

Memoranda of Understanding: Additions to 2003 – 2005 CB Agreement

Article X, sections 2.0 and 4.0--Duty Hours and Duty Days  
counselor,  
10 and 12 month non-classroom, non-counseling

Temporary faculty and union representation

Article XVIII—Faculty Assignments for Administrative Personnell

Flex Requirements—exemption and 12 month faculty

Salary and Benefits Agreement for 2004-2005 plus salary schedules

2005-2006 Adjunct Insurance and Office hour programs

Article V, section 17—Overload Banked Leave

Article X, sections 1.0 – 5.0—Faculty Assignments

Classroom Faculty Workload

Non-classroom Faculty Workload

Duty Hours

Counselor Duty Assignments (10, 11 and 12 month)

Non-classroom, Non-counseling Faculty Duty Assignments (10 and 12 month)

Equivalency classroom to non-classroom workloads

Duty Days

Vacation

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Article VIII—Tenure and Evaluation—Timeline Changes

Athletic Director and Coaching

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Article XI—Eleven Month Counselor Duty Assignments

Option to Elect 11-Month Counselor Duty Assignment

Changes to Timeline for Adjunct Evaluations Spring 2006 to Spring 2007

Changes to adjunct pay dates for spring 2006

Antelope Valley College Federation of Teachers  
and  
Antelope Valley Community College District

Memorandum of Understanding  
April 28, 2004

AVCFT and AVCCD agree to the following modifications to the collective bargaining agreement, effective July 1, 2004:

Under Article X, section 2.0 "Duty Hours"

~~Change 2.3—Counselor Duty Assignments~~

~~Counselor and Athletic Advisor Duty Assignments (10 and 11 month)~~

Add: Athletic Advisor and 11 month counselors shall meet with their supervisor to schedule the 20 additional work days (see Duty Days). If mutual agreement is not reached on the work schedule, the matter shall be referred to the supervisory vice-president for a decision.

Delete: ~~2.4 All Other non-classroom faculty duty assignments:  
All other support services . . . . service and preparation for the above assignments.~~

ADD:

2.4 10 month non-classroom, non-counseling faculty

The assignment shall be for thirty-seven (37) hours per week. Five and a half (5.5) 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 31.5 scheduled hours before each semester/term begins. If mutual agreement is not reached on the work schedule, 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).

2.5 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 schedule, 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/term/session to allow for unusual work weeks (e.g., performances, fair, Saturday trips or unforeseen circumstances).

Add under "Duty Days" Article X, section 4.0 (and renumber)

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

4.4.b The number of duty days for unit members employed on an 11 month or 12 month contract cannot be modified without negotiation.

  
AVCCD Date 5-26-04

  
AVCF Date 5/25/04

ANTELOPE VALLEY COLLEGE  
FEDERATION OF TEACHERS  
(AVCFT)

ANTELOPE VALLEY COMMUNITY COLLEGE DISTRICT  
(AVCCD)

FACULTY RETIREMENT INCENTIVE  
2003-04

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding constitutes an agreement between the AVCFT and AVCCD to provide a faculty retirement incentive as follows:

Eligibility:

A unit member taking advantage of any of the options of this one-time opportunity must meet all of the following conditions:

1. Be at least 55 years of age on the date of retirement and must have been employed by the District for at least 5 years in a regular/contract position.
2. Submit a letter of retirement to the Superintendent/President by 4:30 p.m. on April 14, 2004. The effective date of the retirement shall not be later than June 30, 2004.

Incentive Options:

A retiring employee may choose one of the following options:

1. If the retiring employee is not eligible for health benefits under the existing Retired Faculty Benefit Plan included in the current collective bargaining agreement (see Article VI) or is eligible and would like to include that benefit in their incentive package, then the following option is available:
  - A monthly supplemental retirement benefit based on 4% of salary.
2. If the retiring employee is eligible for health benefits under the existing Retired Faculty Benefit Plan included in the current collective bargaining agreement (see Article VI) and chooses to completely waive this benefit, then the following options are available:
  - A monthly supplemental retirement benefit based on 5.5% of salary if at least 3 years but less than 5 years of health benefits are waived.
  - A monthly supplemental retirement benefit based on 7% of salary if at least 5 years but less than 7 years of health benefits are waived.
  - A monthly supplemental retirement benefit based on 8% of salary if 7 or more years of health benefits are waived.

**Other Provisions:**

This is a one-time only retirement incentive. The options and benefits described will not be available beyond the dates specified.

No other District offered retirement incentive may be used in conjunction with this program except as specifically stated.


At least six unit members must retire under this program in order for it to be in effect. If six unit members have not submitted retirement letters by the deadline, this program will be canceled.

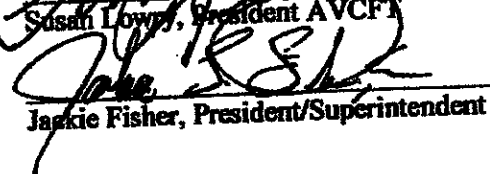
Supplemental retirement benefit payments to commence August 1, 2004.

All positions vacated due to this incentive will be filled with full-time hires. However, this agreement is intended to result in a cost savings to the District. If the final calculations for the total retirement incentive program do not result in a cost savings it may be necessary to temporarily delay hiring the vacant faculty positions.

**Supplemental Retirement Benefit Payment Options:**

- **Life Only** – Benefits will be distributed in monthly payments during the retiree's life only. No payments will be made to retiree's spouse or other beneficiary after retiree's death, even if retiree dies soon after payments begin.
- **Joint & 50% Survivor** – Benefits will be distributed in monthly payments for the duration of the lifetime of the retiree. Upon retiree's death, the payments will continue to the retiree's spouse for the rest of his or her life equal to 50% of the monthly payment retiree received prior to their death.
- **Life & 10 Year Certain** – Benefits will be distributed in monthly payments for the lifetime of the retiree. If retiree dies before 10 years of payments have been made, the balance of the payments will continue so that a total of 120 payments will have been made to the retiree and his or her beneficiaries and no further payments will be made to any beneficiary.
- **5-10 Year Monthly Payments** – Benefits will be distributed in monthly cash installments over a guaranteed period of 5, 6, 7, 8, 9, or 10 years, as retiree chooses. Upon retiree's death, the benefit payment will continue to the retiree's beneficiary for the remainder of the guaranteed period.

  
\_\_\_\_\_  
Susan Lowry, President AVCFA

  
\_\_\_\_\_  
Jackie Fisher, President/Superintendent

5/8/07  
\_\_\_\_\_  
Date


9-5-3-04  
\_\_\_\_\_  
Date

Antelope Valley College Federation of Teachers  
and  
Antelope Valley Community College District

Memorandum of Understanding  
June 19, 2004

AVCFT and AVCCD enter into the following agreement for the period of July 1, 2004 to June 30, 2006:

Hourly pay given to temporary faculty members in lieu of reassigned time for serving as union officers/representatives will not count towards load for the purposes of the 60% rule (Education Code 87482 and 87482.5).

  
AVCCD                      6/9/04  
Date

  
AVCFT                      6/9/04  
Date

7/14/04 TA

7/14/04 TA

~~AA~~  
Kathryn A. Bartow

ARTICLE XVIII  
~~TEACHING FACULTY ASSIGNMENTS FOR ADMINISTRATIVE DEANS & DIRECTORS~~  
PERSONNEL

- 1.0 Limited ~~Teaching Faculty~~ Assignments for Administrative ~~Deans and Directors~~ Personnel.
- 1.1 The employees ~~teaching working~~ under this provision are limited to teaching one (1) class (maximum of 4 LHE) or working 27% of the comparable full-time faculty load per semester or summer session or intersession.
- 1.2 The class/assignment may not be ~~taught~~ scheduled during the employee's regular workday.
- 1.3 Before an employee teaching under this provision may be assigned a class/workload, the division dean or administrator responsible for faculty assignments in the area shall:
- (a) identify the class to be taught/work hours to be assigned,
  - (b) inform the division faculty (full-time and adjunct) employed at the time assignments are being made in writing that there is an opening for that class/work assignment six weeks prior to finalization of class assignments (i.e. finalization of class schedule),
  - (c) allow four weeks for a faculty member to indicate an interest in teaching the class or taking the work assignment identified.
- 1.4 Priority consideration shall be given to unit members and no employee covered under this provision may be assigned to teach a class or given a non-classroom faculty assignment unless no qualified unit member has indicated an interest in teaching it.
- 1.5 The following provisions of this agreement shall apply to these employees:  
Article IV--Non-discrimination  
Article V--Leaves  
Article VII--Rights and Duties  
Article IX--Compensation and Related Benefits  
Article XI--Withdrawal of Classes  
Article XII--Overenrolled Classes  
Article XVII-- Distance Learning
- 1.5.1 For Article VIII, Tenure and Evaluation, the ~~deans teaching administrative personnel teaching/working~~ in the division ~~of which they are dean~~ supervise shall be replaced by the appropriate vice president for purposes of evaluation. Deans and faculty shall rotate evaluation of other administrative personnel, as called for in Article VIII.
- 1.6 District employees teaching under this provision will be identified as excluded from the bargaining unit on the list of adjunct employees provided each semester to the Federation.

- 1.7 ~~This article will go into effect only after the Senate has modified the hiring policy to address how the hiring policy will relate to these employees.~~ Administrative personnel doing faculty work under this provision must meet minimum qualifications for the assignment and are subject to the same hiring criteria as adjunct faculty.
- 1.8 This program will be a pilot program through the end of ~~this~~ 2003-2005 contract. At that time, it can be continued by mutual written agreement of AVCFT and AVCCD.



**Antelope Valley College Federation of Teachers  
and  
Antelope Valley Community College District**

**Memorandum of Understanding  
May 26, 2004**

**Flex Requirements**

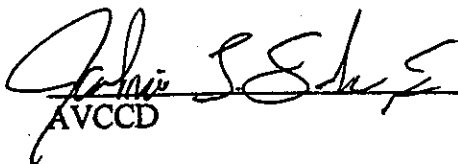
The following language is to be added to the collective bargaining agreement and is to be printed annually in the Flex Booklet.

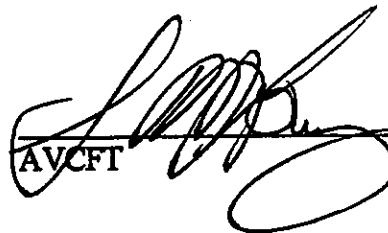
**1. Classes exempt from flex obligation:**

Classes that are not weekly census classes do not include a flex obligation as the baseline number of instructional hours is not reduced through scheduling. Classes typically exempt from flex obligations are summer session and intersession classes and all classes held during fall/spring semester that do not meet for the full term.

**2. Faculty on 12-month contracts:**

Faculty on 12 month contracts, like all other full-time faculty, account for 10 of their contractual workdays by fulfilling their flex obligation. They must, therefore, be released from regular duties for 10 of their scheduled workdays. These days may be but are not required to be the days scheduled as flex days on the AVC Academic Calendar. The faculty member and supervisor shall designate which work days shall be the 10 flex days in the process of setting up the unit member's work schedule for the session/term.

  
AVCCD \_\_\_\_\_ 5/26/04  
Date

  
AVCFT \_\_\_\_\_ 5/25/04  
Date

Tentative Agreement  
between  
Antelope Valley Community College District  
and  
Antelope Valley College Federation of Teachers

August 24, 2004

The cap on the District's contribution to the cost of the benefit's package for October 1, 2004-September 30, 2005 shall be raised to keep the employee cost for Universal Plan A plus other benefits the same as last year (\$12,086).

Across the board increase to full-time salary schedule of 3.4% for the 2004-05 year (retroactive to July 1, 2004). Schedule attached. Should any other group receive a higher percentage increase, the faculty unit will also receive the same percentage increase.

Step 26 shall be established in lieu of the \$500 career increment after three years at step 23. Step 26 shall be \$1,955 more than step 23. Step 26 shall be added to columns III - VII. (See attached full-time salary schedule.)

Establish the following adjunct overload salary schedules:

- a. 100% pro-rata 2004-05 non-classroom adjunct/overload salary schedule with the current 2 (two) columns up to step 8. (See attached.)
- b. All currently employed non-classroom adjunct and full-time faculty shall be placed on the new schedule at the step/column that most closely matches their salary for 2003-04 with no more than a 1% pay decrease. This placement shall be considered each unit member's new placement and he/she shall advance according to the current guidelines.
- c. Establish classroom adjunct/overload schedule based on LHE with rates for all current steps and columns at the 2003-04 year. There shall be two rates: one for Lecture-Lab and Lecture classes and one for Lab classes.
- d. Rates for Lab classes shall remain the same for the 2004-05 year. Rates for Lecture shall be increased by 21%; for Lecture-Lab by 0.7%. (See attached 2004-05 Classroom Adjunct/Overload Schedule.)
- e. Faculty Academy provisions remain in effect at 2% above the 2004-05 rates.
- f. Establish flat adjunct office hour rate for 2004-05 at \$44.25. The number of hours available shall be increased by 50%: 6 office hours for every 3 LHE for a maximum of 18 office hours. Full-time faculty working in summer and intersession remain eligible for office hours at the adjunct office hour rate.
- g. All faculty hourly pay other than office hours shall be paid off the non-classroom salary schedule. All currently employed faculty shall be placed on this schedule at the step/column that most clearly matches their 2003-04 salary with no more than a 1% pay decrease. This placement shall be considered each unit member's new placement and he/she shall advance according to the current guidelines.

- h. Changes in non-classroom adjunct/overload pay and other non-office hour hourly pay will begin during the 2004-05 year as soon as the district is able to implement the changes. Changes in classroom adjunct/overload pay will begin with the fall 2004 semester. The new office hour rate is effective with the fall 2004 semester. The increase in the number of office hours begins with the 2005 intersession.**
- i. Reopen negotiations on adjunct pay for 2004-05 as soon as the reorganization study and the classified staff reorganization study are complete before any recommendations with financial ramifications are implemented.**

**04-05 SALARY SCHEDULE--03-04 + 3.4%**

<b>Range</b>	<b>I</b>	<b>II</b>	<b>III</b>	<b>IV</b>	<b>V</b>	<b>VI</b>	<b>VII</b>
Step 1	\$ 41,865.95	\$ 43,567.63	\$ 45,267.17	\$ 46,966.84	\$ 48,668.38	\$ 50,368.06	\$ 52,067.73
Step 2	\$ 43,821.17	\$ 45,522.56	\$ 47,222.24	\$ 48,921.92	\$ 50,621.73	\$ 52,322.86	\$ 54,022.82
Step 3	\$ 45,776.51	\$ 47,477.81	\$ 49,177.46	\$ 50,877.29	\$ 52,576.67	\$ 54,276.48	\$ 55,977.89
Step 4	\$ 47,731.76	\$ 49,431.00	\$ 51,132.56	\$ 52,832.37	\$ 54,529.18	\$ 56,231.43	\$ 57,932.98
Step 5	\$ 49,686.42	\$ 51,386.36	\$ 53,085.91	\$ 54,787.45	\$ 56,487.12	\$ 58,186.80	\$ 59,886.33
Step 6	\$ 51,641.92	\$ 53,341.45	\$ 55,041.28	\$ 56,742.67	\$ 58,442.21	\$ 60,141.88	\$ 61,841.70
Step 7	\$ 53,595.43	\$ 55,296.53	\$ 56,996.35	\$ 58,696.03	\$ 60,397.43	\$ 62,096.81	\$ 63,796.63
Step 8	\$ 55,550.20	\$ 57,251.90	\$ 58,951.28	\$ 60,651.24	\$ 62,352.51	\$ 64,052.17	\$ 65,751.86
Step 9	\$ 57,505.58	\$ 59,206.97	\$ 60,906.65	\$ 62,606.18	\$ 64,305.72	\$ 66,007.40	\$ 67,822.10
Step 10	\$ 57,505.58	\$ 61,162.05	\$ 62,861.73	\$ 64,561.54	\$ 66,260.93	\$ 67,960.76	\$ 69,662.16
Step 11	\$ 57,505.58	\$ 61,162.05	\$ 64,816.95	\$ 66,516.63	\$ 68,216.30	\$ 69,915.99	\$ 71,617.23
Step 12	\$ 57,505.58	\$ 61,162.05	\$ 64,816.95	\$ 68,471.42	\$ 70,171.40	\$ 71,870.05	\$ 73,570.59
Step 13	\$ 57,505.58	\$ 61,162.05	\$ 64,816.95	\$ 68,471.42	\$ 72,126.46	\$ 73,826.15	\$ 75,525.97
Step 14	\$ 57,505.58	\$ 61,162.05	\$ 64,816.95	\$ 68,471.42	\$ 72,126.46	\$ 73,826.15	\$ 75,525.97
Step 15	\$ 57,505.58	\$ 61,162.05	\$ 66,770.30	\$ 70,426.79	\$ 74,081.83	\$ 75,781.21	\$ 77,480.91
Step 16	\$ 57,505.58	\$ 61,162.05	\$ 68,725.67	\$ 72,380.13	\$ 76,035.05	\$ 77,736.45	\$ 79,435.97
Step 17	\$ 57,505.58	\$ 61,162.05	\$ 68,725.67	\$ 72,380.13	\$ 76,035.05	\$ 77,736.45	\$ 79,435.97
Step 18	\$ 57,505.58	\$ 61,162.05	\$ 68,725.67	\$ 72,380.13	\$ 76,035.05	\$ 77,736.45	\$ 79,435.97
Step 19	\$ 57,505.58	\$ 61,162.05	\$ 70,680.76	\$ 74,335.51	\$ 77,990.42	\$ 79,691.81	\$ 81,395.50
Step 20	\$ 57,505.58	\$ 61,162.05	\$ 70,680.76	\$ 74,335.51	\$ 77,990.42	\$ 79,691.81	\$ 81,395.50
Step 21	\$ 57,505.58	\$ 61,162.05	\$ 70,680.76	\$ 74,335.51	\$ 77,990.42	\$ 79,691.81	\$ 81,395.50
Step 22	\$ 57,505.58	\$ 61,162.05	\$ 70,680.76	\$ 74,335.51	\$ 77,990.42	\$ 79,691.81	\$ 81,395.50
Step 23	\$ 57,505.58	\$ 61,162.05	\$ 72,634.40	\$ 76,300.66	\$ 79,944.04	\$ 81,645.45	\$ 83,349.14
Step 26	\$ 57,505.58	\$ 61,162.05	\$ 74,589.40	\$ 78,255.66	\$ 81,899.04	\$ 83,600.45	\$ 85,304.14

**04-05 Non-classroom hourly 100% pro rata pay (04-05 salary/1225 hours)**

Range	I	II
Step 1	\$ 34.18	\$ 35.57
Step 2	\$ 35.77	\$ 37.16
Step 3	\$ 37.37	\$ 38.76
Step 4	\$ 38.96	\$ 40.35
Step 5	\$ 40.56	\$ 41.95
Step 6	\$ 42.16	\$ 43.54
Step 7	\$ 43.75	\$ 45.14
Step 8	\$ 45.35	\$ 46.74

**2004-05 :Classroom Adjunct/Overload Schedule: LECTURE and LECTURE-LAB**

	I	II
Step 1	\$ 905.77	\$ 958.49
Step 2	\$ 942.00	\$ 996.83
Step 3	\$ 979.68	\$ 1,036.70

**2004-05 :Classroom Adjunct/Overload Schedule: LAB**

	I	II
Step 1	\$ 1,124.18	\$ 1,187.28
Step 2	\$ 1,168.78	\$ 1,234.34
Step 3	\$ 1,215.84	\$ 1,283.84

**04-05 Office Hour Rate: \$44.25**

**2004-05 :Classroom Adjunct/Overload Schedule: LECTURE and LECTURE-LAB**

	I	II
Step 1	\$ 905.77	\$ 958.49
Step 2	\$ 942.00	\$ 996.83
Step 3	\$ 979.68	\$ 1,036.70

**2004-05 :Classroom Adjunct/Overload Schedule: LAB**

	I	II
Step 1	\$ 1,124.18	\$ 1,187.28
Step 2	\$ 1,168.78	\$ 1,234.34
Step 3	\$ 1,215.84	\$ 1,283.84


**04-05 Office Hour Rate: \$44.25**

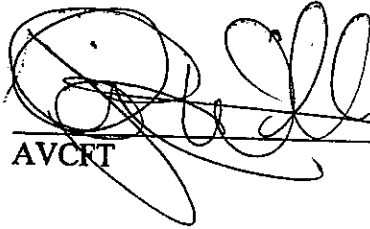
**Antelope Valley College Federation of Teachers  
and  
Antelope Valley Community College District**

Memorandum of Understanding

April 27, 2005

AVCFT and AVCCD extend the adjunct insurance and the adjunct office hour programs to the end of the 2005-06 academic calendar. Summer session classes for summer 2005 are eligible for office hour pay according the same formula as the rest of the year.

  
AVCCD  
Date 5-10-05

  
AVCFT  
Date 4/27/05

Antelope Valley Community College District  
and  
Antelope Valley College Federation of Teachers

Memorandum of Understanding

**3.17 Overload Banked Leave**

Any contract or regular unit member is eligible to participate in this program.

**3.17.1 Banking Procedures**

- a. Any eligible unit member may bank all or part of earnings the LHE, up to the earnings from three (3) LHE's from an overload, summer school, or intersession assignment in lieu of receiving compensation.
- b. Two weeks prior to the beginning of a semester, intersession or summer school, the unit member must provide appropriate written notice of the amount of earnings LHE to be banked to the Vice President of Business Services. Banked leave earnings LHE will be placed in a special District account kept track of by the Office of Business Services.

**3.17.2 Use of Banked Leave Funds**

- a. Banked leave funds may be used when approved by the Vice President of Academic Affairs or Vice President of Student Services as set forth in ~~3.16.10~~ section 3.17.3 of this article.
- b. Banked leave funds may be used to compensate a replacement or replacements for the unit member for a semester or for reducing the unit member's work load by up to 40% for not more than two semesters. ~~Compensation for replacement must include salary and all mandated costs.~~
- c. A unit member may use banked leave funds to supplement one-year sabbatical leave compensation (12 LHE equals 40% of the annual workload). The amount of banked leave funds, when added to Total compensation may not exceed the regular salary of the unit member.
- d. Benefits for unit members and dependents during a period of banked leave will be provided by the District as if the unit member were in a regular assignment.

**3.17.3 Approval Process**

- a. A unit member who wishes to take a banked leave must submit a written request to the Vice President of Academic Affairs or the Vice President of Student Services or designee by March 1 (fall semester) or October 1 (spring semester) prior to the period of desired leave and must include the period of leave requested. The request must also include an indication of whether the leave is for a full semester, a reduced workload, or to supplement sabbatical leave income.
- b. Banked leave will be granted only when the purpose is in accord with the provisions of this article and the granting of leave will not be detrimental



- to the instructional program. Approval will also be based upon the ability of the college to obtain a suitable replacement for the unit member.
- c. Not more than one unit member in a given discipline will be approved for banked leave during a semester.
  - d. The order of consideration of banked leave requests will be on a 'first-come, first-served' basis.

3.17.4 The Vice President of Academic Affairs or the Vice President of Student Services may withdraw approval for a banked leave no less than 60 calendar days prior to the beginning of the leave if the planned replacement is not available.

3.17.5 Unit members who are granted banked leave must return to a full-time teaching assignment for at least one (1) full year following the period of banked leave.

### 3.17.6 Limitations



- a. The amount of banked leave funds accumulated may not exceed one-half the annual workload of the faculty member. ~~unit member's compensation for one (1) semester or one-half the annual salary for 12-month unit members.~~
- 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 ~~3.2~~ 3.17.2(b) of this article.

### 3.17.7 Withdrawal of Funds Banked Leave

- a. Banked leave funds 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 funds 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 money is being banked;
  2. all funds leave banked by the unit member must be withdrawn;
  3. any unit member who makes two withdrawals of banked leave funds 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 funds 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 members 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.)

AVCCD and AVCFT agree that these changes will be implemented starting with the Spring 2005 semester.

	<u>5-10-05</u>		<u>5/9/05</u>
<del>AVCFT</del> AVCCD	Date	<del>AVCCD</del> AVCFT	Date

Antelope Valley Community College District  
and  
Antelope Valley College Federation of Teachers

Memorandum of Understanding

ARTICLE X

FACULTY ASSIGNMENT

1.0 Classroom Faculty Workload

- 1.1 The teaching load of each full-time contract and regular instructor is thirty (30) lecture hour equivalents (LHE) during the academic year.
- 1.2 The Office of Academic Affairs shall maintain the *Master List: Course Workload*. The list shall include the title, the number of baseline instructional hours and LHE for each course the college offers.
- 1.3 The baseline instructional hours and LHE for each course shall be calculated as follows:

Step One: Baseline instructional hours—when proposed to AP&P, the course proposal form shall list the number of hours the course meets weekly based on a 17.5 term length multiplier. (The baseline hours for a course that meets 3 hours weekly equals 52.5 hours; a short-term course that meets 32 hours over the entire semester is considered to meet 1.8 hours weekly.)

Step Two: LHE = total weekly hours x workload factor

Workload factors:

Lecture	1.0
Lab	.67
Lecture-Lab	.825
Intercollegiate Athletics	.5

If 60% or more of the total baseline hours are lecture, all hours are calculated at the lecture rate.  
If less than 25% of the total baseline hours are lecture, all hours are calculated at the lab rate.  
If the percentage of lecture hours is less than 60% but greater than or equal to 25% of the total baseline hours, all hours are calculated at the lecture-lab rate.

- 1.4. The total number of hours/minutes of actual scheduled instruction during any instructional period may vary up 4% due to scheduling variations (intersession, summer session, double 8, short-term, condensed calendar etc).
- 1.5. Load (LHE) for all sections of the same course shall be the same, regardless of differences in total instructional minutes because of scheduling (i.e. all sections of English 101, Math 050, or Business 101).

- 1.6. Adjunct/overload pay for classroom work will be based on the LHE listed for the course on the Master List.
- 1.7. Class hours scheduled during fall and spring semesters will be as close to the total baseline hours as possible, taking into account the desire to begin and end classes on 5-minute increments.

1.8 Definitions of Modes of Instruction

LECTURE

The instructor is in direct interaction with the entire class at the same time. Any instructional mode deemed appropriate by the instructor and consistent with the course objectives may be used for this direct interaction so long as that mode requires the instructor's interaction with the whole class.

LAB

The instructor supervises learning activities and works with students individually or in small groups.

2.0 Non-classroom Faculty Workload:

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).

The workload of each 11 month full-time contract and regular non-classroom faculty member is 1365 hours during the academic year.

*fiscal* *up* *tb*

The workload of each 12 month full-time contract and regular non-classroom faculty member is 1715 hours during the academic year.

*fiscal* *up* *tb*

3.0 Duty-Hours of Unit Members

- 3.1 All full-time classroom faculty shall have a workweek of not less than 30 hours.
- 3.2 All full-time, non-classroom faculty shall have a workweek of not less than 35 hours.

- 3.3 For classroom faculty, these hours shall be spent in the following manner:  
15 LHE in the classroom

- Five (5) hours per week of classroom preparation
- Post and maintain five (5) office hours per week
- 1-5 hours per week for District/community service and shared governance

- 3.4 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.

- 3.5 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.

### 3.6 Counselor Duty Assignments

#### 3.6.1 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.

#### 3.6.2 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 hours shall be spent in the following manner:

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. If mutual agreement is not reached, the matter shall be referred to the supervisory vice-president for a decision.

#### 3.6.3 12 month Counselor Duty Assignments

The total number of hours worked during the academic calendar shall not exceed the total workload defined in section 2.0. The hours shall be spent in the following manner:

1 hour per week – program development

10 hours per week - preparation, district/community service and shared governance.

24 hours per week: Direct student contact in the areas of teaching guidance classes, counseling/advisement appointments, registration,

orientation and presentations, workshops, seminars, and walk-in counseling activities. Student contact hours may be reassigned to other duties such as program development.

### 3.7 All Other Non-classroom, Non-counseling Faculty Duty Assignments

#### 3.7.1 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).

#### 3.7.2 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).

### 4.0 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.

### 5.0 Duty Days of Unit Members

- 5.1 Ten-month pay unit members shall have 175-177 workdays (academic calendar). Ten of these workdays shall be flex days and shall be completed in accordance with the guidelines set by the flex committee.
- 5.2 Twelve-month pay unit members shall have 222-224 workdays. Ten of these workdays shall be flex days and shall be completed in accordance with the guidelines set by the flex committee.
- 5.3 Eleven-month pay unit members shall have 195-197 workdays (20 days beyond the academic calendar). Ten of these workdays shall be flex days and shall be completed in accordance with the guidelines set by the flex committee.

5.4 The number of duty days for unit members employed on an 11 month or 12 month contract cannot be modified without negotiation.

5.5 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.

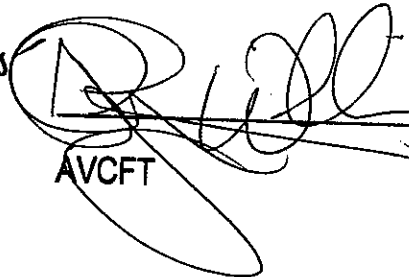
5.6 12-Month Unit Members

EOP&S Program Manager, EOP&S Counselor, matriculation counselor, head librarian, technical services librarian, transfer center coordinator, math learning specialist, and academic learning specialist shall be employed as twelve-month pay unit members.

Sections 1.0 through 4.0 of this Memorandum replace sections 1.0 through 2.4 of the current contract. Sections 2.5 – 3.5 of the current contract remain unchanged. Section 5.0 of this Memorandum replaces sections 4.0 – 4.4 of the current contract. The remainder of this article (from section 4.5 – 8.0) remains unchanged.

The changes made through this Memorandum of Understanding shall become effective July 1, 2005.

 5-10-05  
AVCCD Date

 5/9/05  
AVCFT Date

**Antelope Valley Community College  
Health And Welfare Benefits  
October 1, 2005 - September 30, 2006**

	<i>Plan # 1 - A</i>	<i>Plan # 2 - C</i>	<i>Plan # 3 - C</i>	<i>Plan # 6 - A</i>	<i>Kaiser</i>
Medical	\$1,248.39	\$1,185.65	\$1,153.64	\$1,092.18	\$1,012.80
Delta Dental	\$133.63	\$133.63	\$133.63	\$133.63	\$133.63
Medical Eye Services	\$18.98	\$18.98	\$18.98	\$18.98	\$18.98
Met Life	\$16.57	\$16.57	\$16.57	\$16.57	\$16.57
Fortis (ASI)	\$7.85	\$7.85	\$7.85	\$7.85	\$7.85
<del>Medical</del> <b>Total Monthly Cost</b>	\$1,425.42	\$1,362.68	\$1,330.67	\$1,269.21	\$1,189.83
<b>District Cap Increased to cover 8.4%</b>	\$1,306.88	\$1,306.88	\$1,306.88	\$1,306.88	\$1,306.88
<b>Employee Monthly Cost</b>	\$118.54	\$55.80	\$23.79	<i>No Cost to Employee</i>	<i>No Cost to Employee</i>

The AVCFT, AVCFCF & AV Administration tentatively agree to this proposal.

Administration *[Signature]*  
Tom Beondage

AVCFCF *[Signature]*  
Kerry Hale  
Kerry Hale  
Margo Chavez

AVCFT *[Signature]*  
Susan Lowry

8/23/2005

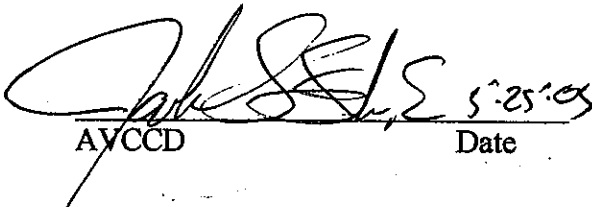


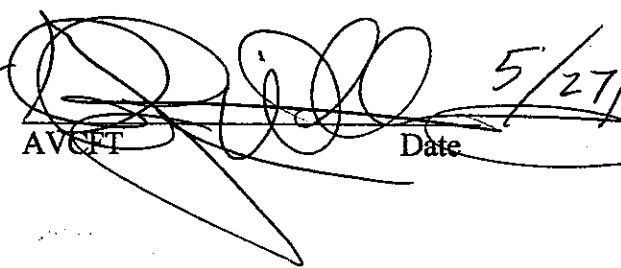
**Antelope Valley College Federation of Teachers  
and  
Antelope Valley Community College District**

Memorandum of Understanding

May 25, 2005

AVCFT and AVCCD adopt the attached changes to Article VIII—Tenure and Evaluation. These changes remove the deadlines for the tenure process. The deadlines will be set by mutual agreement between the district and bargaining agent each year in spring for the following year. The deadlines for the 2005-06 tenure process are also attached.

  
AVCCD Date 5-25-05

  
AVCFT Date 5/27/05

PROPOSED DUE DATE FOR TENURE REVIEW 2005-06

YEAR ONE

Self-evaluation due	1/20/06
Unsigned draft due	2/3/06
Signed report due	2/16/06
Issues resolved by	3/3/06

YEAR TWO

Self-evaluation due	1/16/06
Unsigned draft due	1/30/06
Signed report due	2/13/06
Issues resolved by	3/3/06

YEAR THREE

Visitations through	3/17/06
Student evaluations due	3/17/06
Self-evaluations due	3/17/06
Unsigned draft due	3/31/06
Signed report due	4/21/06

YEAR FOUR

Unsigned draft due	11/23/05
Signed report due	12/9/05
Issues resolved by	3/3/06

Antelope Valley College Federation of Teachers  
And  
Antelope Valley Community College District

Memorandum of Understanding  
August 29, 2005

AVCFT and AVCCD agree to the following, regarding the collective bargaining agreement, effective September 19, 2003 through June 30, 2005:


Under Article XVIII, "Teaching Assignments for Administrative Dean & Directors," the agreement limits teaching assignments for Administrative Deans and Directors to one class per semester, which may not be taught during the employee's regular workday.

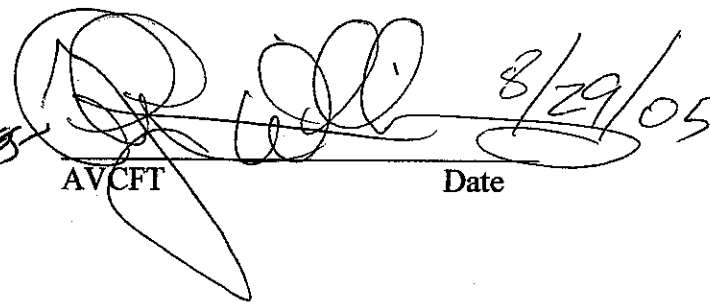
It is agreed that PE 205 (men's basketball) and PE210 (women's basketball) shall be rescheduled to span two semesters, with 2.4 LHEs in the Fall and 2.6 LHEs in the Spring. The coaches will receive an additional 1.0 LHE each semester for promotion and recruiting. Compensation will be as per Article IX, Section 9.0 of the agreement.

It is further agreed that Newton Chelette, Director of P.E. and Athletics, shall serve as Head Coach for the men's basketball team for the 2005-06 season. He will adjust his work schedule as Director so as not to conflict with his coaching duties. The evaluation of his coaching duties will be assigned to the academic Dean of that area.

If is further agreed that Newton Chelette will not serve as Head Coach beyond the 2005-06 season and the District will recruit for a Head Coach for the 2006-07 season. The hiring process will begin summer 2005.

This is not to be considered precedent setting.

  
AVCCD  
Date 8-29-05

  
AVCFT  
Date 8/29/05



Antelope Valley College Federation of Teachers  
And Antelope Valley Community College District  
Memorandum of Understanding

AVCFT and AVCCD tentatively agree to the following, regarding the collective bargaining agreement, effective immediately:

Article XI, section 3.6 of the collective bargaining agreement shall be amended as to read as follows:

3.6 Counselor Duty Assignments

3.6.2 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 spent in accord with either item (a) or item (b) below. By April 1<sup>st</sup> each year, the counseling faculty member on an eleven month contract must select duty assignment (a) or (b) for the following academic or fiscal year.

Duty Assignment (a):

Eleven month counselor duty assignments shall be the same as 10 month assignments during the fall and spring semesters of the regular academic calendar.

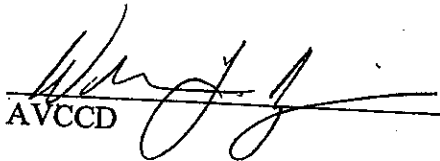
The additional 20 days represent 100 hours of additional scheduled time (direct student contact, teaching guidance classes, etc.) The faculty member and supervisor shall meet to determine the work schedule for these hours outside the regular academic calendar within the fiscal year. If mutual agreement is not reached, the matter shall be referred to the supervisory vice-president for a decision.

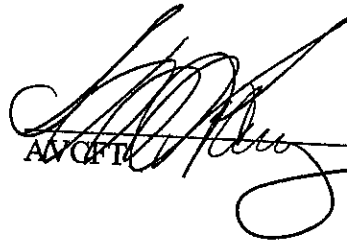
Duty Assignment (b):

Eleven month counselor duty assignments shall be 20 days more than a 10 month assignment, representing 100 hours of additional scheduled time (direct student contact, teaching guidance classes, etc.), and duty assignment days can be scheduled anytime during the fiscal year from July 1 to June 30.

The faculty member and supervisor shall meet to determine the work schedule for these hours. If mutual agreement is not reached, the matter shall be referred to the supervisory vice-president for a decision.

3.6.4 The duty assignment of all subsequent counseling hires will be based on the job announcement.

  
AVCCD \_\_\_\_\_ 11/30/05  
Date

  
AVCCD \_\_\_\_\_ 11/30/05  
Date

Antelope Valley College Federation of Teachers  
And Antelope Valley Community College District  
Memorandum of Understanding

In order to implement the Memorandum of Understanding between AVCFT and AVCCD regarding counselor duty assignments, the parties tentatively agree to the following, effective immediately:

1. All full-time, regular counselors with ten-month duty assignments will be given the opportunity to switch to an eleven month contract. The form for this election shall be provided for by Human Resources. The election to switch from a ten to an eleven month contract is irrevocable, however the District may consider requests to revert back to a ten month contract, at the District's discretion.
2. The form to make the election to switch from a ten month to an eleven month contract must be received in the Human Resources office no later than March 1, 2006, in order to be effective the following fiscal year. The election form will be available for counselor to make their decision no later than February 1, 2006. Forms received after that date may be considered for fiscal year 2007-8.

AVCCD

11/30/05  
Date

AVCFT

N 30  
5/31/05  
Date

**Antelope Valley College Federation of Teachers  
and  
Antelope Valley Community College District**

Memorandum of Understanding

January 31, 2006

AVCFT and AVCCD agree to make the following modifications to the adjunct evaluation provisions in the current collective bargaining agreement Article VIII. These modifications will be in effect through spring 2007, unless modified before then through the negotiations process:

- 5.1 The appropriate vice president, in coordination with the dean of each division, will be responsible for coordinating the evaluation of adjunct faculty. Each adjunct faculty will be evaluated at least every three years. Each first year adjunct faculty will be evaluated during the first semester of service. If the adjunct faculty is an "emergency hire" [see Hiring Policy for definition of emergency hire], he or she must be evaluated by a full-time faculty member. The division faculty, working with the dean, will select full-time faculty evaluators for the adjunct faculty. The division dean may evaluate up to one-half of the adjunct faculty due for evaluation. If the majority of the division's faculty so decide, the dean may do more than 50% of the adjunct evaluations. ~~The evaluation of each adjunct faculty shall alternate between faculty and dean except when the division faculty have decided to permit the dean to do more than 50% of the adjunct evaluations.~~ If the division faculty have elected not to do 50% of the evaluations, the dean may evaluate emergency hires. Adjunct faculty who have received at least two satisfactory evaluations shall in subsequent evaluations have one opportunity to reject an assigned faculty evaluator in each evaluation.

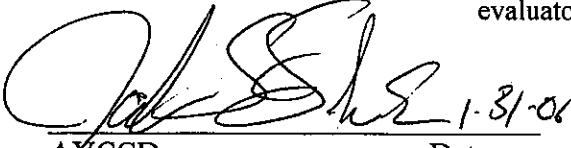
In addition, the following changes will be made to the timeline for the spring 2006 semester only:

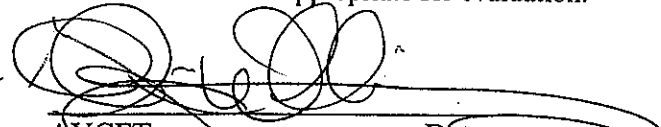
5.2 Timeline for Adjunct Faculty Evaluation:

- Week 1-4-7 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 procedure.
- Weeks 4-5-7 The evaluator meets with the adjunct instructor to review the evaluation procedure, the evaluation criteria (see .24) the timeline and due process procedure. The evaluator and the evaluatee shall determine what activities are appropriate during the evaluation. Classified and/or peer input may be



used following the guidelines set in this policy. Any deviation of the timeline must be agreed upon by the evaluatee and evaluator, signed, dated and submitted to the appropriate vice president. The adjunct faculty member furnishes the evaluator with written materials appropriate for evaluation.

  
AVCCD                      Date      1-31-06

  
AVCFT                      Date

Antelope Valley College Federation of Teachers  
And  
Antelope Valley Community College District

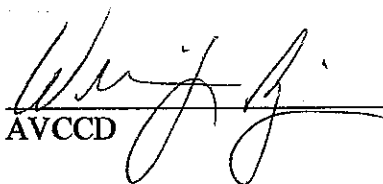
Memorandum of Understanding  
January 12, 2006

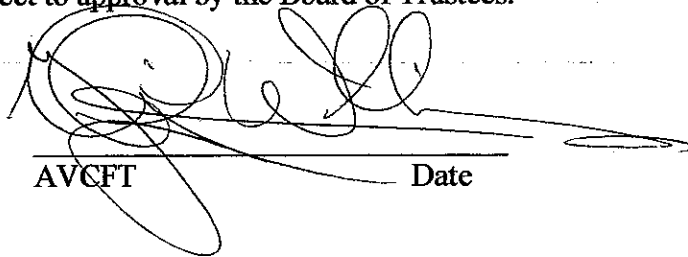
AVCFT and AVCCD agree to the following, regarding the collective bargaining agreement, effective February 6, 2006:

For the spring semester of 2006, adjunct faculty (only) will receive five equal paychecks, beginning February 10, 2006.

For those instructors whose combined hours for December and January exceed 60 hours, their compensated hours will be reduced by three for the February payroll check, to prevent automatic, permanent enrollment in the State Teacher's Retirement System. The three hours will be added to the March payroll check.

This agreement is effective for the spring 2006 semester only and does not apply to overload pay of full-time instructors. Subsequent pay periods will be determined as per the contract or MOU in effect at that time. The agreement is subject to approval by the Board of Trustees.

  
AVCCD \_\_\_\_\_  
Date 2/3/2006

  
AVCFT \_\_\_\_\_  
Date