



54 The reasons for layoffs shall include (1) separation from a permanent position due to lack of work,  
55 lack of funds, expiration of specially funded programs, or because the position has been abolished  
56 or reclassified; or (2) a change in an employee's position which results in an involuntary reduction  
57 in hours or basis of assignment to a lower job classification.  
58

### 59 **20.23 Notice of Layoff**

60  
61 Any layoffs shall take place upon written notice. Any notice to the affected unit member of layoff  
62 shall specify the reason for layoff, the date of the layoff, the identity by name and classification of  
63 the employee designated for layoff and information on rights to a hearing in accordance with  
64 Education Code 88017, displacement rights, if anyknown, and reemployment rights. Unit members  
65 shall be provided notice no later than March 15th, unless the layoff is a result of the expiration of a  
66 specially funded program. If the layoff is due to expiration of a special funded program, then the  
67 unit member will receive sixty (60) calendar days' notice.  
68

### 69 **20.34 Order of Layoff**

70  
71 1) Layoff or a reduction in assigned hours will be based on length of service in the  
72 classification-seniority by classification. The order of layoff shall be based on length of  
73 service within that class and higher classes throughout the District. A unit member with  
74 the least seniority within the class plus higher classes shall be laid off first. In the event  
75 that unit members have the same hire date in classification, the District hire date in the  
76 AVCFCE-represented bargaining unit classified service shall prevail. In the event unit  
77 members have the same date of hire in the classified service, a lottery shall determine the  
78 order of seniority.  
79

80 Employees with the least seniority of District employment within their classification will be  
81 the first to be laid off or have a reduction in assigned hours if necessary, because of lack  
82 of work or lack of funds. Those laid off would be eligible for re-employment for a period of  
83 thirty-nine (39) months in inverse order of layoff.

84 A. The order of layoff of unit employees shall be determined by length of service in the  
85 classification. The employee who has been employed the shortest time in the  
86 affected classification, including time employed in a higher classification, if  
87 applicable, shall be laid off first providing that person has completed the  
88 probationary period for the position currently held. The employee who has been  
89 employed the shortest time in the classification, plus higher classes, shall be laid off  
90 first.

91 B. For purposes of this section, "length of service" means date of employment in the  
92 regular classified service. Seniority within a classification shall be calculated by  
93 length of service within a classification, or higher classification in which the  
94 employee is serving or has served. For the purpose of this section, a higher  
95 classification is any classification in a higher salary range. A unit member who is  
96 involuntarily transferred laterally to a new classification shall retain seniority in the  
97 prior classification. A unit member who is voluntarily transferred laterally and/or  
98 voluntarily demoted to a new classification shall receive seniority in the new  
99 classification at the completion of a probationary period.  
100

### 101 **20.45 Equal Seniority/Bumping or Displacement Rights**

102  
103 A unit member noticed for layoff may bump into another classification in which the employee  
104 has previously served, provided the classification into which they are bumping is equal to  
105 or lower than the position from which they have been laid off and the unit member has  
106 greater seniority than the employee being bumped. Any unit member noticed for layoff may  
107 continue to bump into lower classes to avoid layoff. Displacement into a lower class shall  
108 be considered demotion for the purposes of this Article.

109 ~~If two (2) or more permanent unit members subject to layoff have equal class seniority,~~  
110 ~~within classifications, priority shall be given to the unit employee with greater overall District~~  
111 ~~seniority; if that be equal, the layoff determination of rights shall be by lot. The employee to~~  
112 ~~be bumped/laid off shall be the one with the least seniority in the classification.~~

## 114 20.56 Re-employment Rights

- 115  
116 1) Laid off unit members are eligible for re-employment in the class from which they  
117 were laid off, or to a lower classification for which the unit member is qualified, for  
118 a thirty-nine (39) month period and shall be reemployed in the reverse order of layoff.  
119 Their re-employment shall take precedence over other employment in the  
120 classification in which they have seniority.
  - 121  
122 2) A unit member who is laid off and is subsequently eligible for re-employment as  
123 provided for herein, shall be notified in writing by the District.
  - 124  
125 3) Unit members who accept a position lower than their former class shall retain their  
126 original thirty-nine (39) month rights to their original (higher) classification.
  - 127  
128 4) An employee who has been laid off from a class, or who is subject to layoff, may  
129 accept a transfer, voluntary demotion, or a voluntary reduction in status or assigned  
130 time in lieu of a layoff, and shall be granted the same rights as persons laid off. If at  
131 the end of the 39-month reemployment period the employee has not been  
132 reemployed in the former class, the employee may be considered for reinstatement  
133 to the former class within an additional period of up to 24 months subject to approval  
134 by the Office of People, Culture, and Talent, provided that the same tests of fitness  
135 under which the employee qualified for appointment to the class still apply.
- 136 ~~Permanent laid off unit members are eligible for re-employment in the class from which they~~  
137 ~~were laid off for a thirty-nine (39) month period and shall be reemployed in the reverse order~~  
138 ~~of layoff. Their re-employment shall take precedence over other employment in the~~  
139 ~~classification in which they have seniority.~~

## 141 20.67 Fringe Benefits Notification of Re-employment

142  
143 Fringe benefit coverage, if currently provided, shall continue for the duration allowed by  
144 the plan not to exceed ninety 90 days from the date of the layoff. Unit members subject to  
145 layoff shall be entitled to use up to seven (7) days of available personal necessity leave, as  
146 an acceptable reason under Article 10.13.5, for purposes of bonafide job interviews with  
147 other prospective employers.  
148 A unit member, who is laid off and is subsequently eligible for re-employment as provided  
149 for herein, shall be notified in writing by the District.

## 151 20.78 Employee Notification to the District Regarding Offer of Re-Employment

- 152  
153 1) A unit member shall notify the District in writing of their intent to accept or refuse re-  
154 employment within ten (10) working days following receipt of the re-employment notice.  
155 Failure by the unit member to tender the written notice to the District within ten (10) days  
156 as provided for herein shall be deemed a refusal of employment by said unit member.
- 157  
158 2) The laid off unit member may decline two (2) offers of employment before relinquishing  
159 their position on the 39-month reemployment list.
- 160  
161 3) A unit member who receives such notice of reemployment and fails to respond in writing  
162 within ten (10) working days shall be deemed to have rejected the offer of reemployment.  
163

- 164 4) If a unit member on a re-employment list refuses the second offer of employment, no  
165 additional offers will be made, and the employee shall be considered unavailable for work  
166 and have waived any and all re-employment rights.  
167
- 168 5) If the unit employee in a layoff status accepts the position being offered, the unit employee  
169 shall notify the District of their expected return-to-work date, which may be up to  
170 thirty (30) calendar days from the postmark date of the notice have up to thirty (30)  
171 calendar days from the postmark date of the notice to report to work. This does not  
172 preclude a unit employee from returning to work in fewer than thirty (30) calendar days.  
173 Failure to report to work within the thirty (30) calendar days shall be considered a rejection  
174 of the offer of reemployment.  
175
- 176 6) A unit employee reemployed after being laid off shall be fully restored to their classification  
177 with all rights to permanent status.  
178

179 **20.9 Challenge to Layoff: Alleged violations of this article shall be reviewable under existing**  
180 **judicial provisions, administrative hearing procedures, or the grievance procedure in the**  
181 **Agreement.**

182 **Re-employment**

- 183 ~~1) Unit members who accept a position lower than their highest former class shall~~  
184 ~~retain their original thirty-nine (39) month rights to the higher position.~~
- 185 ~~2) An employee who has been laid off from a class, or who is subject to layoff~~  
186 ~~reclassification, or change of location, may accept a transfer, a voluntary demotion,~~  
187 ~~or a voluntary reduction in status or assigned time in lieu of a layoff reclassification,~~  
188 ~~change of location, or layoff from the District, and shall be granted the same rights~~  
189 ~~as persons laid off. If at the end of the 39-month reemployment period the employee~~  
190 ~~has not been reemployed in the former class, the employee may be considered for~~  
191 ~~reinstatement to the former class within an additional period of up to 24 months~~  
192 ~~subject to approval by the Office of Human Resources, provided that the same tests~~  
193 ~~of fitness under which the employee qualified for appointment to the class still~~  
194 ~~apply.~~
- 195 ~~3) Layoff as used herein shall refer to separation from service or reduction in assigned~~  
196 ~~time. Fringe benefit coverage, if currently provided, shall continue for the duration~~  
197 ~~allowed by the plan not to exceed 30 days. Unit members given a notice of intended~~  
198 ~~non-re-employment shall be entitled to use three (3) days of available personal~~  
199 ~~necessity leave for purposes of bonafide job interviews with other prospective~~  
200 ~~employers.~~
- 201 ~~4) Alleged violations of this article shall be reviewable under existing judicial~~  
202 ~~provisions, administrative hearing procedures, or the grievance procedure in the~~  
203 ~~Agreement.~~
- 204 ~~5) Nothing herein provided shall preclude a layoff for lack of funds in the event of an~~  
205 ~~actual and existing financial inability to pay salaries of classified unit members, nor~~  
206 ~~layoff for lack of work resulting from causes not foreseeable or preventable by the~~  
207 ~~governing board, without the notice required by the sections above.~~

208  
209 **Language to be added to Article 10.13.5.5: Bona fide Job Interviews for Employees Subject**  
210 **to Layoff: Per Article 20.7, unit members subject to layoff may use up to seven (7) days of**  
211 **personal necessity leave for job interviews with prospective employers.**

213 ANTELOPE VALLEY COLLEGE FEDERATION  
214 OF CLASSIFIED EMPLOYEES, LOCAL 4683

215 *Pamela Ford*

215 Jun 25, 2026

217 Pamela Ford, AVCFCE President

213 ANTELOPE VALLEY COLLEGE DISTRICT

215 *Lauren Elan Helsper*

215 Jun 25, 2026

217 Lauren Elan Helsper, VP PCT

164  
165  
166  
167  
168  
169  
170  
171  
172  
173  
174  
175  
176  
177  
178  
179  
180  
181  
182  
183  
184  
185  
186  
187  
188  
189  
190  
191  
192  
193  
194  
195  
196  
197  
198  
199  
200  
201  
202  
203  
204  
205  
206  
207  
208  
209  
210  
211  
212  
213  
214  
215  
216  
217  
218

219  
220  
221  
222



Jun 25, 2026

---

Jennifer Zellet, Superintendent/President












# TA-Art-20-Layoff 2026-05-14

Final Audit Report

2026-06-25

Created:	2026-06-24
By:	Lauren Elan Helsper (lauren.elanhelsper@avc.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAAaWctyB-UIn3t9Q1Je7716F0BDrywIJ4W

## "TA-Art-20-Layoff 2026-05-14" History

-  Document created by Lauren Elan Helsper (lauren.elanhelsper@avc.edu)  
2026-06-24 - 5:46:59 AM GMT- IP address: 142.129.65.93
-  Document emailed to Pamela Ford (pamela.ford@avc.edu) for signature  
2026-06-24 - 5:48:05 AM GMT
-  Email sent to rerickson@mcdougallawfirm.co bounced and could not be delivered  
2026-06-24 - 5:48:15 AM GMT
-  Email viewed by Pamela Ford (pamela.ford@avc.edu)  
2026-06-25 - 2:43:00 PM GMT- IP address: 104.47.73.254
-  Document e-signed by Pamela Ford (pamela.ford@avc.edu)  
Signature Date: 2026-06-25 - 2:43:30 PM GMT - Time Source: server- IP address: 207.233.90.1 - Signature Appearance Selected: IMAGE
-  Document emailed to Lauren Elan Helsper (lauren.elanhelsper@avc.edu) for signature  
2026-06-25 - 2:43:31 PM GMT
-  Email viewed by Lauren Elan Helsper (lauren.elanhelsper@avc.edu)  
2026-06-25 - 3:01:15 PM GMT- IP address: 104.47.73.254
-  Document e-signed by Lauren Elan Helsper (lauren.elanhelsper@avc.edu)  
Signature Date: 2026-06-25 - 3:01:46 PM GMT - Time Source: server- IP address: 142.129.65.93 - Signature Appearance Selected: IMAGE
-  Document emailed to Jennifer Zellet (jennifer.zellet@avc.edu) for signature  
2026-06-25 - 3:01:48 PM GMT
-  Document e-signed by Jennifer Zellet (jennifer.zellet@avc.edu)  
Signature Date: 2026-06-25 - 3:08:37 PM GMT - Time Source: server- IP address: 207.233.90.1 - Signature Appearance Selected: IMAGE
-  Agreement completed.  
2026-06-25 - 3:08:37 PM GMT