

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 / Lab:	1.0
Lab:	1.0 0.67
Lecture Lab:	1.0 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~~

103 ~~detailing, week by week, the manner in which items 3.2(a), (b),~~
104 ~~and (c) were satisfied. The Vice President of Academic Affairs~~
105 ~~and the Federation will each send a reminder to all full-time~~
106 ~~faculty regarding the necessity to submit the summary. Failure to~~
107 ~~fulfill this obligation may be informally addressed by the Dean~~
108 ~~and/or in accordance with Article VIII.~~ First and second year F/T
109 contract classroom and non-classroom faculty are encouraged but
110 not required to participate in District-related service or shared
111 governance, but shall still be required to meet their workweek
112 requirement of not less than 30 hours per week through other
113 activities pursuant to 3.2 (a), 3.2(b), or 3.2(c).
114

115 3.2.1 Courses scheduled on Friday evening or Saturday may be
116 assigned as part of a full-time faculty member's base load. College
117 administrators will make every effort to assign full-time faculty
118 members to Friday evening or Saturday courses and locations on
119 a volunteer basis.
120

121 3.2.2 Full-time faculty who are assigned to teach courses on Friday
122 evening or Saturday shall be rotated term to term except by mutual
123 consent between the faculty member and supervising college
124 administrator.

125 3.2.3 Full-time faculty who are assigned to satellite locations shall be
126 rotated term to term except by mutual consent between the faculty
127 member and the supervising college administrator.
128

129 3.2.4 College administrators shall make diligent efforts to
130 accommodate full-time faculty member requests for regular load
131 class assignment start times to occur within an 8-hour window
132 each day. However, scheduling of classes must take into account
133 the needs of students and the availability of facilities and therefore
134 faculty requests cannot be guaranteed.
135

136 3.2.5 College administrators shall make diligent efforts to schedule full-
137 time faculty member regular load classes such that there will be
138 at least ten hours between the end of the last regular load class and
139 the start of the first regular load class the next day. However,
140 scheduling of classes must take into account the needs of students
141 and the availability of facilities and therefore faculty requests
142 cannot be guaranteed.
143

144
145 3.3 Counselor Duty Assignments
146

147 3.3.1 10 month Counselor Duty Assignments
148

149 The total number of hours worked during the academic calendar
150 shall not exceed the total workload defined in section 2.0. The
151 number of hours worked per week may vary depending on the
152 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 ~~24~~ ~~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. **These activities can be completed remotely by mutual agreement between the faculty member and their direct supervisor/division dean.** Student contact hours may be reassigned to other duties such as program development. **Counselors may also choose to teach up to 3 units onload to meet their required student contact hours.**

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. These activities can be completed remotely by mutual agreement between the faculty member and their direct supervisor/division dean. Student contact hours may be reassigned to other duties such as program development. Counselors may also choose to teach up to 3 units onload to meet their required student contact hours.

3.3.5 The duty assignment of all subsequent counseling hires will be based on the job announcement. However, weekly student contact hours will be consistent with their counseling duty assignment (e.g., 10 month, 11 month, or 12 month).

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, research workshops).

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).

3.4.4 Limits to Course Instruction Onload

As non-classroom, non-counseling faculty have a collection of responsibilities in service to the District and its students, there are limits to their requirements to teach credit or non-credit course as part of their standard load.

- (a) Learning Center Faculty cannot be assigned more than 3 LHE of credit and/or non-credit courses as part of their standard load. Any course assignments over 3 LHE must be assigned as Overload, barring mutual agreement between the faculty member and their immediate supervisor.
- (b) Library Faculty cannot be assigned more than 3 LHE of credit and/or non-credit courses as part of their standard load. Any course assignments over 3 LHE must be assigned as Overload, barring mutual agreement between the faculty member and their immediate supervisor.

3.4.5 Remote Work

- (a) Learning Center Faculty may work remotely for 20% of their assigned work hours that do not require being on campus. Line-of-sight supervision requirements can be determined as needed.
- (b) Library Faculty may work remotely for 20% of their assigned work hours that do not require being on campus. Library Faculty providing email and/or chat reference services may do this

remotely and these hours may be flexible - as mutually agreed between the faculty member and their immediate supervisor - to provide these services during evening and weekend hours.

3.4.6 Reference Desk Hours Limit

- (a) As Library Faculty perform a collection of functions as defined by their job announcements, full-time Library Faculty cannot be scheduled for more than 7 hours per week of student contact at the Library Reference Desk.
- (b) Full-time Library Faculty cannot be scheduled for student contact hours at the Library Reference Desk, less than one hour after having completed a session of an in-class LIB course except by mutual agreement between the Library Faculty Member and their immediate supervisor.
- (c) Neither Full-time nor Adjunct Library Faculty can be scheduled to provide reference service at either campus on the same day they teach a session of an LIB course at a different campus except by mutual agreement between the Library Faculty Member and their immediate supervisor.

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 Classroom and non-classroom faculty cannot be required to work overload. All faculty must consent before being assigned any overload.

3.5.3 Faculty shall not teach beyond their regular full-time assignment for the purpose of extra pay (overload) until their regular assignment has been fulfilled.

~~3.5.4 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).~~

~~3.5.5 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 (Changes to This Section Have Already Been Proposed)

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 if 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 (Changes to This Section Have Already Been Proposed)

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.

Adjunct faculty shall be subject to the progressive discipline procedures set forth in Article VII of this Agreement as allowed by Education Code 87665. The District shall not discipline, suspend, terminate during an assignment, remove an adjunct faculty member from an assignment for disciplinary reasons, or deny future assignments for disciplinary or performance-related reasons except in accordance with Article VII. For purposes of this section, all references in Article 7 to "faculty," "employee," or "bargaining unit member" shall include adjunct 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, without a teaching load, 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~~ \$800 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~~ \$100 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 OUTCOMES 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 submitted their outcomes data to District-approved outcomes management software.:

Proof of having completed outcomes will be verified through the District-approved outcomes management software and will be automatically submitted to payroll for compensation.

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 2nd, August 2nd, and December 2nd.
- (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/Tenure Track) 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.

(a) 13.1 applies to non-classroom faculty assignments and required hours.

~~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. All faculty shall submit an "Assignments/Preferences" sheet by the deadline established by the District. The deadline shall be clearly stated on the sheet. The sheet shall be returned by every faculty member, including any faculty member who is not requesting an assignment.~~

(a) The Assignment/Preference Sheet shall include:

- a section for faculty to identify their preferred courses, sections, modalities, days, times, and locations;
- a section for faculty to indicate that they are not requesting an assignment; and
- a designated section for faculty to enter the amount and source of any reassigned time they project receiving during the applicable semester.

(b) Projected reassigned time entered on the Assignment/Preference Sheet shall be considered when developing the faculty member's assignment and shall be treated as face-to-face load for scheduling and load-distribution purposes.

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.

- 912
- 913 (a) A course is canceled due to low enrollment;
- 914
- 915 (b) Course offerings/workload in the discipline areas have been reduced;
- 916
- 917 (c) The faculty declines or temporarily reduces service for a reason approved
- 918 by the dean;
- 919
- 920 (d) The faculty requests a permanent reduction in the assignment;
- 921
- 922 (e) Consolidation of courses/workload into a contract position;
- 923
- 924 (f) Reduction in force;
- 925
- 926 (g) Return of full-time or contract faculty from sabbatical or leave;
- 927
- 928 (h) Course/workload needed for full-time or contract faculty needing
- 929 to make load (course/workload will be taken first from interns,
- 930 emergency hires, or other faculty in hiring pool);
- 931
- 932 (i) Adjunct has been removed from the pool;
- 933
- 934 (j) Inability to complete assignment without acceptable reason;
- 935
- 936 (k) Other identified district need or reason (must be stated);
- 937
- 938 (l) A loss of assignment may be attributed to Priority of Assignment
- 939 rights as specified in 14.0.
- 940

941 13.6 Withholding of adjunct load and overload may not be unreasonable, arbitrary or

942 capricious.

943

944 13.7 The number of course preparations should not exceed three per semester

945 except in the following situations:

946

- 947 (a) Instructor Request
- 948
- 949 (b) To provide for a full teaching load after other alternatives have been
- 950 exhausted.
- 951

952 13.8 The Administration will have “right of assignment” which shall not

953 supersede any other protection guaranteed under this agreement, and

954 shall be based upon student and community need.

955

956 14.0 Priority of Assignment (Seniority List for Assignment)

957

958 “Adjunct Faculty” shall be used in this Agreement to mean temporary classroom

959 and non-classroom Faculty as defined in California Education Code Section

960 87482.5.

961

962 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 ~~five~~ ~~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.

- 1014
- 1015 14.7 All Faculty who have separated from the college or who have
- 1016 discontinuation of service from the college for at least 3 years shall be
- 1017 removed from the POA list. Faculty who are re-hired will have a new
- 1018 Service Date and will be required to complete the process as stated in 14.1.
- 1019
- 1020 14.8 Faculty who share the same Service Date shall be placed on the POA list
- 1021 based on the lottery system performed by Human Resources.
- 1022
- 1023 14.9 In cases where ties in priority of assignment within a discipline need to be
- 1024 broken, the second criteria to be applied shall be determined by her/his
- 1025 total accumulated FTEF (Full-time equivalent Faculty). For Full-time
- 1026 Faculty, only overload assignment and previous Adjunct total
- 1027 accumulated FTEF will be counted, subject to the stipulations of 14.7.
- 1028
- 1029 14.10 Bumping rights begin four weeks before the beginning of the respective
- 1030 part of term and end 10 calendar days before the start of the semester.
- 1031 Bumping rights do not apply to intersession and summer. If the class
- 1032 cancellation is made more than 10 calendar days prior to the start of the
- 1033 semester, Faculty who had the reduction in assignment will be contacted
- 1034 by the Dean or Department Chair and advised of available alternative
- 1035 assignments as determined by the Dean based on the following order:
- 1036
- 1037 1. Scheduled classes without an assigned instructor;
- 1038 2. Classes scheduled to an instructor not on the POA list; or
- 1039 3. Faculty with least seniority on the POA list.
- 1040
- 1041 Faculty who refuse an available alternative assignment will retain LHE
- 1042 rights for one parallel term (fall to fall, spring to spring).
- 1043
- 1044 Bumping will not occur less than 10 calendar days prior to the start of the semester.
- 1045
- 1046 In the event the percentage of LHE assignment of a Faculty member who
- 1047 has qualified for POA rights must be reduced due to circumstances beyond
- 1048 his/her control as stated in Article X, 13.5, the affected Faculty member
- 1049 shall have the right to maintain his/her current percentage of LHE
- 1050 assignment for the next parallel term.
- 1051
- 1052 14.11 When applicable, new course sections will be offered to Faculty up to the
- 1053 contract defined maximum load utilizing the POA list.
- 1054
- 1055 14.12 Priority of Assignment (Seniority List for Assignment) will be
- 1056 implemented in spring and fall 2019 and will be based upon the Adjunct
- 1057 Faculty and Full-time Faculty overload assigned LHE for spring and fall
- 1058 2018.
- 1059
- 1060 14.13 Upon request the Faculty member will be provided access to the POA list.
- 1061 The department POA list will be available at the office of the Dean.
- 1062
- 1063 15.0 Faculty Reassignment
- 1064

1065 15.1 For purposes of this article, reassignment shall only mean to change a full-time
1066 faculty member's
1067

- 1068 (a) Assignment or work duties from one division to another or
1069 (b) Assignment or work duties from one discipline to another.
1070

1071 15.2 Reassignment may be voluntary (initiated by the faculty member) or
1072 involuntary (initiated by the District).
1073

1074 15.3 Reassignment shall be based on due consideration of the following factors:
1075

- 1076 (a) minimum qualifications
1077 (b) legal requirements applicable to the District,
1078 (c) programmatic needs of the District,
1079 (d) viability of education programs,
1080 (e) exploration of alternatives,
1081 (f) recent experience in the discipline/work duties,
1082 (g) injury or health considerations,
1083 (h) need to maintain a full-time load.
1084

1085 15.4 Reassignment within a division falls within the administration's right of
1086 assignment based on the factors enumerated in section 14.3 of this
1087 article.
1088

1089 15.5 Voluntary Reassignment
1090

1091 If a full-time vacancy occurs in a division or discipline outside of the unit
1092 member's normal assignment, the unit member may submit a written
1093 request to the appropriate vice president to be reassigned. The vice
1094 president will consult with the unit member's original division to establish
1095 the continued viability of the programs that the unit member is leaving. If
1096 the majority of the faculty and the dean of the original department are in
1097 agreement, then the members of the receiving division will be consulted.
1098 If the majority of the faculty and the dean of the receiving department are
1099 in agreement, and if all of the above factors have been duly considered,
1100 then the reassignment shall be allowed.
1101

- 1102 (a) The District may also reassign current faculty to a new assignment
1103 in the absence or a vacancy if the reassignment is made by mutual
1104 agreement of the faculty and the District and the originating and
1105 receiving departments have been consulted as delineated in the
1106 above paragraph.
1107

1108 15.6 Involuntary Reassignment
1109

1110 Involuntary reassignment shall be initiated by the District based only on the
1111 factors enumerated above in section 14.0 of this article.
1112

- 1113 15.6.1 Absent an urgent need for the immediate services of a unit
1114 member, any member who is involuntary reassigned will return

1115 to his/her original assignment at the beginning of the next year.

1116
1117 15.7 Split Assignment
1118

1119 Reassignment may include an assignment split between
1120 division/disciplines, campuses, centers or sites.

1121
1122 A faculty member may not be involuntary reassigned to a split
1123 assignment unless such reassignment is necessary

- 1124
1125 (a) to maintain a full-time load
1126 (b) because student demand necessitates such reassignment
1127 (c) because requests for voluntary reassignment have failed to
1128 provide adequate course coverage
1129 (d) because programs have been reduced or eliminated (reduction in
1130 force).

1131
1132 15.7.1 Involuntary split assignments will be reviewed each semester to
1133 ensure that the reassignment is still applicable. When the split
1134 assignment is no longer necessary, the faculty member will return
1135 to his/her original assignment.

1136
1137 15.7.2 College administrators shall make diligent efforts to ensure that
1138 involuntary split assignments are rotated amongst faculty.
1139 However, whether an involuntary split of assignment is necessary
1140 must take into account the needs of the students and the
1141 availability of facilities and therefore such rotations may not be
1142 guaranteed in any given semester.

1143
1144 15.8 Reduction in Force
1145

1146 In the case of a reassignment due to a reduction in force, 10, 11, and 12 month assignments
1147 shall all be considered full-time faculty assignments. The new assignment may be for a
1148 different number of months than the original in order to avoid layoff. Such reassignments
1149 shall be subject to annual review by the District with the possibility of reinstatement to the
1150 original 10, 11, or 12 month position.
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