX I

Description of areas of excellence regarding student interaction and evaluation of student work:

Description of areas needing improvement regarding student interaction and evaluation of student work. Be specific. Recommendations for remedies must be included. *Written comments are required for any NI checked in the criteria for section II.*

Description of unsatisfactory areas regarding student interaction and evaluation of student work. *Written comments are required for any U checked in the criteria for section II.* Plan(s) for Removal of Unsatisfactory Rating must be attached. Are any plans attached? Yes  No

| SUMMARY ASSESSMENT, SECTION II (STUDENT INTERACTION) | E                        | M                        | NI                       | U                        |
|--|--------------------------|--------------------------|--------------------------|--------------------------|
| Performs at an overall level assessed as:            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**III. Fulfillment of Responsibilities to Colleagues, Discipline/Department, Division, and College and Respect for Colleagues and the Teaching Profession by:**

| Criteria   | E                        | M                        | NI                       | U                        |
|--|--------------------------|--------------------------|--------------------------|--------------------------|
| A. Acknowledging and defending free inquiry in the exchange of criticism and ideas.  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| B. Striving to be objective in their professional judgment of colleagues.  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| C. Demonstrating tolerance for diverse perspective.  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| D. Working in the spirit of cooperation to develop and maintain a collegial atmosphere among faculty and staff.                                      | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| E. Participating in and fulfilling governance/service responsibilities such as attending division meetings, curriculum revision, and committee work. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Written assessment of peer input: Provide an overall assessment and interpretation of peer input. Include classified input *only if applicable*. *Written comments on peer input are required.*

Description of areas of excellence regarding fulfillment of responsibilities to colleagues, discipline/department, division, and college and respect for colleagues and the teaching profession:

Description of areas needing improvement regarding fulfillment of responsibilities to colleagues, discipline/department, division, and college and respect for colleagues and the teaching profession. Be specific. Recommendations for remedies must be included. *Written comments are required for any NI checked in the criteria for section III.*

Description of unsatisfactory areas regarding fulfillment of responsibilities to colleagues, discipline/department, division, and college and respect for colleagues and the teaching profession. *Written comments are required for any U checked in the criteria for section III.* Plan(s) for Removal of Unsatisfactory Rating must be attached. Are any plans attached? Yes  No

| SUMMARY ASSESSMENT, SECTION III (RESPONSIBILITIES TO COLLEAGUES, DISCIPLINE/DEPARTMENT, DIVISION, AND COLLEGE) | E                        | M                        | NI                       | U                        |
|--|--------------------------|--------------------------|--------------------------|--------------------------|
| Performs at an overall level assessed as:  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

APPENDIX I

**IV. Continued Professional Growth Demonstrated by:**

| Criteria  | E                        | M                        | NI                       | U                        |
|---|--------------------------|--------------------------|--------------------------|--------------------------|
| A. Participation in professional activities such as coursework, attendance at workshops, seminars, professional meetings, and development of new curricula. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| B. Progress in areas identified as “needs improvement” or “unsatisfactory” in previous evaluations (leave rating blank if not applicable).                  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| C. Other appropriate activities (leave rating blank if not applicable).   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Description of areas of excellence regarding continued professional growth:

Description of areas needing improvement regarding continued professional growth. Be specific. Recommendations for remedies must be included. *Written comments are required for any NI checked in the criteria for section IV.*

Description on areas that are unsatisfactory regarding continued professional growth. *Written comments are required for any U checked in the criteria for section IV.* Plan(s) for Removal of Unsatisfactory Rating must be attached. Are any plans attached? Yes  No

APPENDIX I

| SUMMARY ASSESSMENT, SECTION IV (PROFESSIONAL GROWTH) | E                        | M                        | NI                       | U                        |
|--|--------------------------|--------------------------|--------------------------|--------------------------|
| Performs at an overall level assessed as:            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Progress on areas identified as needing improvement from previous report(s) or summary memos, *if applicable:*

Progress on plans for removal of unsatisfactory rating from previous report(s) or summary memos, *if applicable:*

- Recommendation (check only one):
- Rehire for year 2
  - Rehire for years 3 and 4
  - Grant early tenure (year 2 only)
  - No recommendation (year 3 only)
  - Grant tenure (year 4 only)
  - Do not rehire (years 1, 2, or 4)

Number of votes: \_\_\_\_\_ in agreement with recommendation  
 \_\_\_\_\_ not in agreement with recommendation

If vote is not unanimous, a minority report may be entered below:

If early tenure is being recommended (2<sup>nd</sup> year only), written narrative must be provided with reference to the early tenure criteria, and documentation must be attached.

If the recommendation is not to grant tenure in year 4, reason(s) must be stated below:

**SIGNATURES:**

\_\_\_\_\_  
 Evaluee \_\_\_\_\_  
 Date

\_\_\_\_\_  
 Committee chair \_\_\_\_\_  
 Date

\_\_\_\_\_  
 Committee member \_\_\_\_\_  
 Date

\_\_\_\_\_  
 Committee member \_\_\_\_\_  
 Date

The above signed individuals have read and discussed this evaluation. Evaluee's signature acknowledges receipt of a copy of the evaluation and does not necessarily signify agreement. The evaluee may append comments to this report within 5 working days.

# ANTELOPE VALLEY COLLEGE

## Tenured Faculty Evaluation Report



|   |  |
|---|--|
| <b>Tenured Faculty Member being evaluated:</b>                |  |
| <b>Type of Evaluation:</b> Peer team <input type="checkbox"/> |  |
| <b>Date of report:</b>  |  |
| <b>Educational Administrator:</b>                             |  |
| <b>Faculty Member:</b>  |  |
| <b>Faculty Member:</b>  |  |

**Classroom/worksite visits were made on** (list each date, who observed, and what class, lab, etc. was observed): \_\_\_\_\_

**Meetings/discussions with evaluatee were held on** (list each date and who met): \_\_\_\_\_

For specific observable behaviors and materials to consider regarding the criteria in each section, see the *Supplemental Evaluation Criteria List*.

### Rating Criteria Definitions:

|           |                          |   |
|-----------|--------------------------|---|
| <b>E</b>  | <b>EXCEEDS CRITERIA</b>  | Rating indicates the individual exceeds standards for given criteria and consistently exhibits exceptional ability that is noteworthy.  |
| <b>M</b>  | <b>MEETS CRITERIA</b>    | Rating indicates the individual meets standards for given criteria and is consistently effective and productive.  |
| <b>NI</b> | <b>NEEDS IMPROVEMENT</b> | Rating indicates the individual partially meets standards for given criteria, though areas of weakness/ineffectiveness were observed. With increased attention to area, it is expected individual will meet criteria. |
| <b>U</b>  | <b>UNSATISFACTORY</b>    | Rating indicates individual failed to meet standards for given criteria. (An unsatisfactory rating indicates considerable lack of effectiveness, a problem that could result in a recommendation to not rehire.)      |

A faculty member must receive a rating of “Meets Criteria” or “Exceeds Criteria” **in the “Summary” of each of sections I through IV** in order to receive a rating of “Meets Criteria” or “Exceeds Criteria” for the **overall evaluation (section V)**.



**II. Effective Student Interaction and Evaluation of Student Work by Demonstrating:**

| Criteria   | E                        | M                        | NI                       | U                        |
|--|--------------------------|--------------------------|--------------------------|--------------------------|
| A. Patience, fairness, and promptness in the evaluation and discussion of student work.                | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| B. Sensitivity and responsiveness to the needs of individual students and their special circumstances. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| C. Sensitivity to diversity.   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| D. Availability to students during scheduled office hours/scheduled appointments                       | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Written assessment of student evaluations: Provide an overall assessment and interpretation of the student evaluations. *Written comments are required.*

Description of areas of excellence regarding student interaction and evaluation of student work:

Description of areas needing improvement regarding student interaction and evaluation of student work. Be specific. Recommendations for remedies must be included. *Written comments are required for any NI checked in the criteria for section II.*

Description of unsatisfactory areas regarding student interaction and evaluation of student work. *Written comments are required for any U checked in the criteria for section II.* Plan(s) for Removal of Unsatisfactory Rating must be attached. Are any plans attached? Yes  No

| SUMMARY ASSESSMENT, SECTION II (STUDENT INTERACTION) | E                        | M                        | NI                       | U                        |
|--|--------------------------|--------------------------|--------------------------|--------------------------|
| Performs at an overall level assessed as:            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

UNIVERSITY OF  
 THE SOUTH ALABAMA  
 COLLEGE OF EDUCATION  
 AND PROFESSIONAL  
 STUDIES





**IV. Continued Professional Growth Demonstrated by:**

| Criteria  | E                        | M                        | NI                       | U                        |
|---|--------------------------|--------------------------|--------------------------|--------------------------|
| A. Participation in professional activities such as coursework, attendance at workshops, seminars, professional meetings, and development of new curricula. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| B. Progress in areas identified as “needs improvement” or “unsatisfactory” in previous evaluations (leave rating blank if not applicable).                  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| C. Other appropriate activities (leave rating blank if not applicable).   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Description of areas of excellence regarding continued professional growth:

Description of areas needing improvement regarding continued professional growth. Be specific. Recommendations for remedies must be included. *Written comments are required for any NI checked in the criteria for section IV.*

Description on areas that are unsatisfactory regarding continued professional growth. *Written comments are required for any U checked in the criteria for section IV.* Plan(s) for Removal of Unsatisfactory Rating must be attached. Are any plans attached? Yes  No

APPENDIX - U

| SUMMARY ASSESSMENT, SECTION IV (PROFESSIONAL GROWTH) | E                        | M                        | NI                       | U                        |
|--|--------------------------|--------------------------|--------------------------|--------------------------|
| Performs at an overall level assessed as:            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Progress on areas identified as needing improvement from previous report(s), *if applicable*:

Progress on plans for removal of unsatisfactory rating from previous report(s), *if applicable*:

Areas rated as unsatisfactory must include plans for removal of unsatisfactory and timeline.

**SIGNATURES:**

\_\_\_\_\_

**Evaluee**

\_\_\_\_\_

**Date**

\_\_\_\_\_

**Committee chair**

\_\_\_\_\_

**Date**

\_\_\_\_\_

**Committee member**

\_\_\_\_\_

**Date**

\_\_\_\_\_

**Committee member**

\_\_\_\_\_

**Date**

**The above signed individuals have read and discussed this evaluation. Evaluee's signature acknowledges receipt of a copy of the evaluation and does not necessarily signify agreement. The evaluee may append comments to this report within 5 working days.**



# ANTELOPE VALLEY COLLEGE

## Adjunct Faculty Evaluation Report

|  |  |
|--|--|
| <b>Adjunct Faculty Member being evaluated:</b> |  |
| <b>Date Evaluator Assigned:</b>                | <b>Date of Initial Meeting with Evaluator:</b> |
| <b>Date of Report:</b>                         |  |
| <b>Evaluator:</b>                              |  |
| <b>Second Evaluator (if two-person team):</b>  |  |

**Classroom/worksites visits were made on** (list each date, who observed, and what class, lab, etc. was observed): \_\_\_\_\_

**Meetings/discussions with evaluatee were held on** (list each date and who met): \_\_\_\_\_

For specific observable behaviors and materials to consider regarding the criteria in each section, see the *Supplemental Evaluation Criteria List*.

**Rating Criteria Definitions:**

|           |                          |   |
|-----------|--------------------------|---|
| <b>E</b>  | <b>EXCEEDS CRITERIA</b>  | Rating indicates the individual exceeds standards for given criteria and consistently exhibits exceptional ability that is noteworthy.  |
| <b>M</b>  | <b>MEETS CRITERIA</b>    | Rating indicates the individual meets standards for given criteria and is consistently effective and productive.  |
| <b>NI</b> | <b>NEEDS IMPROVEMENT</b> | Rating indicates the individual partially meets standards for given criteria, though areas of weakness/ineffectiveness were observed. With increased attention to area, it is expected individual will meet criteria. |
| <b>U</b>  | <b>UNSATISFACTORY</b>    | Rating indicates individual failed to meet standards for given criteria. (An unsatisfactory rating indicates considerable lack of effectiveness, a problem that could result in a recommendation to not rehire.)      |

A faculty member must receive a rating of “Meets Criteria” or “Exceeds Criteria” **in the “Summary” of each of sections I through IV** in order to receive a rating of “Meets Criteria” or “Exceeds Criteria” for the **overall evaluation (section V)**.

**I. Effective Job Performance in Classroom Teaching, Counseling, Librarianship, or Other Specialized Job Duties, including but not limited to:**

| Criteria   | E                        | M                        | NI                       | U                        |
|--|--------------------------|--------------------------|--------------------------|--------------------------|
| A. Currency and depth of knowledge in teaching field or job duties.  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| B. Use of teaching methods and materials challenging to the students and appropriate to the subject matter or service area.  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| C. Careful attention to effective organization and communication skills.   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| D. Consistent responsibility in fulfilling college requirements and adherence to district policies and procedures (such as Title 5, fulfillment of flex contract, turning in reports such as census sheets and grades on time) or other specific requirements of the position. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Assessment of written materials. For example, for classroom faculty, provide an overall assessment of course syllabi, graded exams or papers, worksheets, handouts, etc.; for counselors, provide an overall assessment of Education Plans, etc.; for librarians and specialists, provide an overall assessment of workshop materials. *Written comments are required.*

APPENDIX V

Description of areas of excellence in job performance:

Description of areas needing improvement in job performance. Be specific. *Written comments are required for any NI checked in the criteria for section I.*

Description of unsatisfactory areas in job performance. *Written comments are required for any U checked in the criteria for section I.*

| SUMMARY ASSESSMENT, SECTION I (EXCELLENT JOB PERFORMANCE) | E                        | M                        | NI                       | U                        |
|---|--------------------------|--------------------------|--------------------------|--------------------------|
| Performs at an overall level assessed as:                 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**II. Effective Student Interaction and Evaluation of Student Work by Demonstrating:**

| Criteria  | E                        | M                        | NI                       | U                        |
|---|--------------------------|--------------------------|--------------------------|--------------------------|
| A. Patience, fairness, and promptness in the evaluation and discussion of student work.                           | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| B. Sensitivity and responsiveness to the needs of individual students and their special circumstances.            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| C. Sensitivity to diversity.  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| D. Availability to students during scheduled office hours/scheduled appointments (if office hours are being held) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Written assessment of student evaluations: Provide an overall assessment and interpretation of the student evaluations. *Written comments are required.*

Description of areas of excellence regarding student interaction and evaluation of student work:

Description of areas needing improvement regarding student interaction and evaluation of student work. Be specific. Recommendations for remedies must be included. *Written comments are required for any NI checked in the criteria for section II.*

Description of unsatisfactory areas regarding student interaction and evaluation of student work. *Written comments are required for any U checked in the criteria for section II.*

APPENDIX  
- V -

| SUMMARY ASSESSMENT, SECTION II (STUDENT INTERACTION) | E                        | M                        | NI                       | U                        |
|--|--------------------------|--------------------------|--------------------------|--------------------------|
| Performs at an overall level assessed as:            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**III. Fulfillment of Responsibilities to Colleagues, Discipline/Department, Division, and College and Respect for Colleagues and the Teaching Profession by:**

| Criteria  | E                        | M                        | NI                       | U                        |
|---|--------------------------|--------------------------|--------------------------|--------------------------|
| A. Acknowledging and defending free inquiry in the exchange of criticism and ideas.                             | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| B. Striving to be objective in their professional judgment of colleagues.                                       | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| C. Demonstrating tolerance for diverse perspective.   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| D. Working in the spirit of cooperation to develop and maintain a collegial atmosphere among faculty and staff. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**Written assessment of peer input: Provide an overall assessment and interpretation of peer input. Include classified input *only if applicable*. *Written comments on peer input are required.***

**APPENDIX**

**Description of areas of excellence regarding fulfillment of responsibilities to colleagues, discipline/department, division, and college and respect for colleagues and the teaching profession:**

**Description of areas needing improvement regarding fulfillment of responsibilities to colleagues, discipline/department, division, and college and respect for colleagues and the teaching profession. Be specific. Recommendations for remedies must be included. *Written comments are required for any NI checked in the criteria for section III.***

**Description of unsatisfactory areas regarding fulfillment of responsibilities to colleagues, discipline/department, division, and college and respect for colleagues and the teaching profession. *Written comments are required for any U checked in the criteria for section III.***

| SUMMARY ASSESSMENT, SECTION III (RESPONSIBILITIES TO COLLEAGUES, DISCIPLINE/DEPARTMENT, DIVISION, AND COLLEGE) | E                        | M                        | NI                       | U                        |
|--|--------------------------|--------------------------|--------------------------|--------------------------|
| Performs at an overall level assessed as:  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**IV. Continued Professional Growth Demonstrated by:**

| Criteria  | E                        | M                        | NI                       | U                        |
|---|--------------------------|--------------------------|--------------------------|--------------------------|
| A. Participation in professional activities such as coursework, attendance at workshops, seminars, professional meetings, and development of new curricula. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| B. Other appropriate activities (leave rating blank if not applicable).   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Description of areas of excellence regarding continued professional growth:

Description of areas needing improvement regarding continued professional growth. Be specific. Recommendations for remedies must be included. *Written comments are required for any NI checked in the criteria for section IV.*

Description on areas that are unsatisfactory regarding continued professional growth. *Written comments are required for any U checked in the criteria for section IV.*

APPENDIX - V

| SUMMARY ASSESSMENT, SECTION IV (PROFESSIONAL GROWTH) | E                        | M                        | NI                       | U                        |
|--|--------------------------|--------------------------|--------------------------|--------------------------|
| Performs at an overall level assessed as:            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

- Recommendation (check only one):
- Keep in Hiring Pool
  - Re-evaluate : Next evaluation in \_\_\_\_\_ semesters
  - Remove from Hiring Pool (requires 2-person team)

**SIGNATURES:**

\_\_\_\_\_  
Evaluee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Evaluator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Second Evaluator (if 2-person team)

\_\_\_\_\_  
Date

The above signed individuals have read and discussed this evaluation. Evaluee's signature acknowledges receipt of a copy of the evaluation and does not necessarily signify agreement. The evaluee may append comments to this report within 5 working days.



Application for Adjunct Service/Governance Compensation

APPENDIX - W

I, \_\_\_\_\_ am applying for compensation for the following task(s)  
(print name)

- \_\_\_ Course proposal (\$500):  
Name of course(s) \_\_\_\_\_
- \_\_\_ Course revision (\$200):  
Name of course(s) \_\_\_\_\_
- \_\_\_ Program review (to be determined)  
Course(s) \_\_\_\_\_
- \_\_\_ Service on committee (\$30 per meeting):  
Name of committee(s) \_\_\_\_\_

Total compensation for the above work will be \_\_\_\_\_.

I understand that compensation for these activities will be paid after the activity/activities are completed and that it is paid as salary and subject to the usual deductions. In addition, these hours do not count towards load in terms of calculating load for purposes of the 60% rule (Ed Code 87482.5(c)1).

\_\_\_\_\_  
Signature Date

To verify that work has been completed, please submit copy of the final course proposal, revision or program review report or copies of meeting minutes showing attendance to your division dean with a copy of this agreement.

\_\_\_\_\_  
Approval: \_\_\_\_\_  
Dean Date Vice-President Date

\_\_\_\_\_  
Work completed on \_\_\_\_\_  
Verified by \_\_\_\_\_  
Submitted to payroll \_\_\_\_\_

# AVC CHAIR COMPENSATION MATRIX FALL 2008

LHE

LHE

LHE

## 1. Number of contract and regular faculty

|          |   |          |   |          |   |
|----------|---|----------|---|----------|---|
| 0 to 3   | 0 | 16 to 20 | 3 | 31 to 35 | 6 |
| 4 to 9   | 1 | 21 to 25 | 4 | 36 to 40 | 7 |
| 10 to 15 | 2 | 26 to 30 | 5 | 41 to 45 | 8 |

## 2. Number of adjunct faculty

|          |     |          |     |          |     |
|----------|-----|----------|-----|----------|-----|
| 0 to 3   | 0   | 31 to 35 | 3   | 56 to 60 | 5.5 |
| 4 to 10  | 0.5 | 36 to 40 | 3.5 | 61 to 65 | 6   |
| 11 to 15 | 1   | 41 to 45 | 4   | 66 to 70 | 6.5 |
| 16 to 20 | 1.5 | 46 to 50 | 4.5 | 71 to 75 | 7   |
| 21 to 25 | 2   | 51 to 55 | 5   | 76 to 80 | 7.5 |
| 26 to 30 | 2.5 |          |     |          |     |

## 3. Number of unduplicated courses in catalog offered per year

|          |     |            |     |            |     |
|----------|-----|------------|-----|------------|-----|
| 0 to 9   | 0   | 51 to 75   | 1.5 | 125 to 150 | 3   |
| 10 to 24 | 0.5 | 76 to 100  | 2   | 150 to 175 | 3.5 |
| 25 to 50 | 1   | 100 to 125 | 2.5 |            |     |

## 4. Number of sections offer per year in the schedule

|         |     |         |     |         |     |
|---------|-----|---------|-----|---------|-----|
| 50-100  | 0.5 | 301-350 | 3   | 551-600 | 5.5 |
| 101-150 | 1   | 351-400 | 3.5 | 601-650 | 6   |
| 151-200 | 1.5 | 401-450 | 4   | 651-700 | 6.5 |
| 201-250 | 2   | 451-500 | 4.5 | 701-750 | 7   |
| 251-300 | 2.5 | 501-550 | 5   | 750-800 | 7.5 |

## 5. Number of students enrolled per calendar year

|           |     |            |   |             |   |
|-----------|-----|------------|---|-------------|---|
| 500-1000  | 0.5 | 5000-7000  | 3 | 11000-13000 | 6 |
| 1000-3000 | 1   | 7000-9000  | 4 | > 13000     | 7 |
| 3000-5000 | 2   | 9000-11000 | 5 |             |   |

6. Business/Advisory Committee

7. Mandatory Accreditation Process

## 8. Off-site Facilities/On-site Facilities

|              |     |
|--------------|-----|
| Nursing      | 2.5 |
| Rad Tech     | 1   |
| Resp Therapy | 1   |

**ANTELOPE VALLEY COLLEGE**



**FACULTY SALARY SCHEDULE A (10-Months paid over 11 months)**

**Effective 7-1-2009**

| <b>Range/ ⇒<br/>Column</b> | <b>Column I</b>                   | <b>Column II</b> | <b>Column III</b> | <b>Column IV</b> | <b>Column V</b> | <b>Column VI</b> | <b>Column VII</b>           |
|----------------------------|-----------------------------------|------------------|-------------------|------------------|-----------------|------------------|-----------------------------|
| <b>Step ↓</b>              | <b>Bachelor+2<br/>or<br/>AA+6</b> | <b>Master's</b>  |                   |                  |                 |                  | <b>Earned<br/>Doctorate</b> |
| <b>001 Monthly</b>         | \$ 4,478.54                       | \$ 4,660.58      | \$ 4,842.38       | \$ 5,024.20      | \$ 5,206.22     | \$ 5,388.04      | \$ 5,569.87                 |
| <b>Annual</b>              | \$ 49,263.96                      | \$ 51,266.43     | \$ 53,266.23      | \$ 55,266.25     | \$ 57,268.38    | \$ 59,268.41     | \$ 61,268.54                |
| <b>002</b>                 | \$ 4,687.68                       | \$ 4,869.72      | \$ 5,051.52       | \$ 5,233.35      | \$ 5,415.17     | \$ 5,597.16      | \$ 5,779.00                 |
|                            | \$ 51,564.51                      | \$ 53,566.87     | \$ 55,566.67      | \$ 57,566.80     | \$ 59,566.82    | \$ 61,568.73     | \$ 63,568.98                |
| <b>003</b>                 | \$ 4,896.86                       | \$ 5,078.86      | \$ 5,260.68       | \$ 5,442.53      | \$ 5,624.31     | \$ 5,806.14      | \$ 5,988.15                 |
|                            | \$ 53,865.50                      | \$ 55,867.41     | \$ 57,867.43      | \$ 59,867.79     | \$ 61,867.37    | \$ 63,867.50     | \$ 65,869.63                |
| <b>004</b>                 | \$ 5,106.02                       | \$ 5,287.78      | \$ 5,469.83       | \$ 5,651.65      | \$ 5,833.16     | \$ 6,015.27      | \$ 6,197.29                 |
|                            | \$ 56,166.27                      | \$ 58,165.63     | \$ 60,168.09      | \$ 62,168.12     | \$ 64,164.81    | \$ 66,167.94     | \$ 68,170.18                |
| <b>005</b>                 | \$ 5,315.14                       | \$ 5,496.97      | \$ 5,678.77       | \$ 5,860.80      | \$ 6,042.62     | \$ 6,224.45      | \$ 6,406.25                 |
|                            | \$ 58,466.49                      | \$ 60,466.62     | \$ 62,466.42      | \$ 64,468.77     | \$ 66,468.80    | \$ 68,468.93     | \$ 70,468.73                |
| <b>006</b>                 | \$ 5,524.31                       | \$ 5,706.11      | \$ 5,887.95       | \$ 6,069.96      | \$ 6,251.76     | \$ 6,433.57      | \$ 6,615.41                 |
|                            | \$ 60,767.37                      | \$ 62,767.17     | \$ 64,767.41      | \$ 66,769.54     | \$ 68,769.34    | \$ 70,769.26     | \$ 72,769.50                |
| <b>007</b>                 | \$ 5,733.28                       | \$ 5,915.25      | \$ 6,097.10       | \$ 6,278.90      | \$ 6,460.91     | \$ 6,642.70      | \$ 6,824.55                 |
|                            | \$ 63,066.03                      | \$ 65,067.71     | \$ 67,068.07      | \$ 69,067.87     | \$ 71,070.00    | \$ 73,069.69     | \$ 75,070.05                |
| <b>008</b>                 | \$ 5,942.40                       | \$ 6,124.43      | \$ 6,306.23       | \$ 6,488.06      | \$ 6,670.04     | \$ 6,851.88      | \$ 7,033.69                 |
|                            | \$ 65,366.35                      | \$ 67,368.71     | \$ 69,368.51      | \$ 71,368.64     | \$ 73,370.44    | \$ 75,370.68     | \$ 77,370.60                |
| <b>009</b>                 | \$ 6,151.57                       | \$ 6,333.58      | \$ 6,515.38       | \$ 6,697.19      | \$ 6,879.01     | \$ 7,061.03      | \$ 7,255.16                 |
|                            | \$ 67,667.23                      | \$ 69,669.37     | \$ 71,669.17      | \$ 73,669.08     | \$ 75,669.10    | \$ 77,671.34     | \$ 79,806.80                |
| <b>010</b>                 | \$ 6,151.57                       | \$ 6,542.72      | \$ 6,724.52       | \$ 6,906.37      | \$ 7,088.15     | \$ 7,269.98      | \$ 7,451.98                 |
|                            | \$ 67,667.23                      | \$ 71,969.91     | \$ 73,969.71      | \$ 75,970.07     | \$ 77,969.65    | \$ 79,969.78     | \$ 81,971.80                |
| <b>011</b>                 | \$ 6,151.57                       | \$ 6,542.72      | \$ 6,933.68       | \$ 7,115.51      | \$ 7,297.32     | \$ 7,479.14      | \$ 7,661.11                 |
|                            | \$ 67,667.23                      | \$ 71,969.91     | \$ 76,270.48      | \$ 78,270.62     | \$ 80,270.53    | \$ 82,270.55     | \$ 84,272.24                |
| <b>012</b>                 | \$ 6,151.57                       | \$ 6,542.72      | \$ 6,933.68       | \$ 7,324.61      | \$ 7,506.46     | \$ 7,688.17      | \$ 7,870.08                 |
|                            | \$ 67,667.23                      | \$ 71,969.91     | \$ 76,270.48      | \$ 80,570.72     | \$ 82,571.08    | \$ 84,569.88     | \$ 86,570.90                |
| <b>013</b>                 | \$ 6,151.57                       | \$ 6,542.72      | \$ 6,933.68       | \$ 7,324.61      | \$ 7,715.61     | \$ 7,897.44      | \$ 8,079.26                 |
|                            | \$ 67,667.23                      | \$ 71,969.91     | \$ 76,270.48      | \$ 80,570.72     | \$ 84,871.73    | \$ 86,871.87     | \$ 88,871.89                |
| <b>014</b>                 | \$ 6,151.57                       | \$ 6,542.72      | \$ 6,933.68       | \$ 7,324.61      | \$ 7,715.61     | \$ 7,897.44      | \$ 8,079.26                 |
|                            | \$ 67,667.23                      | \$ 71,969.91     | \$ 76,270.48      | \$ 80,570.72     | \$ 84,871.73    | \$ 86,871.87     | \$ 88,871.89                |
| <b>015</b>                 | \$ 6,151.57                       | \$ 6,542.72      | \$ 7,142.64       | \$ 7,533.79      | \$ 7,924.77     | \$ 8,106.56      | \$ 8,288.39                 |
|                            | \$ 67,667.23                      | \$ 71,969.91     | \$ 78,569.03      | \$ 82,871.71     | \$ 87,172.50    | \$ 89,172.19     | \$ 91,172.33                |

|            |              |              |              |              |              |              |               |
|------------|--------------|--------------|--------------|--------------|--------------|--------------|---------------|
| <b>016</b> | \$ 6,151.57  | \$ 6,542.72  | \$ 7,351.82  | \$ 7,742.73  | \$ 8,133.73  | \$ 8,315.72  | \$ 8,497.53   |
|            | \$ 67,667.23 | \$ 71,969.91 | \$ 80,870.02 | \$ 85,170.04 | \$ 89,471.05 | \$ 91,472.96 | \$ 93,472.87  |
| <b>017</b> | \$ 6,151.57  | \$ 6,542.72  | \$ 7,351.82  | \$ 7,742.73  | \$ 8,133.73  | \$ 8,315.72  | \$ 8,497.53   |
|            | \$ 67,667.23 | \$ 71,969.91 | \$ 80,870.02 | \$ 85,170.04 | \$ 89,471.05 | \$ 91,472.96 | \$ 93,472.87  |
| <b>018</b> | \$ 6,151.57  | \$ 6,542.72  | \$ 7,351.82  | \$ 7,742.73  | \$ 8,133.73  | \$ 8,315.72  | \$ 8,497.53   |
|            | \$ 67,667.23 | \$ 71,969.91 | \$ 80,870.02 | \$ 85,170.04 | \$ 89,471.05 | \$ 91,472.96 | \$ 93,472.87  |
| <b>019</b> | \$ 6,151.57  | \$ 6,542.72  | \$ 7,560.95  | \$ 7,951.90  | \$ 8,342.90  | \$ 8,524.89  | \$ 8,707.15   |
|            | \$ 67,667.23 | \$ 71,969.91 | \$ 83,170.46 | \$ 87,470.92 | \$ 91,771.93 | \$ 93,773.84 | \$ 95,778.64  |
| <b>020</b> | \$ 6,151.57  | \$ 6,542.72  | \$ 7,560.95  | \$ 7,951.90  | \$ 8,342.90  | \$ 8,524.89  | \$ 8,707.15   |
|            | \$ 67,667.23 | \$ 71,969.91 | \$ 83,170.46 | \$ 87,470.92 | \$ 91,771.93 | \$ 93,773.84 | \$ 95,778.64  |
| <b>021</b> | \$ 6,151.57  | \$ 6,542.72  | \$ 7,560.95  | \$ 7,951.90  | \$ 8,342.90  | \$ 8,524.89  | \$ 8,707.15   |
|            | \$ 67,667.23 | \$ 71,969.91 | \$ 83,170.46 | \$ 87,470.92 | \$ 91,771.93 | \$ 93,773.84 | \$ 95,778.64  |
| <b>022</b> | \$ 6,151.57  | \$ 6,542.72  | \$ 7,560.95  | \$ 7,951.90  | \$ 8,342.90  | \$ 8,524.89  | \$ 8,707.15   |
|            | \$ 67,667.23 | \$ 71,969.91 | \$ 83,170.46 | \$ 87,470.92 | \$ 91,771.93 | \$ 93,773.84 | \$ 95,778.64  |
| <b>023</b> | \$ 6,151.57  | \$ 6,542.72  | \$ 7,769.94  | \$ 8,162.13  | \$ 8,551.87  | \$ 8,733.87  | \$ 8,916.13   |
|            | \$ 67,667.23 | \$ 71,969.91 | \$ 85,469.34 | \$ 89,783.47 | \$ 94,070.59 | \$ 96,072.61 | \$ 98,077.41  |
| <b>024</b> | \$ 6,151.57  | \$ 6,542.72  | \$ 7,769.94  | \$ 8,162.13  | \$ 8,551.87  | \$ 8,733.87  | \$ 8,916.13   |
|            | \$ 67,667.23 | \$ 71,969.91 | \$ 85,469.34 | \$ 89,783.47 | \$ 94,070.59 | \$ 96,072.61 | \$ 98,077.41  |
| <b>025</b> | \$ 6,151.57  | \$ 6,542.72  | \$ 7,769.94  | \$ 8,162.13  | \$ 8,551.87  | \$ 8,733.87  | \$ 8,916.13   |
|            | \$ 67,667.23 | \$ 71,969.91 | \$ 85,469.34 | \$ 89,783.47 | \$ 94,070.59 | \$ 96,072.61 | \$ 98,077.41  |
| <b>026</b> | \$ 6,151.57  | \$ 6,542.72  | \$ 7,980.00  | \$ 8,371.20  | \$ 8,761.00  | \$ 8,942.96  | \$ 9,232.23   |
|            | \$ 67,667.23 | \$ 71,969.91 | \$ 87,780.00 | \$ 92,083.24 | \$ 96,371.03 | \$ 98,372.61 | \$ 101,554.51 |

Revised: 08/04/2009 (nb)

**ANTELOPE VALLEY COLLEGE**  
**FACULTY SALARY SCHEDULE Y (12-Months)**  
 Effective 7-1-2009

| Range/ Column ⇒ | Column I                 | Column II    | Column III   | Column IV     | Column V      | Column VI         | Column VII          |
|-----------------|--------------------------|--------------|--------------|---------------|---------------|-------------------|---------------------|
| Step ↓          | Bachelor+2<br>or<br>AA+6 | Master's     |              |               |               |                   | Earned<br>Doctorate |
| Step 1          | \$ 59,116.63             | \$ 61,519.54 | \$ 63,919.43 | \$ 66,319.55  | \$ 68,722.10  | \$ 71,122.10      | \$ 73,522.10        |
|                 | \$ 4,926.39              | \$ 5,126.63  | \$ 5,326.62  | \$ 5,526.63   | \$ 5,726.84   | \$ 5,926.84       | \$ 6,126.84         |
| Step 2          | \$ 61,877.33             | \$ 64,280.00 | \$ 66,680.12 | \$ 69,080.24  | \$ 71,480.25  | \$ 73,882.43      | \$ 76,282.80        |
|                 | \$ 5,156.44              | \$ 5,356.67  | \$ 5,556.68  | \$ 5,756.69   | \$ 5,956.69   | \$ 6,156.87       | \$ 6,356.90         |
| Step 3          | \$ 64,638.63             | \$ 67,040.93 | \$ 69,441.06 | \$ 71,841.06  | \$ 74,240.70  | \$ 76,641.06      | \$ 79,043.49        |
|                 | \$ 5,386.55              | \$ 5,586.74  | \$ 5,786.75  | \$ 5,986.75   | \$ 6,186.72   | \$ 6,386.76       | \$ 6,586.96         |
| Step 4          | \$ 67,399.56             | \$ 69,798.84 | \$ 72,201.51 | \$ 74,601.75  | \$ 76,997.88  | \$ 79,401.39      | \$ 81,804.18        |
|                 | \$ 5,616.63              | \$ 5,816.57  | \$ 6,016.79  | \$ 6,216.81   | \$ 6,416.49   | \$ 6,616.78       | \$ 6,817.02         |
| Step 5          | \$ 70,159.53             | \$ 72,560.02 | \$ 74,959.78 | \$ 77,362.44  | \$ 79,762.45  | \$ 82,162.57      | \$ 84,562.45        |
|                 | \$ 5,846.63              | \$ 6,046.67  | \$ 6,246.65  | \$ 6,446.87   | \$ 6,646.87   | \$ 6,846.88       | \$ 7,046.87         |
| Step 6          | \$ 72,920.83             | \$ 75,320.83 | \$ 77,721.08 | \$ 80,123.38  | \$ 82,523.14  | \$ 84,923.26      | \$ 87,323.39        |
|                 | \$ 6,076.74              | \$ 6,276.74  | \$ 6,476.76  | \$ 6,676.95   | \$ 6,876.93   | \$ 7,076.94       | \$ 7,276.95         |
| Step 7          | \$ 75,679.34             | \$ 78,081.40 | \$ 80,481.65 | \$ 82,881.53  | \$ 85,284.08  | \$ 87,683.59      | \$ 90,083.96        |
|                 | \$ 6,306.61              | \$ 6,506.78  | \$ 6,706.80  | \$ 6,906.79   | \$ 7,107.01   | \$ 7,306.97       | \$ 7,507.00         |
| Step 8          | \$ 78,439.55             | \$ 80,842.46 | \$ 83,241.86 | \$ 85,642.34  | \$ 88,044.65  | \$ 90,444.77      | \$ 92,844.90        |
|                 | \$ 6,536.63              | \$ 6,736.87  | \$ 6,936.82  | \$ 7,136.86   | \$ 7,337.05   | \$ 7,537.06       | \$ 7,737.07         |
| Step 9          | \$ 81,200.61             | \$ 83,603.03 | \$ 86,003.04 | \$ 88,402.92  | \$ 90,802.68  | \$ 93,205.47      | \$ 95,607.88        |
|                 | \$ 6,766.72              | \$ 6,966.92  | \$ 7,166.92  | \$ 7,366.91   | \$ 7,566.89   | \$ 7,767.12       | \$ 7,967.12         |
| Step 10         | \$ 81,200.61             | \$ 86,363.73 | \$ 88,763.73 | \$ 91,163.97  | \$ 93,563.49  | \$ 95,963.86      | \$ 98,366.16        |
|                 | \$ 6,766.72              | \$ 7,196.98  | \$ 7,396.98  | \$ 7,597.00   | \$ 7,796.96   | \$ 7,996.99       | \$ 8,197.18         |
| Step 11         | \$ 81,200.61             | \$ 86,363.73 | \$ 91,524.66 | \$ 93,924.67  | \$ 96,324.67  | \$ 98,724.79      | \$ 101,126.85       |
|                 | \$ 6,766.72              | \$ 7,196.98  | \$ 7,627.06  | \$ 7,827.06   | \$ 8,027.06   | \$ 8,227.07       | \$ 8,427.24         |
| Step 12         | \$ 81,200.61             | \$ 86,363.73 | \$ 91,524.66 | \$ 96,684.88  | \$ 99,085.48  | \$ 101,483.91     | \$ 103,885.13       |
|                 | \$ 6,766.72              | \$ 7,196.98  | \$ 7,627.06  | \$ 8,057.07   | \$ 8,257.12   | \$ 8,456.99       | \$ 8,657.09         |
| Step 13         | \$ 81,200.61             | \$ 86,363.73 | \$ 91,524.66 | \$ 96,684.88  | \$ 101,846.06 | \$ 104,246.18     | \$ 106,646.43       |
|                 | \$ 6,766.72              | \$ 7,196.98  | \$ 7,627.06  | \$ 8,057.07   | \$ 8,487.17   | \$ 8,687.18       | \$ 8,887.20         |
| Step 14         | \$ 81,200.61             | \$ 86,363.73 | \$ 91,524.66 | \$ 96,684.88  | \$ 101,846.06 | \$ 104,246.18     | \$ 106,646.43       |
|                 | \$ 6,766.72              | \$ 7,196.98  | \$ 7,627.06  | \$ 8,057.07   | \$ 8,487.17   | \$ 8,687.18       | \$ 8,887.20         |
| Step 15         | \$ 81,200.61             | \$ 86,363.73 | \$ 94,282.81 | \$ 99,446.05  | \$ 104,607.24 | \$ 107,006.63     | \$ 109,406.63       |
|                 | \$ 6,766.72              | \$ 7,196.98  | \$ 7,856.90  | \$ 8,287.17   | \$ 8,717.27   | \$ 8,917.22       | \$ 9,117.22         |
| Step 16         | \$ 81,200.61             | \$ 86,363.73 | \$ 97,043.87 | \$ 102,204.20 | \$ 107,365.26 | \$ 109,767.57     | \$ 112,167.21       |
|                 | \$ 6,766.72              | \$ 7,196.98  | \$ 8,086.99  | \$ 8,517.02   | \$ 8,947.11   | \$ 9,147.30       | \$ 9,347.27         |
| Step 17         | \$ 81,200.61             | \$ 86,363.73 | \$ 97,043.87 | \$ 102,204.20 | \$ 107,365.26 | \$ 109,767.57     | \$ 112,167.21       |
|                 | \$ 6,766.72              | \$ 7,196.98  | \$ 8,086.99  | \$ 8,517.02   | \$ 8,947.11   | \$ 9,147.30       | \$ 9,347.27         |
|                 |                          |              |              |               |               | Over to Next Page |                     |



**ANTELOPE VALLEY COLLEGE**  
**FACULTY SALARY SCHEDULE Y (12-Months)**  
 Effective 7-1-2009

| Range/ Column ⇒ | Column I                 | Column II    | Column III    | Column IV     | Column V      | Column VI     | Column VII          |
|-----------------|--------------------------|--------------|---------------|---------------|---------------|---------------|---------------------|
| Step ↓          | Bachelor+2<br>or<br>AA+6 | Master's     |               |               |               |               | Earned<br>Doctorate |
| Step 18         | \$ 81,200.61             | \$ 86,363.73 | \$ 97,043.87  | \$ 102,204.20 | \$ 107,365.26 | \$ 109,767.57 | \$ 112,167.21       |
|                 | \$ 6,766.72              | \$ 7,196.98  | \$ 8,086.99   | \$ 8,517.02   | \$ 8,947.11   | \$ 9,147.30   | \$ 9,347.27         |
| Step 19         | \$ 81,200.61             | \$ 86,363.73 | \$ 99,804.56  | \$ 104,965.26 | \$ 110,126.08 | \$ 112,528.62 | \$ 114,934.44       |
|                 | \$ 6,766.72              | \$ 7,196.98  | \$ 8,317.05   | \$ 8,747.11   | \$ 9,177.17   | \$ 9,377.39   | \$ 9,577.87         |
| Step 20         | \$ 81,200.61             | \$ 86,363.73 | \$ 99,804.56  | \$ 104,965.26 | \$ 110,126.08 | \$ 112,528.62 | \$ 114,934.44       |
|                 | \$ 6,766.72              | \$ 7,196.98  | \$ 8,317.05   | \$ 8,747.11   | \$ 9,177.17   | \$ 9,377.39   | \$ 9,577.87         |
| Step 21         | \$ 81,200.61             | \$ 86,363.73 | \$ 99,804.56  | \$ 104,965.26 | \$ 110,126.08 | \$ 112,528.62 | \$ 114,934.44       |
|                 | \$ 6,766.72              | \$ 7,196.98  | \$ 8,317.05   | \$ 8,747.11   | \$ 9,177.17   | \$ 9,377.39   | \$ 9,577.87         |
| Step 22         | \$ 81,200.61             | \$ 86,363.73 | \$ 99,804.56  | \$ 104,965.26 | \$ 110,126.08 | \$ 112,528.62 | \$ 114,934.44       |
|                 | \$ 6,766.72              | \$ 7,196.98  | \$ 8,317.05   | \$ 8,747.11   | \$ 9,177.17   | \$ 9,377.39   | \$ 9,577.87         |
| Step 23         | \$ 81,200.61             | \$ 86,363.73 | \$ 102,563.08 | \$ 107,740.13 | \$ 112,884.71 | \$ 115,287.38 | \$ 117,693.08       |
|                 | \$ 6,766.72              | \$ 7,196.98  | \$ 8,546.92   | \$ 8,978.34   | \$ 9,407.06   | \$ 9,607.28   | \$ 9,807.76         |
| Step 24         | \$ 81,200.61             | \$ 86,363.73 | \$ 102,563.08 | \$ 107,740.13 | \$ 112,884.71 | \$ 115,287.38 | \$ 117,693.08       |
|                 | \$ 6,766.72              | \$ 7,196.98  | \$ 8,546.92   | \$ 8,978.34   | \$ 9,407.06   | \$ 9,607.28   | \$ 9,807.76         |
| Step 25         | \$ 81,200.61             | \$ 86,363.73 | \$ 102,563.08 | \$ 107,740.13 | \$ 112,884.71 | \$ 115,287.38 | \$ 117,693.08       |
|                 | \$ 6,766.72              | \$ 7,196.98  | \$ 8,546.92   | \$ 8,978.34   | \$ 9,407.06   | \$ 9,607.28   | \$ 9,807.76         |
| Step 26         | \$ 81,200.61             | \$ 86,363.73 | \$ 105,335.89 | \$ 110,499.86 | \$ 115,645.28 | \$ 118,047.22 | \$ 121,869.63       |
|                 | \$ 6,766.72              | \$ 7,196.98  | \$ 8,777.99   | \$ 9,208.32   | \$ 9,637.11   | \$ 9,837.27   | \$ 10,155.80        |

Revised: 08/04/2009 (nb)

**ANTELOPE VALLEY COLLEGE**

**Adjunct/Overload Lecture/Lecture Lab Combination Rate of Pay - Effective Fall 2010  
Schedule E**

| Step        | COLUMN I<br>Less than<br>Masters Rate of<br>Pay | COLUMN II<br>With Masters | COUMN III<br>With Earned<br>Doctorate |                                      | 2% Academy                                      |                           |
|-------------|---|---------------------------|---------------------------------------|--------------------------------------|---|---------------------------|
|             |   |                           |                                       |                                      | COLUMN I<br>Less than<br>Masters Rate<br>of Pay | COLUMN II<br>With Masters |
| <b>1</b>    | 1083.81   | 1127.86                   | 1171.86                               | Per LHE                              | 1105.49   | 1150.42                   |
|             | 63.75   | 66.34                     | 68.93                                 | (For<br>Retirement<br>Purposes Only) | 65.03   | 67.67                     |
| <b>2</b>    | 1134.42   | 1178.47                   | 1222.47                               | Per LHE                              | 1157.11   | 1202.04                   |
|             | 66.73   | 69.32                     | 71.91                                 | (For<br>Retirement<br>Purposes Only) | 68.07   | 70.71                     |
| <b>3</b>    | 1185.04   | 1229.08                   | 1273.08                               | Per LHE                              | 1208.74   | 1253.66                   |
|             | 69.71   | 72.30                     | 74.89                                 | (For<br>Retirement<br>Purposes Only) | 71.10   | 73.74                     |
| <b>4d</b>   | 1235.66   | 1279.64                   | 1323.70                               | Per LHE                              | 1260.37   | 1305.23                   |
| <b>F110</b> | 72.69   | 75.27                     | 77.86                                 | (For<br>Retirement<br>Purposes Only) | 74.14   | 76.78                     |

|               |  |  |  |   |
|---------------|--|--|--|---|
| <b>Office</b> |  |  |  | <i>Regular Semester = Fall and Spring</i> |
|---------------|--|--|--|---|

1 Compensation is calculated by multiplying the LHE's per class by the appropriate adjunct/overload salary schedule amount.

2 For those classes scheduled to meet less than a full semester, compensation shall be paid insofar as possible on a monthly basis.

3 **Step 2** for faculty who have taught for 2 ½ years (5 semesters) or thirty (30) Lecture Hour Equivalent (**LHE**) at Antelope Valley College during the regular academic year.

4 **Step 3** for faculty who have taught for five (5) years (10 semesters) or (60) LHE at Antelope Valley College during the regular academic year.

5 **Step 4** for faculty who have taught for seven and one-half (7.5) years (15 semesters) or (90) LHE at Antelope Valley College during the regular academic year.

Revised 7/2/2010 (nb)



**ANTELOPE VALLEY COLLEGE**  
**Office of Human Resources & Employee Relations**  
**ADJUNCT/OVERLOAD "NON-CLASSROOM" SALARY SCHEDULE ( H )**  
**Effective 7-1-2009**

| Less than a Master's Degree or Equivalent |         |                    |
|---|---------|--------------------|
|   |         | Faculty Academy 2% |
| Step 1                                    | \$40.23 | \$41.02            |
| Step 2                                    | \$42.09 | \$42.94            |
| Step 3                                    | \$43.97 | \$44.85            |
| Step 4                                    | \$45.85 | \$46.77            |
| Step 5                                    | \$47.73 | \$48.68            |
| Step 6                                    | \$49.61 | \$50.60            |
| Step 7                                    | \$51.48 | \$52.51            |
| Step 8                                    | \$53.36 | \$54.43            |

| Master's Degree or Equivalent |         |                    |
|-------------------------------|---------|--------------------|
|                               |         | Faculty Academy 2% |
| Step 1                        | \$41.85 | \$42.69            |
| Step 2                        | \$43.73 | \$44.60            |
| Step 3                        | \$45.60 | \$46.52            |
| Step 4                        | \$47.48 | \$48.43            |
| Step 5                        | \$49.36 | \$50.35            |
| Step 6                        | \$51.24 | \$52.26            |
| Step 7                        | \$53.12 | \$54.18            |
| Step 8                        | \$55.00 | \$56.09            |

| Earned Doctorate (COLUMN III) |                    |
|-------------------------------|--------------------|
|                               | Hourly Rate of Pay |
| Step 1                        | \$43.48            |
| Step 2                        | \$45.36            |
| Step 3                        | \$47.24            |
| Step 4                        | \$49.12            |
| Step 5                        | \$50.99            |
| Step 6                        | \$52.87            |
| Step 7                        | \$54.75            |
| Step 8                        | \$56.63            |

**Office Hours/Substitute Pay Flat Rate: \$48.85 hr.**

**Step 2** for faculty who have worked for 2 ½ years (5 semesters) or have completed the equivalent to **an annual** full-time load at Antelope Valley College during the regular academic year.

**Movement on the salary schedule for the remaining Steps 3 through 8** will be one step for every additional 2 1/2 years (5 semesters) or having completed the equivalent to an annual full time load at Antelope Valley College during a regular academic year.

**ANTELOPE VALLEY COLLEGE**

**Adjunct/Overload "Lab Only" Rate of Pay - Effective Fall 2010  
Schedule L**

| Step     | COLUMN I<br>Less than<br>Masters Rate of<br>Pay | COLUMN II<br>With Masters |                                   | 2% Academy                          |              |
|----------|---|---------------------------|-----------------------------------|-------------------------------------|--------------|
|          |   |                           |                                   | COLUMN I                            | COLUMN II    |
|          |   |                           |                                   | Less than<br>Masters Rate of<br>Pay | With Masters |
| <b>1</b> | 1322.85   | 1397.09                   | Per LHE                           | 1349.30                             | 1425.03      |
|          | 77.82   | 82.18                     | (For Retirement<br>Purposes Only) | 79.37                               | 83.83        |
| <b>2</b> | 1375.32   | 1452.47                   | Per LHE                           | 1402.82                             | 1481.52      |
|          | 80.90   | 85.45                     | (For Retirement<br>Purposes Only) | 82.54                               | 87.15        |
| <b>3</b> | 1430.70   | 1510.71                   | Per LHE                           | 1459.31                             | 1540.92      |
|          | 84.16   | 88.86                     | (For Retirement<br>Purposes Only) | 85.85                               | 90.65        |

**Regular Semester = Fall and Spring**

**1** Compensation is calculated by multiplying the LHE's per class by the appropriate adjunct/overload salary schedule amount.

**2** For those classes scheduled to meet less than a full semester, compensation shall be paid insofar as possible on a monthly basis.

**3** **Step 2** for faculty who have taught for 2 ½ years (5 semesters) or thirty (30) Lecture Hour Equivalent (**LHE**) at Antelope Valley College during the regular academic year.

**4** **Step 3** for faculty who have taught for five (5) years (10 semesters) or (60) LHE at Antelope Valley College during the regular academic year.

## Fact Sheet #28: The Family and Medical Leave Act of 1993



**Notice:** On October 28, 2009, the President signed the National Defense Authorization Act for Fiscal Year 2010 (2010 NDAA), Public Law 111-84. Section 565 of the 2010 NDAA amends the military family leave entitlements of the Family and Medical Leave Act (FMLA). These amendments expand coverage for “qualifying exigency” leave to eligible employees with covered family members in the Regular Armed Forces and coverage for “military caregiver leave” to eligible employees who are the spouse, son, daughter, parent, or next of kin of certain veterans with a “serious injury or illness”. On December 21, 2009, the President signed the Airline Flight Crew Technical Corrections Act, Public Law 111-119, which modifies the FMLA eligibility requirements for flight crew members. This Fact Sheet does not incorporate these amendments to the FMLA.

The U.S. Department of Labor's Employment Standards Administration, Wage and Hour Division, administers and enforces the Family and Medical Leave Act (FMLA) for all private, state and local government employees, and some federal employees. Most federal and certain congressional employees are also covered by the law and are subject to the jurisdiction of the U.S. Office of Personnel Management or the Congress.

The FMLA entitles eligible employees to take up to 12 workweeks of unpaid, job-protected leave in a 12-month period for specified family and medical reasons, or for any “qualifying exigency” arising out of the fact that a covered military member is on active duty, or has been notified of an impending call or order to active duty, in support of a contingency operation. The FMLA also allows eligible employees to take up to 26 workweeks of job-protected leave in a “single 12-month period” to care for a covered servicemember with a serious injury or illness. *See Fact Sheet #28A: The Family and Medical Leave Act Military Family Leave Entitlements.*

### EMPLOYER COVERAGE

The FMLA applies to all public agencies, including state, local and federal employers, local education agencies (schools), **and** private-sector employers who employed 50 or more employees in 20 or more workweeks in the current or preceding calendar year, including joint employers and successors of covered employers.

### EMPLOYEE ELIGIBILITY

To be eligible for FMLA benefits, an employee **must**:

- work for a covered employer;
- have worked for the employer for a total of 12 months;
- have worked at least 1,250 hours over the previous 12 months; and
- work at a location in the United States or in any territory or possession of the United States where at least 50 employees are employed by the employer within 75 miles.

While the 12 months of employment need not be consecutive, employment periods prior to a break in service of **seven** years or more need not be counted unless the break is occasioned by the employee's fulfillment of his or her National Guard or Reserve military obligation (as protected under the Uniformed Services Employment and Reemployment Rights Act (USERRA)), or a written agreement, including a collective bargaining agreement, exists concerning the employer's intention to rehire the employee after the break in service. *See “FMLA Special Rules for Returning Reservists.”*

**LEAVE ENTITLEMENT**

A covered employer must grant an eligible employee up to a total of **12 workweeks** of **unpaid** leave during any 12-month period for one or more of the following reasons:

- for the birth and care of a newborn child of the employee;
- for placement with the employee of a son or daughter for adoption or foster care;
- to care for a spouse, son, daughter, or parent with a serious health condition;
- to take medical leave when the employee is unable to work because of a serious health condition; **or**
- for qualifying exigencies arising out of the fact that the employee’s spouse, son, daughter, or parent is on active duty or call to active duty status as a member of the National Guard or Reserves in support of a contingency operation.

A covered employer also must grant an eligible employee who is a spouse, son, daughter, parent, or next of kin of a current member of the Armed Forces, including a member of the National Guard or Reserves, with a serious injury or illness up to a total of **26 workweeks** of **unpaid** leave during a “single 12-month period” to care for the servicemember. For specific information regarding military family leave, *see* “Fact Sheet #28A: The Family and Medical Leave Act Military Family Leave Entitlements.”

Spouses employed by the same employer are limited in the **amount** of family leave they may take for the birth and care of a newborn child, placement of a child for adoption or foster care, or to care for a parent who has a serious health condition to a combined total of 12 workweeks (or 26 workweeks if leave to care for a covered servicemember with a serious injury or illness is also used). Leave for birth and care, or placement for adoption or foster care, must conclude within 12 months of the birth or placement.

Under some circumstances, employees may take FMLA leave intermittently -- taking leave in separate blocks of time for a single qualifying reason -- or on a reduced leave schedule -- reducing the employee’s usual weekly or daily work schedule. When leave is needed for planned medical treatment, the employee must make a reasonable effort to schedule treatment so as not to unduly disrupt the employer’s operation. If FMLA leave is for birth and care, or placement for adoption or foster care, use of intermittent leave is subject to the employer’s approval.

Under certain conditions, employees **or** employers may choose to “substitute” (run concurrently) accrued **paid** leave (such as sick or vacation leave) to cover some or all of the FMLA leave. An employee’s ability to substitute accrued paid leave is determined by the terms and conditions of the employer’s normal leave policy.

“**Serious health condition**” means an illness, injury, impairment, or physical or mental condition that involves either:

- Inpatient care (*i.e.*, an overnight stay) in a hospital, hospice, or residential medical-care facility, including any period of incapacity (*i.e.*, inability to work, attend school, or perform other regular daily activities) or subsequent treatment in connection with such inpatient care; **or**
- Continuing treatment by a health care provider, which includes:
  - (1) A period of incapacity lasting more than three consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition that **also** includes:
    - treatment two or more times by or under the supervision of a health care provider (*i.e.*, in-person visits, the first within 7 days and both within 30 days of the first day of incapacity); **or**



- one treatment by a health care provider (*i.e.*, an in-person visit within 7 days of the first day of incapacity) with a continuing regimen of treatment (*e.g.*, prescription medication, physical therapy); **or**
- (2) Any period of incapacity related to pregnancy or for prenatal care. A visit to the health care provider is not necessary for each absence; **or**
- (3) Any period of incapacity or treatment for a chronic serious health condition which continues over an extended period of time, requires periodic visits (at least twice a year) to a health care provider, and may involve occasional episodes of incapacity. A visit to a health care provider is not necessary for each absence; **or**
- (4) A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective. Only supervision by a health care provider is required, rather than active treatment; **or**
- (5) Any absences to receive multiple treatments for restorative surgery or for a condition that would likely result in a period of incapacity of more than three days if not treated.

**MAINTENANCE OF HEALTH BENEFITS**

A covered employer is required to maintain group health insurance coverage for an employee on FMLA leave whenever such insurance was provided before the leave was taken and on the same terms as if the employee had continued to work. If applicable, arrangements will need to be made for employees to pay their share of health insurance premiums while on leave. In some instances, the employer may recover premiums it paid to maintain health coverage for an employee who fails to return to work from FMLA leave.

**JOB RESTORATION**

Upon return from FMLA leave, an employee must be restored to the employee's original job, or to an equivalent job with equivalent pay, benefits, and other terms and conditions of employment. An employee's use of FMLA leave cannot result in the loss of any employment benefit that the employee earned or was entitled to **before** using FMLA leave, nor be counted against the employee under a "no fault" attendance policy. If a bonus or other payment, however, is based on the achievement of a specified goal such as hours worked, products sold, or perfect attendance, and the employee has not met the goal due to FMLA leave, payment may be denied unless it is paid to an employee on equivalent leave status for a reason that does not qualify as FMLA leave.

An employee has no greater right to restoration or to other benefits and conditions of employment than if the employee had been continuously employed.

**NOTICE AND CERTIFICATION**

Employee Notice

Employees seeking to use FMLA leave are required to provide 30-day advance notice of the need to take FMLA leave when the need is foreseeable and such notice is practicable. If leave is foreseeable less than 30 days in advance, the employee must provide notice as soon as practicable – generally, either the same or next business day. When the need for leave is not foreseeable, the employee must provide notice to the employer as soon as practicable under the facts and circumstances of the particular case. Absent unusual circumstances, employees must comply with the employer's usual and customary notice and procedural requirements for requesting leave.

Employees must provide sufficient information for an employer reasonably to determine whether the FMLA may apply to the leave request. Depending on the situation, such information may include that the employee is incapacitated due to pregnancy, has been hospitalized overnight, is unable to perform the functions of the job, and/or that the employee or employee's qualifying family member is under the continuing care of a health care provider.

When an employee seeks leave for a FMLA-qualifying reason for the **first time**, the employee need not expressly assert FMLA rights or even mention the FMLA. When an employee seeks leave, however, due to a FMLA-qualifying reason for which the employer has previously provided the employee FMLA-protected leave, the employee **must** specifically reference either the qualifying reason for leave or the need for FMLA leave.

Employer Notice

Covered employers must post a notice approved by the Secretary of Labor explaining rights and responsibilities under the FMLA. An employer that willfully violates this posting requirement may be subject to a civil money penalty of up to \$110 for each separate offense. Additionally, employers must either include this general notice in employee handbooks or other written guidance to employees concerning benefits, or must distribute a copy of the notice to each new employee upon hiring. Employers may use the notice prepared by U.S. Department of Labor to meet this requirement.

When an employee requests FMLA leave or the employer acquires knowledge that leave may be for a FMLA purpose, the employer must notify the employee of his or her eligibility to take leave, and inform the employee of his/her rights and responsibilities under the FMLA. When the employer has enough information to determine that leave is being taken for a FMLA-qualifying reason, the employer must notify the employee that the leave is designated and will be counted as FMLA leave. Employers may use the optional forms WH-381 and WH-382 prepared by the U.S. Department of Labor to meet these notification requirements.

Certification

Employers may require that an employee's request for leave due to a serious health condition affecting the employee or a covered family member be supported by a certification from a health care provider. An employer may require second or third medical opinions (at the employer's expense) and periodic recertification of a serious health condition. An employer may use a health care provider, a human resource professional, a leave administrator, or a management official – but not the employee's direct supervisor – to authenticate or clarify a medical certification of a serious health condition. An employer may have a uniformly-applied policy requiring employees returning from leave for their own serious health condition to submit a certification that they are able to resume work. If reasonable safety concerns exist, an employer may, under certain circumstances, require such a certification for employees returning from intermittent FMLA leave. Employers may use the optional forms WH-380-E and WH-380-F prepared by the U.S. Department of Labor for obtaining medical certifications of serious health conditions.

**UNLAWFUL ACTS**

It is unlawful for any employer to interfere with, restrain, or deny the exercise of any right provided by the FMLA. It is also unlawful for an employer to discharge or discriminate against any individual for opposing any practice, or because of involvement in any proceeding, related to the FMLA.

**ENFORCEMENT**

The Wage and Hour Division investigates complaints. If violations cannot be satisfactorily resolved, the U.S. Department of Labor may bring action in court to compel compliance. Individuals may also be able to bring a private civil action against an employer for violations.

**OTHER PROVISIONS**

Special rules apply to employees of local education agencies. Generally, these rules apply to intermittent leave or when leave is required near the end of a school term.

Salaried executive, administrative, and professional employees of covered employers who meet the Fair Labor Standards Act (FLSA) criteria for exemption from minimum wage and overtime under Regulations, 29 CFR Part 541, do not lose their FLSA-exempt status by using any unpaid FMLA leave. This special exception to the "salary basis" requirements for FLSA's exemption extends only to an "eligible" employee's use of leave required by the FMLA.

**For additional information, visit our Wage and Hour Division Website: <http://www.wagehour.dol.gov> and/or call our toll-free information and helpline, available 8 a.m. to 5 p.m. in your time zone, 1-866-4-USWAGE (1-866-487-9243).**

This publication is for general information and is not to be considered in the same light as official statements of position contained in the regulations.

**U.S. Department of Labor**  
Frances Perkins Building  
200 Constitution Avenue, NW  
Washington, DC 20210

**1-866-4-USWAGE**  
TTY: 1-866-487-9243  
**Contact Us**



## Fact Sheet #28A: The Family and Medical Leave Act Military Family Leave Entitlements

**Notice:** On October 28, 2009, the President signed the National Defense Authorization Act for Fiscal Year 2010 (2010 NDAA), Public Law 111-84. Section 565 of the 2010 NDAA amends the military family leave entitlements of the Family and Medical Leave Act (FMLA). These amendments expand coverage for “qualifying exigency” leave to eligible employees with covered family members in the Regular Armed Forces and coverage for “military caregiver leave” to eligible employees who are the spouse, son, daughter, parent, or next of kin of certain veterans with a “serious injury or illness”. On December 21, 2009, the President signed the Airline Flight Crew Technical Corrections Act, Public Law 111-119, which modifies the FMLA eligibility requirements for flight crew members. This Fact Sheet does not incorporate these amendments to the FMLA.

The National Defense Authorization Act for Fiscal Year 2008 (2008 NDAA), Public Law 110-181, amended the FMLA to allow eligible employees to take up to 12 workweeks of job-protected leave in the applicable 12-month period for any “qualifying exigency” arising out of the active duty or call to active duty status of a spouse, son, daughter, or parent. The 2008 NDAA also amended the FMLA to allow eligible employees to take up to 26 workweeks of job-protected leave in a “single 12-month period” to care for a covered servicemember with a serious injury or illness. These two types of FMLA leave are known as the military family leave entitlements.

### EMPLOYER COVERAGE

The FMLA applies to all public agencies, including state, local and federal employers, local education agencies (schools), and private-sector employers who employed 50 or more employees in 20 or more workweeks in the current or preceding calendar year, including joint employers and successors of covered employers.

### EMPLOYEE ELIGIBILITY

To be eligible for FMLA benefits, an employee **must**:

- work for a covered employer;
- have worked for the employer for a total of 12 months;
- have worked at least 1,250 hours over the previous 12 months; and
- work at a location where at least 50 employees are employed by the employer within 75 miles.

### MILITARY FAMILY LEAVE ENTITLEMENTS

**Military Caregiver Leave:** A covered employer must grant an eligible employee who is a spouse, son, daughter, parent, or next of kin of a covered servicemember with a serious injury or illness up to a total of **26 workweeks** of **unpaid** leave during a “single 12-month period” to care for the servicemember. A covered servicemember is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness. A serious injury or illness is one that was incurred by a servicemember in the line of duty on active duty that may render the servicemember



medically unfit to perform the duties of his or her office, grade, rank, or rating. The "single 12-month period" for leave to care for a covered servicemember with a serious injury or illness begins on the first day the employee takes leave for this reason and ends 12 months later, regardless of the 12 month period established by the employer for other types of FMLA leave. An eligible employee is limited to a **combined** total of 26 workweeks of leave for any FMLA-qualifying reason during the "single 12-month period." (Only 12 of the 26 weeks total may be for a FMLA-qualifying reason other than to care for a covered servicemember.)

**Qualifying Exigency Leave:** A covered employer must grant an eligible employee up to a total of **12 workweeks of unpaid** leave during the normal 12-month period established by the employer for FMLA leave for qualifying exigencies arising out of the fact that the employee's spouse, son, daughter, or parent is on active duty, or has been notified of an impending call or order to active duty, in support of a contingency operation. Under the terms of the statute, qualifying exigency leave is available to a family member of a military member in the National Guard or Reserves; it does not extend to family members of military members in the Regular Armed Forces.

Qualifying exigencies include:

- Issue arising from a covered military member's short notice deployment (i.e., deployment on seven or less days of notice) for a period of **seven** days from the date of notification;
- Military events and related activities, such as official ceremonies, programs, or events sponsored by the military or family support or assistance programs and informational briefings sponsored or promoted by the military, military service organizations, or the American Red Cross that are related to the active duty or call to active duty status of a covered military member;
- Certain childcare and related activities arising from the active duty or call to active duty status of a covered military member, such as arranging for alternative childcare, providing childcare on a non-routine, urgent, immediate need basis, enrolling or transferring a child in a new school or day care facility, and attending certain meetings at a school or a day care facility if they are necessary due to circumstances arising from the active duty or call to active duty of the covered military member;
- Making or updating financial and legal arrangements to address a covered military member's absence;
- Attending counseling provided by someone other than a health care provider for oneself, the covered military member, or the child of the covered military member, the need for which arises from the active duty or call to active duty status of the covered military member;
- Taking up to **five** days of leave to spend time with a covered military member who is on short-term temporary, rest and recuperation leave during deployment;
- Attending to certain post-deployment activities, including attending arrival ceremonies, reintegration briefings and events, and other official ceremonies or programs sponsored by the military for a period of 90 days following the termination of the covered military member's active duty status, and addressing issues arising from the death of a covered military member;
- Any other event that the employee and employer agree is a qualifying exigency.

Spouses employed by the same employer are limited to a **combined** total of 26 workweeks in a "single 12-month period" if the leave is to care for a covered servicemember with a serious injury or illness, and for the birth and care of a newborn child, for placement of a child for adoption or foster care, or to care for a parent who has a serious health condition.

FMLA leave may be taken intermittently whenever **medically necessary** to care for a covered servicemember with a serious injury or illness. FMLA leave also may be taken intermittently for a qualifying exigency arising out of the active duty status or call to active duty of a covered military member. When leave is needed for planned medical treatment, the employee must make a reasonable effort to schedule treatment so as not to unduly disrupt the employer's operation.

Under certain conditions, employees or employers may choose to “substitute” (run concurrently) accrued paid leave (such as sick or vacation leave) to cover some or all of the FMLA leave. An employee’s ability to substitute accrued paid leave is determined by the terms and conditions of the employer’s normal leave policy.

### NOTICE REQUIREMENTS

#### Employee Notice

Employees seeking to use military caregiver leave must provide 30 days advance notice of the need to take FMLA leave for planned medical treatment for a serious injury or illness of a covered servicemember. If leave is foreseeable but 30 days advance notice is not practicable, the employee must provide notice as soon as practicable – generally, either the same or next business day. An employee must provide notice of the need for foreseeable leave due to a qualifying exigency as soon as practicable. When the need for military family leave is not foreseeable, the employee must provide notice to the employer as soon as practicable under the facts and circumstances of the particular case. Generally, it should be practicable to provide notice for unforeseeable leave within the time prescribed by the employer’s usual and customary notice requirements.

An employee does not need to specifically assert his or her rights under the FMLA, or even mention the FMLA, when providing notice. The employee must provide “sufficient information” to make the employer aware of the need for FMLA leave and the anticipated timing and duration of the leave. Depending on the situation, such information may include, as applicable:

- that the requested leave is for a particular qualifying exigency related to the active duty or call to active duty status of a covered military member and the anticipated duration of the leave;
- that the leave is for a qualifying family member who is a covered servicemember with a serious injury or illness and the anticipated duration of the leave.

When an employee seeks leave due to a FMLA-qualifying reason for which the employer has previously provided the employee FMLA-protected leave, the employee **must** specifically reference either the qualifying reason for leave or the need for FMLA leave.

#### Employer Notice

Covered employers must post a notice approved by the Secretary of Labor explaining rights and responsibilities under the FMLA. Additionally, employers must either include this general notice in employee handbooks or other written guidance to employees concerning benefits, or must distribute a copy of the notice to each new employee upon hiring. Employers may use the notice prepared by U.S. Department of Labor to meet this requirement.

When an employee requests FMLA leave or the employer acquires knowledge that leave may be for a FMLA purpose, the employer must notify the employee of his or her eligibility to take leave, including a reason for non-eligibility if the employee is determined not to be eligible. Such eligibility notice may be oral or written and should, generally, be given within five business days of the request for FMLA leave. Subsequent eligibility notice in the same 12-month leave period may be required when an employee’s eligibility status changes. Employers also must inform employees of their rights and responsibilities under the FMLA, including giving specific written information on what is required of the employee.

When the employer has enough information to determine that leave is being taken for an FMLA-qualifying reason, the employer must notify the employee that the leave is designated and will be counted as FMLA leave. The employer must designate leave that qualifies as **both** leave to care for a covered servicemember with a serious injury or illness **and** leave to care for a qualifying family member with a serious health condition as leave to care for a covered servicemember in the first instance. The designation notice must be in writing and,



generally, must be given within five business days of the determination. An employer also must notify the employee of the number of hours, days, or weeks that will be counted against the employee's FMLA entitlement. Employers may use the optional forms WH-381 and WH-382 prepared by the U.S. Department of Labor to meet these notification requirements.

**CERTIFICATION REQUIREMENTS**

Employers may require that an employee's request for military family leave be supported by an appropriate certification. An employer may require that:

- leave for a qualifying exigency be supported by a copy of the covered military member's active duty orders and certification providing the appropriate facts related to the particular qualifying exigency for which leave is sought, including contact information if the leave involves meeting with a third party;
- leave to care for a covered servicemember with a serious injury or illness be supported by a certification completed by an authorized health care provider or by a copy of an Invitational Travel Order (ITO) or Invitational Travel Authorization (ITA) issued to any member of the covered servicemember's family.

Second and third opinions and recertification are not permitted for certification of a covered servicemember's serious injury or illness or of a qualifying exigency. An employer may use a health care provider, a human resource professional, a leave administrator, or a management official – but not the employee's direct supervisor – to authenticate or clarify a medical certification of a serious injury or illness, or an ITO or ITA. Additionally, an employer may contact the individual or entity named in a certification of leave for a qualifying exigency for purposes of verifying the existence and nature of the meeting. Employers may use the optional forms WH-384 and WH-385 prepared by the U.S. Department of Labor for obtaining certifications for qualifying exigencies and military caregiver leave, respectively.

**UNLAWFUL ACTS**

It is unlawful for any employer to interfere with, restrain, or deny the exercise of any right provided by the FMLA. It is also unlawful for an employer to discharge or discriminate against any individual for opposing any practice, or because of involvement in any proceeding, related to the FMLA.

**ENFORCEMENT**

The Wage and Hour Division investigates complaints. If violations cannot be satisfactorily resolved, the U.S. Department of Labor may bring action in court to compel compliance. Individuals may also be able to bring a private civil action against an employer for violations.

**For additional information, visit our Wage and Hour Division Website: <http://www.wagehour.dol.gov> and/or call our toll-free information and helpline, available 8 a.m. to 5 p.m. in your time zone, 1-866-4-USWAGE (1-866-487-9243).**

This publication is for general information and is not to be considered in the same light as official statements of position contained in the regulations.

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