

SIDE LETTER OF AGREEMENT

BETWEEN

ANTELOPE VALLEY COMMUNITY COLLEGE DISTRICT (AVCCD)

AND

THE ANTELOPE VALLEY COLLEGE FEDERATION OF TEACHERS (AVCFT)

April, 2018

Regarding compliance with Education Code 87482.3 as it pertains to part-time, temporary faculty.

On January 29, 2018, AVCCD and AVCFT reached tentative agreement regarding part-time, temporary faculty as required in Education Code 87482.3.

On March 28, 2018, AVCFT ratified the agreement with its membership.

As agreed to in subsection 14.11:

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.

The negotiated language will be added to the existing contract at the conclusion of the current negotiation cycle.

Dr. Bonnie C. Suder DATE 4/18/18
Bonnie Suderman – Assistant Superintendent/Vice President of Academic Affairs

Scott Lee DATE 4/11/18
Scott Lee – President AVCFT

Attachment: Article X, Sections 13, 14, and 15 agreed to language modifications.

Ed Knudson 5/15/18
Ed Knudson - Superintendent/President Date

- 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 shall be placed on the POA list based upon their Service Date.
- 14.6 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.
- 14.7 Faculty who share the same Service Date shall be placed on the POA list based on the lottery system performed by Human Resources.
- 14.8 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 14.6.
- 14.9 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 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.

- 14.10 When applicable, new course sections will be offered to Faculty up to the contract defined maximum load (see Article X, 13.4) utilizing the POA list.
- 14.11 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.
- 14.12 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.