



**COLLECTIVE BARGAINING AGREEMENT  
BETWEEN**

**ANTELOPE VALLEY COMMUNITY  
COLLEGE DISTRICT**

**AND**

**ANTELOPE VALLEY COLLEGE  
FEDERATION OF TEACHERS**

**JULY 10, 2023 - JUNE 30, 2025**

(Ratified by AVCFT July 13, 2023, Approved by Board of Trustees July 10, 2023)

ANTELOPE VALLEY COMMUNITY COLLEGE DISTRICT  
3041 WEST AVENUE K  
LANCASTER, CA 93536

Rev 8/15/2023

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- [\(Administration/Human Resources/Collective Bargaining Agreements\)](#)

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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 by and between the Governing Board of the Antelope Valley Community College District (“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, 2025 and from day to day thereafter until such time that the parties reach agreement on a successor agreement.

**ARTICLE I**

**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.

The following positions are excluded from representation pursuant to this agreement:

- (a) All administrative, classified, and classified confidential/ management/ supervisory positions; and
- (b) Independent business industry instructors teaching Extended Learning courses who are not under a District adjunct or faculty contract.

2.0 Any modification in composition of the unit member during the term of the Agreement shall be subject to the rules and regulations of the Public Employment Relations Board.

3.0 Administrative, 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 administrative, classified or classified confidential/management/supervisory employees for adjunct teaching positions, only to allow them the opportunity to apply for such positions.

ARTICLE II

**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- Except as defined in Article VII, Section 2.4 for discipline issues and in Article XIV Section 2.3 for grievance processing, “Days” Shall mean any day on which the central administrative office of the District is open for business, excluding Saturdays. (A partial day, Monday – Friday, shall be considered a full day for purposes of this definition.)
- 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, domestic partner (as defined in California Family Code 297) and children (as defined by Government Code Section 12945.2(b)(1)), siblings, parents, grandparents or grandchildren of the unit member or the spouse of the unit member, and the step-parents, step-siblings, 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 under a legal decree or notarized document for the purpose of standing in loco parentis.
- 1.6 Regular Employee - Refers to an employee of the District who is employed in accordance with the provisions of subsection (c) of section 87608 or section 87608.5 of the Education Code.
- 1.7 Contract Employee/ Tenure Candidate (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, subdivision (b) of section 87608 or 87608.5(b) and section 87609.
- 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-seven (67) 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 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. All grievances are to be presented and processed in accordance with Article XIV of the CBA.
- 1.11 LHE - Lecture Hour Equivalent (see ARTICLE X)

**ARTICLE III**

**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 national origin, immigration status, religion, age, sex, gender, gender identity, gender expression, race, or ethnicity, color, medical condition, genetic information, ancestry, sexual orientation, marital status, physical or mental disability, pregnancy, Military or Veteran status, or because he or she is perceived to have one or more of the foregoing characteristics, or based on association with a person or group with one or more of these actual or perceived characteristics, 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 IV**

**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 from the unit member's supervisor 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 the unit member's property, or the person or property of a member of the immediate family. See Article III for definition of "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 or public health emergency, 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), or a public health emergency as declared by municipal, county, state, or Federal agency, which renders 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 the unit member's attention during assigned hours of service. Such events include all circumstances or events that the unit member cannot reasonably be expected to disregard. For purposes of this section, "immediate family" is as defined in Article III.

3.2.2 Examples of personal necessity leave:

- (a) Immediate 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 3.18 on “Work and Family Participation” in this article).
- (g) Religious observances, rites, or ceremonies of the unit member’s faith.

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 faculty unit members equals 1.2 hours x number of hours work per week. Such days shall be charged against the unit member's regular accrued sick leave balance.

3.2.4 A Notice of Absence/Leave Request 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 verification of absences, 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. If not used, the day shall not be carried over or accumulated.

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 Sick Leave for Regular and Contract Unit Members

(a) Every regular or contract unit member shall be entitled to leave of absence for illness, injury, or quarantine. 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.

(b) Regular and contract unit members shall accrue sick leave at the rates set forth in 3.3.1(b)(1) through 3.3.1(b)(4) herein below. The full academic year allotment of sick leave shall be credited at the beginning of the academic year for regular and contract 10-month unit members, and at the beginning of the fiscal year (July 1) for 11- and 12-month regular and contract unit members, and may be used at any time during the regular academic year (10-month unit members) or fiscal year (11-month or 12-month unit member). Should the unit member leave District employment prior to the end of the academic year and the sick leave expended for that year is greater than the amount accrued for that year, the District shall apply a corresponding reduction in pay for that faculty member in that year. The accrual rates are as follows:

- (1) A full-time ten-month unit member shall accrue sick leave at a rate of ten (10) days per 100% assignment per academic year, accrued at a uniform rate per payroll period;
- (2) A full-time eleven-month unit member shall accrue sick leave at a rate of eleven (11) days per 100% per academic year, accrued at a uniform rate per payroll period.

- (3) A full-time twelve-month unit member shall accrue sick leave at a rate of twelve (12) days per 100% assignment per academic year, accrued at a uniform rate per payroll period.
- (4) A regular or contract unit member with less than a 100% assignment/load shall accrue sick leave on a prorated basis (in accordance with Education Code section 87781(a)(2)) of Section 3.3.1(b)(1), 3.3.1(b)(2), or 3.3.1(b)(3) depending on whether they are 10-, 11-, or 12-month employees, accrued at a uniform rate per pay period.
- (c) The sick leave set forth in 3.3.1(b) shall be maintained in the regular or contract unit member's regular sick leave bank and shall only be used by the unit member when absent from the unit member's regular assignment due to illness, injury, or personal necessity. Unused regular sick leave credit shall accumulate from one academic or fiscal year to the next in this bank. There shall be no monetary compensation for unused sick leave at the time of the unit member's separation from employment with the District. However, if transferring to another California District, the unit member may be entitled to transfer unused regular sick leave credit. (See Section 3.3.7 Transfer of Sick Leave). Moreover, if the unit member is retiring, the balance of unused regular sick leave credit may be reported to STRS at the time of retirement.
- (d) A full-time unit member who also has an overload or intersession assignment is considered to be an adjunct faculty member when working in such capacity and is considered two (2) different persons as concerns the provision of Education Code 87781. Full-time regular and contract unit members shall accrue separate sick leave when working an overload assignment during the fall and/or spring semester or when working a non-primary assignment. Such sick leave shall be accrued at the same rate as for adjunct faculty who work during fall or spring semesters or during non-primary. (See 3.3.3(b).) Leave earned during both overload and non-primary assignments shall be maintained in a separate overload/intersession leave bank. Leave credit accumulated in the overload/intersession leave bank shall only be used by the unit member when absent due to illness, injury, or personal necessity during a unit member's overload or non-primary assignments (i.e. it cannot be used for an absence from regular fall/spring assignment.) Unused overload sick leave credit shall accumulate from one academic year to the next in the unit member's overload/intersession sick leave bank. There shall be no monetary compensation for unused overload/intersession sick leave at the time of the unit member's separation from employment with the District.

### 3.3.2 Deduction of Sick Leave for Regular and Contract 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. For part-time regular or contract unit members working less than 30-hours per week, divide the total assigned hours per week by five (5) to obtain the number of hours per day.
- (b) When regular and contract unit members report they missed work in their regular load assignment due to illness, injury or personal necessity that is to be deducted from their regular sick leave bank balance, the dates and number of hours or days missed are to be noted on the designated leave form and in Banner.
- (c) ENTIRE WEEK

If the regular or contract unit member misses an entire week of scheduled regular load, including unit members whose load is scheduled on less than five (5) days per week, the unit member writes/records the days missed and “one week” on the designated leave form and in Banner. The equivalent of one week of sick leave, 30, 35, or total part-time week hours respectively, shall be deducted from the unit member’s regular sick leave bank.

(d) ENTIRE DAY

If the regular or contract unit member misses the entire day of scheduled regular workload, the unit member writes/records the date and “one day” on the designated leave form and in Banner. Six (6), seven (7), or total part-time day hours shall be deducted from the unit member’s regular sick leave bank.

(e) PARTIAL DAY - 30-hour per week faculty and less than 30-hour per week faculty

If the regular or contract unit member misses only part of a day of scheduled regular load, the unit member shall write/record 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 designated leave form and in Banner. The number of hours deducted from the unit member’s regular sick leave bank shall be proportionate to that day’s scheduled load. For example, 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 regular or contract unit member misses only part of a day of scheduled regular load, the unit member shall write the date and the hours missed on the designated leave form. (E.g., March 9, 2-4 p.m. or April 20, 2-3:30 p.m.) That number of hours is deducted from the unit member’s regular sick leave bank.

(g) ABSENCE FROM OVERLOAD OR SUMMER/WINTER INTERSESSION ASSIGNMENT- For purposes of this agreement, a primary semester is Fall or Spring only. A non-primary term includes, but is not limited to, winter intersession and/or summer terms.

If the regular or contract unit member misses all or part of an overload assignment (an overload assignment shall be those classes designated as overload by the District on the unit member’s assignment sheet each semester) or non-primary assignment, the unit member shall write/record “overload” or “intersession” and the date and hours missed on the designated leave form and in Banner. The number of hours missed in the overload/intersession assignment shall be the number of hours deducted from the unit member’s overload/intersession leave bank.

(h) Regular or contract faculty members absent from duties on account of sick leave, personal necessity, or bereavement leave must document such leaves in Banner and on the appropriate leave form regardless of whether the duty was covered by a substitute or canceled.

(i) This process represents the administrative procedure for deducting sick leave for regular and contract faculty. Should adjustments be required for any reason, the District will meet and discuss with the bargaining agent prior to implementing changes.

- (j) Changes in numerical amount deducted from sick leave will be subject to negotiation.

3.3.3 Sick Leave for Adjunct Faculty

- (a) An adjunct faculty unit member (which for purposes of this section includes regular or contract faculty while they are engaged in an overload, non-primary assignment) shall be entitled to leave of absence for illness, injury, or quarantine. These days are exclusive of all the 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.
- (b) When teaching a full fall semester or full spring semester course, an adjunct faculty unit member shall accrue sick leave at a rate of two hours for every assigned hour of instruction, accrued at a uniform rate per pay period. (Example: one 3-hour lecture or one 3-hour lab class per week equals 6 hours of sick leave for the semester; one 5-hour lecture/lab class per week equals 10 hours of sick leave for the semester; two 3-hour lecture classes per week equals 12 hours of sick leave for the semester.) When teaching a non-primary assignment term, or a less-than-full fall or spring semester class, an adjunct faculty unit member shall accrue sick leave at the same rate as if the course were being taught for a full semester. (In other words, the adjunct faculty unit member shall accrue no more sick leave than the unit member would have had the class been taught for a full semester instead of during a compressed period of time such as intersession or shortened semester where classes may meet more often per week than they would during a full semester.) The accrued leave shall be maintained in an adjunct leave bank. Should the adjunct unit member leave District employment prior to the end of the academic year or not be assigned for the entire academic year, and the sick leave expended for that academic year is greater than the amount accrued for that academic year, the District shall apply a corresponding reduction in pay for that faculty member in that year.
- (c) When adjunct faculty 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 designated leave form and in Banner. The number of hours missed shall be the number of hours deducted.
- (d) When an adjunct faculty member is absent due to illness, injury, or personal necessity during the fall or spring semester, or during non-primary, the unit member shall use leave accumulated in the unit member's adjunct faculty leave bank irrespective of whether the leave was earned in the spring or fall semester, or during a winter/summer intersession. Unused sick leave credit shall accumulate from one academic year to the next in the adjunct unit member's adjunct sick leave bank. There shall be no monetary compensation for unused adjunct sick leave at the time of the unit member's separation from employment with the District. However, if transferring to another California District, the unit member may be entitled to transfer unused regular sick leave credit. (See Section 3.3.7 Transfer of Sick Leave). Moreover, if the unit member is retiring, the balance of unused regular sick leave credit shall be reported to STRS at the time of retirement.

3.3.4 Payment for days of sick leave is to be made only during any semester in which the person is performing services for the District.

3.3.5 Unit members are responsible for notifying their immediate supervisor as soon as possible when absent due to accident, illness or quarantine. The immediate supervisor shall be responsible for having reasonable assurance that absence is actually caused by the illness of the unit member before allowing sick leave with pay. If there is doubt that the unit member is able to perform the essential functions of the unit member's position with or without reasonable accommodation, the Office of Human Resources and Employee Relations or designee may require a doctor's statement to help make such determination.

3.3.6 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 the unit member may be entitled to transfer, in compliance with Education Code section 87783.

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

A unit member who qualifies for sick leave under this section of the collective bargaining agreement is entitled to use the unit member's available sick leave to care for a family member or take a family member for preventive care. 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. "Family member" shall be defined as the unit member's parent, parent-in-law, spouse, registered domestic partner, child, grandparent, grandchild, and sibling.

- (a) "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 regardless of the child's age.
- (b) "Parent" means a biological, foster, or adoptive parent, a stepparent, or a legal guardian.
- (c) "Registered Domestic Partner" shall be defined as partnerships established according to California Family Code 297.

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, the unit member shall receive fifty (50%) of the unit member's salary, 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 the unit member has exhausted all of the unit member available sick leave and other paid time off. Nothing herein shall change the purposes for which paid leaves may be used or require exhaustion of extended illness leave when the catastrophic leave is requested to care for a family member.

- 3.5.2 Within the first month of Fall semester the Federation will make a request for donations to all unit members. Unit members deciding to contribute to the catastrophic leave bank will complete a form (see Appendix). There is no limit to the number of days, or hours, full-time faculty, or adjunct faculty, may contribute to the catastrophic bank leave, respecting 3.5.3 and 3.5.4 in this Article. There is no cap on the number of days / hours that can be accumulated in the catastrophic leave bank. Members can also make donations to the bank upon leaving AVC by completing the catastrophic leave bank form.
- 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 one (1) day and four (4) hours for adjunct (overload) unit members.
- 3.5.5 A Catastrophic Leave bank committee will be composed of the Vice President of Human Resources and Employee Relations or designee and two appointee(s) of the Federation, one of which may be an Adjunct. 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. Only tenured unit members who have contributed to the bank may apply for Catastrophic Leave. Non-tenured members may also apply, but are not required to have contributed to 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 them incapable of performing the essential functions of the unit member's position and indicating the probable duration of the illness or injury, and if the request is for a family member's illness, that the unit member is needed to render care to the family member and is in fact providing care.
- 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. However, if the faculty member is teaching overload when they go on leave, the catastrophic leave bank will cover the overload pay in addition to the base pay. 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. A maximum of 12 months may be approved at one time.
- 3.5.7 By July 15<sup>th</sup> of each year, 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 Pregnancy Disability Leave
- 3.6.1 The Board will grant faculty members a leave of absence because of disability caused by pregnancy, miscarriage, childbirth, and/or related medical conditions as prescribed in Education Code Section 87766 and other provisions of law as are in effect now or are hereafter amended. The use of this leave shall be treated as sick leave. Leave for these

reasons shall be treated the same as leave for other temporary disabilities, and unit members shall be entitled to use available leaves.

3.7 Family and Medical Care Leave

3.7.1 Pursuant to the federal Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA), eligible unit members shall be entitled to unpaid leave for the following reasons:

- (a) An employee's own serious health condition (FMLA/CFRA);
- (b) To care for an employee's child, parent, spouse (FMLA/CFRA), parent-in-law, grandparent, grandchild, sibling, registered domestic partner, or designated person (CFRA only) who has a serious health condition;
  - (i) Employee is limited to one designated person per twelve (12) month period;
- (c) For the birth of the employee's child or placement of a child with the employee for adoption or foster care (FMLA/CFRA);
- (d) To care for a parent, spouse, child, or next of kin (as defined in FMLA) who is a covered service member injured in the line of active duty military service (26 workweeks of leave); and
- (e) For a qualifying exigency arising from the call to active duty and deployment of the unit member's parent, spouse, child (FMLA/CFRA), or domestic partner (CFRA only).

In order to be eligible for FMLA/CFRA leave, a unit member shall (1) have been employed for a minimum of twelve (12) months (which need not be consecutive), and (2) have actually worked 1,250 hours in the twelve (12) months immediately prior to commencing the leave. Full-time instructors are presumed to have worked 1,250 unless the District proves otherwise.

3.7.2 Where the leave is for any reason other than child-bonding, it may be taken in one or more periods as medically necessary, but is limited to twelve (12) workweeks in any twelve (12) month period commencing on the date leave is taken and counting backwards from that date. Child-bonding leave must be taken in periods of at least two (2) weeks' duration, except on two (2) occasions where it may be for shorter periods. Notice shall be given at least 30 days prior to use of this leave for the birth of a child or placement for adoption or foster care, planned medical treatment, or other foreseeable circumstances. If the need for leave is unforeseeable, notice shall be provided as appropriate to the circumstances involved.

3.7.3 Unpaid family leave shall run concurrently with available paid leaves. While on family and medical care leave, unit members may use any accumulated paid leaves they would otherwise be eligible to use.

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 Unit members may not retroactively seek to have an absence designated as family leave unless the unit member or designated representative was incapable of invoking it during the absence.
- 3.7.6 While on Family and Medical Care Leave, a unit member's benefits shall be maintained under the same terms and conditions as if the unit member were working, including District and employee contributions. Arrangements shall be made with the Office of Human Resources & Employee Relations for the employee to pay the unit member's 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 Paid Child-Bonding/Parental Leave

- 3.8.1 As provided by Education Code section 87780.1, unit members shall be entitled to parental leave as set forth in this section. For purposes of this section, "parental leave" shall be defined as leave for reason of the birth of the unit member's child, or the placement of a child with the unit member for adoption or foster care within twelve (12) months of the birth or placement.
- 3.8.2 Unit members shall be entitled to use all current and accumulated regular banked sick leave for parental leave, for a period of up to twelve (12) workweeks.
- 3.8.3 When a unit member has exhausted all current and accumulated sick leave and continues to be absent on account of parental (child-bonding) leave under the California Family Rights Act (CFRA; Government Code section 12945.2), the unit member shall be entitled to 50% pay for any of the remaining twelve (12) workweeks period. Such 50% pay shall not count against the five months of 50% pay set forth in Section 3.4 (Extended Sick Leave) of this Article. In order to use 50% pay, the unit member must be eligible for leave under the CFRA, except that the unit member is not required to have worked 1,250 hours in the twelve (12) months immediately preceding the leave.
- 3.8.4 Any leave taken under this section shall count against any entitlement to child-bonding leave taken under Section 3.7 (Family and Medical Leave) of this Article and the CFRA, and the aggregate amount of leave taken under this Section and the CFRA shall not exceed twelve (12) workweeks in any twelve (12) month period.
- 3.8.5 A unit member shall not be entitled to more than one (1) twelve (12) workweek period for parental leave in any twelve (12) month period.
- 3.8.6 Leave under this section shall be in addition to any leave taken for pregnancy or childbirth-related disability.
- 3.8.7 A unit member shall give at least thirty (30) calendar days' notice of the birth of a child and intent to take parental leave under this section, except in circumstances where the need for parental leave is unforeseeable, in which case notice shall be provided as soon as possible. Leave shall be taken in increments of at least two (2) weeks' duration except on two (2) occasions. Leave under this section must be completed within twelve (12) months of the birth of the child or placement for adoption or foster care.
- 3.8.8 A unit member returning from paid parental leave shall have the same reinstatement rights as under the Family Care and Medical Leave Act.



3.9 Bereavement Leave

- 3.9.1 Every unit member of the District is entitled to a leave of absence not to exceed five (5) days because of the death of any member’s immediate family. For purposes of this Section, member of the immediately family is the same as defined in Article III. The unit member shall not be denied leave. If requested, to confirm the need for leave the Office of Human Resources and Employee Relations may request appropriate documentation (such as a death certificate; a published obituary; or verification of death, burial, or memorial services from a funeral home).
- 3.9.2 At the unit member’s request, bereavement leave may additionally be extended under the personal necessity leave provisions at Section 3.2 of this Article if a personal necessity leave balance exists in accordance with Section 3.2.3 of this Article.

3.10 Worker's Compensation

- 3.10.1 The provisions of the Labor Code related to Worker's Compensation are applicable to all unit members of Antelope Valley Community College District.
- 3.10.2 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.
- 3.10.3 The District may require job-related physical examinations for unit members at the District's expense.

3.11 Industrial Accident or Illness

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

- 3.11.1 Allowable leave with full salary continuance is sixty (60) work days per illness or injury 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.
- 3.11.2 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.
- 3.11.3 Industrial accident or illness leave shall commence on the first day of absence.
- 3.11.4 Industrial accident or illness leave shall be reduced by one (1) day for each day of authorized absence regardless of temporary disability payments.
- 3.11.5 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.
- 3.11.6 Allowable leave shall not be accumulated from year-to-year.

3.12 Compensation (Industrial Accident/Illness Leave

- 3.12.1 During the allowable 60-day industrial accident/illness leave, the unit member shall be paid 2/3 of the unit member's 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.
- 3.12.2 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 such regular salary warrants minus deductions for retirement and other deductions authorized by the unit member.
- 3.12.3 Upon termination of the industrial accident/illness leave, the unit member shall be entitled to the benefits provided in Education Code Sections 87781 and 87786. (See Article V, Sections 3.3 (Sick Leave) and 3.4 (Extended Sick Leave).) For the purpose of this section, the unit member's 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, the unit member may elect to take as much of the unit member's accumulated sick leave which, when added to the unit member's temporary disability indemnity, will result in a payment to the unit member of not more than the unit member's full salary.

Upon exhaustion of the unit member's sick leave, the unit member 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.

3.13 Jury Duty

- 3.13.1 The Board shall grant leaves of absence to unit members called for jury duty.
- 3.13.2 Remuneration shall consist of the difference between the unit member's regular salary and any amount the unit member receives for jury duty. The unit member shall be permitted to retain a mileage allowance as established by Board policy.
- 3.13.3 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.

3.14 Judicial and Official Appearance Leave

- 3.14.1 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.

3.15 Professional Leave

3.15.1 Attendance at Conventions and Meetings of Organizations

- (a) 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.

- (b) 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.

13.15.2 Attendance At 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 the unit member's 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 ensure 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.

3.15.3 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 the unit member 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 number of days absent from assigned on-campus duties, which can be modified as necessary which is subject to Board approval pursuant to 3.14.4
- (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.

- 3.15.4 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. Requests to modify leaves approved pursuant to 3.14.3 shall be approved by the Board. 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 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.
- 3.15.5 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.

3.16 Military Leave

- 3.16.1 The Board shall grant a military leave of absence to any contract or regular unit member ordered to active duty.
- 3.16.2 A unit member on leave for thirty (30) days or less shall receive rights and benefits, including salary, as though the unit member had remained in the employment of the District.
- 3.16.3 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 the unit member's salary for the first thirty (30) calendar days of active duty.
- 3.16.4 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.
- 3.16.5 Within six (6) months following honorable discharge, the unit member shall be entitled to return to the position held at the time of entrance into service at a salary to which the unit member would have been entitled had the unit member remained with the District.

3.17 Sabbatical Leave

3.17.1 Purpose

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

3.17.2 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.

3.17.3 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.

3.17.4 Number of Leaves

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

3.17.5 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

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

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

OR

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

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

OR

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

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

3.17.6 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.

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

3.17.8 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.

3.17.9 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.

3.17.10 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.

3.17.11 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.

3.17.12 Applications

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

3.17.13 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.

3.17.14 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.

- 3.17.15 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 goal
  - (h) Contribution to professional growth.
- 3.17.16 The committee shall not use the amount of potential service time remaining after the required bonded period as a criterion for granting a proposal.
- 3.17.17 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.

3.17.18 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.

3.17.19 Grievability: No grievance may be filed in regard to any decision of the Committee other than for alleged procedural violation.

3.18 Overload Banked Leave: *See Appendix E for forms.* Any contract or regular unit member is eligible to participate in this program.

3.18.1 Banking Procedure

- (a) Any eligible unit member may bank all or part of the LHE, up to four (4) LHEs, from an overload, summer school, or intersession assignment in lieu of receiving compensation.
- (b) Two weeks prior to the beginning of a primary semester, or other non-primary term, the unit member must provide appropriate written notice of the amount of LHE to be banked to the Vice President of Academic Affairs or designee. Banked leave LHE will be kept track of by the Office of Business Services.

3.18.2 Use of Banked Leave *See Appendix E for forms.*

- (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.

3.18.3 Approval Process *See Appendix E for forms*

- (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 provision 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.

3.18.4 The Vice President of Academic Affairs or the Vice President of Student Services may withdraw approval for a banked leave no less than 45 calendar days prior to the beginning of the leave if the planned replacement is not available.

3.18.5 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.

3.18.6 Limitations

- (a) The amount of banked leave accumulated may not exceed 18 LHE.
- (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.

3.18.7 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.)

3.19 Work and Family Participation

Pursuant to Labor Code section 230.8, unit members are entitled to use up to forty hours per year (not to exceed eight hours in any calendar month) of accrued leave (as defined below) for the following child-related activities:

- (1) To find, enroll, or reenroll the unit member’s child in a school or with a licensed child care provider, or participate in activities of the school or licensed child care provider or the unit member’s child. The unit member must, prior to taking the time off, give reasonable notice to the District of the planned absence.
- (2) To address a child care provider or school emergency as defined in Labor Code section 230.8. The unit member must give notice to the District as close in time as possible to the emergency.

Leave for this purpose shall be taken in accordance with Labor Code 230.8. In lieu of the leave being taken on an unpaid basis, the unit member may, to the extent available, substitute accrued vacation, personal leave, personal necessity leave, or compensatory time for any portion of the unpaid leave. Hours will be deducted in accordance with the provisions for those leaves.

The District shall be entitled to request the unit member provide documentation from the school or licensed child care provider as proof that the unit member engaged in the child-related activities authorized under this section.

ARTICLE V

4.0 Non-Compensated Leaves

4.1 General Provisions

- 4.1.1 A personal leave of absence 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 the unit member would have been entitled had the unit member remained with the District.

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

**1.0 Retirement**

**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 fulltime 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 material to be placed in the file must be based on documented events, and 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 their 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 their 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 Section 87031:
  - (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 their 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 their 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 may be held 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 their 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, no further action will be taken and a summary of the resolution may be placed in the unit member's personnel file.
- (g) If the problem is not resolved to the satisfaction of all parties, a copy of the complaint may be placed in the personnel file of the unit member in compliance with the provisions of Article VII.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. A copy of the complaint may be placed in the personnel file of the unit member in compliance with the provisions of Article VII.1.3.

#### 2.4 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 or designee having jurisdiction. The Vice President or designee 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 or designee within five (5) working days following receipt of the appeal.
- (b) Within three (3) working days following receipt of the Vice President's or designee'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.

#### 2.5 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 §87734.
- (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 87734.
- (f) Progressive discipline procedures will not be initiated during the processing of an appeal.
- (g) Evidence from District-installed security cameras may be used to corroborate discipline charges against a unit member.

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.

ARTICLE VII

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.
- 8.3 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 physically 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, to the Antelope Valley College Behavioral Intervention Team, and to the Office of Student Services. If a unit member is physically attacked by a student, the Office of Student Services shall collaborate with the unit member prior to determining the appropriate action with respect to the student's access to the unit member on campus. The Office of Student Services shall communicate the decision to the student.

10.0 Meetings

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

11.0 Tutoring

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

12.0 Release from Contract

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

13.0 Office/Work Space

The District shall provide office space to each full-time faculty member and access to a computer with internet/e-mail access, a printer, and a telephone. The District shall make workspace available to adjunct faculty and provide access to a computer with internet/e-mail access, a printer, and a telephone.

14.0 Deductions from Salary

Upon appropriate written authorization from the faculty member, the District shall deduct from the salary of any unit member and make appropriate remittance for annuities, credit union, charitable donations or any other plans or programs approved by the District, including 403(b) and 457 plans.

15.0 Grades

Deadlines for grade submissions are generally not found in contracts.

**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, based on relevant information identified by the evaluator. 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), peer input (see 2.4), and self evaluations (see 2.6), and all faculty will be evaluated using all criteria for evaluating faculty (see 2.5). 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 30 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 30 minutes.

The number of observations will be based upon the category of faculty member being observed:

**Contract (Probationary) faculty** - Each course or section that is taught must be observed at least once during each semester, and each team member must perform at least one observation. (See 2.2.3)

**Regular (Tenured) faculty** - At least a total of three course or section observations must be completed. The courses/sections will be agreed upon by the evaluatee and evaluation team members with the goal of observing a variety of instructional settings, and each team member must perform at least one observation.

**Adjunct (Part-time Temporary) pre-seniority list** – Adjunct faculty who have chosen to work towards inclusion on the Priority of Assignment list (POA or seniority list of adjunct X.14.0) - each section taught must be observed. Adjunct who have chosen to opt out of the POA list - one section must be observed.

**Adjunct (Part-time Temporary) on the POA** - At least one observation of one section must be made.

- 2.1.4 Certificated, Directors, Deans, and Vice Presidents that represent academic departments and student services departments shall evaluate faculty as set forth in this article. Classified employees in the positions of Confidential, Management or Supervisory Directors may not act as educational administrators for the purpose of evaluating pursuant to this article.
- 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.
- 2.1.8 At the end of each evaluation process, the completed "Faculty Evaluation Report" or "Summary Memo" (dependent upon semester) will be maintained as part of the personnel records in the Office of Human Resources. All other documentation from the evaluation packet will be returned to the evaluatee.

## 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 as a 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 their 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, or a person agreed to by the evaluatee and the committee, will explain the purpose and value of evaluations using the standardized instructions (reviewed and agreed-upon by AVCFT and AVCCD) provided in the student survey packet. Surveys will be collected by the person giving the evaluations and will be placed back in the student survey packet and returned to Academic Affairs as directed in the memo attached to each set of surveys. After the surveys have been processed, the results will be returned to the evaluatee and division dean by email and the division dean will forward the results to the evaluation chair in a timely manner. The original student surveys will be returned to the evaluatee. Results will be utilized by the evaluation chair or tenure review team chair for use in the required reports.

Students who do not wish to have their handwriting included in the results given to the faculty member being evaluated may opt to have their written comments typed. The evaluatee will receive the typed comments on AVC letterhead. The original student survey forms for these students will be returned to the evaluatee after the semester has ended.

For non-classroom faculty, Class Climate Surveys will also be provided for the evaluation, but the committee, in consultation with the evaluatee, will determine how the student evaluations will be administered.

- (f) 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 Peer Input

- 2.4.1 Faculty members work closely with peers, especially those in their department or division. Evaluation of the faculty member's respect for colleagues and the teaching profession must be obtained during contract faculty evaluations.
- 2.4.2 Input will be through a standardized Peer Input Form (see Appendix).
- 2.4.3 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.
- 2.4.4 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.

## 2.5 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:

- 2.5.1 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.
  - (e) Course syllabi and course content accurately reflect the content of the Course Outline of Record (COR).
- 2.5.2 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.



- 2.5.3 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.
- 2.5.4 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.

## 2.6 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) Discuss some notable aspects of your job performance in classroom teaching, counseling, librarianship, or other specialized job duties. Below are areas you should address, if applicable:
  - Currency and depth of knowledge in teaching field or job duties (Article VIII, 2.5.1.a)
  - Use of teaching methods and materials challenging to the students and appropriate to the subject matter or service area (Article VIII, 2.5.1.b)
  - Careful attention to effective organization and communication skills (Article VIII, 2.5.2.c)
  - 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 (Article VIII, 2.5.2.d)
  - Class activities, assignments, projects, and exams
  - Use of technology

- Course or program revisions
  - Encouraging critical thinking
  - Teaching philosophy and methodology
- (c) In terms of classroom instruction, reflect on what you have learned about student learning needs and your own teaching from the assessment of SLOs and other data. What have you or will you implement as a result of your reflection? (For faculty who are not in the classroom, interpret this question as it relates to your assignment.)
- (d) Summarize and respond to current student evaluations and peer input. Describe ways in which you encourage communication between yourself and your students. Below are some areas you should address:
- Patience, fairness, and promptness in the evaluation and discussion of student work (Article VIII, 2.5.2.a)
  - Sensitivity and responsiveness to the needs of individual students and their special circumstances (Article VIII, 2.5.2.b)
  - Sensitivity to diversity (Article VIII, 2.5.2.c)
  - Availability to students during scheduled office hours/scheduled appointments (Article VIII, 2.5.2.d) – only applies to adjunct faculty to the extent that they are compensated for office hours/scheduled appointments
  - Suggestions from students for improvement
  - Changes you plan to implement based on the student evaluations
- (e) In what ways do you fulfill your responsibilities to the college other than your primary job duties? Below are some areas you should address:
- Required for full-time faculty only and optional for part-time faculty: your obligation to commit 1-5 hours for district / community service and shared governance per week (see Article X. 3.0)
  - Acknowledging and defending free inquiry in the exchange of criticism and ideas (Article VIII, 2.5.3.a)
  - Striving to be objective in their professional judgment of colleagues (Article VIII, 2.5.3.b)
  - Demonstrating tolerance for diverse perspectives (Article VIII, 2.5.3.c)
  - Working in the spirit of cooperation to develop and maintain a collegial atmosphere among faculty and staff (Article VIII, 2.5.3.d)
  - Participating in and fulfilling governance/service responsibilities such as attending division meetings, curriculum revision, and committee work (Article VIII, 2.5.3.e) including shared governance committees, standing committees, Ad hoc committees, or

task forces – only applies to adjunct faculty to the extent that they are compensated for office hours/scheduled appointments

- College planning activities
  - Organizing special events, student activities, or advising student clubs
- (f) 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. Below are some areas you should address:
- Participation in professional activities such as coursework, attendance at workshops, seminars, professional meetings, and development of new curricula (Article VIII, 2.5.4.a)
  - Other appropriate activities (Article VIII, 2.5.4.b), which may include:
    - Faculty Professional Development presentations / activities
    - Conferences / continuing education
    - Scholarly research or presentations given
- (g) Summarize and respond to peer input.
- (h) Describe how your job performance can be improved.
- (i) Describe any barriers that might be obstructing the achievement of objectives.
- (j) Analyze assistance that others can provide in improving your performance.
- (k) Any other information you consider relevant to the evaluation of your job performance, including any portions of Article VIII, 2.5 not already addressed.

### 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 any member of 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. Each of the three evaluation team members must perform at least one observation.

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, 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 2.5].

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. After evaluation teams and participants are identified a chair is determined. 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. The evaluatee furnishes the evaluator with written materials appropriate for evaluation. 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) and peer input, if appropriate (see 2.4) are completed. The evaluatee summarizes student evaluations and peer input and writes and submits a self-evaluation (see 2.6).

##### 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 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. All other copies of the report shall be kept confidential.

### 3.2 Tenured Self-Evaluation

Under this option, the evaluatee follows the general guidelines for a self-evaluation (see 2.6), but describes and analyzes each area extensively. Peer input is obtained if required. 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 peer input if obtained (see 2.4). The peer, supervisor and evaluatee sign the report and the supervisor submits it, the student evaluations and the 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 kept confidential. 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) and peer input is obtained if required (see 2.4) and the evaluatee summarizes them and writes a self-evaluation (see 2.6) 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 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 kept confidential. 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

- (a) 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.
- (b) The Tenure Review Coordinator will:
  - (1) Coordinate, in conjunction with academic senate, selection of tenured faculty to participate on the tenure review committees.
  - (2) Oversee that tenure review committees are organized for contract faculty according to this policy.
  - (3) 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.
  - (4) Coordinate and conduct the mandatory initial orientation of the evaluation and tenure process for the contract faculty. The orientation must explain the grievance procedures.
  - (5) Be a resource person to tenure review committees to ensure that they function according to this article.
  - (6) Monitor the timelines of the tenure review process.
  - (7) Coordinate all issues that affect the operation of the tenure review committees.
  - (8) 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 tenure committee 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, 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 2.5].
- 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; 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 kept confidential.

#### 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) 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.
- (b) 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:

- (a) Evidence of a minimum of one full year of active and outstanding participation in a non-profit organization appropriate to evaluatee's discipline.
- (b) Evidence of active participation in campus activities related to a diversified population.
- (c) Evidence of active participation in national, state, or local professional organizations. Presentation at workshops and seminars.
- (d) Evidence of successful grant writing, with the intent to introduce new opportunities for the college.
- (e) 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:

- (a) Evidence of (innovative) outstanding teaching strategies or support service activities that facilitated a steady increase in student retention.
- (b) 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.
- (c) Evidence of enhanced curriculum or programs: e.g., vocational, transfer, general education, developmental education, or support services activities.
- (d) 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 are conducted as stated in the work schedule. The evaluatee summarizes the evaluations and peer input and writes the self-evaluation. The evaluatee submits the self-evaluation with the student evaluations and peer 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 Memos

- (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 are conducted as stated in the work schedule. The evaluatee summarizes the evaluations and peer input and writes the self-evaluation. The evaluatee submits the self-evaluation with the student evaluations and peer 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.
1. 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.
  2. 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.
  3. The committee and evaluatee sign the report and send it to the Tenure Review Coordinator along with all supporting documents.
  4. 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.
  5. 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.
  6. 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.
  7. The committee's final report will be forwarded to the board.
  8. The notice of continued employment, tenure, or termination and the reasons therefore is signed by the president or his/her designee and sent to the evaluatee before March 15. Notice of termination of employment shall be by registered or certified mail. Failure to give the required notice is an extension of the existing contract without change for the following academic year.

#### 4.4.4 Semester Four 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 for the activities 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 ten working days after the observations.
- (b) The committee will meet to write the fourth 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.

#### 4.4.5 Semester Five Summary Memo

- (a) If the third semester report and the fourth semester summary memo did not identify any areas as needing improvement or unsatisfactory in the overall assessment, a summary memo for the fifth semester is not required. If the overall assessment of the evaluatee in the third semester report or the fourth semester summary memo was either “needs improvement” or “unsatisfactory,” the committee must write a fifth semester summary memo. 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 for the activities 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 ten working days after the observations.
- (b) The committee will meet to write the fifth 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.

#### 4.4.6 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 are conducted as stated in the work schedule. The evaluatee summarizes the student evaluations and peer input and writes the self-evaluation. The evaluatee submits the self-evaluation with the student evaluations and peer 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.
- (c) 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.
- (e) 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.
- (f) 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.
- (g) Student evaluations are completed after the mid-point of the course. Departmental and divisional peer input are conducted as stated in the work schedule. The evaluatee summarizes the student evaluations and the peer input and writes the self-evaluation. The evaluatee submits the self-evaluation with the student evaluations and peer input to the committee.
- (h) 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.



- (i) 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.
- (j) 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.
- (k) The committee and evaluatee sign the report and send it to the Tenure Review Coordinator along with all supporting documents.
- (l) 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.
- (m) 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.
- (n) 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.
- (o) The committee's final, seventh semester report will be forwarded to the board.
- (p) 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.

#### 4.4.8 Grievance of decision to terminate employment

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

- (c) 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.
- (d) 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.
- (e) 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.

5.2 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 once 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” [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. Adjuncts may request that their evaluation be completed by the educational administrator. The educational administrator may evaluate up to one-half of the adjunct faculty due for evaluation. 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 peer input (see 2.4). 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.
- (h) All information gathered or reports generated as part of the evaluation process shall be confidential.

5.2.2 Timeline for Adjunct Faculty Evaluation:

- Weeks 1-4 Each division dean will notify adjunct faculty scheduled for evaluation of the name of her/his evaluator and provide the faculty with a copy of the evaluation process.
- Weeks 4-5 The evaluator meets with the adjunct instructor to review the evaluation process, the evaluation criteria (see 2.4) the timeline and grievance procedure. The evaluator and the evaluatee shall determine what activities

are appropriate during the evaluation. Peer input may be used following the guidelines set in this policy. The adjunct faculty member furnishes the evaluator with written materials appropriate for evaluation.

Weeks 6-10 Classroom or worksite observations take place as defined in the section on procedures. When observations occur, teaching or appropriate job duties must be taking place. The evaluator completes an observation report and holds a discussion with the adjunct instructor as soon as possible but in no case later than 10 working days after the observation. The Observation Report must specify areas that need improvement or are unsatisfactory and suggest remedies.

Weeks 6-14 If the Observation Report indicates areas that need improvement, it is recommended that a second person be added to the team. If any unsatisfactory areas are indicated, the educational administrator shall be added to the team when the evaluation is being done by a faculty member. When the evaluation is being done by the educational administrator, he/she shall add a faculty member from the division to the team. In the event that the educational administrator is unable to add a faculty member, the report may go forward from the educational administrator. The second person shall conduct at least one classroom or worksite observation as defined in the section on procedures and fill out an Observation Report. The team shall meet with the evaluatee as soon as possible but in no case later than 10 working days after the observation.

Weeks 9-14 Student evaluations (see 2.3) are completed, summarized and turned in to the evaluator(s). If appropriate, peer input is conducted (see 2.4) prior to week twelve.

If additional information from peer input or student evaluations indicates areas that need improvement or are unsatisfactory, the evaluator shall communicate these concerns by typing a memo that summarizes the problems and suggests remedies. The evaluator(s) shall hold a discussion with the evaluatee. Evaluator(s) and evaluatee shall sign the memo to acknowledge receipt.

Areas that are unsatisfactory require the addition of a second person.

The adjunct instructor submits a self-evaluation (see 2.6) that must address comments from student evaluations and, if obtained, peer input.

Weeks 15-16 The evaluator/evaluation team prepares the Adjunct Faculty Evaluation Report. The evaluator/evaluation team will make one of three recommendations: keep in the hiring pool, remove from the hiring pool, or reevaluate in less than three years. Evaluations may also indicate strengths and weaknesses in a specific discipline if the evaluatee teaches/works in more than one area. Both the evaluator/evaluation team and the evaluatee sign the report. The evaluatee's signature indicates acknowledgement of the process, not necessarily agreement with the content.

The evaluatee may append written comments to the report within 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 kept confidential. 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

- a. Salary 2022-2023: The District will provide a one-time off schedule stipend equal to 8% of base salary to all unit members employed as of May 6, 2023.
- b. Salary 2023-2024: Effective July 1, 2023, 13% will be added to all faculty salary schedules.
- c. Salary 2024-2025: Effective July 1, 2024, 4% will be added to all faculty salary schedules.

1.2 Benefits

1.2.1 Plans and Eligibility

1.2.1.1 Medical Plans – The District will offer medical plans, including an Employee Assistance Program, to all permanent full-time and part-time employees, adjunct faculty, and qualifying retirees, through a third-party administrator selected by the Benefits Committee. The medical plans offered by the third-party administrator shall include a range of high deductible and low deductible HMO and PPO options. The Federation shall select from the list of medical plans offered by the third-party administrator. Annually, a summary of each plan shall be reduced to writing and included in the Appendix of this Agreement as soon as practicable for each benefit year. Outdated benefit summaries shall be eliminated from the Appendix once replaced with an updated summary for the subsequent benefit year.

1.2.1.2 Domestic partners are eligible for benefits under the medical plans, subject to state and federal law.

1.2.1.3 Other Health & Welfare Benefits: The District shall offer additional benefits beyond the medical plans including dental, vision, and life. The District may also offer other benefits. The types of plans and coverage shall be determined through collaboration with the Benefits Committee. Adjunct faculty who meet the insurance providers' eligibility requirements shall have the ability to enroll in medical, dental, and vision. Qualified retirees are eligible for inclusion in medical, dental, vision and life insurance plans as per the insurance providers' requirements.

1.2.2 Contributions

1.2.2.1 Effective retroactive to October 1, 2022 the health and welfare benefit cap shall be \$17,500 per year through September 30, 2025.

1.2.2.2 Full-time faculty (including probationary, temporary full-time, sabbatical and load-bank leaves/leaves of absences): The District shall contribute only the actual cost of the employee's chosen plan, up to a maximum of \$17,500 per year. Should the employee select a plan that costs less than \$17,500 per year, the difference between the plan cost and the cap is not paid to the employee. If the cost of the selected plan exceeds the \$17,500 cap, the employee must bear the increased cost of such plan.

1.2.2.3 Adjunct Faculty: Adjunct faculty who meet the insurance providers' eligibility requirements may enroll in medical. They shall further enroll in dental and vision if enrolled in medical and may enroll, at their own cost, in other benefits offered by the District, excluding life insurance, for which they meet provider requirements. The adjunct faculty member is responsible for payment of all premiums except that the District will pay 50% of the premium for medical insurance (excluding dental and vision) for adjunct faculty who have no other access to medical insurance and who are working at least 6.0 LHE or the equivalent load for non-classroom adjunct faculty (40% of full-time load). Adjunct shall be responsible for payment of all premiums regarding dental and vision. If returning for the immediate next semester or intersession, the adjunct faculty member will continue to be eligible for benefits (as long as the insurance providers' eligibility requirements continue to be met); however, the District shall not be responsible for any portion of premiums for any period of time in which the adjunct faculty member is not working at least 6.0 LHE or 40% F/T load, or for any period of time the adjunct faculty does not meet the insurance provider's eligibility requirements. There will be two enrollment periods annually (in the Spring and Fall). The adjunct employee's share of the contribution for premiums for the enrollment period shall be obtained through payroll deduction. It is the employee's obligation to inform the District's Human Resources department, in writing, if the employee will not be returning for the next immediate intersession or semester. Should the employee fail to return for the next intersession or semester, or fail to give notice of intended non-return, the employee shall be deemed ineligible for benefits retroactively to the last day of the month in which the adjunct faculty member worked in a paid status. Except in extenuating circumstances, the employee shall be responsible for all premiums and/or expenses paid on the employee's behalf after the date the employee became ineligible for benefits.

The parties agree to re-open Article IX Section 1.2.2.3 if any of the following events take place:

- (a) The California Community College Chancellor's Office implements a benefit pool for part-time faculty;
- (b) The multi-district adjunct faculty eligibility requirements change; or
- (c) The insurance provider's eligibility requirements change.

1.2.2.4 Retired Faculty: Full-time regular and part-time faculty members who retire on or before June 30, 2025, shall be entitled to purchase all continued medical, dental, vision and other benefits as offered through the District subject to the following eligibility requirements and conditions:

- (a) The minimum age of eligibility shall be 55.
- (b) The unit member must have been employed by the District continuously for a period of 10 years.
- (c) During the entire period of this benefit, the retired employee must be actively drawing service retirement from the California State Teachers' Retirement System (CalSTRS).
- (d) The unit member must have been eligible for and enrolled in the health insurance while an active employee and immediately prior to retiring.

- (e) All health and welfare benefits shall terminate on the 1<sup>st</sup> of the month of the 65<sup>th</sup> birthday of the retired employee.

The health and welfare cap for eligible retirees shall, effective retroactive to October 1, 2022, be \$17,500 per year through September 30, 2025. The District shall contribute up to a maximum of \$17,500 per year. If the selected plan, exceeds the \$17,500 cap for any plan year, the retiree must bear the increased cost of such plan. Should the retiree select a plan that costs less than \$17,500 per year, the difference between the plan cost and the cap is not paid to the retiree.

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.

- 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.

- 1.2.5 The District will provide a Cash Balance Retirement Plan for adjunct faculty with the District paying 5% and the adjunct unit member paying 5%. As per Education code section 26504, adjunct faculty cannot contribute less than the District contribution toward a Cash Balance Retirement Plan.

1.3 Adjunct/overload salary schedules:

- 1.3.1 Non-classroom adjunct and full-time faculty on overload shall be paid in accordance with the Non-Classroom Adjunct/Overload Salary Schedules.
- 1.3.2 All classroom adjunct faculty and full-time faculty on overload shall be paid in accordance with the Classroom Adjunct/Overload Schedules, which shall include two separate rates: one for Lecture-Lab and Lecture classes, and one for Lab classes.
- 1.3.3 All faculty hourly pay other than office hours shall be paid per the non-classroom salary schedule.
- 1.3.4 Adjunct office hours shall be paid in accordance with Article X, Section 9.6 (Office Hour Program for Adjunct Faculty).

1.4 Adjunct Equity

- 1.4.1 Effective to July 1, 2023, bring the existing adjunct/overload salary schedule—for lecture/lecture-lab (Schedule FE/OE-Columns I, II, and III and steps 1, 2, 3, and 4) shall be 67% of comparable full-time faculty steps and columns from the full-time, 10-month



faculty salary schedule. Adjuncts will receive a step advancement to step 2 after teaching 2.5 years (5 semesters) or 30 LHE. Adjuncts will receive a step advancement to step 3 after teaching 5 years (10 semesters) or 60 LHE. Adjuncts will receive a step advancement to step 4 after teaching 7.5 years (15 semesters) or 90 LHE. This salary provides pro-rata compensation for these steps and columns for classroom work and preparation and correction.

- 1.4.2 Freeze lab adjunct/overload salary schedule (Schedule FL/OL) at current rates until lecture/lecture schedule (FE) pay matches Lab schedule (FL/OL). At that time, the salary schedules will be merged into one classroom adjunct/overload salary schedule.

2.0 Number of Payments

- 2.1 Ten-month and eleven-month pay unit members on contract or regular status working the school calendar shall be compensated in twelve (12) 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. 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 Adjunct Unit Members (classroom w/ semester contract)

Payment of temporary unit members and payment of overload will be based on equal payments made on the 5<sup>th</sup> day of each month subsequent to the start of the regular fall and spring semester. Summer and Intersession, payments will vary:

- 3.2.1 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 5<sup>th</sup> day of the month.

- 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 10 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;
    - e. 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

5.1.1 One increment (vertical step) will 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.

5.1.2 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". District must notify faculty of approval or denial within 20 business days of submission.

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 shall be submitted to the Office of Human Resources no later than September 15 and payroll adjustments will be made for the August payment and thereafter. No changes will be made after September 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) Special services approved by the appropriate Vice Presidents shall be paid at the unit members' non-instructional hourly rate of pay.
- (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.

Academic Achievement Co-chair shall receive a summer stipend equivalent to 3 LHE of pay.

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/ work study courses shall be paid at the rate of \$100 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

Head Coaches

9.1.1 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 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.

9.1.2 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 rates.
- (b) Shall receive a stipend of \$4,522.64 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.

9.1.3 Football

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

9.2 Assistant Coaches

Full-time



- (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 \$3,647.97 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 \$3,647.97 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 \$455.73 for work done the week before practice begins.
- (e) Adjunct Assistant coaches shall be paid on the adjunct faculty pay schedule.

9.3 Effective July 1, 2023, stipends shall receive the same percentage increase as the faculty salary schedule.

9.4 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.

9.5 District and AVCFT will review this agreement if the academic calendar changes.

9.6 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
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.”

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

1.0 Classroom Faculty

- 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:	0.67
Lecture-Lab:	0.825
Intercollegiate Athletics:	0.50

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

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/online 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/online faculty, these hours shall be spent in the following manner:

(a) 15 LHE in the classroom

(b) Post and maintain five (5) office hours per week

(c) Ten (10) hours per week of combined classroom preparation, District (internal/external) service, and shared governance, of which at least an average of 1-5 hours per week must be for District-related service and shared governance.

(d) At the start of each semester, at the request of the Dean, each classroom/online faculty shall submit a plan to his/her Dean detailing how the faculty member intends to fulfill items 3.2(a), (b), and (c). Thereafter, at the end of each semester, the faculty member shall submit a summary to his/her Dean specifically detailing, week by week, the manner in which items 3.2(a), (b), and (c) were satisfied. The Vice President of Academic Affairs and the Federation will each send a reminder to all full-time faculty regarding the necessity to submit the summary. Failure to fulfill this obligation may be informally addressed by the Dean and/or in accordance with Article VIII. First year F/T contract classroom faculty are encouraged but not required to participate in District-related service or shared governance, but shall still be required to meet their workweek requirement of not less than 30 hours per

week, through other activities pursuant to 3.2 (a), 3.2(b), or 3.2(c).

- 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.
- 3.2.3 College administrators shall make diligent efforts to accommodate full-time faculty member requests for regular load class assignment start times to occur within an 8-hour window each day. However, scheduling of classes must take into account the needs of students and the availability of facilities and therefore faculty requests cannot be guaranteed.
- 3.2.4 College administrators shall make diligent efforts to schedule full-time faculty member regular load classes such that there will be at least ten hours between the end of the last regular load class and the start of the first regular load class the next day. However, scheduling of classes must take into account the needs of students and the availability of facilities and therefore faculty requests cannot be guaranteed.

### 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):

- (a) 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.
- (b) 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

- (a) 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.
- (b) 1 hour per week - program development.
- (c) 10 hours per week - preparation, District/community service and shared governance.
- (d) 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 Limit

3.5.1 Classroom faculty may not teach beyond their regular full-time assignments more than ten (10) 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 Chair	6 LHE/semester
Basic Skills Co-chair	3 LHE/semester (Contingent on Basic Skills Funding)
Tenure Review Committee Chair	0.5 LHE

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 Faculty Accreditation Coordinator shall receive 6 LHE each semester for the duration of the 3-year position cycle and 3 LHE in each summer session.

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
- (d) 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 and Faculty Professional Development (FPD) requirements

8.1 Ten-month pay unit members shall have 175-177 work-days (academic calendar). Ten (10) of these workdays shall be FPD days and shall be completed in accordance with the guidelines set by the FPD committee.

8.2 Eleven-month pay unit members shall have 195-197 work-days (20 days beyond the academic calendar.) Ten (10) of these workdays shall be FPD days and shall be completed in accordance with the guidelines set by the FPD committee.

8.3 Twelve-month pay unit members shall have 222-224 workdays. Ten (10) of these workdays shall be FPD days and shall be completed in accordance with the guidelines set by the FPD committee.

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 FPD Requirements

8.5.1 Classes exempt from FPD obligation:

Classes that are not weekly census classes do not include a FPD obligation as the baseline number of instructional hours is not reduced through scheduling. Classes typically exempt from FPD 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 ten (10) of their contractual workdays by fulfilling their FPD obligation. They must, therefore, be released from regular duties for ten (10) of their scheduled workdays. These days may be but are not required to be the days scheduled as FPD days on the AVC Academic Calendar. The faculty member and supervisor shall designate which work days shall be the Ten (10) FPD 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, and step and column for the assignment. Contracts will be provided no later than the first day of classes for that session, or prior to the adjunct faculty member's first required work day, whichever is earlier. All faculty members shall have individual secured access to their own payroll information (including step and column) through the District's payroll database (currently Banner). By June 30 of each fiscal year, Human Resources will publish to the Human Resources website the pay date schedule for the coming fiscal year.

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 Adjunct Faculty

9.6.1 This program provides compensation to adjunct 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 commence the Spring 2020 semester and continue in effect through the Summer 2021 term and may be continued on an annual basis thereafter on such terms and at such funding level mutually agreed to between AVCFT and the District, after reviewing state funding for adjunct office hours.

9.6.2 For the 2019-2020 academic year only (including Fall 2019, Intersession 2020, Spring 2020, and Summer 2020), the total amount of funding that shall be available for this

purpose will be capped at \$150,000. Unused funding shall not carry over to the next academic year. For 2020-2021 only (including Fall 2020, Intersession 2021, Spring 2021, and Summer 2021), the total amount of funding that shall be available for this purpose will be capped at \$200,000, but shall be contingent upon full funding of the student-centered funding formula from the state as established at P2 in 2020. If full funding is not met, the \$200,000 cap shall be reduced by the percentage amount equal to the percent of deficit from full funding of the student-centered funding formula. However, the total amount of the cap for the 2020-2021 only shall be no less than \$100,000. Unused funding shall not carry over to the next academic year. When the fund is depleted in any year, the adjunct office hour stipend program shall be immediately suspended for the remainder of that year and AVCFT will be expediently notified. Human Resources will inform the Federation of the anticipated balance of program funds available for the subsequent semester/session, no later than the end of Week Four in any semester or Summer/Intersession.

- 9.6.3 Adjunct faculty who wish to participate in the program must be teaching at least 3 LHE and will schedule and hold six (6) office hour sessions of one (1) hour each, during the semester or Summer/Intersession, which shall be listed on the course syllabus or addendum. Faculty shall inform the Dean in writing of their desire to participate, and their anticipated scheduled office hour time, by the end of the first week of the semester, Summer, or Intersession in which they desire to hold office hours under this program.
- 9.6.4 Compensation shall be a \$300 stipend for six (6) office hours per eligible faculty member in any given Fall/Spring semester, Intersession, or Summer session, which shall be paid as part of the final paycheck for the semester. There will be no partial payment of the stipend for holding less than six (6) office hours per semester/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 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) When the fund is depleted each year, administration will notify all faculty within ten (10) days that the fund has been depleted for that year.
- (d) A budget document accounting for use of the Service/Governance Compensation fund and its remaining balance shall be provided to both the Federation and the Academic Senate in

the beginning of each academic year.

#### ADJUNCT OUTCOME ASSESSMENT PROCESS

Pursuant to Article X, Sections 9.7.a and 9.7.b above, part-time faculty shall be compensated for mandatory participation in the Outcomes Assessment process. Their compensation will consist of one hour of pay equivalent to ‘substitute’ pay as identified in Schedule (H) of this collective bargaining agreement. The parties agree to revisit this process if the accreditation requirement that motivated this development changes or is eliminated.

In order to receive the compensation, the part-time faculty must show evidence that they have:

1. Compiled and submitted the relevant outcome assessment data to the assessment facilitator within 10 calendar days of the end of the semester, in the format communicated by the Department or Division.
2. Participated in the Discipline, Department or Division-wide discussion of outcomes assessment and development of action plans (along with the full-time faculty who are responsible for leading the discussion).
3. Been listed as a participant in the District’s Outcomes Assessment and program review.

The Dean will verify participation through the submission of a Supplemental Pay form.

- (a) Such compensation shall not exceed the pro-rata share of service/governance for that adjunct’s workload.
- (b) Compensation shall be paid after work is completed and accepted.
- (c) Work that is compensated through this fund cannot be used to fulfill Flex obligations.
- (d) Compensation is considered salary and therefore is subject to all the taxes and deductions of salary.
- (e) 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.
- (f) 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).
- (g) Projects must be preapproved by the dean and the vice president on the form (attached) “Application for Adjunct Service/Governance Compensation.
- (h) 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.

- (i) This agreement is subject to being reopened in negotiations at the request of either party.

#### 9.8 Adjunct Student Support – Student Equity

A portion of Student Equity funds, amount determined by the vice president of student services, have been made available for adjunct faculty to support students through increased student-faculty contract opportunities. In order for this to occur, AVCCD and AVCFT agree to the following:

- (a) To qualify for compensation, the adjunct faculty member is expected to perform the following duties:
  - 1. Completion of required training.
  - 2. Completion of required paperwork (Student sign in sheet, payroll form, etc....)
  - 3. Meet student contact obligation as outlined below.
- (b) Adjunct faculty can apply to receive compensation for work done outside of classroom duties that is approved by the Dean of Student Development.
- (c) Compensation for service will be the same as the adjunct hourly rate.
- (d) Compensation shall be paid at the end of each semester, after approved work is completed and the Student Equity form is accepted by the deadline.
- (e) Student Equity Funds will be utilized, on a semester to semester basis, to compensate adjunct Instructors who meet with students at a 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 during the course of the semester. To qualify to participate in this program and instructor must participate in training, for which they will also be compensated. Continued support of this program is contingent upon the college receiving an annual allocation from the Chancellors Office. Once the allocated funds are expended, or the vice president of student services determines that the funds will be utilized differently based on outcomes and/or program vision, the program will end at the conclusion of the current semester.
- (f) Open to all Fall, Intersession, Spring, and Summer session instructors based upon funding availability.
- (g) Work that is compensated through this fund *cannot* be used to fulfill professional development obligations.
- (h) Compensation is *considered income and therefore is* subject to all applicable taxes and

deductions.

- (i) Compensation for work done by adjunct faculty does not count towards load in terms of the 67% rule.
- (j) Supplemental Pay Forms will be turned into payroll by June 2<sup>nd</sup>, August 2<sup>nd</sup>, and December 2<sup>nd</sup>.
- (k) The District will issue checks during the next regular pay cycle in July, September, and January, respectively.

## 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 in accordance with law. Where provision of a written contract in subsequent employment years is not required by law, issuance of such written contracts 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. (Education Code section 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. (Education Code section 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. (Education Code section 87612.)

### 10.5 Adjunct 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. (Education Code section 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 (Education Code section 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 (Education Code section 87481.)
- (d) Academic persons employed for at least one semester but not more than one year as a result of higher enrollments (Education Code section 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 (Education Code section 87482.)
- (f) Academic persons employed to fill positions held by contract and regular employees currently absent from service (Education Code section 87478.)
- (g) Academic persons employed after September 1 for the remainder of that school year in which no contract employees are available. (Education Code section 87478.)
- (h) Pay given to temporary faculty members as reassigned time for serving as union officers or representatives will not count towards load for purposes of the 67% rule (Education Code sections 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 8 LHE.
- (e) Classes taught during intersession shall be treated like summer session. The same provisions for sick leave, withdrawal of classes etc. shall apply.

#### 12.0 Calendar

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

#### 12.2 Law of Unintended Consequences

Though we have tried to anticipate all of the contractual ramifications of the move from a 17-week calendar to a 16-week calendar, there will likely be some problems and issues arising from this

shift that we have not yet foreseen. In recognition of this fact, the Union and the District agree to work together to solve all contractual problems connected with the calendar in an amicable way, as quickly and efficiently as possible, even if this supersedes the usual negotiations process of full negotiations and re-openers. This does not preclude the possibility of negotiating any contract items.

### 13.0 Faculty Assignments

- 13.1 For each term, of the four terms (summer, fall, intersession and spring), a draft schedule consisting of class times and day (rolled over from the previous parallel term plus changes) is prepared by the dean and sent to all eligible faculty who have taught in the last 12 months, who will then be given an opportunity to state their availability and preference for assignment by submitting the “Assignments/Preferences” form to their Department Chair and 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);
  - (l) A loss of assignment may be attributed to Priority of Assignment rights as specified in 14.0.



- 13.6 Withholding of adjunct load and overload may not be unreasonable, arbitrary or capricious.
- 13.7 The number of course preparations should not exceed three per semester except in the following situations:
  - (a) Instructor Request
  - (b) To provide for a full teaching load after other alternatives have been exhausted.
- 13.8 The Administration will have “right of assignment” which shall not supersede any other protection guaranteed under this agreement, and shall be based upon student and community need.

14.0 Priority of Assignment (Seniority List for Assignment)

“Adjunct Faculty” shall be used in this Agreement to mean temporary classroom and non-classroom Faculty as defined in California Education Code Section 87482.5.

Temporary assignments of Adjunct Faculty and Full-time Faculty overload will be made by management (within the limitations of the procedures in Article X). Assignments shall be based upon “the availability, willingness, and expertise of part-time, temporary Faculty to teach specific classes or take on specific assignments that are necessary for student instruction or services” (Education Code Section 87482.3).

The provisions of Article X section 14.0 do not apply to reassigned time assignments.

The parties agree that all Adjunct Faculty Assignments are temporary in nature contingent on enrollment, funding and program changes, and that no Adjunct Faculty has a reasonable assurance of continued employment at any point in time, regardless of the status, the length of service, or re-employment preference seniority, of the Adjunct Faculty. For the purposes of this article these restrictions also apply to Full-time Faculty overload.

Priority of Assignment (POA) rights shall start at the beginning of the first day of paid service to the District as a faculty member (hereinafter “Service Date”), following three evaluations rated at “Meets Criteria” or “Exceeds Criteria” (see Appendix W) in the Summary Assessment of each area. Priority of Assignment rights are to be implemented at the next submission of preference sheets.

- 14.1 For Adjunct Faculty, in coordination with Article VIII. 5.2.1b, the first evaluation will take place the first semester of hire, the second evaluation will take place in semester three and the last evaluation will occur in semester seven, regardless of any gaps in employment between their Service Date and semester seven. Adjunct Faculty may opt out of the seniority process at any time, in writing (memo or email), to the Dean. To be placed back on the POA list the Faculty member must contact the Dean in writing (memo or email) and re-qualify for placement based on criteria in 14.1, with the first evaluation taking place in the next semester.
- 14.2 Adjuncts who currently have had three or more evaluations rated at “Meets Criteria” or “Exceeds Criteria” (see Appendix W) in Summary Assessment of each area, shall be automatically placed on the POA list.
- 14.3 Tenured Faculty, for purposes of overload assignment, shall be automatically placed on the POA list.
- 14.4 Contract (Probationary) Faculty who have had three or more evaluations that “Meets Criteria” or “Exceeds Criteria” shall be placed on the POA list. Contract (Probationary) Faculty placement on the POA list in no way implies either early tenure or tenure of said Faculty member.

- 14.5 Faculty will be removed from the POA list following two consecutive evaluations with two or more Summary Assessments rated as “Needs Improvement” or “Unsatisfactory.” To be returned to the POA list in accordance with Article 14.6, faculty who were removed from the POA list must complete three evaluations rated at “Meets Criteria” or “Exceeds Criteria” (see Adjunct Evaluation Form) in the Summary Assessment of each area.
- 14.6 Faculty shall be placed on the POA list based upon their Service Date.
- 14.7 All Faculty who have separated from the college or who have discontinuation of service from the college for at least 3 years shall be removed from the POA list. Faculty who are re-hired will have a new Service Date and will be required to complete the process as stated in 14.1.
- 14.8 Faculty who share the same Service Date shall be placed on the POA list based on the lottery system performed by Human Resources.
- 14.9 In cases where ties in priority of assignment within a discipline need to be broken, the second criteria to be applied shall be determined by her/his total accumulated FTEF (Full-time equivalent Faculty). For Full-time Faculty, only overload assignment and previous Adjunct total accumulated FTEF will be counted, subject to the stipulations of 14.7.
- 14.10 Bumping rights begin four weeks before the beginning of the respective part of term and end 10 calendar days before the start of the semester. Bumping rights do not apply to intersession and summer. If the class cancellation is made more than 10 calendar days prior to the start of the semester, Faculty who had the reduction in assignment will be contacted by the Dean or Department Chair and advised of available alternative assignments as determined by the Dean based on the following order:
1. Scheduled classes without an assigned instructor;
  2. Classes scheduled to an instructor not on the POA list; or
  3. Faculty with least seniority on the POA list.
- Faculty who refuse an available alternative assignment will retain LHE rights for one parallel term (fall to fall, spring to spring).
- Bumping will not occur less than 10 calendar days prior to the start of the semester.
- In the event the percentage of LHE assignment of a Faculty member who has qualified for POA rights must be reduced due to circumstances beyond his/her control as stated in Article X, 13.5, the affected Faculty member shall have the right to maintain his/her current percentage of LHE assignment for the next parallel term.
- 14.11 When applicable, new course sections will be offered to Faculty up to the contract defined maximum load utilizing the POA list.
- 14.12 Priority of Assignment (Seniority List for Assignment) will be implemented in spring and fall 2019 and will be based upon the Adjunct Faculty and Full-time Faculty overload assigned LHE for spring and fall 2018.
- 14.13 Upon request the Faculty member will be provided access to the POA list. The department POA list will be available at the office of the Dean.
- 15.0 Faculty Reassignment
- 15.1 For purposes of this article, reassignment shall only mean to change a full-time faculty member’s

- (a) Assignment or work duties from one division to another or
- (b) Assignment or work duties from one discipline to another.

15.2 Reassignment may be voluntary (initiated by the faculty member) or involuntary (initiated by the District).

15.3 Reassignment shall be based on due consideration of the following factors:

- (a) minimum qualifications
- (b) legal requirements applicable to the District,
- (c) programmatic needs of the District,
- (d) viability of education programs,
- (e) exploration of alternatives,
- (f) recent experience in the discipline/work duties,
- (g) injury or health considerations,
- (h) need to maintain a full-time load.

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

15.5 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.

- (a) The District may also reassign current faculty to a new assignment in the absence or 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.

15.6 Involuntary Reassignment

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

15.6.1 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.

15.7 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

- (a) to maintain a full-time load

- (b) because student demand necessitates such reassignment
- (c) because requests for voluntary reassignment have failed to provide adequate course coverage
- (d) because programs have been reduced or eliminated (reduction in force).

15.7.1 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.

15.7.2 College administrators shall make diligent efforts to ensure that involuntary split assignments are rotated amongst faculty. However, whether an involuntary split of assignment is necessary must take into account the needs of the students and the availability of facilities and therefore such rotations may not be guaranteed in any given semester.

15.8 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 shall provide 15 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 15 LHE of reassigned time to any Federation representative to carry out the aforementioned duties.
- 1.2 The District shall provide 9 LHE of 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 15 LHE at the cost of the adjunct/overload rate, class II, step 1, plus an additional 5 LHE at full reimbursement cost for the employee's compensation (as defined by Government Code section 3558.8).
- 1.4 The Federation retains the exclusive right to determine the manner in which to assign the LHE described in Sections 1.1, 1.2, and 1.3 above.
- 1.5 Notification of the designated unit members and amount of reassigned time shall be submitted to the District as near as possible to 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, mailboxes, 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, and such literature shall bear the logo of the Federation. 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 700 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 Government Code 7928.300. The District shall also provide the home and/or cellular phone numbers on file with the District 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 website, if technology permits. The Federation shall be provided twenty (20) notebook copies for use by the Federation at District expense.



## 5.0 AVCFT Membership and Dues Deductions

- 5.1 AVCFT has the sole and exclusive right to have employee organization membership dues deducted by the District from the wages of employees in the bargaining unit who choose to maintain membership in AVCFT. Any faculty member who is a member of the Federation or who has applied for membership shall sign and deliver to AVCFT an assignment authorizing deduction of Federation dues or assessments from the employee's wages. AVCFT certifies that it has and will maintain such individual unit member authorizations, and shall further provide written notification to the District within ten business (10) days of a unit member submitting such authorization. The District shall, pursuant to such, deduct one-twelfth (1/12th) such dues from the regular salary check of the faculty member each month.
- 5.2 Any AVCFT unit member who wishes to revoke his/her membership must contact AVCFT in writing. AVCFT shall notify the District, in writing, of any revocations of membership and the effective date of revocation.
- 5.3 The District shall not be obligated to put into effect any new, changed, or discontinued deduction from a unit member's wages until the pay period which commences thirty (30) days or more after AVCFT submits written notification of the new, changed, or discontinued employee authorization to the District.
- 5.4 AVCFT shall indemnify, defend, and hold the District (including its individual Board members, employees, agents, and representatives) harmless from any and all claims, demands, or suits, or any other action or liability commenced against the District and arising from the union membership and dues provisions contained herein.

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 Federation with office space on the main campus whose location will be determined by the District with the agreement of the Federation (currently T700 Room B1). The Federation 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 Federation.

## 10.0 Employee Information

- 10.1 "Newly hired employee" or "new hire" means any employee, whether permanent, probationary, temporary, full-time, or part-time, whose position is within the AVCFT bargaining unit, and who is still employed as of the date of the new employee orientation. The employee is regarded as a "newly hired employee" even if the newly hired individual was previously employed by the District. For purposes of this article only, the "date of hire" of a newly hired employee is the date that the employee is employed in a position within the unit represented by AVCFT. If the unit member is subsequently released such that their employment with the District is terminated, the employee will again be considered a "new hire" for purposes of this article if the employee is

subsequently rehired to a position within the bargaining unit represented by AVCFT. This does not include substitute employees.

10.2 Except for employees who have submitted written requests pursuant to Government Code section 7928.300 prohibiting the disclosure of their home address, home and/or cellular telephone number, personal email address, or birth date, and except for employees who have submitted written requests authorized by law prohibiting the disclosure of other personal or contact information, the District shall provide AVCFT with certain contact information on the new hires. The information will be provided to AVCFT electronically via a mutually agreeable secure FTP site or service at AVCFT's expense (not to exceed \$150 per academic year), within thirty (30) days from the date of hire. This contact information shall include the following items, if they are included in the District's records, with each field in its own column:

- i. First name;
- ii. Middle initial;
- iii. Last name;
- iv. Suffix (e.g. Jr., III);
- v. Job Title;
- vi. Department;
- vii. Primary worksite location name;
- viii. Work telephone number;
- ix. Home street address (incl. Apt. number);
- x. City;
- xi. State;
- xii. ZIP Code (5 or 9 digits);
- xiii. Telephone number (10 digits);
- xiv. Personal email address of the employee if available;

Except as provided herein, this information shall be provided to AVCFT regardless of whether the newly hired employee was previously employed by the District.

10.3 Periodic Update of Contact Information: Except for the above limitations, the District shall provide AVCFT with a list of all bargaining unit members' names and contact information on the last working day of August, January, and May of each academic year. The information will be provided to AVCFT electronically via a mutually agreeable secure FTP site or service at AVCFT's expense (not to exceed \$150 per academic year).

10.4 Confidentiality of Employee Information: Unit member information provided to the Federation pursuant to Article XIII shall be maintained as confidential by the union. The Federation shall take reasonable steps to ensure the security of the unit members personal information and shall not disclose or otherwise make available to any person, entity or organization external to AVCFT and its affiliated organizations. Liability for unauthorized disclosures of members personal information by the Federation shall not be imputed to the District.

11.0 New Employee Orientation

- 11.1 Definition: “New employee orientation” means the onboarding process of a newly-hired public employee, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters.
- 11.2 District Scheduled New Employee Group Orientations:
- a. In the event the District elects to conduct a group orientation/onboarding for new unit members in a single day, the District shall provide AVCFT access to such scheduled new employee group orientations. AVCFT shall receive not less than ten (10) days’ notice in advance of an orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District’s operations that was not reasonably foreseeable. During these scheduled orientations, AVCFT shall have sixty (60) minutes of paid release time for up to two (2) AVCFT representatives to attend and speak at the new employee group orientation session. The AVCFT Labor Relations Representative (i.e., one (1) Field Representative from the California Federation of Teachers (“CFT”) Regional Office) may also attend the orientation session. AVCFT may request to the Vice President of Human Resources that AVCFT’s portion of the new employee group orientation be conducted privately with the new employees (but at the same location as determined by the District) and such request shall not be unreasonably denied. AVCFT shall provide the District with the contact information (business e-mail and business cell phone number) of the designated AVCFT representative(s) and the CFT Labor Relations (Field) representative prior to the orientation.
  - b. In the event the District elects to conduct a multi-day group orientation for new unit members, AVCFT may provide input to the President in advance of the orientation as to suggested topics to be covered at the multi-day orientation. During the scheduled orientation, AVCFT shall have sixty (60) minutes of release time for two (2) AVCFT representatives to attend and speak to the new employees. AVCFT may request to the Vice President of Human Resources that AVCFT’s portion of the new employee group orientation be conducted privately with the new employees (but at the same location as determined by the District) and such request shall not be unreasonably denied. The AVCFT Labor Relations Representative (i.e., one (1) Field Representative from the California Federation of Teachers (“CFT”) Regional Office) may also attend the orientation session.
- 11.3 Individual Orientations: In the event the District conducts a one-on-one orientation with a faculty new hire as opposed to a group orientation, AVCFT shall have sixty (60) minutes of release time for one (1) AVCFT representative to attend and speak at the orientation session. The AVCFT Labor Relations Representative (i.e. one (1) Field Representative from the CFT Regional Office) may also attend the orientation session. AVCFT may request to the Vice President of Human Resources that AVCFT’s portion of the new employee’s individual orientation be conducted privately with the new employee (but at the same location as determined by the District) and such request shall not be unreasonably denied. AVCFT shall receive not less than ten (10) days’ notice in advance of an orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District’s operations that was not reasonably foreseeable.
- 11.4 Unavailability: The unavailability of a AVCFT representative and/or the AVCFT Labor Relations (Field) Representative at the time scheduled for an employee’s individual or group orientation shall not be cause to delay any employee orientation meeting where ten (10) days’ advance notice of an orientation is provided by the District to AVCFT, or where an employee orientation must be conducted on less than ten (10) day’s advance notice due to an urgent need critical to the District’s operations which was not reasonably foreseeable.

11.5 Any alleged violation of the terms of Section 11.0 regarding new employee orientation meetings shall be subject to the procedures set forth in Government Code section 3557.

ARTICLE XIII

**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

3.1 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.

3.2 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).

3.3 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)

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

3.5 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.
- (b) 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.
- (c) 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.
- (d) 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:
  - (1) tenured (regular) faculty
  - (2) probationary (contract) faculty adjunct (temporary) faculty
- (e) 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  
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

- (c) 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

- (c) 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

- (a) 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:
- (b) 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.
- (c) 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**

10.0

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 EDUCATION**

- 1.0 Distance Learning and/or Distance and/or Online Education 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. The types of Distance Education courses and their descriptions will be determined by the Academic Senate.
- 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. The proportion of a unit member's workload taught through distance education will be established through agreement between the unit member and their department dean and is subject to all provisions elsewhere in the contract (in particular, Article X).
- 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.
- (a) All Distance Education courses must be delivered using the course management system adopted by the College.
- 7.0 Evaluation Procedure
- (a) 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.
- (b) Instructors teaching distance education courses shall be evaluated.
- (c) Anyone who evaluates an online course shall have experience or training in online delivery or evaluation.
- (d) 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.
- (e) Any teaching deficiencies shall be handled according to the provisions of this contract.
- (f) 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
- (a) Any bargaining unit member who voluntarily elects to teach a distance education course for the first time and every five years thereafter must:

1. Complete either Academic Senate approved training for Distance Education or Academic Senate approved equivalent training prior to teaching a Distance Education course, or prove to the satisfaction of the Academic Senate prior competence in Distance Education teaching from another institution.
  2. Complete Distance Education training before teaching any Distance Education course that commences at least one regular semester (fall or spring) after Board approval of this Agreement. In the event the Academic Senate-approved training requires more than twenty hours, this timeline shall be renegotiated.
  3. In the event that the Academic Senate has not developed, approved or scheduled training for Distance Education at the time an instructor begins to teach a Distance Education course, this instructor shall be excused from training until training is developed, approved, or scheduled, at which time he/she shall complete this training by the beginning of his/her next Distance Education course with instruction beginning one regular semester (e.g. fall or spring) after this training becomes available. In the event the Academic Senate-approved training requires more than twenty (20) hours, this timeline shall be renegotiated.
  4. Complete institutional training for use of current College Distance Education course management system or equivalent.
  5. 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.
- (b) Training:
1. Training will be provided to all faculty wishing to teach Distance Education courses.
  2. Faculty who complete Academic Senate required and approved training in Distance Education or Academic Senate-approved Distance Education provided by an outside organization shall be reimbursed by the District, upon the request of the faculty, for the cost of the course (if any). All training (including courses and programs) must be approved by the Academic Senate. Proof of completion of training must be submitted to the Academic Senate before the faculty member will be reimbursed.
  3. Distance Education Training provided by Antelope Valley College: As per the protocol of the Faculty Professional Development program (FPD), faculty may claim FPD credit for this training, regardless of whether a particular faculty member is required to complete this training,
  4. Distance Education Training provided by an outside organization (and approved by the Academic Senate): As per the protocol of the FPD program and Article IX, faculty who forego reimbursement for this training (and/or complete zero-cost training), may use the training toward one of the following: FPD credit, Faculty Academy advancement or column advancement on the AVC schedule.

#### 9.0 Office Hours

- (a) 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
- (b) 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.

- (c) "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 consultation and shall specify those method(s) in the course description including the response time for asynchronous communication.

#### 10.0 District and Faculty Ownership

- (a) If materials developed cooperatively between District and Faculty are marketed, the District and Faculty must have an agreement that specifies distribution of royalties.
- (b) 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.
- (c) 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.
- (d) 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.
- (e) 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

- (a) 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.
- (b) Online classes shall NOT exceed maximum enrollment as stated on the AP&P Course Proposal.
- (c) It is not the intent of the District to displace full-time faculty because of Distance Education courses.
- (d) No Distance Education work shall be offered to persons not employed within the faculty bargaining unit.
- (e) 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

- (a) 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.

- (b) Distance Education courses are subject to the same management “right of assignment” rules as face-to-face classes.

13.0 Sick Leave

- (a) 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 a 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:
- (b) 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.
- (c) During a 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.
- (d) 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.
- (e) 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 mutually agree to do so.

**ARTICLE XVIII**  
**TRANSFER**

1.0 Definitions

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

2.0 Criteria for Transfer

A transfer shall be based on the following considerations:

- (a) Minimum qualifications
- (b) The continued vitality of the instructional or support services program at both
- (c) Campuses/sites
- (d) Equal Employment Opportunity (if applicable)
- (e) Institutional needs
- (f) 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

**ARTICLE XVIII**

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. Section 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. Section 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. Section 101 et seq.):

(a) A college supported work prepared within the scope of employment.

1. “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.

2. “Scope of Employment” shall be presumed not to include works that result from activities required of college faculty that are performed for promotion and tenure purposes; works resulting from normal assigned duties; research or administrative assignments; works performed merely as a result of general terms of the employment contract with the college; or works that result from independent efforts unless such works are specifically so identified within the employee’s job description.

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

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

### 3.0 Scope

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

### 4.0 Rights of Departing Faculty Members

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

### 5.0 Use of Names of Faculty Members

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

1.1.1 Department Chair: a faculty member who assists division dean in the administration of a department.

1.1.2 Composition and Compensation

(a) For initial implementation, the Division Dean will propose a plan as to how the division could be divided into departments. The faculty and Dean will agree on the final Department Chair structure and provide the recommendation to the appropriate Vice President and Union. In conjunction with AP 3100.6.C. 6. “The Superintendent /President will make the final decision on proposed changes based on feedback from the campus community and the discussion at CCC.”

(b) Each spring, the amount of reassigned time available to chairs for the following year will be calculated according to the “Department Chair Compensation Matrix,” based on the data from the previous fall semester + 10% of the calculated fall FTEF. The District will furnish AVCFT with the supporting documentation that determined the reassigned time. The division shall reconsider the alignment of departments every three years, prior to the beginning new terms of office and make recommendations to the VP and Union.

(c) **Stipends** will be paid in two payments, one half of the stipend in each payment.

Category	FTEF	Reassigned FTE	Stipend
A	3 to 10	20%	\$4,000
B	>10 to 13	30%	\$4,400
C	>13 to 17	40%	\$4,800
D	>17 to 22	50%	\$5,200
E	>22 to 28	60%	\$5,600
F	>28 to 32	70%	\$6,000
G	>32	80%	\$6,400

1. Supplemental pay forms will be turned into payroll by June 2<sup>nd</sup> and December 2<sup>nd</sup>.

2. Stipend checks will be issued at the next issue date in July and January.

1.1.3 The District, in conjunction with AVCFT, shall develop and provide training for all department chairs at the beginning of each term of office on all sections of the collective bargaining agreement necessary to carry out chair duties and other codes and regulations as necessary.

1.1.4 Chairs will be required to furnish service outside of the regularly scheduled fall/spring terms.

**ARTICLE XX**



### 1.1.5 Department Chair – Duties

#### (a) Scheduling

1. Provide primary input into classroom and non-classroom scheduling and assignments in response to District guidelines and parameters. Review and make corrections to preliminary drafts of the class schedule and catalog.

#### (b) Staffing

1. Identify adjunct faculty staffing needs to Dean and assist with recruitment.
2. Participate in interviews and recommend adjunct faculty for hire.
3. Orient new faculty to the department and program.
4. Coordinate discipline equivalencies.

#### (c) Planning

1. Assist the Dean in completing the program review and other planning activities as needed.
2. Make recommendations for full-time faculty additions.
3. Coordinate the review, modification, additions and deletions to department curriculum.
4. Coordinate departmental assessment of outcomes (e.g. SLO, PLO, OO etc.) related to college accreditation.

#### (d) Budget

1. Provide input to Dean for annual budget and other expenditure requests to relevant college funds.
2. Work with Deans and division faculty and staff to efficiently utilize authorized departmental funds and monitor departmental expenditures throughout the fiscal year.

#### (e) Divisional relations

1. Attend standing Department Chair meetings and meet with Dean and Vice President as needed.
2. Act as liaison between Faculty and Administration.
3. Where appropriate, assist faculty in organizing and conducting meetings of program advisory committees.
4. When appropriate, represent the department to the community.
5. Where appropriate, assist and collaborate with departmental faculty to maintain external program accreditation or approval.

### 1.2 Department Chair Eligibility, Election, Term of Office, Recall/Removal, and Assessment

#### (a) Eligibility

1. All qualified faculty members of a department may be considered for the position of Chair.
2. To be considered qualified, faculty must have completed two consecutive years of satisfactory service to the district.
3. All nominees must have received satisfactory ratings in all evaluation criteria at their most recent evaluation.

(b) Election

1. All faculty members, employed at the time of election, are eligible to vote for department chair,
2. Department Chairs are elected by department members only.
3. The division will put out a call for nominations in February for Department Chairs and will notify the members of the department at least one month prior to the election. A questionnaire will be distributed to all nominees and collected by the Division Dean. The Dean will distribute the collected questionnaire packet to all members of the department two weeks prior to the election and determine eligibility of nominees. The Dean will meet with nominees to discuss position requirements.
4. The Dean will prepare a ballot and conduct the election.
5. Elections will be conducted over a two week period by secret ballot. All ballots must be sealed in a signed envelope and placed in the designated voting location. The Dean and a faculty member will validate the vote. Elections will be concluded by the end of the second full week of April.
6. To be elected, a candidate must receive the majority of the eligible votes cast.
7. In the event of a tie, a run-off election will be conducted by secret ballot over a one week period.
8. In the event that the two final candidates tie and the tie cannot be broken, selection and be determined by lot.

(c) Term of Office

1. The term of office is three years.
2. 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.
3. A department chair may serve no more than two consecutive terms of office.
4. In the event no eligible candidate is nominated, the sitting chair may run again.

(d) Department Chair Recall/Removal

1. 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 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.
2. 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.
3. 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.

4. 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 appropriate Vice President for the authority to relieve the Chair of duties and to call for another election for which the removed Chair would not be eligible.
5. A recalled or removed Department Chair will be accorded the full right to due process.

(e) Assessment

1. Primarily for the purpose of promoting the development of the Department Chair, Chair shall be assessed annually by all eligible faculty members and classified staff. The "Department Chair Assessment Instrument," to be developed during the 2014-15 academic year, will be furnished to department members by the Dean. The assessment criteria on the form shall reflect the job duties as outlined in the Department Chair job duties.
2. The Division Dean shall provide a written summary reflecting an analysis of the data provided in the department chair assessment instrument along with his or her input and suggestions for improvement, before the end of the spring semester.
3. Prior to the end of the spring semester, the Dean and Chair will meet to discuss the written summary and mutually agreed upon plans and timeline for improvement, if needed.
4. 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

ACCEPTED:  
ANTELOPE VALLEY COLLEGE  
FEDERATION OF TEACHERS

\_\_\_\_\_  
Barbara Gaines Date  
President, AVCCD Board of Trustees

\_\_\_\_\_  
Dr. Jason Bowen Date  
President, AVCFT

\_\_\_\_\_  
Jennifer Zellet, Ph.D. Date  
President/Superintendent, AVCCD

\_\_\_\_\_  
Kathy Osburn Date  
Vice President, AVCFT

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**AGREEMENT TO OFFER AN OVERENROLLED CLASS**

Instructor: \_\_\_\_\_  
 Division: \_\_\_\_\_  
 Dean: \_\_\_\_\_  
 Class: \_\_\_\_\_

Subject	Course Number	CRN	Semester/Year
---------	---------------	-----	---------------

I, the undersigned instructor, agree to offer the course listed above as an overenrolled course for the term listed. I understand the normal maximum enrollment for this course is \_\_\_\_\_ students and that the maximum will be increased to \_\_\_\_\_.

Additional LHE will be assigned to this course based on enrollment at census date according to the following formula:

		(3 LHE class)
0-20% 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
<b>&gt;45% - 65% overenrolled</b>	<b>additional 50% of class LHE value</b>	<b>1.5</b>
>65% - 85% overenrolled	additional 65% of class LHE value	2.0
>85% - 90% overenrolled	additional 85% of class LHE value	2.5
>90% overenrolled	additional 100% of class LHE value	3.0

\*\* LHE will be rounded up to the nearest ½ : .5, 1, 1.5, 2, 2.5, 3, 3.5, 4

Instructor	Date	Dean	Date
------------	------	------	------



## 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 to 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.





**ANTELOPE  
VALLEY  
COLLEGE**

**Academic  
Calendar  
2022-2023**

**AUGUST 2022**

	M	T	W	Th	F	S
		1	2	3	4	5
		8	9	10	11	12
1	6	16	17	18	19	20
2	6	22	23	24	25	26
3	3	29	30	31		

Fall 2022 starts- Aug. 15  
Fall Census - Aug. 29

**MARCH 2023**

	M	T	W	Th	F	S
8	4		1	2	3	4
9	6	6	7	8	9	10
10	6	13	14	15	16	17
11	5	20	21	22	23	24
		27	28	29	30	31

Spring Break- March 6-11

**SEPTEMBER 2022**

	M	T	W	Th	F	S
3	3			1	2	3
4	5	5	6	7	8	9
5	6	12	13	14	15	16
6	6	19	20	21	22	23
7	5	26	27	28	29	30

Labor Day- Sept. 5  
National Voter Registration Day- Sept. 27

**APRIL 2023**

	M	T	W	Th	F	S
11	1					1
12	6	3	4	5	6	7
13	6	10	11	12	13	14
14	6	17	18	19	20	21
15	6	24	25	26	27	28

**OCTOBER 2022**

	M	T	W	Th	F	S
7	1					1
8	6	3	4	5	6	7
9	6	10	11	12	13	14
10	6	17	18	19	20	21
11	6	24	25	26	27	28
12	1	31				

Voter Registration Deadline- Oct. 19  
Early Voting Begins- Oct. 24

**MAY 2023**

	M	T	W	Th	F	S
16	6	1	2	3	4	5
		8	9	10	11	12
1	6	15	16	17	18	19
2	6	22	23	24	25	26
3	2	29	30	31		

Spring 2023 ends- May 6  
Graduation- May 5  
Summer 2023 starts- May 15  
Memorial Day- May 29

**NOVEMBER 2022**

	M	T	W	Th	F	S
12	5		1	2	3	4
13	5	7	8	9	10	11
14	6	14	15	16	17	18
15	3	21	22	23	24	25
16	3	28	29	30		

Election day- Nov. 8  
Veteran's Day- Nov. 11  
Thanksgiving Day- Nov. 24  
Local Holiday- Nov. 25-26

**JUNE 2023**

	M	T	W	Th	F	S
3	3			1	2	3
4	6	6	7	8	9	10
5	6	12	13	14	15	16
6	6	19	20	21	22	23
7	5	26	27	28	29	30

**DECEMBER 2022**

	M	T	W	Th	F	S
16	3			1	2	3
		5	6	7	8	9
		12	13	14	15	16
		19	20	21	22	23
		26	27	28	29	30

Fall 2022 ends- Dec. 3  
Local Holiday- Dec. 23-31  
91 Fall Instruction Days

**JULY 2023**

	M	T	W	Th	F	S
7	1					1
8	5	3	4	5	6	7
9	6	10	11	12	13	14
10	6	17	18	19	20	21
11	6	24	25	26	27	28
12	1	31				

Independence Day- July 4

**JANUARY 2023**

	M	T	W	Th	F	S
		2	3	4	5	6
1	6	9	10	11	12	13
2	5	16	17	18	19	20
3	6	23	24	25	26	27
4	2	30	31			

New Year's Day observed- Jan. 2  
Spring 2023 starts- Jan. 9  
Martin Luther King Jr. Day- Jan. 16  
Spring Census- Jan. 23

**AUGUST 2023**

	M	T	W	Th	F	S
12	5		1	2	3	4
		7	8	9	10	11
		14	15	16	17	18
		21	22	23	24	25
		28	29	30	31	

Summer 2023 ends- Aug. 5  
70 Summer Instruction Days

**FEBRUARY 2023**

	M	T	W	Th	F	S
4	4		1	2	3	4
5	6	6	7	8	9	10
6	4	13	14	15	16	17
7	5	20	21	22	23	24
8	2	27	28			

Lincoln's Day- Feb. 17  
Local Holiday- Feb. 18  
Washington's Day- Feb. 20

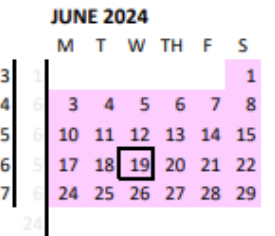
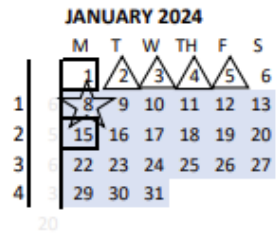
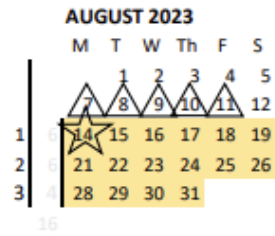
	Fall 2022
	Spring 2023
	Summer 2023
	First Day Of Classes
	Last Day of Classes
	Classes Not in Session
	Voter Information
	FPD Day

Board Approved: (7/12/21)

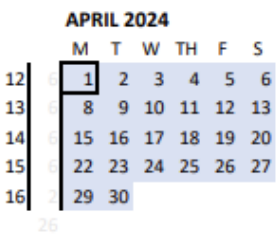
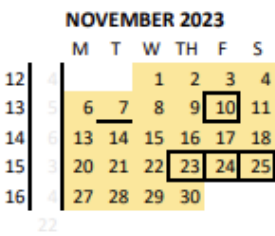
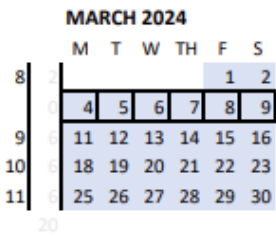
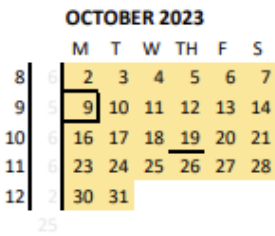
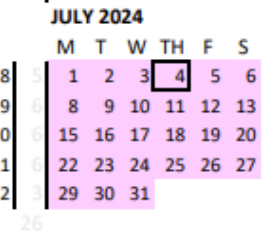
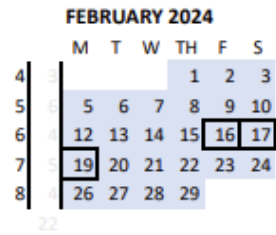
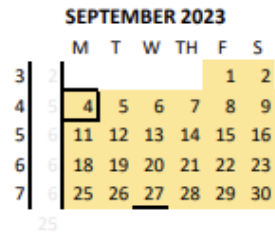
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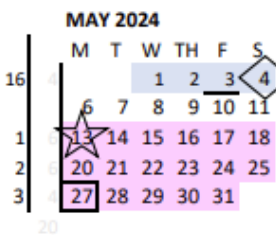
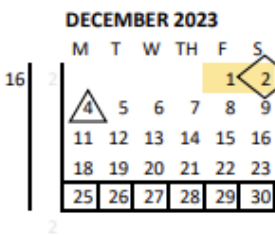
2023-2024 Academic Calendar



Important Dates	
8/14/2023	First day Fall 2023
8/28/2023	Fall Census
9/4/2023	Labor Day
9/27/2023	National Voter Registration Day
10/9/2023	Indigenous Peoples' Day
10/19/2023	Voter Registration deadline
11/7/2023	Election Day
11/10/2023	Veterans Day
11/23/2023	Thanksgiving Day
11/24/ - 11/25	Local holiday
12/2/2023	Last day Fall 2023
12/25/2023	Christmas Day
12/26 - 12/30	Local holiday
1/1/2024	New Years Day
1/8/2024	First day Spring 2024
1/15/2024	Martin Luther King Jr. Day
1/22/2024	Spring Census
2/16/2024	Lincoln's Day
2/17/2024	Local holiday
2/19/2024	Washington's Day
3/4 - 3/9	Spring break
4/1/2024	Cesar Chavez Day
5/3/2024	Commencement Ceremony
5/4/2024	Last day Spring 2024
5/13/2024	First day Summer 2024
5/27/2024	Memorial Day
6/19/2024	Juneteenth
7/4/2024	Independence Day
8/3/2024	Last day Summer 2024



	Fall 2023
	Spring 2024
	Summer 2024
	First day of classes
	Last day of classes
	Classes not in session
	FPD Day



Instructional days	
90	Fall
92	Spring
69	Summer

AVC Board of Trustees approval date: 2/13/23



2024-2025 Academic Calendar

**DRAFT**

Month	M	T	W	R	F	S	S
<b>August</b>				01	02	03	04
	05	06	07	08	09	10	11
	12	13	14	15	16	17	18
	19	20	21	22	23	24	25
	26	27	28	29	30	31	
<b>September</b>							01
	02	03	04	05	06	07	08
	09	10	11	12	13	14	15
	16	17	18	19	20	21	22
	23	24	25	26	27	28	29
	30						
<b>October</b>			01	02	03	04	05
	06	07	08	09	10	11	12
	13	14	15	16	17	18	19
	20	21	22	23	24	25	26
	27	28	29	30	31		
<b>November</b>					01	02	03
	04	05	06	07	08	09	10
	11	12	13	14	15	16	17
	18	19	20	21	22	23	24
	25	26	27	28	29	30	
<b>December</b>							01
	02	03	04	05	06	07	08
	09	10	11	12	13	14	15
	16	17	18	19	20	21	22
	23	24	25	26	27	28	29
	30	31					
<b>January</b>				01	02	03	04
	05	06	07	08	09	10	11
	12	13	14	15	16	17	18
	19	20	21	22	23	24	25
	26	27	28	29	30	31	
<b>February</b>						01	02
	03	04	05	06	07	08	09
	10	11	12	13	14	15	16
	17	18	19	20	21	22	23
	24	25	26	27	28		
<b>March</b>						01	02
	03	04	05	06	07	08	09
	10	11	12	13	14	15	16
	17	18	19	20	21	22	23
	24	25	26	27	28	29	30
	31						
<b>April</b>							
	01	02	03	04	05	06	
	07	08	09	10	11	12	13
	14	15	16	17	18	19	20
	21	22	23	24	25	26	27
	28	29	30				
<b>May</b>					01	02	03
	04	05	06	07	08	09	10
	11	12	13	14	15	16	17
	18	19	20	21	22	23	24
	25	26	27	28	29	30	31
<b>June</b>							01
	02	03	04	05	06	07	08
	09	10	11	12	13	14	15
	16	17	18	19	20	21	22
	23	24	25	26	27	28	29
	30						
<b>July</b>							
	01	02	03	04	05	06	
	07	08	09	10	11	12	13
	14	15	16	17	18	19	20
	21	22	23	24	25	26	27
	28	29	30	31			
<b>August</b>							
				01	02	03	
	04	05	06	07	08	09	10
	11	12	13	14	15	16	17
	18	19	20	21	22	23	24
	25	26	27	28	29	30	31

Important Dates	
8/19/2024	Fall Semester Start
9/3/2024	Fall Census Day
9/2/2024	Labor Day
9/24/2024	National Voter Registration Day
10/14/2024	Indigenous Peoples Day
10/18/2024	Voter Registration Deadline
10/22/2024	Early Voting Begins
11/5/2024	Election Day
11/11/2024	Veterans Day
11/28/2024	Thanksgiving Day
11/29 - 11/30	Local Holiday
12/7/2024	Fall Semester End
12/24 - 12/25	Christmas
12/26 - 12/31	Local Holiday
1/1/2025	New Year's Day
1/2/2025	Interession Term Start
1/20/2025	Martin Luther King Jr. Day
2/1/2025	Interession Term End
2/3/2025	Spring Semester Start
2/14/2025	Lincoln's Day
2/15/2025	Local Holiday
2/17/2025	Washington's Day
2/18/2025	Spring Census Day
3/31/2025	Cesar Chavez Day
3/31-4/5	Spring Break
5/26/2025	Memorial Day
5/30/2025	Commencement Ceremony
5/31/2025	Spring Semester End
6/9/2025	Summer Term Start
6/19/2025	Juneteenth
7/4/2025	Independence Day
8/2/2025	Summer Term End

Format Guide	
<span style="background-color: #d9ead3;"> </span>	Fall semester
<span style="background-color: #d9ead3;"> </span>	Interession term
<span style="background-color: #d9ead3;"> </span>	Spring semester
<span style="background-color: #d9ead3;"> </span>	Summer term
<b>11</b>	Start/end term
<span style="background-color: #d9ead3;"> </span>	Notable date
<span style="background-color: #d9ead3;"> </span>	FPD Day
<span style="background-color: #d9ead3;"> </span>	Classes not in session

Instructional days	
90	Fall
26	Interession
92	Spring
46	Summer

**DRAFT**

AVC Board of Trustees approval date: DRAFT

[www.avc.edu/administration/hr/forms](http://www.avc.edu/administration/hr/forms) (avc.edu, Community, Human Resources, Forms) **Click on Form**



**ANTELOPE VALLEY COLLEGE**  
**REQUEST 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, and have your Dean sign and forward to the Academic Affairs office, Attn: Academic Affairs Specialist. Academic Affairs will complete the balance of the form and implement, if approved. The earnings from a maximum of four LHE per semester/intersession may be banked and the amount banked cannot exceed 18 LHE. Notification to bank overload earnings must be received prior to the beginning of the second week of the term.*

**To be completed by employee (please print):**

\_\_\_\_\_ ID Number                      Name (please print) \_\_\_\_\_                      Date \_\_\_\_\_

\_\_\_\_\_ Division/Department                      LHE to Bank \_\_\_\_\_

Complete the following based on the course that will be banked:

\_\_\_\_\_ Semester/Year    CRN                      Subject/Number                      Title \_\_\_\_\_

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

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

<b><u>Academic Affairs Use Only</u></b>			
Total Class LHE _____	Total LHE to Bank/Use _____	Cumulative Banked LHE _____	
Reviewed by Academic Affairs _____		Date _____	
<b><u>Payroll Use Only</u></b>			
$\left( \frac{\text{LHE}}{\text{Term Length}} \times 17 \right) = \frac{\text{Payroll Unit}}{\text{Hourly Rate}} \times \$ \text{ } = \$ \text{ Total Earnings for CRN}$			
Reviewed by Payroll _____		Date _____	
<b><u>Academic Affairs Use Only</u></b>			
Vice President of Academic Affairs Signature _____		Date _____	
Processed by Academic Affairs _____		Date _____	

Original – Academic Affairs Revised: 05-18-20

Copies – Director of Business Services, Human Resources, Payroll, Division Dean, Employee



**REQUEST TO USE BANKED OVERLOAD**  
(Collective Bargaining Agreement, Article V, Section 3.17)

*Instructions: To request use of banked leave, please fill out the employee section, have your Dean sign and forward to the Academic Affairs office, attention Academic Affairs Specialist. Academic Affairs will complete the balance of the form and implement, if approved. According to Article V, Section 3.17.2c, 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. As set forth by Article V, Section 3.17.6b, 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. Notification of the use of banked overload earnings must be received before March 1<sup>st</sup> for fall use and October 1<sup>st</sup> for spring use.*

**To be completed by employee (please print):**

\_\_\_\_\_ ID Number                      Name (please print) \_\_\_\_\_                      Date \_\_\_\_\_

\_\_\_\_\_ Division/Department                      Semester/Year                      LHE to Use \_\_\_\_\_

Complete the following based on the course that was banked:

\_\_\_\_\_ Semester/Year    \_\_\_\_\_ CRN                      \_\_\_\_\_ Subject/Number                      \_\_\_\_\_ Title

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

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

<u>Academic Affairs Use Only</u>		
Total Class LHE _____	Total LHE to Bank/Use _____	Cumulative Banked LHE _____
Reviewed by Academic Affairs _____		Date _____
<u>Payroll Use Only</u>		
$\left( \frac{\text{LHE}}{\text{Term Length}} \right) \times 17 = \text{Payroll Unit} \times \$ \text{Hourly Rate} = \$ \text{Total Earnings for CRN}$		
Reviewed by Payroll _____		Date _____
<u>Academic Affairs Use Only</u>		
Vice President of Academic Affairs Signature _____		Date _____
Processed by Academic Affairs _____		Date _____



January 30, 2020

## MEMORANDUM

TO: All AVC

FROM: Dr. Erin Vines, Assistant Superintendent/Vice President of Student Services  
 Dr. Les Uhazy, Assistant Superintendent/Vice President of Academic Affairs

Two handwritten signatures in black ink are present to the right of the "FROM:" line. The top signature appears to be "Erin Vines" and the bottom one appears to be "Les Uhazy".

SUBJECT: Procedure for Enrolling Students in First Two Weeks of Class – Spring 2020

The enrollment procedure for the *first two weeks* (full-term class) of the Spring 2020 semester is outlined in this memo. If you have questions or need help after reading this memorandum, please contact your divisional dean's office.

All students deemed a "NO SHOW" must be dropped on the first day of class (unless previously arranged). Failure to process "no shows" in a timely manner may adversely impact the district's budget, as well as the student's financial status. Financial aid students **will** receive payment if "no shows" are not reported prior to financial disbursements. This could result in the district being required to repay the disbursements for each student who inadvertently receives payment due to the failure of reporting a "no show".

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.

### How to Print Your Class Roster:

1. Go to [www.avc.edu](http://www.avc.edu).
2. Login to your myAVC account.
3. Click the "Faculty" tab. (top of page)
4. Under "Quick Links" (left side of screen), click "Attendance Roster."
5. Select the appropriate term.
6. Select the course. If you have more than one course, there will be a drop down arrow for you to choose the course.
7. Print the roster
8. To print another course roster, close out (X) the current page and you will return to the myAVC homepage

Your class roster includes valuable information about your class including the census date, enrollment maximum, attendance method and important calendar deadline dates.

At the end of the first class, faculty **MUST** send an email to drop "no shows." Enrolled 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 students.** To drop students, faculty must submit the electronic *Instructor No-Show & Drop* forms to Admissions and Records through *myAVC (Attachment 2)*.

### Managing your Class Enrollment:

1. Go to [www.avc.edu](http://www.avc.edu).
2. Login to your myAVC account.
3. Click the "Faculty" tab. (top of page)
4. Under "Quick Links" (left side of screen), click "Attendance Roster."
5. Select the appropriate term.
6. Select the course.

*Add Authorization Codes (AAC) and Waitlist-* When allowing students to enroll in open classes where space is available or where “no shows” leave additional spaces, faculty should use *AAC* and the *Waitlist* found at the bottom of their roster. (*Attachment I*) The *waitlist* includes the student names and ID numbers of those that have enrolled on the waitlist. The waitlist students should be given first priority to add by the faculty. Of course, waitlist students, like all other students that would like to add a class, must attend class on the first day. Students on the *waitlist* should be provided with an *AAC* and instructed to register immediately. Students have the option to use Campus computer labs to validate their *AAC* and submit registration changes online. Students promptly registering gives the faculty an opportunity to ascertain if registration spaces are available before the next class meeting. Do not provide *AAC* to students after the **last day to add**.

The class Capacity (CAP) varies by class and so does the number of students that may be eligible for the *waitlist*. (Waitlist and Enrollment Procedures can be reviewed in the Collective Bargaining Agreement). If it becomes necessary to add more students to the waitlist, do so without using student social security numbers, for security reasons.

Recommended Examples (if additional names to the waitlist become necessary):

- 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.

If there are more students waiting to add the class than seats available, enrolled students should be seated in the classroom. When the maximum mandated by the Fire Marshall is exceeded in any classroom, it will be necessary to ask the waitlist students to leave the classroom. **Be advised that the class maximums have been determined by standards established through Academic Policies & Procedures or by Fire Marshall Regulations for the assignment of classroom space.**

Faculty should monitor their enrollment throughout the semester. 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, you should provide waitlisted students with an *AAC*. Students must attend class to maintain their position on the *waitlist*, or they can be “dropped” from the list. **Reminders: *AAC* expire on the last day to add and may not be provided after that date. Students should be reminded to enroll online using *AAC* immediately.**

## **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-124 and L-214. For assistance in the evening, Monday through Thursday, contact AVC Help Desk on EXT. 6535.

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

Sample Attachments: Attendance Roster with Add Authorization Codes (*AAC*) and Waitlist  
Instructor No-show & Drop Electronic Form



## Attendance Roster with Add Authorization Codes (AAC) and Waitlist

Rosters include waitlist and add authorization codes.

Students must meet all course requirements before being able to waitlist a course. Students can be added to a Waitlist until midnight before the course start date. Students will appear on the waitlist in priority order with a status of “Waitlisted”. When a student receives an email notification of an open seat, the “Notification Sent” status will display on your roster.

Students must use the AAC to register through myAVC once the course begins. AAC are used for on-campus and on-line courses.

### Roster Highlights:

1. **Census Date and Last Day to Add** - Students must enroll using the AAC BEFORE the last day to add the course. These dates are displayed on the roster.
2. **Last Day to Drop** – The last day a student may withdraw or the faculty may drop a student from the course.
3. **Max Enroll** – The maximum number of students who can be enrolled into the course. Exceeding this number could result in a violation of the Fire Marshall Code.
4. **AAC Codes:**
  - 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. 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.
5. **Waitlists** - have been added to the roster showing student’s name and e-mail on the waitlist. Faculty should give waitlisted students the first opportunity to add, but if there are more seats available than waitlisted students, or if waitlisted students do not attend the first day of class, then other students may be added.
6. **Have questions?** Please contact your division office or Admissions and Records.

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* or *Waitlist* to bypass restrictions.

## Attendance Roster

Antelope Valley College  
Spring 2019  
Full Term

Census Date: 19 FEB 2019

CRN	SUBJ	CRSE	SEC	CREDITS	CL	LEVEL(S)
17142	HD	101	0L4	3.00		UG

**COLLEGE AND LIFE MANAGEMENT**

INSTRUCTOR(S) - (Primary)	TYPE	DAYS	TIME	BUILDING	ROOM
Adms: [REDACTED]	AVC Dist Ed: Online	M	-	ONLINE	

Last day to ADD class: 18 FEB 2019  
 Last day to drop with a REFUND: 14 FEB 2019  
 Last day to drop WITHOUT "W": 14 FEB 2019  
 Last day to drop WITH "W": 05 MAY 2019

DIVISION: Counseling/Matriculation  
 ATND. METHOD: Ind Study - weekly  
**MAXENROLL: 35**

Student Name	ID	Reg	Cr	AAC*	Week							Week										
					M	T	W	R	F	S	M	T	W	R	F	S						
1 Ab [REDACTED]	900 [REDACTED]	RW	3.00																			
2 Bar [REDACTED]	900 [REDACTED]	RW	3.00																			
3 Bar [REDACTED]	900 [REDACTED]	RW	3.00																			
4 Cruz [REDACTED]	900 [REDACTED]	RW	3.00																			
5 Fa [REDACTED]	900 [REDACTED]	RW	3.00																			
41																						
42																						
43																						
44																						
45																						

Attendance Key: \* = Present    - = Absent    T = Tard

Registration Code Key:  
 RE, RR, RH, RW — student is registered in course  
 FW, WD, WW — student has withdrawn from course  
 For other registration codes, please contact Admissions & Records

Instructor's Signature

CRN	SUBJ	CRSE	SEC	CREDITS	CL	LEVEL(S)
17142	HD	101	0L4	3.00		UG

**Add Authorization Codes**

AAC#	Student Name	ID	Date
2YGVR			
80DRH			
A7XE0Y			
CBTTE			
F7UN3E			
F08SG7			
LICAT6			
87AF93			
W3SRX5			
YED72Q			

All available codes are shown above

Generated	Used by Students	Available
10	0	10

**Waitlist**

Seq	ID	Student Name	Email	Status
No waitlist found for this class				

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

## Instructor No-show & Drop Form

**To Access the form:**

- Go to [www.avc.edu](http://www.avc.edu).
- Login to your myAVC account.
- Click the "Faculty" tab. (top of page)
- Under "Quick Links" (left side of screen), click "No-show & Drop Form."
- Select the appropriate term/semester.
- Select the course. If you are teaching more than one course, there will be a drop down arrow for you to choose the course.
- Click the box next to the student's name who is a "No-show," (For student drops later in the semester, include the last date of attendance)
- Type in your name to confirm the information, and click submit.

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.

### Instructor No-show & Drop Form

**Course Information**

College and Life Management: HD 101 OL4

CRN: 37142

Days Time Bldg/Rm  
M - ONLINE

**Important Dates**

	Date
Last day to ADD class:	18-FEB-19
Last date to drop with a REFUND:	18-FEB-19
Last date to drop WITH a "W":	18-FEB-19
Last date to drop WITH a "W":	03-MAY-19

**Summary Class List**

Record Number	Student Name	ID	No Show (Check box)	Drop (Enter last date of attendance -)
1	Abril, Alina M.	900329746	<input type="checkbox"/>	<input type="text"/>
2	Banuelos, Natalie	900318340	<input type="checkbox"/>	<input type="text"/>
3	Browne-Cowen, Shareece L.	900023645	<input type="checkbox"/>	<input type="text"/>

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:

**X** 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.

## **ALL FACULTY, PLEASE READ THE FOLLOWING:**

Just a friendly reminder: To further serve our students, please include the following paragraph in your syllabus. If you have already printed your syllabus, please announce this information or provide it by other means to your class. It's intent is to inform our students of the general impact of AB 705 and to make students aware of the type of college support available to them should they encounter difficulties related to English, reading and mathematics. Thank you!

***“Based on statewide research and the newly enacted AB 705 legislation, Antelope Valley College students are eligible to begin English and mathematics courses at the transfer-level. This is a new process for AVC students that uses high school coursework, grades and grade point average to place students into English and mathematics courses. We want to remind you of the various resources available for academic assistance including workshops and tutoring in the Learning Center and arithmetic to calculus support in the Math Computer Lab in ME 100. To see a complete list of English, reading and mathematics workshops, visit <https://www.avc.edu/student-services/lc/>. We encourage you to visit the Math Computer Lab and use these resources for support with your courses. Do not hesitate to ask for help, and we hope you have a great semester!”***

### 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**    Date \_\_\_\_\_

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

**Please circle the response that most closely reflects your opinion. Use the back of this page to tell us more about any of your responses.**

1	Did the instructor provide a syllabus during the first week of class?	Y	N				
2	Is the instructor available during scheduled office hours?	Y	N	N/A (I don't know)			
		<b>Strongly Agree</b>	<b>Agree</b>	<b>Neither Agree nor Disagree</b>	<b>Dis-agree</b>	<b>Strongly Disagree</b>	<b>No observation; Not Applicable</b>
3	The objectives, grading policy and expectations for the course are clearly explained in the syllabus.	5	4	3	2	1	N/A
4	The grading system in this course is applied fairly and consistently to the work I do in the class.	5	4	3	2	1	N/A
5	The instructor returns graded materials quickly enough to benefit my learning.	5	4	3	2	1	N/A
6	The instructor generally respects the time schedule? (e.g. starts and ends class on time, meets for the full period, rarely cancels class).	5	4	3	2	1	N/A
7	I am comfortable asking questions of this instructor.	5	4	3	2	1	N/A
8	I am encouraged to participate in class.	5	4	3	2	1	N/A
9	The instructor is interested in my improvement and learning.	5	4	3	2	1	N/A
10	The instructor explains material and answers questions clearly and thoroughly.	5	4	3	2	1	N/A
11	The assignments and activities in this course enhance my learning.	5	4	3	2	1	N/A
12	The instructor gives constructive feedback on my performance.	5	4	3	2	1	N/A

MORE QUESTIONS ON NEXT PAGE

Student Evaluation-Classroom Page 1 of 2

13	The instructor helps me to think critically within this discipline or subject matter.	5	4	3	2	1	N/A
----	---	---	---	---	---	---	-----

14	The instructor showed respect for me and my classmates regardless of national origin, religion, age, gender, gender identity, gender expression, race, or ethnicity, color, medical condition, genetic information, ancestry, sexual orientation, marital status, physical or mental disability, pregnancy, Vietnam Veteran status, or because he or she is perceived to have one or more of the foregoing characteristics, or based on association with a person or group with one or more of these actual or perceived characteristics.	5	4	3	2	1	N/A
		<b>Excellent</b>	<b>Good</b>	<b>Average</b>	<b>Below Average</b>	<b>Poor</b>	
15	My overall rating of this instructor is:	5	4	3	2	1	

16) Please describe the strengths of this instructor. Try to be specific and give examples. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

17) How can the instruction for this course be improved? \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Please use the space below to expand on any of the questions on the front side that you feel needs additional explanation: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Antelope Valley College  
**Student Evaluation of Classroom Instructor (Online)**

Date \_\_\_\_\_

Name of Instructor: \_\_\_\_\_ Course Title: \_\_\_\_\_

**Please circle the response that most closely reflects your opinion. Use the back of this page to tell us more about any of your responses.**

		Y	N				
		Y	N	N/A I don't know			
		<b>Strongly Agree</b>	<b>Agree</b>	<b>Neither Agree nor Disagree</b>	<b>Disagree</b>	<b>Strongly Disagree</b>	<b>No observation; Not Applicable</b>
1	Did the instructor provide a syllabus during the first week of class?						
2	Is the instructor available during scheduled office hours?						
3	The objectives, grading policy and expectations for the course are clearly explained in the syllabus.	5	4	3	2	1	N/A
4	The grading system in this course is applied fairly and consistently to the work I do in the class.	5	4	3	2	1	N/A
5	The instructor returns graded materials quickly enough to benefit my learning.	5	4	3	2	1	N/A
6	The instructor generally responds to e-mails or questions within 2 business days.	5	4	3	2	1	N/A
7	I am comfortable asking questions of this instructor.	5	4	3	2	1	N/A
8	I am encouraged to participate in class.	5	4	3	2	1	N/A
9	The instructor is interested in my improvement and learning.	5	4	3	2	1	N/A
10	Information and course materials are well organized.	5	4	3	2	1	N/A
11	Information and course materials are easy to locate.	5	4	3	2	1	N/A
12	The instructor presents material and answers questions clearly and thoroughly.	5	4	3	2	1	N/A
13	The assignments and activities in this course enhance my learning.	5	4	3	2	1	N/A

**MORE QUESTIONS ON THE NEXT PAGE**

Page 1 of 2

14	The instructor gives me constructive feedback on my performance.	5	4	3	2	1	N/A
15	The instructor helps me to think critically within this discipline or subject matter.	5	4	3	2	1	N/A
16	The instructor shows respect for me and for my classmates, regardless of national origin, religion, age, gender, gender identity,	5	4	3	2	1	N/A

APPENDIX - I -



	gender expression, race, or ethnicity, color, medical condition, genetic information, ancestry, sexual orientation, marital status, physical or mental disability, pregnancy, Vietnam Veteran status, or because he or she is perceived to have one or more of the foregoing characteristics, or based on association with a person or group with one or more of these actual or perceived characteristics.						
		<b>Excellent</b>	<b>Good</b>	<b>Average</b>	<b>Below Average</b>	<b>Poor</b>	
17	My overall rating of this instructor is:	5	4	3	2	1	

18) Please describe the strengths of this instructor. Try to be specific and give examples. \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

19) How can the instruction of this course be improved? \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Please use the space below to expand on any of the questions on the front side that you feel needs additional explanation: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Student Evaluation of Counseling Faculty**

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

**Please circle the response that most closely reflects your opinion. Use the back of this page to tell us more about any of your responses.**

		Y	N				
		Y	N				
		<b>Strongly Agree</b>	<b>Agree</b>	<b>Neither Agree nor Disagree</b>	<b>Disagree</b>	<b>Strongly Disagree</b>	<b>No observation; Not Applicable</b>
1	Was the counselor available for my scheduled appointment?						
2	Did the counselor suggest additional resources?						
3	The counselor clearly explained my assessment results and course placement(s).	5	4	3	2	1	N/A
4	The counselor clearly explained my Student Education Plan.	5	4	3	2	1	N/A
5	The counselor was prepared for our session.	5	4	3	2	1	N/A
6	The counselor clearly explained major and/or career requirements.	5	4	3	2	1	N/A
7	I was comfortable asking questions of this counselor.	5	4	3	2	1	N/A
8	The counselor listened well.	5	4	3	2	1	N/A
9	The counselor showed interest in my improvement and learning.	5	4	3	2	1	N/A
10	The counselor understood my needs.	5	4	3	2	1	N/A
11	The counselor helped me understand what I need to do to achieve my goals.	5	4	3	2	1	N/A
12	I am encouraged to continue my education.	5	4	3	2	1	N/A
13	The counselor showed respect for all individuals regardless of national origin, religion, age, gender, gender identity, gender expression, race, or ethnicity, color, medical condition, genetic information, ancestry, sexual orientation, marital status, physical or mental disability, pregnancy, Vietnam Veteran status, or because he or she is perceived to have one or more of the foregoing characteristics, or based on association with a person or group with one or more of these actual or perceived characteristics.	5	4	3	2	1	N/A

**MORE QUESTIONS ON NEXT PAGE**

		Excellent	Good	Average	Below Average	Poor	
14	My overall rating of this counselor is:	5	4	3	2	1	

15) Please describe the strengths of this counselor. Try to be specific and give examples.

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16) How could the counselor have served you better in this counseling session?

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

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### STUDENT EVALUATION OF LIBRARY PRESENTATION

**Librarian:** \_\_\_\_\_

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

Please check “yes” or “no” to answer the following questions:

1. The librarian provided me with the appropriate information to meet the research needs for this course.
2. The librarian provided me with the research methods I need to find books and periodicals in the library.
3. The librarian’s presentation was organized and clear.
4. I knew how to find print and electronic resources in the library before this presentation.
5. I feel less confused about finding library resources than before this presentation.
6. I learned something new about using the library or accessing resources from this presentation.
7. I took the following tutorials before this presentation (check all that apply):

- \_\_\_\_ Research Tutorial
- \_\_\_\_ Catalog Tutorial
- \_\_\_\_ Journal Tutorial
- \_\_\_\_ EBSCO Discovery Service Tutorial

8. The tutorial(s) helped me understand how to do research and use the library.

9. Comments:

	<u>Yes</u>	<u>No</u>
	_____	_____
	_____	_____
	_____	_____
	_____	_____
	_____	_____
	_____	_____
	_____	_____

### Student Evaluation of Library Faculty

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

**Please circle the response that most closely reflects your opinion. Use the back of this page to tell us more about any of your responses.**

1	Did the librarian provide instruction in the use of the library catalog?	Y	N	N/A			
2	Did the librarian provide instruction in the use of periodical databases?	Y	N	N/A			
3	Did the librarian suggest other resources to continue your research?	Y	N				
4	Did the librarian invite you to come back if you needed more help?	Y	N				
		<b>Strongly Agree</b>	<b>Agree</b>	<b>Neither Agree nor Disagree</b>	<b>Disagree</b>	<b>Strongly Disagree</b>	<b>No Observation Not applicable</b>
5	The librarian helped me learn how to find the information I needed.	5	4	3	2	1	N/A
6	I am satisfied with the help that I received from this librarian.	5	4	3	2	1	N/A
7	I was comfortable asking questions of this librarian.	5	4	3	2	1	N/A
8	The librarian listened well.	5	4	3	2	1	N/A
9	The librarian showed interest in helping me.	5	4	3	2	1	N/A
10	The librarian understood my research needs.	5	4	3	2	1	N/A
11	The librarian helped me improve my research skills.	5	4	3	2	1	N/A
12	The librarian was knowledgeable.	5	4	3	2	1	N/A
13	The librarian showed respect for all individuals regardless of national origin, religion, age, gender, gender identity, gender expression, race, or ethnicity, color, medical condition, genetic information, ancestry, sexual orientation, marital status, physical or mental disability, pregnancy, Vietnam Veteran status, or because he or she is perceived to have one or more of the foregoing characteristics, or based on association with a person or group with one or more of these actual or perceived characteristics..	5	4	3	2	1	N/A

**MORE QUESTIONS ON NEXT PAGE**

Student Evaluation of Library Faculty Page 1 of 2

14	My overall rating of this librarian is:	5	4	3	2	1	
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15) Please describe the strengths of this librarian. Try to be specific and give examples.

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16) How could this librarian have served you better?

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Please use the space below to expand on any of the questions on the front side that you feel needs additional explanation: \_\_\_\_\_

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Student Evaluation of Learning/Specialist Faculty

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

Date \_\_\_\_\_

Please circle the response that most closely reflects your opinion. Use the back of this page to tell us more about any of your responses.

		Y	N				
		Strongly Agree	Agree	Neither Agree nor Disagree	Disagree	Strongly Disagree	No observation; Not Applicable
1	Did the specialist suggest additional resources?						
2	Did the specialist invite you to come back if you needed more help?						
3	The specialist clearly and accurately explained the information I needed.	5	4	3	2	1	N/A
4	I am satisfied with the help that I received from this specialist.	5	4	3	2	1	N/A
5	I was comfortable asking questions of this faculty member.	5	4	3	2	1	N/A
6	The specialist listened well.	5	4	3	2	1	N/A
7	The specialist showed interest in helping me.	5	4	3	2	1	N/A
8	The specialist understood my needs.	5	4	3	2	1	N/A
9	The specialist helped me to think critically within this discipline or subject matter.	5	4	3	2	1	N/A
10	The specialist was knowledgeable.	5	4	3	2	1	N/A
11	The specialist was organized.	5	4	3	2	1	N/A
12	The specialist assisted me efficiently.	5	4	3	2	1	N/A
13	The specialist showed respect for all individuals regardless of national origin, religion, age, gender, gender identity, gender expression, race, or ethnicity, color, medical condition, genetic information, ancestry, sexual orientation, marital status, physical or mental disability, pregnancy, Vietnam Veteran status, or because he or she is perceived to have one or more of the foregoing characteristics, or based on association with a person or group with one or more of these actual or perceived characteristics.	5	4	3	2	1	N/A

**MORE QUESTIONS ON THE NEXT PAGE**

Page 1 of 2

		Excellent	Good	Average	Below Average	Poor	
14	My overall rating of this specialist is:	5	4	3	2	1	

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

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16) How could this specialist have served you better?

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

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**Academic Affairs  
Schedule Preference Sheet**

FIRST AND LAST NAME	SELECT TERM	MONTH	/ DATE /	YEAR
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**FULL-TIME FACULTY: Base Load**

*Please list the courses and times you would like to teach for your base load (as close to 15 LHE as possible).*

Discipline	Course	M	T	W	R	F	S	Campus/Online	Time (drop-down menus)			LHE		
Discipline	Course#	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	LAN <input type="checkbox"/> PD <input type="checkbox"/> OL <input type="checkbox"/> FF <input type="checkbox"/>	HR :	MINS	to	HR :	MINS	#LHE
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	LAN <input type="checkbox"/> PD <input type="checkbox"/> OL <input type="checkbox"/> FF <input type="checkbox"/>	HR :	MINS	to	HR :	MINS	#LHE
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	LAN <input type="checkbox"/> PD <input type="checkbox"/> OL <input type="checkbox"/> FF <input type="checkbox"/>	HR :	MINS	to	HR :	MINS	#LHE
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	LAN <input type="checkbox"/> PD <input type="checkbox"/> OL <input type="checkbox"/> FF <input type="checkbox"/>	HR :	MINS	to	HR :	MINS	#LHE
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	LAN <input type="checkbox"/> PD <input type="checkbox"/> OL <input type="checkbox"/> FF <input type="checkbox"/>	HR :	MINS	to	HR :	MINS	#LHE
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	LAN <input type="checkbox"/> PD <input type="checkbox"/> OL <input type="checkbox"/> FF <input type="checkbox"/>	HR :	MINS	to	HR :	MINS	#LHE
													Base LHE	TOTAL

**ADJUNCT FACULTY/FT OVERLOAD**

*Please list the courses and times you would like to teach in order of preference. Adjunct faculty load limits are 10 LHE for Fall/Spring/Summer and 8 LHE for Intersession. Overload limits for full-time faculty are 10 LHE for Fall/Spring/Summer and 8 LHE for Intersession.*

Discipline	Course	M	T	W	R	F	S	Campus/Online	Time (drop-down menus)			LHE		
Discipline	Course#	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	LAN <input type="checkbox"/> PD <input type="checkbox"/> OL <input type="checkbox"/> FF <input type="checkbox"/>	HR :	MINS	to	HR :	MINS	#LHE
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	LAN <input type="checkbox"/> PD <input type="checkbox"/> OL <input type="checkbox"/> FF <input type="checkbox"/>	HR :	MINS	to	HR :	MINS	#LHE
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	LAN <input type="checkbox"/> PD <input type="checkbox"/> OL <input type="checkbox"/> FF <input type="checkbox"/>	HR :	MINS	to	HR :	MINS	#LHE
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	LAN <input type="checkbox"/> PD <input type="checkbox"/> OL <input type="checkbox"/> FF <input type="checkbox"/>	HR :	MINS	to	HR :	MINS	#LHE
													Overload LHE	TOTAL

**Please select the time blocks you are available to teach.**

Morning (8 – 12)  Afternoon (12 – 4)  Evening (4 – 10)

Are there any other courses that you would be willing to teach? Yes  No

Are there any courses that you would prefer not to teach? Yes  No

If the need were to arise, would you be willing to teach any additional courses beyond your base load or overload limits? Yes  No

Signature \_\_\_\_\_

DEADLINE FOR SUBMISSION – \_\_\_\_\_

**PREFERENCES MAY NOT BE CONSIDERED AFTER THE DUE DATE**

## ANTELOPE VALLEY COLLEGE Observation Report

Evaluatee:	Observation Date:
Evaluator:	Observation Announced <input type="checkbox"/> Unannounced <input type="checkbox"/>
Course/Activity:	Location:
Time observation began:                  Time ended:	Discussion Date:

After discussion with the evaluatee, the signed report is forwarded to the chair of the committee and the evaluatee is provided with a copy.

Summarize the materials covered and/or the activities taking place during the observation:

Note particular strengths observed:

Note any areas that could be improved and include suggestions:

Note any areas that may lead to an unsatisfactory rating and include suggestions:

Concluding remarks:

This report and any attachments were read and discussed by the evaluator and evaluatee, as indicated by their signatures below.

Evaluatee	Date	Evaluator	Date
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valuee's signature acknowledges receipt of a copy of the evaluation and does not necessarily signify agreement. The evaluatee may append comments to this report within 5 working days.

Antelope Valley College  
Peer Input Form

Name of Faculty Member being Evaluated:	Date:
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**Please check the box that most closely reflects**

**your opinion:**

5 = Strongly Agree 4 = Agree 3 = Neither Agree nor Disagree 2 = Disagree 1 = Strongly Disagree

N/A = No Observation / Not Applicable

		5	4	3	2	1	N/A
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 strives for professional and academic growth.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4	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"/>
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 responds to work-related phone calls, email or requests.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7	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"/>
8	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"/>
9	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"/>
10	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"/>
11	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"/>
12	The faculty member shows respect for all individuals regardless of national origin, religion, age, gender, gender identity, gender expression, race, or ethnicity, color, medical condition, genetic information, ancestry, sexual orientation, marital status, physical or mental disability, pregnancy, Vietnam Veteran status, or because he or she is perceived to have one or more of the foregoing characteristics, or based on association with a person or group with one or more of these actual or perceived characteristics.	<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.

<b>Evaluee</b>	<b>Date</b>
<b>Committee chair</b>	<b>Date</b>
<b>Committee member</b>	<b>Date</b>
<b>Committee member</b>	<b>Date</b>

**Dean's Faculty Participation Report**

This form is for the Dean to assist the evaluation team in evaluating the criterion: "Fulfillment of responsibilities to colleagues, discipline/department, division and college and respect for colleagues and the teaching profession" (Section 2.6.3 in Article VIII of Certificated Collective Bargaining Agreement).

**Name of Faculty Being Evaluated:** \_\_\_\_\_

**Term and Year** (e.g. fall 2017): \_\_\_\_\_

Please place an "X" in the box that most accurately answers each question. If you wish to explain an answer, please elaborate on the reverse of this form.

	Yes	No	N/A
<b>Pertaining to FULL TIME faculty only:</b>			
1. Attends division meetings?			
2. Attends department meetings? (If applicable)			
3. Participates in course revision/textbook selection? (If applicable)			
4. Participates in program review?			
5. Overall, does the faculty member fulfill their responsibilities to the college pursuant to Article X, Section 3.2?			
<b>Pertaining to ALL faculty:</b>			
6. Census forms submitted on time? (If applicable)			
7. Syllabus provided to division office in a reasonable time? (If applicable)			
8. FPD plan submitted by due date?			
9. Completed the mandatory online emergency training?			
10. Participated in emergency drills that were held while on campus?			
11. Submitted textbook requisition order on time? (If applicable)			
12. Submitted grades on time? (If applicable)			
13. SLOs assessment data are entered or submitted by designated due date? (If applicable)			

(Dean Participation 7/17)

**SIGNATURES:**

\_\_\_\_\_  
**Dean**

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

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

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

\_\_\_\_\_  
**Committee Chair**

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

**Evaluee's and Committee Chair's signatures acknowledge receipt of a copy of the Dean's Participation Report and do not necessarily signify agreement. The evaluee and Committee Chair may append comments to this report within 5 working days.**

## 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:

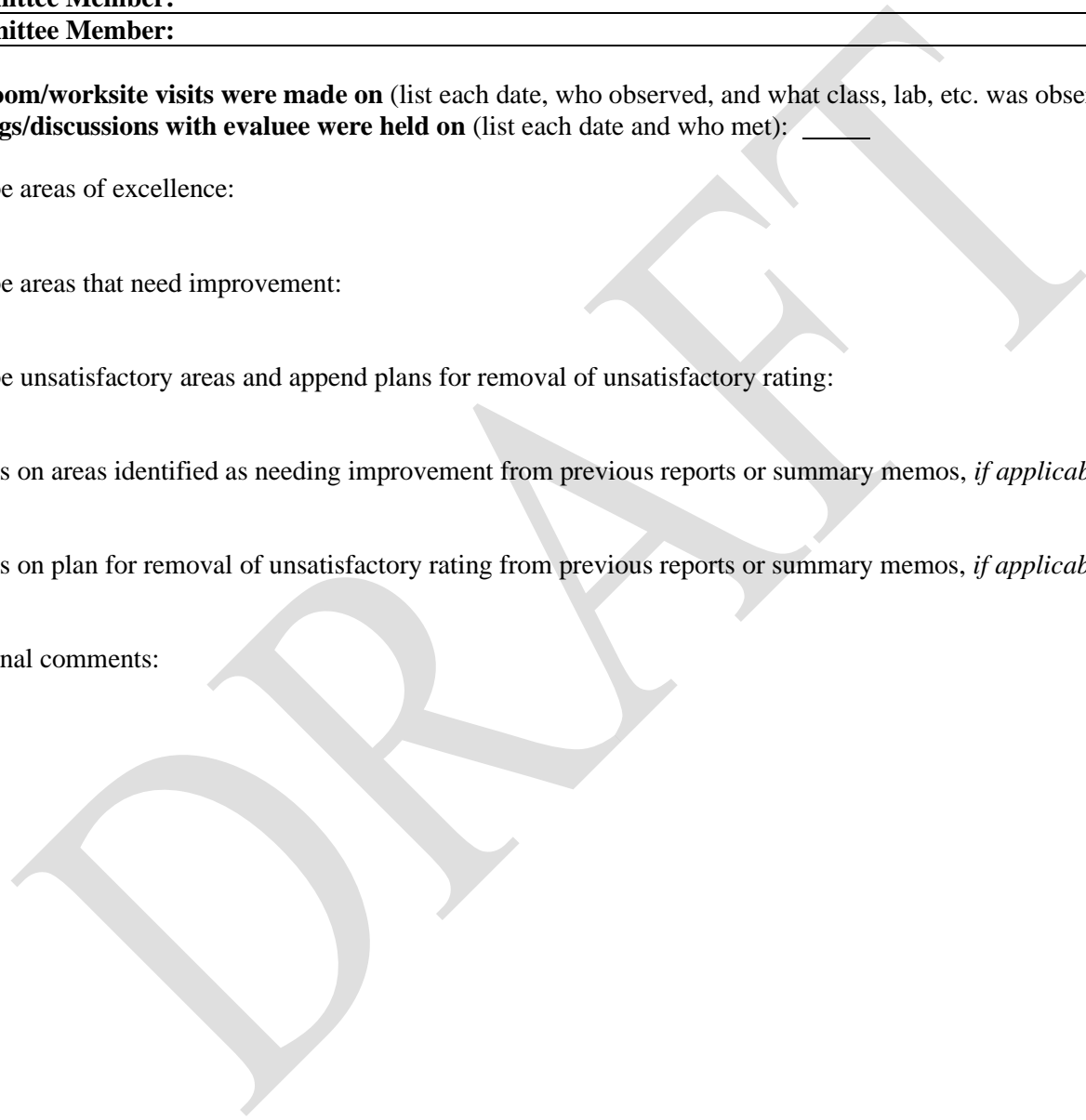
Describe areas that need improvement:

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.

DRAFT



## CONTRACT FACULTY EVALUATION FORM

**Contract Faculty Member being evaluated:**

**Department** \_\_\_\_\_ **Division** \_\_\_\_\_  
**Report Semester (check one):** 1<sup>st</sup>  3<sup>rd</sup>  6<sup>th</sup>  7<sup>th</sup>   
**Date of Report** \_\_\_\_\_ **Unsigned draft**   
**Committee Chair** \_\_\_\_\_ **Final signed form**   
**Committee Members** \_\_\_\_\_

**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):

**Rating Criteria:**

A faculty member must receive a rating of “Meets Criteria” or “Exceeds Criteria” in the “Summary” of each Areas I through IV in order to receive a rating of “Meets Criteria” or “Exceeds Criteria” for the overall evaluation (Area V). Assessment is based upon, but not limited to: classroom observations, self-evaluation narrative, student and peer evaluations, classroom materials and Deans Faculty Participation Report.

For specific observation behaviors and materials to consider regarding the criteria in each area, see the Supplemental Evaluation Criteria List.

<b>E</b>	<b>EXCEEDS CRITERIA</b>	Exceeds standards for given criteria and consistently exhibits exceptional ability.
<b>M</b>	<b>MEETS CRITERIA</b>	Meets standards for given criteria and is consistently effective and productive.
<b>NI</b>	<b>NEEDS IMPROVEMENT</b>	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>	Failed to meet standards for given criteria. (An unsatisfactory rating indicates considerable lack of effectiveness, a problem that could result in recommendation to not rehire.)



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

	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 V, 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"/>
E. Course syllabi and course content accurately reflect the content of the current Course Outline(s) of Record (COR).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**SUMMARY ASSESSMENT JOB PERFORMANCE**

	E	M	NI	U
Job Performance overall assessment:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Assessment of job performance should include: written materials, classroom observation, and faculty self-evaluation. (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 Educational Plans, etc.; for librarians and specialists, provide an overall assessment of workshop materials.) *Written comments are required.*

If applicable, written assessment of work performed during reassigned time, should be provided in this area. 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.*

Brief description of performance in Area I that exceed criteria (bullet points are acceptable).

Brief description of performance in Area I that meet criteria (bullet points are acceptable):

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 Area I.*

Description of unsatisfactory areas in job performance. *Written comments are required for any U checked in the criteria for Area I. Plan(s) for Removal of Unsatisfactory Rating must be attached.*

Are any plans attached? Yes  No

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

	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"/>

**SUMMARY ASSESSMENT STUDENT INTERACTION**

	E	M	NI	U
Student Interaction overall assessment:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Provide an overall assessment and interpretation of the student evaluations; may include the classroom observation and faculty self-evaluation. *Written comments are required.*

Brief description of performance in Area II that exceed criteria (bullet points are acceptable):

Brief description of performance in Area II that meet criteria (bullet points are acceptable):

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 Area 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 Area II. Plan(s) for Removal of Unsatisfactory Rating must be attached.*

Are any plans attached? Yes  No

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

	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"/>

SUMMARY ASSESSMENT RESPONSIBILITIES TO COLLEAGUES, DISCIPLINE/DEPARTMENT, DIVISION, AND COLLEGE

	E	M	NI	U
Campus responsibilities overall assessment:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Provide an overall assessment and interpretation based upon peer input, Contract Faculty Self-Reflection, and Dean’s Faculty Participation Report. Include classified input *only if applicable*. *Written comments are required*.

Brief description of performance in Area III that meet criteria (bullet points are acceptable):

Brief description of performance in Area III that exceed criteria (bullet points are acceptable):

Description of areas needing improvement regarding fulfilling 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 Area 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 Area III.*

Plan(s) for Removal of Unsatisfactory Rating must be attached.

Are any plans attached? Yes  No

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

	E	M	NI	U
A. Participation in professional activities, for example: coursework, attendance and/or presentation at workshops, seminars, professional meetings; publications; creative performances; 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"/>

**SUMMARY ASSESSMENT PROFESSIONAL GROWTH**

	E	M	NI	U
Professional growth overall assessment:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Brief description of performance in Area IV that meet criteria (bullet points are acceptable):

Brief description of performance in Area IV that exceed criteria (bullet points are acceptable):

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

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

Plan(s) for Removal of Unsatisfactory Rating must be attached.

Are any plans attached? Yes  No

**AREA V. CONCLUSIONS AND FINDINGS**

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

Progress on plans for removal of unsatisfactory rating from previous Contract Faculty Evaluation Form(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

0 in agreement with recommendation

0 not in agreement with recommendation

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

If early tenure is 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

## All Faculty Self Evaluation

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

**The purpose of this document is to have you reflect on your teaching and professional practices. Discuss both your strengths and areas you would like to develop in each question.**

- 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. Discuss some notable aspects of your job performance in classroom teaching, counseling, librarianship, or other specialized job duties. Below are areas you should address, if applicable:**
  - Currency and depth of knowledge in teaching field or job duties (Article VIII, 2.5.1.a)
  - Use of teaching methods and materials challenging to the students and appropriate to the subject matter or service area (Article VIII, 2.5.1.b)
  - Careful attention to effective organization and communication skills (Article VIII, 2.5.2.c)
  - 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 (Article VIII, 2.5.2.d)
  - Class activities, assignments, projects, and exams
  - Use of technology
  - Course or program revisions
  - Encouraging critical thinking
  - Teaching philosophy and methodology
- 3. In terms of classroom instruction, reflect on what you have learned about student learning needs and your own teaching from the assessment of SLOs and other data. What have you or will you implement as a result of your reflection? (For faculty who are not in the classroom, interpret this question as it relates to your assignment.)**
- 4. Summarize and respond to current student evaluations. Describe ways in which you encourage communication between yourself and your students. Below are some areas you should address:**

- Patience, fairness, and promptness in the evaluation and discussion of student work (Article VIII, 2.5.2.a)
- Sensitivity and responsiveness to the needs of individual students and their special circumstances (Article VIII, 2.5.2.b)
- Sensitivity to diversity (Article VIII, 2.5.2.c)
- Availability to students during scheduled office hours/scheduled appointments (Article VIII, 2.5.2.d) – only applies to adjunct faculty to the extent that they are compensated for office hours/scheduled appointments
- Suggestions from students for improvement
- Changes you plan to implement based on the student evaluations

**5. In what ways do you fulfill your responsibilities to the college other than your primary job duties? Below are some areas you should address:**

- Required for full-time faculty only and optional for part-time faculty: your obligation to commit 1-5 hours for district / community service and shared governance per week (see Article X. 3.0)
- Acknowledging and defending free inquiry in the exchange of criticism and ideas (Article VIII, 2.5.3.a)
- Striving to be objective in their professional judgment of colleagues (Article VIII, 2.5.3.b)
- Demonstrating tolerance for diverse perspectives (Article VIII, 2.5.3.c)
- Working in the spirit of cooperation to develop and maintain a collegial atmosphere among faculty and staff (Article VIII, 2.5.3.d)
- Participating in and fulfilling governance/service responsibilities such as attending division meetings, curriculum revision, and committee work (Article VIII, 2.5.3.e) including shared governance committees, standing committees, Ad hoc committees, or task forces – only applies to adjunct faculty to the extent that they are compensated for office hours/scheduled appointments
- College planning activities
- Organizing special events, student activities, or advising student clubs

**6. 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. Below are some areas you should address:**

- Participation in professional activities such as coursework, attendance at workshops, seminars, professional meetings, and development of new curricula (Article VIII, 2.5.4.a)
- Other appropriate activities (Article VIII, 2.5.4.b), which may include:
  - Faculty Professional Development presentations / activities
  - Conferences / continuing education
  - Scholarly research or presentations given



- 7. Summarize and respond to peer input.
- 8. Describe how your job performance can be improved.
- 9. Describe any barriers that might be obstructing the achievement of objectives.
- 10. Analyze assistance that others can provide in improving your performance.
- 11. Any other information you consider relevant to the evaluation of your job performance, including any portions of Article VIII, 2.5 not already addressed.

**Self-evaluation form signatures:**

Evaluatee	Date
Supervising Educational Administrator	Date
Tenured Peer, Tenure Review, or Adjunct Review Committee Member	Date
Tenured Peer, Tenure Review, or Adjunct Review Committee Member	Date



## TENURED FACULTY EVALUATION FORM

Tenured Faculty Member being evaluated:	
Department	Division
Type of Evaluation	
Date of Report	
Educational Administrator	
Faculty member	
Faculty member	

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):

**Rating Criteria:**

A faculty member must receive a rating of “Meets Criteria” or “Exceeds Criteria” in the “Summary” of each Areas I through IV in order to receive a rating of “Meets Criteria” or “Exceeds Criteria” for the overall evaluation (Area V). Assessment is based upon, but not limited to: classroom observations, self-evaluation narrative, student and peer evaluations, classroom materials and Deans Faculty Participation Report.

For specific observation behaviors and materials to consider regarding the criteria in each area, see the [Supplemental Evaluation Criteria List](#).

<b>E</b>	<b>EXCEEDS CRITERIA</b>	Exceeds standards for given criteria and consistently exhibits exceptional ability.
<b>M</b>	<b>MEETS CRITERIA</b>	Meets standards for given criteria and is consistently effective and productive.
<b>NI</b>	<b>NEEDS IMPROVEMENT</b>	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>	Failed to meet standards for given criteria. (An unsatisfactory rating indicates considerable lack of effectiveness, a problem that could result in recommendation to not rehire.)

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

	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 V, 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"/>
E. Course syllabi and course content accurately reflect the content of the current Course Outline(s) of Record (COR).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**SUMMARY ASSESSMENT JOB PERFORMANCE**

	E	M	NI	U
Job Performance overall assessment:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Assessment of job performance should include: written materials, classroom observation, and faculty self-evaluation. (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 Educational Plans, etc.; for librarians and specialists, provide an overall assessment of workshop materials.) *Written comments are required.*

If applicable, written assessment of work performed during reassigned time, should be provided in this area. 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.*

Brief description of performance in Area I that exceed criteria (bullet points are acceptable).

Brief description of performance in Area I that meet criteria (bullet points are acceptable):

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 Area I.*

Description of unsatisfactory areas in job performance. *Written comments are required for any U checked in the criteria for Area I. Plan(s) for Removal of Unsatisfactory Rating must be attached.*

Are any plans attached? Yes  No

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

	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"/>

**SUMMARY ASSESSMENT STUDENT INTERACTION**

	E	M	NI	U
Student Interaction overall assessment:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Provide an overall assessment and interpretation of the student evaluations; may include the classroom observation and faculty self-evaluation. *Written comments are required.*

Brief description of performance in Area II that exceed criteria (bullet points are acceptable):

Brief description of performance in Area II that meet criteria (bullet points are acceptable):

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 Area 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 Area II. Plan(s) for Removal of Unsatisfactory Rating must be attached.*

Are any plans attached? Yes  No

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

	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 perspectives.	<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"/>

SUMMARY ASSESSMENT RESPONSIBILITIES TO COLLEAGUES, DISCIPLINE/DEPARTMENT, DIVISION, AND COLLEGE

	E	M	NI	U
Campus responsibilities overall assessment:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Provide an overall assessment and interpretation based upon peer input and Dean’s Faculty Participation Report. Include classified input *only if applicable*. *Written comments are required.*

Brief description of performance in Area III that exceed criteria (bullet points are acceptable):

Brief description of performance in Area III that meet criteria (bullet points are acceptable):

Description of areas needing improvement regarding fulfilling 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 Area III.*

Description of unsatisfactory areas regarding fulfillment of responsibilities to colleagues, discipline/department, division, and colleague and respect for colleagues and the teaching profession. *Written comments are required for any U checked in the criteria for Area III.* Plan(s) for Removal of Unsatisfactory Rating must be attached.

Are any plans attached? Yes  No

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

	E	M	NI	U
A. Participation in professional activities, for example: coursework, attendance and/or presentation at workshops, seminars, professional meetings; publications; creative performances; 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"/>

**SUMMARY ASSESSMENT PROFESSIONAL GROWTH**

	E	M	NI	U
Professional growth overall assessment:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Brief description of performance in Area IV that exceed criteria (bullet points are acceptable):

Brief description of performance in Area IV that meet criteria (bullet points are acceptable):

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

Description on areas that are unsatisfactory regarding continued professional growth. *Written comments are required for any U checked in the criteria for Area IV.* Plan(s) for Removal of Unsatisfactory Rating must be attached.

Are any plans attached? Yes  No

**AREA V. CONCLUSIONS AND FINDINGS**

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*:

**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.



## ADJUNCT FACULTY EVALUATION FORM

Adjunct Faculty Member being evaluated:  
 Department: \_\_\_\_\_ Division: \_\_\_\_\_  
 Date Evaluator Assigned: \_\_\_\_\_ Date of Initial Meeting with Evaluator: \_\_\_\_\_  
 Date of Report: \_\_\_\_\_  
 Evaluator: \_\_\_\_\_  
 Second Evaluator (if two-person team): \_\_\_\_\_

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):

**Rating Criteria:**

A faculty member must receive a rating of “Meets Criteria” or “Exceeds Criteria” in the “Summary” of each Areas I through IV in order to receive a rating of “Meets Criteria” or “Exceeds Criteria” for the overall evaluation. Assessment is based upon, but not limited to: classroom observations, self-evaluation narrative, student and peer evaluations, classroom materials and Deans Faculty Participation Report.

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

<b>E</b>	<b>EXCEEDS CRITERIA</b>	Exceeds standards for given criteria and consistently exhibits exceptional ability.
<b>M</b>	<b>MEETS CRITERIA</b>	Meets standards for given criteria and is consistently effective and productive.
<b>NI</b>	<b>NEEDS IMPROVEMENT</b>	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>	Failed to meet standards for given criteria. (An unsatisfactory rating indicates considerable lack of effectiveness, a problem that could result in recommendation to not rehire.)



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

	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 V, 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"/>
E. Course syllabi and course content accurately reflect the content of the current Course Outline(s) of Record (COR).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**SUMMARY ASSESSMENT JOB PERFORMANCE**

	E	M	NI	U
Job Performance overall assessment:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Assessment of job performance should include: written materials, classroom observation, and faculty self-evaluation. (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 Educational Plans, etc.; for librarians and specialists, provide an overall assessment of workshop materials.) *Written comments are required.*

If applicable, written assessment of work performed during reassigned time, should be provided in this area. 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.*

Brief description of performance in Area I that exceed criteria (bullet points are acceptable).

Brief description of performance in Area I that meet criteria (bullet points are acceptable):

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 Area I.*

Description of unsatisfactory areas in job performance. *Written comments are required for any U checked in the criteria for Area I. Plan(s) for Removal of Unsatisfactory Rating must be attached.*

Are any plans attached? Yes  No

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

	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 faculty member is paid or otherwise compensated for those hours (leave rating blank if not applicable).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**SUMMARY ASSESSMENT STUDENT INTERACTION**

	E	M	NI	U
Student Interaction overall assessment:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Provide an overall assessment and interpretation of the student evaluations; may include the classroom observation and faculty self-evaluation. *Written comments are required.*

Brief description of performance in Area II that exceed criteria (bullet points are acceptable):

Brief description of performance in Area II that meet criteria (bullet points are acceptable):

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 Area 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 Area II.*

Plan(s) for Removal of Unsatisfactory Rating must be attached.

Are any plans attached? Yes  No

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

	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 perspectives.	<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 if faculty member is paid or otherwise compensated for those hours (leave rating blank if not applicable).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**SUMMARY ASSESSMENT RESPONSIBILITIES TO COLLEAGUES, DISCIPLINE/DEPARTMENT, DIVISION, AND COLLEGE**

	E	M	NI	U
Campus responsibilities overall assessment:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Provide an overall assessment and interpretation based upon peer input and Dean’s Faculty Participation Report. Include classified input *only if applicable*. *Written comments are required*.

Brief description of performance in Area III that exceed criteria (bullet points are acceptable):

Brief description of performance in Area III that meet criteria (bullet points are acceptable):

Description of areas needing improvement regarding fulfilling 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 Area 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 Area III.* Plan(s) for Removal of Unsatisfactory Rating must be attached.

Are any plans attached? Yes  No

IV. Continued Professional Growth Demonstrated by:

	E	M	NI	U
A. Participation in professional activities, for example: coursework, attendance and/or presentation at workshops, seminars, professional meetings; publications; creative performances; 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"/>

SUMMARY ASSESSMENT PROFESSIONAL GROWTH

	E	M	NI	U
Professional growth overall assessment:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Brief description of performance in Area IV that exceed criteria (bullet points are acceptable):

Brief description of performance in Area IV that meet criteria (bullet points are acceptable):

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

Description on areas that are unsatisfactory regarding continued professional growth. *Written comments are required for any U checked in the criteria for Area IV. Plan(s) for Removal of Unsatisfactory Rating must be attached.*

Are any plans attached? Yes  No

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

**SIGNATURES:**

_____	_____
Evalued	Date
_____	_____
Evaluator	Date
_____	_____
Second Evaluator (if 2-person team)	Date

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

**Application for Adjunct Service/Governance Compensation**

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

\_\_\_\_\_

VC

A  
**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**

500-100	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

Faculty Salary Schedule A (10-Month paid over 12 months) <https://www.avc.edu/administration/hr/salary>

**ANTELOPE VALLEY COLLEGE**  
**FACULTY SALARY TABLE (F0 - 10 MONTHS PAID OVER 12 MONTHS)**  
 2023 - 2024  
 EFFECTIVE 07/01/2023 (13.0% INCREASE)

2023	COLUMN I		COLUMN II		COLUMN III		COLUMN IV		COLUMN V		COLUMN VI		COLUMN VII	
F0: 10 mo pd 12 mo	Less than a Master's Degree or Vocational Master's Equivalency		Master's Degree or Equivalent OR Vocational Master's										Earned Doctorate Degree	
STEP	ANNUAL	MONTHLY	ANNUAL	MONTHLY	ANNUAL	MONTHLY	ANNUAL	MONTHLY	ANNUAL	MONTHLY	ANNUAL	MONTHLY	ANNUAL	MONTHLY
1	64,675.63	5,389.64	67,304.52	5,608.71	69,929.98	5,827.50	72,555.72	6,046.31	75,184.19	6,265.35	77,809.94	6,484.16	80,435.82	6,702.98
2	67,695.79	5,641.32	70,324.69	5,860.39	72,950.16	6,079.18	75,576.04	6,298.00	78,201.77	6,516.81	80,829.80	6,735.82	83,455.84	6,954.65
3	70,716.68	5,893.06	73,345.01	6,112.08	75,970.75	6,330.90	78,596.79	6,549.73	81,221.94	6,768.49	83,847.83	6,987.32	86,476.30	7,206.36
4	73,737.43	6,144.79	76,362.02	6,363.50	78,991.06	6,582.59	81,616.80	6,801.40	84,238.09	7,019.84	86,867.86	7,238.99	89,496.47	7,458.04
5	76,757.17	6,396.43	79,383.04	6,615.25	82,008.36	6,834.03	84,637.11	7,053.09	87,262.85	7,271.90	89,888.74	7,490.73	92,514.20	7,709.52
6	79,777.91	6,648.16	82,403.22	6,866.93	85,029.23	7,085.77	87,657.72	7,304.81	90,283.17	7,523.60	92,908.63	7,742.39	95,534.64	7,961.22
7	82,795.64	6,899.64	85,423.54	7,118.63	88,049.71	7,337.48	90,675.01	7,556.25	93,303.48	7,775.29	95,928.80	7,994.07	98,554.96	8,212.91
8	85,815.51	7,151.29	88,444.28	7,370.36	91,069.73	7,589.14	93,695.60	7,807.97	96,323.51	8,026.96	98,949.53	8,245.79	101,575.14	8,464.59
9	88,836.26	7,403.02	91,464.72	7,622.06	94,090.04	7,840.84	96,715.64	8,059.64	99,341.37	8,278.45	101,969.99	8,497.50	104,773.45	8,731.12
10	88,836.26	7,403.02	94,484.89	7,873.74	97,110.36	8,092.53	99,736.52	8,311.38	102,361.55	8,530.13	104,987.43	8,748.95	107,615.75	8,967.98
11	88,836.26	7,403.02	94,484.89	7,873.74	100,130.81	8,344.23	102,756.69	8,563.06	105,382.29	8,781.86	108,008.03	9,000.67	110,635.78	9,219.65
12	88,836.26	7,403.02	94,484.89	7,873.74	100,130.81	8,344.23	105,776.43	8,814.70	108,402.47	9,033.54	111,026.61	9,252.22	113,653.66	9,471.14
13	88,836.26	7,403.02	94,484.89	7,873.74	100,130.81	8,344.23	105,776.43	8,814.70	111,422.92	9,285.24	114,048.80	9,504.07	116,674.40	9,722.87
14	88,836.26	7,403.02	94,484.89	7,873.74	100,130.81	8,344.23	105,776.43	8,814.70	111,422.92	9,285.24	114,048.80	9,504.07	116,674.40	9,722.87
15	88,836.26	7,403.02	94,484.89	7,873.74	103,148.54	8,595.71	108,797.18	9,066.43	114,443.37	9,536.95	117,068.67	9,755.72	119,694.56	9,974.55
16	88,836.26	7,403.02	94,484.89	7,873.74	106,169.27	8,847.44	111,814.61	9,317.88	117,461.09	9,788.42	120,089.28	10,007.44	122,714.73	10,226.23
17	88,836.26	7,403.02	94,484.89	7,873.74	106,169.27	8,847.44	111,814.61	9,317.88	117,461.09	9,788.42	120,089.28	10,007.44	122,714.73	10,226.23
18	88,836.26	7,403.02	94,484.89	7,873.74	106,169.27	8,847.44	111,814.61	9,317.88	117,461.09	9,788.42	120,089.28	10,007.44	122,714.73	10,226.23
19	88,836.26	7,403.02	94,484.89	7,873.74	109,189.44	9,099.12	114,835.21	9,569.60	120,481.71	10,040.14	123,110.02	10,259.17	125,741.95	10,478.50
20	88,836.26	7,403.02	94,484.89	7,873.74	109,189.44	9,099.12	114,835.21	9,569.60	120,481.71	10,040.14	123,110.02	10,259.17	125,741.95	10,478.50
21	88,836.26	7,403.02	94,484.89	7,873.74	109,189.44	9,099.12	114,835.21	9,569.60	120,481.71	10,040.14	123,110.02	10,259.17	125,741.95	10,478.50
22	88,836.26	7,403.02	94,484.89	7,873.74	109,189.44	9,099.12	114,835.21	9,569.60	120,481.71	10,040.14	123,110.02	10,259.17	125,741.95	10,478.50
23	88,836.26	7,403.02	94,484.89	7,873.74	112,207.46	9,350.62	117,871.22	9,822.60	123,499.55	10,291.63	126,127.90	10,510.66	128,759.82	10,729.98
24	88,836.26	7,403.02	94,484.89	7,873.74	112,207.46	9,350.62	117,871.22	9,822.60	123,499.55	10,291.63	126,127.90	10,510.66	128,759.82	10,729.98
25	88,836.26	7,403.02	94,484.89	7,873.74	112,207.46	9,350.62	117,871.22	9,822.60	123,499.55	10,291.63	126,127.90	10,510.66	128,759.82	10,729.98
26	88,836.26	7,403.02	94,484.89	7,873.74	115,241.00	9,603.42	120,890.37	10,074.20	126,519.59	10,543.30	129,147.33	10,762.28	133,324.76	11,110.40



**ANTELOPE VALLEY COLLEGE**  
**FACULTY SALARY TABLE (F1 - 11 MONTHS PAID OVER 12 MONTHS)**  
 2023 - 2024  
 EFFECTIVE 07/01/2023 (13.0% INCREASE)

2023	COLUMN I		COLUMN II		COLUMN III		COLUMN IV		COLUMN V		COLUMN VI		COLUMN VII	
F1: 11 mo pd 12 mo	Less than a Master's Degree or Vocational Master's Equivalency		Master's Degree or Equivalent OR Vocational Master's Equivalency										Earned Doctorate Degree	
STEP	ANNUAL	MONTHLY	ANNUAL	MONTHLY	ANNUAL	MONTHLY	ANNUAL	MONTHLY	ANNUAL	MONTHLY	ANNUAL	MONTHLY	ANNUAL	MONTHLY
1	71,142.47	5,928.54	74,034.87	6,169.57	76,922.93	6,410.24	79,811.14	6,650.93	82,702.67	6,891.89	85,590.89	7,132.57	88,479.10	7,373.26
2	74,465.70	6,205.48	77,356.93	6,446.41	80,245.15	6,687.10	83,133.50	6,927.79	86,021.87	7,168.49	88,912.81	7,409.40	91,801.46	7,650.12
3	77,788.35	6,482.36	80,679.45	6,723.29	83,566.94	6,963.91	86,456.15	7,204.68	89,344.08	7,445.34	92,232.72	7,686.06	95,115.03	7,926.25
4	81,111.14	6,759.26	83,998.49	6,999.87	86,890.02	7,240.83	89,778.51	7,481.54	92,661.98	7,721.83	95,554.51	7,962.88	98,446.18	8,203.85
5	84,432.49	7,036.04	87,321.43	7,276.79	90,209.36	7,517.45	93,100.87	7,758.41	95,988.95	7,999.08	98,877.29	8,239.77	101,765.22	8,480.44
6	87,755.56	7,312.96	90,643.79	7,553.65	93,532.43	7,794.37	96,423.39	8,035.28	99,311.30	8,275.94	102,199.65	8,516.64	105,088.16	8,757.35
7	91,075.20	7,589.60	93,965.57	7,830.46	96,854.50	8,071.21	99,742.56	8,311.88	102,633.95	8,552.83	105,521.59	8,793.47	108,410.23	9,034.19
8	94,396.98	7,866.42	97,288.65	8,107.39	100,176.29	8,348.02	103,065.07	8,588.76	105,956.02	8,829.67	108,844.38	9,070.37	111,733.01	9,311.08
9	97,719.77	8,143.31	100,611.01	8,384.25	103,499.36	8,624.95	106,387.29	8,865.61	109,275.20	9,106.27	112,166.74	9,347.23	115,250.65	9,604.22
10	97,719.77	8,143.31	103,933.37	8,661.11	106,821.43	8,901.79	109,710.07	9,142.51	112,597.71	9,383.14	115,486.36	9,623.86	118,377.59	9,864.80
11	97,719.77	8,143.31	103,933.37	8,661.11	110,144.23	9,178.69	113,032.44	9,419.37	115,920.64	9,660.05	118,809.00	9,900.75	121,699.66	10,141.64
12	97,719.77	8,143.31	103,933.37	8,661.11	110,144.23	9,178.69	116,353.92	9,696.16	119,243.00	9,936.92	122,129.50	10,177.46	125,019.00	10,418.25
13	97,719.77	8,143.31	103,933.37	8,661.11	110,144.23	9,178.69	116,353.92	9,696.16	122,565.22	10,213.77	125,453.58	10,454.47	128,342.07	10,695.17
14	97,719.77	8,143.31	103,933.37	8,661.11	110,144.23	9,178.69	116,353.92	9,696.16	122,565.22	10,213.77	125,453.58	10,454.47	128,342.07	10,695.17
15	97,719.77	8,143.31	103,933.37	8,661.11	113,463.27	9,455.27	119,676.85	9,973.07	125,888.01	10,490.67	128,775.65	10,731.30	131,663.86	10,971.99
16	97,719.77	8,143.31	103,933.37	8,661.11	116,786.20	9,732.18	122,996.19	10,249.68	129,207.06	10,767.25	132,098.44	11,008.20	134,986.22	11,248.85
17	97,719.77	8,143.31	103,933.37	8,661.11	116,786.20	9,732.18	122,996.19	10,249.68	129,207.06	10,767.25	132,098.44	11,008.20	134,986.22	11,248.85
18	97,719.77	8,143.31	103,933.37	8,661.11	116,786.20	9,732.18	122,996.19	10,249.68	129,207.06	10,767.25	132,098.44	11,008.20	134,986.22	11,248.85
19	97,719.77	8,143.31	103,933.37	8,661.11	120,108.56	10,009.05	126,318.99	10,526.58	132,529.55	11,044.13	135,421.09	11,285.09	138,315.92	11,526.33
20	97,719.77	8,143.31	103,933.37	8,661.11	120,108.56	10,009.05	126,318.99	10,526.58	132,529.55	11,044.13	135,421.09	11,285.09	138,315.92	11,526.33
21	97,719.77	8,143.31	103,933.37	8,661.11	120,108.56	10,009.05	126,318.99	10,526.58	132,529.55	11,044.13	135,421.09	11,285.09	138,315.92	11,526.33
22	97,719.77	8,143.31	103,933.37	8,661.11	120,108.56	10,009.05	126,318.99	10,526.58	132,529.55	11,044.13	135,421.09	11,285.09	138,315.92	11,526.33
23	97,719.77	8,143.31	103,933.37	8,661.11	123,428.05	10,285.67	129,658.62	10,804.88	135,849.47	11,320.79	138,740.86	11,561.74	141,635.97	11,803.00
24	97,719.77	8,143.31	103,933.37	8,661.11	123,428.05	10,285.67	129,658.62	10,804.88	135,849.47	11,320.79	138,740.86	11,561.74	141,635.97	11,803.00
25	97,719.77	8,143.31	103,933.37	8,661.11	123,428.05	10,285.67	129,658.62	10,804.88	135,849.47	11,320.79	138,740.86	11,561.74	141,635.97	11,803.00
26	97,719.77	8,143.31	103,933.37	8,661.11	126,764.93	10,563.74	132,979.39	11,081.62	139,171.69	11,597.64	142,062.20	11,838.52	146,657.22	12,221.44

Faculty Salary Table F2 (12 months paid over 12 month) (AVC Website) <https://www.avc.edu/administration/hr/salary>

**ANTELOPE VALLEY COLLEGE**  
**FACULTY SALARY TABLE (F2 - 12 MONTHS)**  
 2023 - 2024  
 EFFECTIVE 07/01/2023 (13.0% INCREASE)

2023	COLUMN I		COLUMN II		COLUMN III		COLUMN IV		COLUMN V		COLUMN VI		COLUMN VII	
F2: 12 Mo	Less than a Master's Degree or Vocational Master's Equivalency		Master's Degree or Equivalent OR Vocational Master's Equivalency										Earned Doctorate Degree	
STEP	ANNUAL	MONTHLY	ANNUAL	MONTHLY	ANNUAL	MONTHLY	ANNUAL	MONTHLY	ANNUAL	MONTHLY	ANNUAL	MONTHLY	ANNUAL	MONTHLY
1	77,610.64	6,467.55	80,765.36	6,730.45	83,915.88	6,992.99	87,066.86	7,255.57	90,221.01	7,518.42	93,371.84	7,780.99	96,522.67	8,043.56
2	81,234.89	6,769.57	84,389.33	7,032.44	87,540.30	7,295.02	90,691.27	7,557.61	93,842.10	7,820.18	96,995.81	8,082.98	100,147.07	8,345.59
3	84,860.02	7,071.67	88,013.87	7,334.49	91,164.98	7,597.08	94,315.82	7,859.65	97,465.51	8,122.13	100,617.48	8,384.79	103,771.47	8,647.62
4	88,484.71	7,373.73	91,634.67	7,636.22	94,788.97	7,899.08	97,940.07	8,161.67	101,085.88	8,423.82	104,241.16	8,686.76	107,395.74	8,949.65
5	92,108.25	7,675.69	95,259.66	7,938.30	98,410.20	8,200.85	101,564.48	8,463.71	104,715.18	8,726.26	107,866.27	8,988.86	111,016.83	9,251.40
6	95,733.37	7,977.78	98,884.21	8,240.35	102,035.32	8,502.94	105,189.17	8,765.76	108,339.59	9,028.30	111,490.55	9,290.88	114,641.52	9,553.46
7	99,354.76	8,279.56	102,508.31	8,542.36	105,659.44	8,804.95	108,809.98	9,067.50	111,964.26	9,330.36	115,114.52	9,592.88	118,265.79	9,855.48
8	102,978.44	8,581.54	106,133.02	8,844.42	109,283.12	9,106.93	112,434.53	9,369.54	115,588.38	9,632.36	118,739.35	9,894.95	121,890.47	10,157.54
9	106,603.42	8,883.62	109,757.27	9,146.44	112,908.10	9,409.01	116,058.79	9,671.57	119,209.34	9,934.11	122,363.77	10,196.98	125,727.99	10,477.33
10	106,603.42	8,883.62	113,381.68	9,448.47	116,532.50	9,711.04	119,683.63	9,973.64	122,833.88	10,236.16	125,985.14	10,498.76	129,139.00	10,761.58
11	106,603.42	8,883.62	113,381.68	9,448.47	120,157.19	10,013.10	123,308.03	10,275.67	126,458.87	10,538.24	129,609.84	10,800.82	132,763.26	11,063.60
12	106,603.42	8,883.62	113,381.68	9,448.47	120,157.19	10,013.10	126,931.58	10,577.63	130,083.26	10,840.27	133,232.07	11,102.67	136,384.36	11,365.36
13	106,603.42	8,883.62	113,381.68	9,448.47	120,157.19	10,013.10	126,931.58	10,577.63	133,707.52	11,142.29	136,858.36	11,404.86	140,009.62	11,667.47
14	106,603.42	8,883.62	113,381.68	9,448.47	120,157.19	10,013.10	126,931.58	10,577.63	133,707.52	11,142.29	136,858.36	11,404.86	140,009.62	11,667.47
15	106,603.42	8,883.62	113,381.68	9,448.47	123,778.15	10,314.85	130,556.70	10,879.72	137,332.50	11,444.38	140,482.46	11,706.87	143,633.32	11,969.44
16	106,603.42	8,883.62	113,381.68	9,448.47	127,402.99	10,616.92	134,177.65	11,181.47	140,953.31	11,746.11	144,107.17	12,008.93	147,257.55	12,271.46
17	106,603.42	8,883.62	113,381.68	9,448.47	127,402.99	10,616.92	134,177.65	11,181.47	140,953.31	11,746.11	144,107.17	12,008.93	147,257.55	12,271.46
18	106,603.42	8,883.62	113,381.68	9,448.47	127,402.99	10,616.92	134,177.65	11,181.47	140,953.31	11,746.11	144,107.17	12,008.93	147,257.55	12,271.46
19	106,603.42	8,883.62	113,381.68	9,448.47	131,027.40	10,918.95	137,802.63	11,483.55	144,577.71	12,048.14	147,732.00	12,311.00	150,890.45	12,574.20
20	106,603.42	8,883.62	113,381.68	9,448.47	131,027.40	10,918.95	137,802.63	11,483.55	144,577.71	12,048.14	147,732.00	12,311.00	150,890.45	12,574.20
21	106,603.42	8,883.62	113,381.68	9,448.47	131,027.40	10,918.95	137,802.63	11,483.55	144,577.71	12,048.14	147,732.00	12,311.00	150,890.45	12,574.20
22	106,603.42	8,883.62	113,381.68	9,448.47	131,027.40	10,918.95	137,802.63	11,483.55	144,577.71	12,048.14	147,732.00	12,311.00	150,890.45	12,574.20
23	106,603.42	8,883.62	113,381.68	9,448.47	134,648.78	11,220.73	141,445.59	11,787.13	148,199.53	12,349.96	151,353.67	12,612.81	154,512.14	12,876.01
24	106,603.42	8,883.62	113,381.68	9,448.47	134,648.78	11,220.73	141,445.59	11,787.13	148,199.53	12,349.96	151,353.67	12,612.81	154,512.14	12,876.01
25	106,603.42	8,883.62	113,381.68	9,448.47	134,648.78	11,220.73	141,445.59	11,787.13	148,199.53	12,349.96	151,353.67	12,612.81	154,512.14	12,876.01
26	106,603.42	8,883.62	113,381.68	9,448.47	138,289.00	11,524.08	145,068.55	12,089.05	151,823.66	12,651.97	154,977.06	12,914.75	159,994.86	13,332.90

Adjunct/Overload Faculty: Non-Classroom: (Salary Schedule FH) <https://www.avc.edu/administration/hr/salary>

**ANTELOPE VALLEY COLLEGE**  
**NON-CLASSROOM ADJUNCT/OVERLOAD SALARY TABLE (FH/OH - HOURLY)**  
 2023 -2024  
 EFFECTIVE 07/01/2023 (13.0% INCREASE)

2023	COLUMN I	COLUMN II	COLUMN III	COLUMN IV	COLUMN V
FH/OH	Less than Master's Degree		Master's Degree or Equivalent		Earned Doctorate
STEP	HOURLY	HOURLY	HOURLY	HOURLY	HOURLY
1	52.83	53.86	54.93	56.03	57.08
2	55.26	56.38	57.43	58.56	59.54
3	57.72	58.87	59.88	61.07	62.03
4	60.18	61.40	62.33	63.56	64.50
5	62.67	63.92	64.79	66.09	66.95
6	65.13	66.43	67.26	68.60	69.42
7	67.60	68.94	69.73	71.13	71.88
8	70.06	71.47	72.20	73.64	74.33

Substitute Pay: \$64.12 per hour

**Regular Semester = Fall and Spring**

**Movement on the salary schedule (From Steps 1 through 8)** will be one step for every additional 2.5 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**  
**CLASSROOM ADJUNCT/OVERLOAD LECTURE-LAB AND LECTURE SALARY TABLE (FE/OE - LHE)**  
 2023 - 2024  
 EFFECTIVE 07/01/2023 (13.0% INCREASE)

2023	COLUMN I	COLUMN II	COLUMN III	2% ACADEMY		
				COLUMN IV	COLUMN V	
FE/OE STEP	Less than Master's Degree	Master's Degree	Earned Doctorate		Less than Master's Degree	Master's Degree
1	1,422.69	1,480.51	1,538.53	LHE	1,451.32	1,510.10
	83.69	87.09	90.50	FOR RETIREMENT PURPOSES	85.37	88.83
2	1,489.35	1,547.37	1,605.00	LHE	1,519.13	1,578.10
	87.61	91.02	94.41	FOR RETIREMENT PURPOSES	89.36	92.83
3	1,556.01	1,613.64	1,671.46	LHE	1,586.94	1,645.72
	91.53	94.92	98.32	FOR RETIREMENT PURPOSES	93.35	96.81
4	1,622.28	1,679.91	1,737.54	LHE	1,654.94	1,713.34
	95.43	98.82	102.21	FOR RETIREMENT PURPOSES	97.35	100.78

***Regular Semester = Fall and Spring***

- |  |
|--|
| <p>A. Compensation is calculated by multiplying the LHE's per class by the appropriate adjunct/overload salary schedule amount.</p> <p>B. For those classes scheduled to meet less than a full semester, compensation shall be paid insofar as possible on a monthly basis.</p> <p>C. <b>Step 2</b> for faculty who have taught for <b>2 ½</b> years (5 semesters) or thirty (30) Lecture Hour Equivalent (LHE) at Antelope Valley College during the regular academic year.</p> <p>D. <b>Step 3</b> for faculty who have taught for five (5) years (10 semesters) or (60) LHE at Antelope Valley College during the regular academic year.</p> <p>E. <b>Step 4</b> 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.</p> |
|--|

**Note: All Start at Step 1**

For full-time work experience total LHE/30 or CR/30 use which ever is greater. That will equal years of full-time credit.

**DO NOT USE:** Intersession or Summer for experience credit.

ANTELOPE VALLEY COLLEGE  
 CLASSROOM ADJUNCT/OVERLOAD LAB ONLY SALARY TABLE (FL/OL - LHE)  
 2023 - 2024  
 EFFECTIVE 07/01/2023

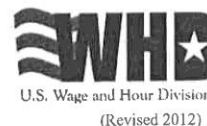
2023	COLUMN I	COLUMN II	COLUMN III	2% ACADEMY		
				COLUMN IV	COLUMN V	
FL/OL STEP	Less than Master's Degree	Master's Degree	Earned Doctorate		Less than Master's Degree	Master's Degree
1	1,422.69	1,480.51	1,538.53	LHE	1,451.32	1,510.10
	83.69	87.09	90.50	FOR RETIREMENT PURPOSES	85.37	88.83
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3	1,556.01	1,613.64	1,671.46	LHE	1,586.94	1,645.72
	91.53	94.92	98.32	FOR RETIREMENT PURPOSES	93.35	96.81
4	1,622.28	1,679.91	1,737.54	LHE	1,654.94	1,713.34
	95.43	98.82	102.21	FOR RETIREMENT PURPOSES	97.35	100.78

***Regular Semester = Fall and Spring***

- |  |
|--|
| <p>A. Compensation is calculated by multiplying the LHE's per class by the appropriate adjunct/overload salary schedule amount.</p> <p>B. For those classes scheduled to meet less than a full semester, compensation shall be paid insofar as possible on a monthly basis.</p> <p>C. <b>Step 2</b> for faculty who have taught for <b>2 ½</b> years (5 semesters) or thirty (30) Lecture Hour Equivalent (LHE) at Antelope Valley College during the regular academic year.</p> <p>D. <b>Step 3</b> for faculty who have taught for five (5) years (10 semesters) or (60) LHE at Antelope Valley College during the regular academic year.</p> <p>E. <b>Step 4</b> 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.</p> |
|--|

**Note: All Start at Step 1**  
 MATCHES FE/OE SALARY TABLES

U.S. Department of Labor  
Wage and Hour Division



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

The Family and Medical Leave Act (FMLA) entitles eligible employees of covered employers to take unpaid, job-protected leave for specified family and medical reasons. This fact sheet provides general information about which employers are covered by the FMLA, when employees are eligible and entitled to take FMLA leave, and what rules apply when employees take FMLA leave.

### COVERED EMPLOYERS

The FMLA only applies to employers that meet certain criteria. A **covered employer** is a:

- Private-sector employer, with 50 or more employees in 20 or more workweeks in the current or preceding calendar year, including a joint employer or successor in interest to a covered employer;
- Public agency, including a local, state, or Federal government agency, regardless of the number of employees it employs; or
- Public or private elementary or secondary school, regardless of the number of employees it employs.

### ELIGIBLE EMPLOYEES

Only eligible employees are entitled to take FMLA leave. An **eligible employee** is one who:

- Works for a *covered employer*;
- Has worked for the employer for at least *12 months*;
- Has at least *1,250 hours* of service for the employer during the 12 month period immediately preceding the leave\*; and
- Works at a location where the employer has at least *50 employees within 75 miles*.

\* Special hours of service eligibility requirements apply to airline flight crew employees. See Fact Sheet 28J: Special Rules for Airline Flight Crew Employees under the Family and Medical Leave Act.

The 12 months of employment do not have to be consecutive. That means any time previously worked for the same employer (including seasonal work) could, in most cases, be used to meet the 12-month requirement. If the employee has a break in service that lasted seven years or more, the time worked prior to the break will not count *unless* the break is due to service covered by the Uniformed Services Employment and Reemployment Rights Act (USERRA), or there is a written agreement, including a collective bargaining agreement, outlining the employer's intention to rehire the employee after the break in service. See "FMLA Special Rules for Returning Reservists".

### LEAVE ENTITLEMENT

Eligible employees may take up to **12 workweeks** of leave in a 12-month period for one or more of the following reasons:

FS 28

- The birth of a son or daughter or placement of a son or daughter with the employee for adoption or foster care;
- To care for a spouse, son, daughter, or parent who has a serious health condition;
- For a serious health condition that makes the employee unable to perform the essential functions of his or her job; or
- For any qualifying exigency arising out of the fact that a spouse, son, daughter, or parent is a military member on covered active duty or call to covered active duty status.

An eligible employee may also take up to **26 workweeks** of leave during a "single 12-month period" to care for a covered servicemember with a serious injury or illness, when the employee is the spouse, son, daughter, parent, or next of kin of the servicemember. The "single 12-month period" for military caregiver leave is different from the 12-month period used for other FMLA leave reasons. *See Fact Sheets 28F: Qualifying Reasons under the FMLA and 28M: The Military Family Leave Provisions under the FMLA.*

Under some circumstances, employees may take FMLA leave on an intermittent or reduced schedule basis. That means an employee may take leave in separate blocks of time or by reducing the time he or she works each day or week for a single qualifying reason. 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 operations. If FMLA leave is for the birth, adoption, or foster placement of a child, use of intermittent or reduced schedule leave requires the employer's approval.

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

## NOTICE

Employees must comply with their employer's usual and customary requirements for requesting leave and provide enough information for their employer to reasonably determine whether the FMLA may apply to the leave request. Employees generally must request leave 30 days in advance when the need for leave is foreseeable. When the need for leave is foreseeable less than 30 days in advance or is unforeseeable, employees must provide notice as soon as possible and practicable under the circumstances.

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. If an employee later requests additional leave for the same qualifying condition, the employee must specifically reference either the qualifying reason for leave or the need for FMLA leave. *See Fact Sheet 28E: Employee Notice Requirements under the FMLA.*

Covered employers must:

- (1) Post a notice explaining rights and responsibilities under the FMLA. Covered employers may be subject to a civil money penalty for willful failure to post. For current penalty amounts, see [www.dol.gov/whd/fmla/applicable\\_laws.htm](http://www.dol.gov/whd/fmla/applicable_laws.htm);
- (2) Include information about the FMLA in their employee handbooks or provide information to new employees upon hire;

- (3) When an employee requests FMLA leave or the employer acquires knowledge that leave may be for a FMLA-qualifying reason, provide the employee with notice concerning his or her eligibility for FMLA leave and his or her rights and responsibilities under the FMLA; and
- (4) Notify employees whether leave is designated as FMLA leave and the amount of leave that will be deducted from the employee's FMLA entitlement.

*See Fact Sheet 28D: Employer Notice Requirements under the FMLA.*

#### **CERTIFICATION**

When an employee requests FMLA leave due to his or her own serious health condition or a covered family member's serious health condition, the employer may require certification in support of the leave from a health care provider. An employer may also require second or third medical opinions (at the employer's expense) and periodic recertification of a serious health condition. *See Fact Sheet 28G: Certification of a Serious Health Condition under the FMLA.* For information on certification requirements for military family leave, *See Fact Sheet 28M(c): Qualifying Exigency Leave under the FMLA;* *Fact Sheet 28M(a): Military Caregiver Leave for a Current Servicemember under the FMLA;* and *Fact Sheet 28M(b): Military Caregiver Leave for a Veteran under the FMLA.*

#### **JOB RESTORATION AND HEALTH BENEFITS**

Upon return from FMLA leave, an employee must be restored to his or her 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 be counted against the employee under a "no-fault" attendance policy. Employers are also required to continue group health insurance coverage for an employee on FMLA leave under the same terms and conditions as if the employee had not taken leave. *See Fact Sheet 28A: Employee Protections under the Family and Medical Leave Act .*

#### **OTHER PROVISIONS**

Special rules apply to employees of local education agencies. Generally, these rules apply to intermittent or reduced schedule FMLA leave or the taking of FMLA leave 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 the FLSA 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 FMLA leave.

#### **ENFORCEMENT**

It is unlawful for any employer to interfere with, restrain, or deny the exercise of or the attempt to exercise 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. See Fact Sheet 77B: Protections for Individuals under the FMLA. The Wage and Hour Division is responsible for administering and enforcing the FMLA for most employees. Most federal and certain congressional employees are also covered by the law but are subject to the jurisdiction of the U.S. Office of Personnel Management or Congress. If you believe that your rights under the FMLA have been violated, you may file a complaint with the Wage and Hour Division or file a private lawsuit against your employer in court.

**For additional information, visit our Wage and Hour Division Website:**

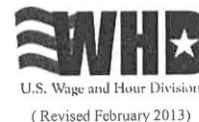
**<http://www.wagehour.dol.gov> and/or call our toll-free information and helpline, available 8 a.m. to 5 p.m. in your time zone, 1-866-4-USWAGE (1-866-487-9243).**

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**

U.S. Department of Labor  
Wage and Hour Division



## Fact Sheet #28M: The Military Family Leave Provisions under the Family and Medical Leave Act

The military family leave provisions of the Family and Medical Leave Act (FMLA) entitle eligible employees of covered employers to take FMLA leave for any “qualifying exigency” arising from the foreign deployment of the employee’s spouse, son, daughter, or parent with the Armed Forces, or to care for a servicemember with a serious injury or illness if the employee is the servicemember’s spouse, son, daughter, parent or next of kin.

### QUALIFYING EXIGENCY LEAVE

A covered employer must grant an eligible employee up to **12 workweeks** of unpaid, job-protected leave during any 12-month period for qualifying exigencies that arise when the employee’s spouse, son, daughter, or parent is on covered active duty or has been notified of an impending call or order to covered active duty.

Covered active duty means:

- for members of the **Regular** Armed Forces, duty during deployment of the member with the Armed Forces to a foreign country; or
- for members of the **Reserve** components of the Armed Forces (members of the National Guard and Reserves), duty during deployment of the member with the Armed Forces to a foreign country under a call or order to active duty in support of a contingency operation.

Deployment to a foreign country includes deployment to international waters.

Qualifying exigencies for which an employee may take FMLA leave include making alternative child care arrangements for a child of the deployed military member, attending certain military ceremonies and briefings, or making financial or legal arrangements to address the military member’s absence. See [Fact Sheet 28M\(c\), Qualifying Exigency Leave](#), for additional information about qualifying exigencies under the FMLA.

### MILITARY CAREGIVER LEAVE

A covered employer must grant an eligible employee up to a total of **26 workweeks** of unpaid, job-protected leave during a “single 12-month period” to care for a covered servicemember with a serious injury or illness. The employee must be the spouse, son, daughter, parent, or next of kin of the covered servicemember.

A covered servicemember is either:

- 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 in outpatient status, or is on the temporary disability retired list, for a serious injury or illness, or

FS 28M

- a **veteran** of the Armed Forces (including the National Guard or Reserves) discharged within the five-year period before the family member first takes military caregiver leave to care for the veteran and who is undergoing medical treatment, recuperation, or therapy for a qualifying serious injury or illness. A veteran who was dishonorably discharged does not meet the FMLA definition of a covered servicemember.

For a current servicemember, a serious injury or illness is one that may render the servicemember medically unfit to perform his or her military duties. For a veteran, a serious injury or illness is one that rendered the veteran medically unfit to perform his or her military duties, or an injury or illness that qualifies the veteran for certain benefits from the Department of Veterans Affairs or substantially impairs the veteran's ability to work. For veterans, it includes injuries or illnesses that were incurred or aggravated during military service but that did not manifest until after the veteran left active duty.

See Fact Sheets 28M(a), Military Caregiver Leave for a Current Servicemember under the FMLA and 28M(b), Military Caregiver Leave for Veteran under the FMLA, for additional information on these provisions, including the definition of a serious injury or illness for a covered servicemember, and certification requirements. See also the "Employee's Guide to the Family and Medical Leave Act" and the "Employee's Guide to Military Family Leave" for additional information, including the employee's requirement to provide notice of their need for leave.

#### ENFORCEMENT

It is unlawful for any employer to interfere with, restrain, or deny the exercise of or the attempt to exercise 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. See Fact Sheet 77B: Protections for Individuals under the FMLA. The Wage and Hour Division is responsible for administering and enforcing the FMLA for most employees. Most federal and certain congressional employees are also covered by the law but are subject to the jurisdiction of the U.S. Office of Personnel Management or Congress. If you believe that your rights under the FMLA have been violated, you may file a complaint with the Wage and Hour Division or file a private lawsuit against your employer in court.

**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, 1-866-4USWAGE (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.

For Information on the effective date, click [here](#).

**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](#)

**Memorandum of Understanding  
Between  
Antelope Valley Community College District (AVCCD)  
And  
Antelope Valley College Federation of Teachers (AVCFT)**

**ADJUNCT OFFICE HOURS**

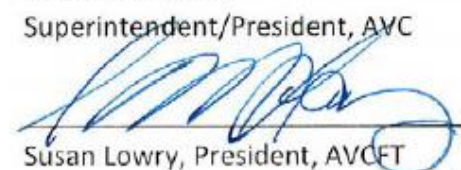
In support of Article X, section 9.6, beginning with the 2016-17 school year, and continuing through June 30, 2018, a stipend will be issued to all adjuncts who apply for office hours. Faculty who wish to participate in the program shall establish a regular schedule of office hours that will be listed on the course syllabus. Faculty shall inform the Dean in writing of their desire to participate, their anticipated scheduled office hour time, and will do so by the end of the first week of the fall and spring semesters-

Funding will be determined on a year to year basis, and is solely dependent on that funding provided by the state designated specifically for adjunct office hour support. Compensation will be calculated at a rate determined by the amount funded by the state for Adjunct Office Hours, divided by the total number of classroom adjunct instructors employed on the first day of the Fall and Spring semester of the previous year, beginning with the 2015-16 year for calculation purposes.

Any remaining Adjunct Office Hours funds will roll forward to the next school year's Adjunct Office Hours Fund.


  
\_\_\_\_\_  
Edward Knudson  
Superintendent/President, AVC


  
\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Justin Shores, Negotiator, AVCFT

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Mark Bryant, Negotiator, AVCCD

  
\_\_\_\_\_  
Date

**Memorandum of Understanding  
Between  
Antelope Valley Community College District (AVCCD)  
And  
Antelope Valley College Federation of Teachers (AVCFT)**


**ADJUNCT OFFICE HOURS**

Due to changes in the way the State is providing funding in support of adjunct office hours there is a need to revise the agreed upon Adjunct Office Hours MOU of April 11, 2016.

In support of Article X, section 9.6, beginning with the 2016-17 school year, and continuing through June 30, 2018, a stipend of \$200 per semester will be available to all Adjunct Faculty who apply for office hours. Adjunct Faculty who wish to participate in the program will schedule four (4) sessions of approximately one (1) hour that will be listed in the course syllabus or addendum. Faculty shall inform the Dean in writing of their desire to participate, their anticipated scheduled office hour time, and will do so by September 16, 2016 of the fall, 2016 semester, and by the end of the first week of spring, 2017 semester. The schedule of office hours for the 2017-2018 school year will be due by the end of the first week of the fall and spring semesters.


To qualify for the stipend Adjunct Faculty must meet four (4) times during each semester of the school year. There will be no partial payment of the stipend for meeting less than four (4) times each semester.

Anticipated payment of the Stipend for fall, 2016 is January 5, 2017. For spring, 2017 payment should occur July 5. Both of these payments are contingent upon payroll receiving the necessary paperwork by December 8, 2016 and June 20, 2017 respectively. Payments for the 2017-18 school year will occur on similar dates.

  
\_\_\_\_\_  
Edward Knudson  
Superintendent/President, AVC  
9/13/16  
Date

  
\_\_\_\_\_  
Dr. Liette Bohler, Negotiator, AVCFT  
9-6-2016  
Date

  
\_\_\_\_\_  
Justin Shores, President, AVCFT  
9/6/16  
Date

  
\_\_\_\_\_  
Mark Bryant, Assistant Superintendent/Vice President  
9/6/16  
Date



ANTELOPE VALLEY COLLEGE

Department Chair Assessment Instrument

Name of Department Chair:	Name of Department:	Date:
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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

	<i><b>Scheduling</b></i>	1	2	3	4	5	6
<b>1</b>	The chair provides primary input in the classroom and non-classroom scheduling process in response to District guidelines and parameters.						
<b>2</b>	The chair reviews and makes corrections to preliminary drafts of the class schedule and catalog.						
	<i><b>Staffing</b></i>						
<b>3</b>	The chair identifies adjunct faculty staffing needs to the Dean and assists with recruitment.						
<b>4</b>	The chair participates in interviews and recommends adjunct faculty for hire.						
<b>5</b>	The chair orients new faculty to the department and program.						
<b>6</b>	The chair coordinates discipline equivalencies.						
	<i><b>Planning</b></i>						
<b>7</b>	The chair assists the Dean in completing the program review and other planning activities as needed.						
<b>8</b>	The chair makes recommendations for full-time faculty additions.						
<b>9</b>	The chair makes recommendations for program expansion and modification.						
<b>10</b>	The chair coordinates the review, modification, additions and deletions to department curriculum.						
<b>11</b>	The chair coordinates departmental assessment of outcomes (e.g. SLO, PLO, OO etc.) related to college accreditation.						
	<i><b>Budget</b></i>						
<b>12</b>	The chair provides input to Dean for annual budget and other expenditure requests to relevant college funds.						
<b>13</b>	The chair works with the Dean and division faculty and staff to efficiently utilize authorized departmental funds and monitor departmental expenditures throughout the fiscal year.						
	<i><b>Divisional relations</b></i>						
<b>14</b>	The chair attends standing Department Chair meetings and meets with the Dean and Vice President as needed.						
<b>15</b>	The chair acts as liaison between Faculty and Administration.						
<b>16</b>	The chair where appropriate, organizes and conducts meetings of program advisory committees.						
<b>17</b>	The chair, when appropriate, represents the department to the community.						
<b>18</b>	The chair where appropriate, assists and collaborates with departmental faculty to maintain external program accreditation or approval.						
<b>19</b>	The chair is easily accessible.						



**Antelope Valley Community College District  
And  
Antelope Valley College Federation of Teachers and Classified Employees  
Tentative Agreement (TA) regarding Salary and Benefits for the years  
2015-16, 2016-17, and 2017-18**

**March 2016**

**The parties agree to the following:**

For the 2015-16 School Year:

- Retroactive to July 1, 2015, 2% will be added to the classified and faculty salary schedules. The increase will apply to all classified and faculty salaries.
- Retroactive to July 1, 2015 Classified and faculty employees will receive a one-time, off-schedule stipend equivalent to 2% of classified individual salaries and 2% of faculty base salaries.
- Retroactive to July 1, 2015, the employee health benefit cap will be increased from \$13,385.10 to \$14,000 per year and will remain \$14,000 per year unless otherwise negotiated.
- Retroactive to July 1, 2015, qualified current and future retirees who meet all qualifications will have a benefit cap of \$15,200 limited by the conditions identified below.

For the 2015-17 School Year:

- 2% will be added to the classified and faculty salary schedules. The increase will apply to all classified and faculty salaries.
- If the State Identified, fully-funded COLA Is greater than 2%, the parties agree to meet and negotiate regarding salaries.
- Classified and faculty employees will receive a one-time, off-schedule stipend equivalent to 2% of classified individual salaries and 2% of faculty base salaries.
- During the spring, 2017 semester, when the cost of benefits for the 2017-18 school year is provided to the District, a comparison of cost will be conducted. If the total cost of any of the plans, established for the 2015-16 school year has increased by 4% or more, the parties agree to meet and negotiate the employee benefit cap. Any change in the benefit cap would be applied during the 2017-18 benefit cycle.

For the 2017-18 School Year:

- A percentage, equivalent to the State identified fully-funded COLA, up to 2%, will be added to the classified and faculty salary schedules. The increase will apply to all classified and faculty salaries.
- If the State identified fully-funded COLA is greater than 2%, the parties agree to meet and negotiate regarding salaries.

**Retiree Health Benefit Cap Conditions**

- This benefit of \$15,200 applies only to current retirees and those who retire during the term of this TA who meet the eligibility requirements as described in the respective bargaining agreements for classified and faculty employees. Retiree + 1 and retiree + family will pay the retiree rate or the active employee rate whichever is less.
- This benefit expires when the retiree turns 65 years old as set out in the collective bargaining agreement.
- Beginning July 1, 2018, the retiree health benefit cap will return to the same level of funding as the regular District Cap for current District employees.
- If a retiree chooses to change his/her plan to a more expensive plan, the District will only cover the cost of the plan the retiree was on at the time of retirement. Any increase in cost due to the change in plans is born by the retiree.




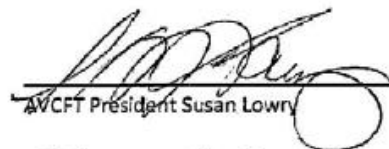
- A retiree may choose to change his/her plan during the regular enrollment period as long as there is no increase in cost to the District.

The District only pays for the actual cost of the chosen plan, up to a maximum of \$15,200 for the year. There is no money paid directly to the employee if their chosen plan costs less than the cap.

Future Megotiations

With the exception of the previously identified triggers, the District and Unions agree to suspend further negotiations until January, 2018. To meet the January, 2018 schedule the parties agree to sunshine their respective items during the fall semester, 2017 with the expectation to start negotiations in January, 2018. This closes the classified and faculty contract through June 30,2018.

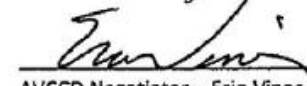
  
 \_\_\_\_\_ 4/15/2016  
 AVC President Ed Knudson Date

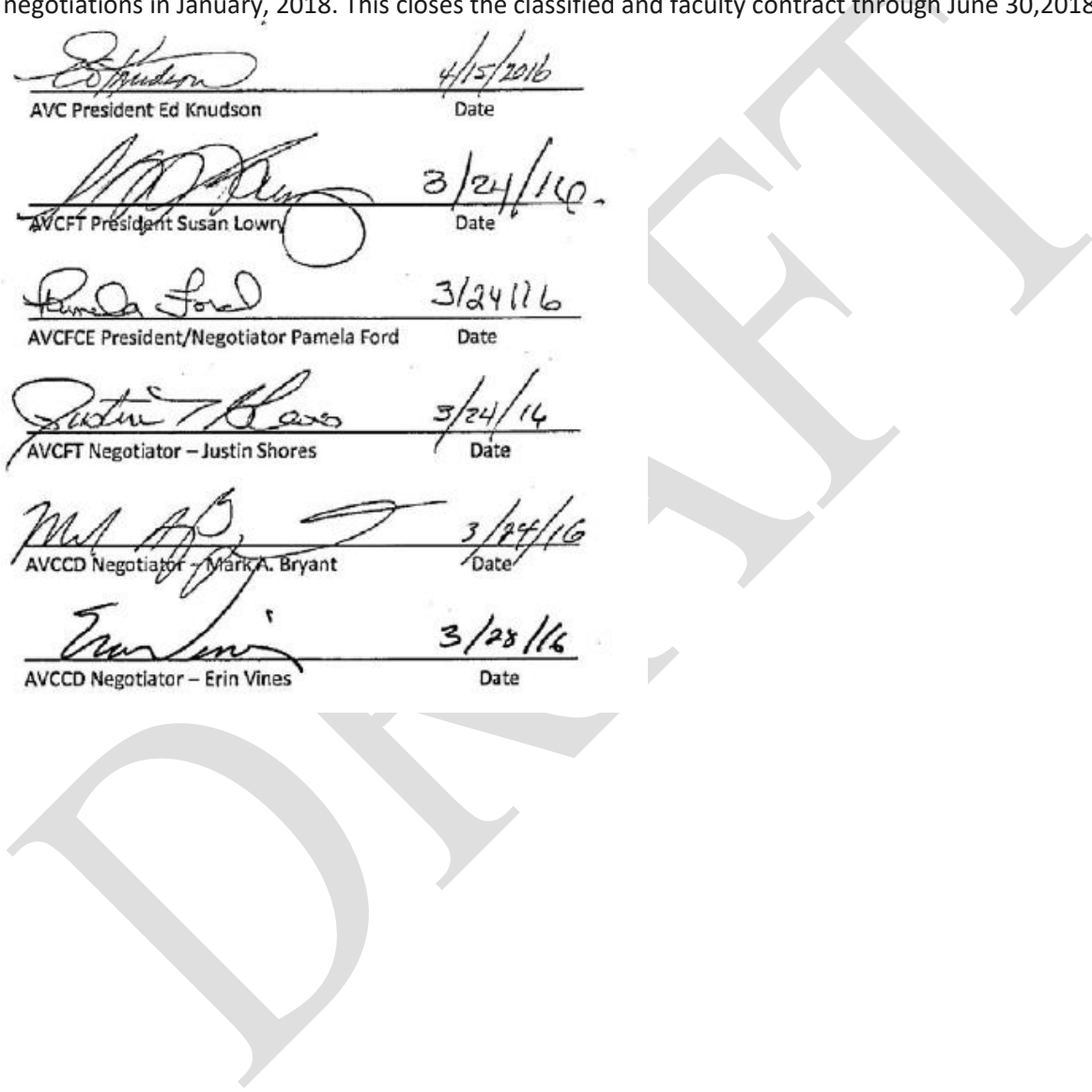
  
 \_\_\_\_\_ 3/24/16  
 AVCFT President Susan Lowry Date

  
 \_\_\_\_\_ 3/24/16  
 AVCFCE President/Negotiator Pamela Ford Date

  
 \_\_\_\_\_ 3/24/14  
 AVCFT Negotiator – Justin Shores Date

  
 \_\_\_\_\_ 3/24/16  
 AVCCD Negotiator – Mark A. Bryant Date

  
 \_\_\_\_\_ 3/28/16  
 AVCCD Negotiator – Erin Vines Date



Date: 12-07-2019 Time: 2:50pm

COMPREHENSIVE SETTLEMENT PROPOSAL

FROM

ANTELOPE VALLEY COMMUNITY COLLEGE DISTRICT

TO

ANTELOPE VALLEY COLLEGE FEDERATION OF TEACHERS

This is a comprehensive proposal contingent on agreement on all pending issues, with more specific language as previously proposed

1. Article IX - Salary: The District proposes modifications to Article IX, Section 1.1 (see attached) to reflect the following:
  - a. Salary 2018-2019: Effective retroactive to July 1, 2018, 2% will be added to all faculty salary schedules. In addition, for 2018-2019, the District will offer an additional one-time, off schedule stipend equal to 2% of base salary for unit members currently employed as of January 15, 2019.
  - b. Salary 2019-2020: Effective July 1, 2019, 2% will be added to all faculty salary schedules. In addition, for 2019-2020 and an additional one-time, off schedule stipend equal to 2% of base salary will be awarded to all unit members currently employed on July 1, 2019.
  - c. Salary 2020-2021: Effective July 1, 2020, 2% will be added to all faculty salary schedules.
2. Article IX - Health and Welfare Benefits: Effective retroactive to July 1, 2018, the health and welfare benefits cap shall be \$14,500 per year through September 30, 2021. District pays cost (actual for full-time, prorated percentage for less than full-time, and 50% of certain eligible adjunct) of health and welfare benefits of active and retired faculty employees of up to a maximum of \$14,500 per year. If actual cost is less than \$14,500, employee does not receive the difference. If actual cost is greater than \$14,500, employee bears the cost of the difference. Retirees must meet specific requirements as set forth in Article IX, Section 1.2.2.5.
3. One-Time Retirement Incentive: The District proposes a Memorandum of Understanding for a one-time retirement incentive (early retirement bonus), good only during the 2018-2019 fiscal year, subject to the below eligibility requirements and conditions. This is intended as a summary of the provisions. If agreed in concept, the parties would need to reduce the terms to an MOU and include other required legal language.


- a. The retirement incentive (early retirement bonus) shall only be offered during the 2018-2019 fiscal year and shall only be offered to current, full-time employees who have been continuously employed by the AVCCD for a minimum of fifteen years. Fifteen years of continuous District service must be achieved by June 30, 2019.
  - b. Application for the retirement bonus must be completed and received by the District no earlier than November 1, 2018 and no later than March 15, 2019.
  - c. The employee's retirement date must be after December 1, 2018 and no later than June 30, 2019.
  - d. The retirement bonus will be paid effective the date of separation from the District.
  - e. The retirement bonus will be twenty-five percent (25%) of the employee's base salary as set forth on the District's salary schedules for the 2017-2018 fiscal year, and in no case shall the bonus amount exceed such percentage of base.
  - f. The retiring employee will not be eligible for reemployment by the District in a full-time capacity.
  - g. The early retirement bonus shall be offered to full-time employees only and shall not be available for retroactive application.
  - h. The one-time retirement incentive (early retirement bonus) shall only be made available if both AVCFT and AVCFCE agree to the same terms for the retirement incentive program herein. If this condition cannot be met, the retirement incentive shall not be offered and shall be considered withdrawn from the District's economic settlement proposal.
  - i. The one-time retirement incentive (early retirement bonus) offering as set forth herein shall be subject to approval by AVCFT and AVCFCE of technical language, reduced to writing, concerning the implementation of the program. If the language cannot be agreed upon in time for the retirement incentive application deadlines or other legally required deadlines to be met during the 2018-2019 fiscal year, the retirement incentive shall not be offered and shall be considered withdrawn from the District's economic settlement proposal.
  - j. If AVCFT and the District and AVCFCE and the District are unable to reach agreement on economic items (collectively including salary, health and welfare benefits, and retirement incentive) in time for the retirement incentive application deadlines or other legally required deadlines to be met during the 2018-2019 fiscal year, the retirement incentive shall not be offered and shall be considered withdrawn from the District's economic settlement proposal.
4. Maintenance of current contract language at Article X, Section 4.0 re reassigned time
  5. Items 1, 2, 3, and 4 are contingent upon mutual agreement on the following:

- a. Withdrawal of AVCFT’s proposal for supplemental pay for faculty evaluation
- b. Withdrawal of AVCFT’s proposal for longevity increase for Column 1 and Column 2 at years 16 and 21.
- c. Attainment of mutually agreeable language on the following articles (working in part from language already proposed)
  - i. Article IX – Health and Welfare Benefits
  - ii. Article IX -- Other (Elimination of aged-out language)
  - iii. Article IX Increase in steps in all Adjunct tables
  - iv. Article I – Duration
  - v. Article VII – Tutoring
  - vi. Article X -- Duty Hours
  - vii. Article X – Adjunct Office Hours
  - viii. Article VIII – Evaluations
  - ix. Forms related to Article VIII Evaluations
  - x. Article XIII – Federation Rights
  - xi. Article XVII – Distance Learning
  - xii. MOU re employee information and AVCFT access during new employee onboarding process
  - xiii. Article XIV – Grievance Policy
  - xiv. Article XIX – Intellectual Property Rights

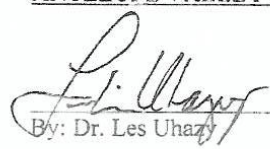
TENTATIVE AGREEMENT

AVCFT

ANTELOPE VALLEY CCD

  
 \_\_\_\_\_  
 By: David Adams

12/7/18  
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 Date

  
 \_\_\_\_\_  
 By: Dr. Les Uhazy

12-07-2018  
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 Date

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**SIDE LETTER OF AGREEMENT  
BETWEEN  
AVCCD AND AVCFT**

May 7, 2014

**Regarding the initial District-wide implementation of Department Chairs as a part of the organization structure of Antelope Valley College**

The Antelope Valley College District and Antelope Valley College Federation of Teachers agree to the following regarding the initial implementation of Department Chairs as an integral part of the organizational structure of the College:

**Goal: To have a comprehensive Department Chair structure in place beginning January, 2015**

- August, 2014 - Each division Dean will provide an orientation to their faculty regarding the new Department Chair structure. They will follow the process as outlined in Article XX, section 1.1.2 regarding Department Composition.
- September, 2014 - For the initial election of Department Chairs only, the process will begin in September, 2014. Following the initial elections, and for each following cycle, the elections will begin in February as indicated in section 1.3.2.
- The election process will follow the timelines delineated in section 1.3.2.
- The initial Term of Office will begin in January, 2015. As a result, the initial term of office will extend beyond the regular term of office by two to three months. The regular term of office will be three years as indicated in section 1.3.3.
- As the Department Chairs will be working half of the academic year, half of the yearly stipend will be paid after the end of the summer 2015 term.

Edward T. Knudson, Superintendent /President

Susan Lowry, AVCFT President

Liette Bohler, Chief Negotiator