

ARTICLE 3
MAINTENANCE OF CONDITIONS

Except as provided in the Agreement, the terms and provisions of board policies as they relate to the scope of the ~~Redda~~**Educational Employment Relations** Act, and PERB (Public Employment Relations Board) interpretation, shall remain in effect during the term of this contract.

The District will maintain its current written policies on wages, hours of employment, health and welfare benefits, leave and transfer policies, safety conditions of employment, and class size.

The exclusive representative of academic personnel shall have the right to consult on the definition of educational objectives, content of courses and curriculum, and the selection of textbooks.

The District shall have the right to consult with any full-time faculty member or full-time faculty organization on any matter outside the scope of representation. Conversely, the exclusive representative shall have the right to consult with the employer on any matter outside the scope of representation.

**TENTATIVE AGREEMENT
BETWEEN THE VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
AND THE VICTOR VALLEY COLLEGE FACULTY ASSOCIATION
March 16, 2023**

This Tentative Agreement between the Victor Valley Community College District and the Victor Valley College Faculty Association, CTE/NEA Chapter 1169, is made expressly pursuant to the Educational Employment Relations Act and the current Collective Bargaining Agreement between the parties.

The following article shall be deemed to remain unchanged in the Collective Bargaining Agreement except as set forth below:

**ARTICLE 4
ASSOCIATION RIGHTS**

- A. Authorized Association representatives shall, in accordance with the conditions noted herein, have the right of reasonable access to District facilities for the purpose of contacting full-time faculty members and transacting lawful Association business.

In no event shall Association business interrupt or interfere in any way with classroom teaching hours or other official college-assigned responsibilities unless approved by the District. And further, the use of facilities shall not interfere with the college programs and duties of full-time faculty and shall not directly or indirectly interfere with the right of full-time faculty to refrain from listening or speaking with an Association representative.

- B. The Association may use, subject to regulation by the District, the school mailboxes and bulletin board spaces, District e-mail and other means of communication designated by the Superintendent/President subject to the following conditions:
1. All postings for bulletin boards or items for school mailboxes must contain the date of posting or of distribution and the identification of the organization together with a designated authorization by the Association President.
 2. A copy of such postings or mailbox and e-mail distributions must be delivered to the Superintendent/President or designee at the same time as postings or mailbox and e-mail distributions, except that the Association may request authorization from the Superintendent/President to distribute materials that fall within the scope, section 3543.2, without disclosing the detailed text when such disclosure would be detrimental to the Association's bargaining position.
 3. The Association will not post or distribute information which is legally derogatory or defamatory of the District or its personnel. Such information shall be subject to immediate removal by the District. In addition, the right of the association to post or distribute information through District email or mailboxes and bulletin boards will be suspended for a period of at least one full semester.
 4. The Association agrees to reimburse the District on an actual-cost basis for expenses incurred at the request of the Association.

- C. The District shall provide the Association with contact information electronically for unit members as a list of the following information, with each field in its own column, for all bargaining unit members within five (5) days of the last payroll date of September, January, and May as follows:

1. First Name;
2. Middle initial;
3. Last name;
4. Suffix (e.g., Jr., III);
5. Preferred name;
6. Job Title;
7. Department;
8. Primary worksite name;
9. Work telephone number;
10. Work Extension;
11. Home Street addresses (incl. apartment #);
12. Mailing address (if different);
13. City;
14. State;
15. ZIP Code (5 or 9 digits);
16. Home telephone number (10 digits) (if available);
17. Personal cellular telephone number (10 digits) (if available);
18. Personal email address of the employee (if available);
19. Hire date.

Personal contact information restricted under Government Code section 6254.3 may be withheld upon an employee's written request to maintain their private information.

In lieu of providing the information above in the form of a list, the District may meet this obligation by providing the Association access to a secure electronic site within which the above information is available. Names, addresses, and telephone numbers will be provided only in those cases where privacy has not been requested.

- D. The District shall provide the Association list of the names and information described in Section C above for all newly hired employees within the bargaining unit within five (5) days of the last payroll of the month in which they were hired.

"Newly hired employee" means any full-time or temporary full-time bargaining unit employee hired by the District who is still employed as of the date of the new employee orientation. It also includes all employees who are employed by the District (including those returning from layoff rehire list, or previously employed by the District in a non-faculty position) and whose current position has placed them in the bargaining unit represented by the Association. For those latter employees, for purposes of this article only, the "date of hire" is the date upon which the employee's employee status changed such that the employee was placed in the bargaining unit.

In lieu of providing the information above in the form of a list, the District may meet this obligation by providing the Association access to a secure electronic site within which the above information is available.

E. NEW EMPLOYEE ORIENTATION

“New employee orientation” refers to the process by which a newly hired public employee — whether in person, online, or through other means or media — is advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters.

As per AB 119, the District shall provide the Association with access to its new employee orientations. The Association shall receive not less than ten (10) days’ notice in advance of an orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District’s operations that was not reasonably foreseeable.

In the event the District conducts group orientations with new employees, the Association shall have a minimum of 30 minutes for Association representative(s) dissemination of Association information.

F. Orientation Packets and Materials

The District shall include any Association materials, including a membership application (or information regarding application) in any new employee packet provided by the District. The Association will provide at its own expense any Association materials used in the District’s orientation process in electronic format.

ARTICLE 5
PERSONNEL FILES

- A. ~~The District shall not base any adverse action against a full-time faculty member upon materials which are not contained in the full-time faculty member's personnel file.~~
- B. There shall be only one personnel file* for each full-time faculty member **housed maintained in Human Resources**. The Superintendent/President or the Superintendent/President's designee and the full-time faculty member shall have full access to the file, except that the full-time faculty member shall not be shown any document submitted in confidence prior to employment in any position at the College. A representative of the Association shall have access to said file with the full-time faculty member's written non-continuing authorization. A log shall be kept in each personnel file indicating the name of each person inspecting the file and the date of said inspection, with the exception of routine clerical transactions. * **"Personnel file" is defined as an organized collection of documents used to determine an employee's qualification for promotion or disciplinary actions, including termination. These files shall not include a supervisor's personal notes or the records relating to grievances and arbitrations.**
- BC. The information in the personnel file shall not be released to anyone other than the authorized persons listed above except as provided by law, nor shall copies of any documents in said file be made without the full-time faculty member's written non-continuing consent or as permitted by law. Any material placed in a full-time faculty member's personnel file must be signed and dated by the originator/author (Education Code 87031) within ten days of ~~knowledge of the alleged offense~~entry and a copy identified as going into the file shall be given to the full-time faculty member prior to the original being placed in said file.
- CD. A full-time faculty member shall have the right to file an answer to any material submitted for inclusion in his/her file and such answer shall be attached to the file copy. A full-time faculty member who presents any evidence that information in his/her file is false or erroneous shall have the right to a hearing before a fact-finding committee for the purpose of having such information verified. The committee will rule whether the material shall be retained, rectified or expunged. This committee shall be composed of: two (2) faculty members selected by the President of the faculty Association; two (2) administrators selected by the President of the college; one (1) additional member agreed on by the two faculty and two administrators previously selected.

**ARTICLE 7
GRIEVANCE PROCEDURES
(See Appendix B-1)**

All timelines in this article are subject to calendar negotiations as outlined in Article 10 of this agreement.

A. Definition of Terms

1. Grievance - a written allegation that there has been a misinterpretation, a misapplication, or a violation of a specific provision of this agreement and that the grievant has been adversely affected.
2. Grievant - an individual full-time facultyunit member covered by the terms of this agreement who alleges a grievance. The Association shall have the right to grieve on issues of Association Rights. If more than one (1) full-time facultyunit member has been adversely affected by an identical violation, misinterpretation or misapplication of this Agreement, the Association may process a grievance for all full-time facultyunit members of the group. When such a class grievance is declared, the resolution (relief sought) shall be applicable to all affected full-time facultyunit members.
3. Days - Days are Monday through Friday, excluding holidays, during the fall/spring academic calendars. Any grievance initiated during the regular academic year which is not concluded during the academic year, or any grievance that occurs in the summer/winter sessions, will be carried over until the next regular semester.
4. Appropriate Supervisor - the administrator or other management employee of the District having immediate jurisdiction over the grievance and who has been designated to adjustresolve the grievance.

B. Procedures at Level I

Within twenty-five (25) days after the occurrence of the act(s) or omission giving rise to the grievance, or within twenty-five (25) days from the time the grievant could reasonably be expected to know of the event which gives rise to the grievance, the grievant shall attempt to resolve the grievance by conference with the appropriate supervisor as defined in A.4. It is required, that the Level I Grievance Form (Appendix B-2) be used to present the grievance at this level.

C. Procedures at Level II

1. If the grievance has not been resolved at Level I, the grievant shall, within thirty (30) days after the occurrence of the act(s) or omission giving rise to the grievance, or within thirty (30) days

from the time the grievant could reasonably be expected to know of the event which gives rise to the grievance, present his/her grievance on the Level II Grievance Form (Appendix B-3) to the Superintendent/President of the District or his/her designee.

2. Within ten (10) days after receipt of the Level II grievance by the Superintendent/President, or his/her designee, a meeting will be held with the grievant. The administration will, within ~~five-ten~~ **(5-10) working** days following the meeting, provide the grievant with a written response to the grievance.

D. Procedures at Level III

1. If the grievance is not resolved at Level II, within five (5) days of the District response, the grievant shall request that the Association submit the grievance to binding arbitration. The Level III Grievance Form (Appendix B-4) is to be used for this purpose.
2. The Association ~~will~~**may** notify the Superintendent/President of its intent to proceed with the grievance to binding arbitration, within fifteen (15) days after the request has been given to the Association by the grievant. The Level III Grievance Form submitted by the grievant shall be used for this purpose.
3. The Association and the District shall attempt to agree upon an arbitrator. If no agreement can be reached within five (5) days, a joint request shall be made to the California State Mediation and Conciliation Services to submit a list of not less than five (5) persons as possible arbitrators.
4. Within ten (10) days of receipt of the list of possible arbitrators, the Association and District shall meet and will alternately strike names until one name remains. The remaining name shall be the name of the selected arbitrator. The order of the striking shall be determined by lot.

E. Arbitration

1. The parties shall be bound by the Voluntary Labor Arbitration Rules of the California State Mediation and Conciliation Service.
 2. The arbitrator's decision will be in writing and will set forth ~~his/her~~**their** findings, reasonings and conclusions on the issue(s) submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of the agreement. The decision of the arbitrator shall be final and binding upon all parties.
 3. The arbitrator shall have no power to alter, add to or detract from the provisions of the agreement.
 4. The arbitrator shall, as soon as possible, conduct a hearing and render a decision on the issue(s) submitted to him/her.
 5. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by review of the grievance materials presented during arbitration.
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6. Upon mutual agreement between the parties the arbitration may be heard under an expedited procedure and the arbitrator would render a bench award at the conclusion of the grievance hearing. If the parties agree to this expedited procedure, the arbitrator shall be relieved of any obligation to prepare findings and a formal decision. In such cases, the arbitrator's decision shall be final and binding upon all the parties.

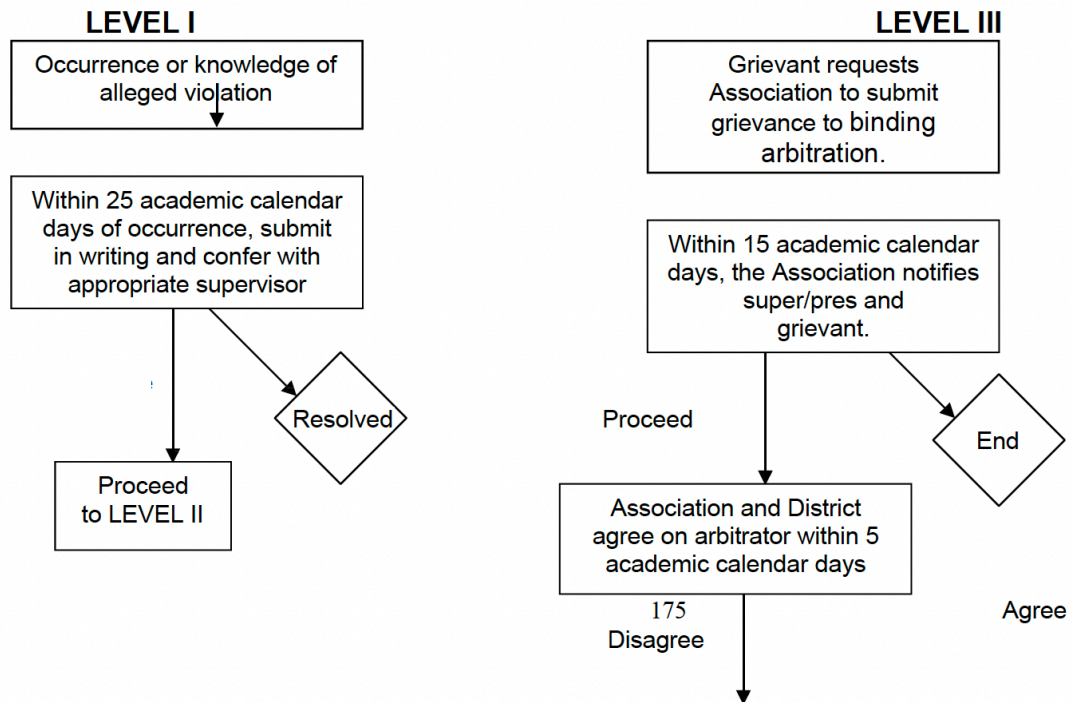
7. The cost of the services of the arbitrator will be borne equally by the District and Association. All other expenses shall be borne by the party incurring them.

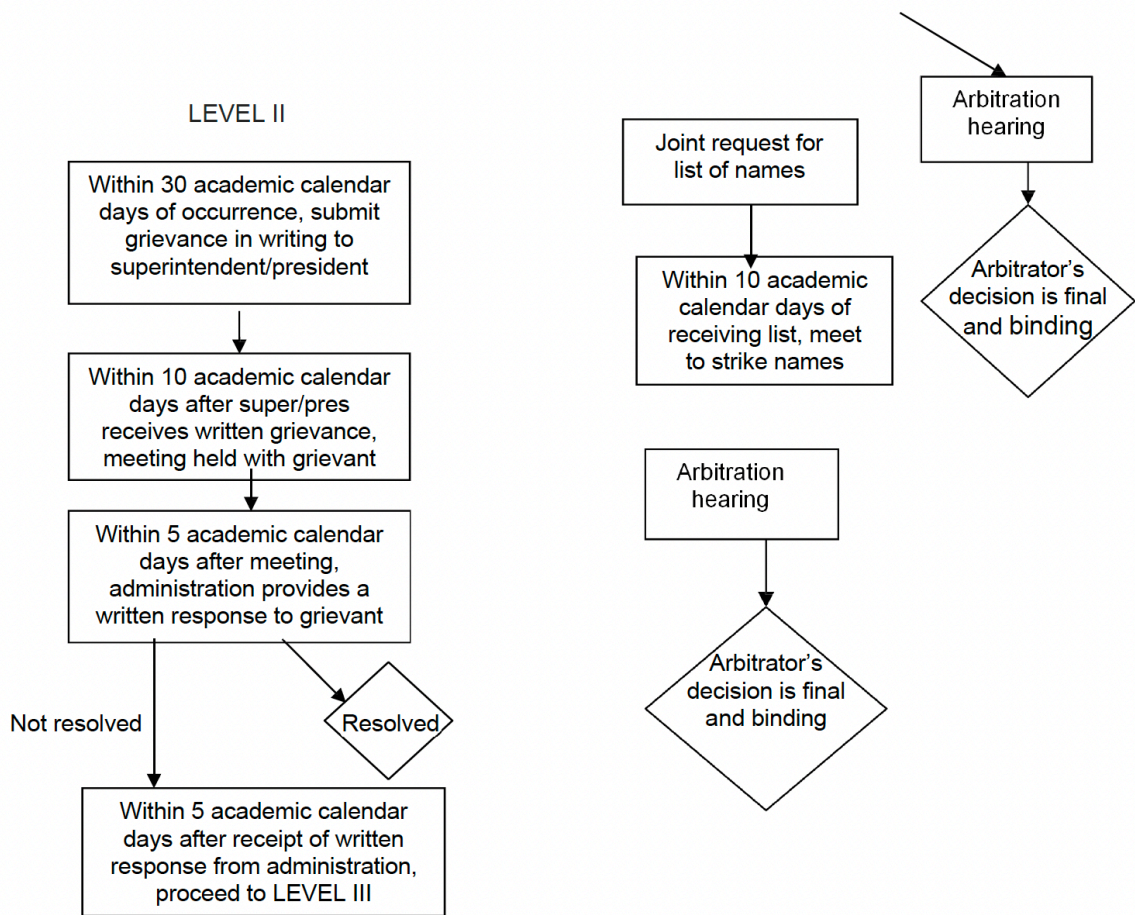
F. Miscellaneous

1. Nothing contained herein shall be construed as prohibiting the grievant from requesting assistance from the Association to assist in processing the grievance nor to authorize the participation of the Association in a grievance except at the grievant's request.
2. The time limits specified at each level in the grievance procedure may be extended by mutual written agreement.
3. If a grievance is not processed (filed or appealed) by the grievant and/or the Association in accordance with the time limits set forth in this Article, it shall be considered settled and concluded. If the District fails to respond to the Level I grievance, the failure to respond shall be deemed a denial of the grievance and the grievant may proceed to the next step.
4. The grievant and/or ~~his/her~~their representative shall be provided reasonable release time at Level I or above for the purpose of grievance conferences and hearings. Any witness who appears at the conferences and hearings shall be accorded the same release time rights. The grievant and/or their representatives shall provide adequate notice to the District in advance of their anticipated appearances.
5. All documents, communications, and records dealing with the processing of a grievance shall be filed in the Office of Human Resources, but separately from the personnel file(s) of the participants.
6. No reprisals of any kind will be taken by the administration or its representative or the Board against the grievant or any representative of the grievant by reason of their bringing a grievance or participating in a grievance; nor shall any reprisals of any kind be taken by the Association or any member or representative of the Association against either the participant in the grievance procedure by reason of such participation or decision.
7. The District shall not agree to a resolution of a formal grievance until the president of the Association has received a copy of the grievance and the proposed resolution and the Association has been given opportunity to file a response. The Association shall receive a copy of each formal grievance at the time of filing.
8. Upon written request of either party, the other shall provide access to non- privileged and non-confidential documents which are to be offered in evidence at an upcoming grievance arbitration hearing. "Confidential" documents shall include, but not be limited to, the personnel records of employees other than the grievant. "Privileged" documents shall include, but not be limited to, any written communications between the party and its attorney and any work product developed by the party, for purposes of argument, illustration or clarification.
9. In the event a grievance is filed at such a time that it cannot be processed through all steps of the grievance procedure by the end of the academic year, and if left unresolved until the beginning of the following academic year could result in harm to the grievant or the District, the time limits set forth herein may be reduced, **by mutual agreement of the grievant and the District**, so that the procedure may be exhausted prior to the end of the academic year or as soon as practicable.

**APPENDIX B-1
See ARTICLE 7**

GRIEVANCE PROCEDURE





**APPENDIX B-4
See ARTICLE 7**

Victor Valley Community College District & Victor Valley College Faculty Association

Level III Grievance Form

(Required) To: _____, VVCFA
President

From: _____, [Grievant(s)]

Date: _____

I. I hereby request that the Victor Valley College Faculty Association submit the attached Level II Grievance, dated _____, to binding arbitration.

cc: Victor Valley Community College Superintendent/President

II. Action taken:

- ☐ Request approved (if approved, complete Part III below)
☐ Request denied

VVCFA President's signature: _____ Date: _____

cc: Grievant(s)

III. **To:** _____, VVC Superintendent/President
From: _____, VVCFA President
Date: _____

The Victor Valley College Faculty Association hereby notifies the Victor Valley Community College District of its intent to proceed to binding arbitration with the above referenced grievance. See attached Grievance Form(s).

VVCFA President's signature: _____
Date: _____

cc: Grievant(s)

ARTICLE 8
COMPENSATION

8.1 The salary schedule for full-time faculty is set forth in Appendix C.

8.2.1 Effective July 1, 2022, each cell of the full-time salary schedule shall be increased by the state funded COLA for fiscal year 2022-2023 plus 4%.

8.2.2 Effective July 1, 2023, each cell of the 2022-2023 full-time salary schedule shall be increased by 7.0%.

8.2.3 Effective July 1, 2024, each cell of the 2023-2024 full-time salary schedule shall be increased by 3%.

All retroactive salary increases will be paid within 45 calendar days of ratification by VVCFA and approval by the Governing Board.

Effective July 1, 2018 each cell of the full time salary schedule shall be increased by 3% for 2018/2019, and 2% for 2019/2020 or funded COLA whichever is the highest.

See Appendix C for salary schedule.

8.2 Hourly Compensation.

For all full-time faculty, the hourly compensation rate **for Credit and Enhanced Non-Credit** shall be **increased to:**

Class	Hourly Credit Pay	Unit of Pay
Class I, II and III	\$62	\$1116
Class IV	\$64	\$1152
Class V	\$67	\$1206

Non-Credit Hourly Compensation Rate

<u>Hourly Rate</u>	<u>\$59</u>
<u>Units of Pay</u>	<u>\$1,062</u>

Enhanced noncredit refers to courses classified as noncredit Career Development and College Preparation (CDCP) that prepare students for employment or to be successful in college-level credit coursework. (5 C.C.R. § 55151.)

8.3.1 For 2022-2023, the hourly compensation rate shall be increased by the same percentage as Article 8.2.1.

8.3.2 For 2023-2024, the hourly compensation rate shall be increased by the same percentage as Article 8.2.2.

8.3.3 For 2024-2025, the hourly compensation rate shall be increased by the same percentage as Article 8.2.3.

If adjunct faculty negotiate a higher hourly rate, full-time faculty will automatically receive the higher rate.

8.4 Placement and Advancement

A. Placement of New Full-Time Faculty on the Salary Schedule

The Disciplines List by the Academic Senate for California Community Colleges will be the document used to determine academic/professional placement.

ACADEMIC		VOCATIONAL/PROFESSIONAL*
CLASS I	MA	Minimum qualifications**
CLASS II	MA + 15 or BA + 60***	AA with 6 years of professional experience**
CLASS III	MA + 30 or BA + 75***	BA with 2 years of professional experience**
CLASS IV	MA + 45 or BA + 90***	MA with 2 years of professional experience**
CLASS V	MA + 60 or BA + 105*** or PhD	MA + 15 or BA + 60*** or PhD with 2 years of professional experience**
<p>* Those disciplines for which a Masters Degree is not generally expected or available. ** Required professional experience cannot be used for vertical progression on schedule. *** Including Masters Degree Note: Initial step placement not to exceed step 8. Note: Nursing faculty will be placed on the vocational/professional track.</p>		

1. Academic Track

- a. Class placement - Placement shall be made on the basis of academic education.

- b. Step placement - For new faculty entering the District, a maximum of seven (7) years of teaching experience will be allowed for placement on the eighth (8th) step.

2. Vocational/Professional Track

- a. Class placement - Placement shall be made for vocational/professional faculty on the basis of experience and academic education.
- b. Step placement – Vocational /Professional faculty will be placed on a step by using the ratio of three years of paid, full-time employment in the subject area they are teaching as equivalent to one step, excluding professional experience used for class placement. A maximum of twenty-one (21) years will be allowed for placement on the eighth (8th) step.

B. Advancement on the Salary Schedule

Full-time faculty members shall be entitled to the annual step increase, if any, on the anniversary date of the unit members' first date of paid service as a probationary employee. The purpose of this provision is to provide one step increase for each full year of paid service.

- 1. Class - Advancement shall be made based on earned degrees and units earned subsequent to the completion of all requirements for the degree involved. All degrees and units must be germane to the full-time faculty member's assignment, constitute an improvement of instructional skills or be germane to an alternate assignment of value to the District. All units, to be considered for lateral movement on the salary schedule, must be approved by the District in writing prior to taking the course. Application for approval shall be submitted to the Chair of the Academic Development Committee, c/o Vice President of Human Resources, on Appendix D-1 or D-2, for review and recommendation to the Superintendent for approval. If time constraints preclude prior recommendation by the Academic Development Committee to the Superintendent, the decision shall be made by the Superintendent or designee.

All degrees and units must be completed by and reported to the Vice President of Human Resources prior to November 1st of the contract year for movement on the salary schedule that year.

- 2. Step - Advancement shall be made on the basis of years of service to the College. One complete year of service is required for step advancement.

C. Acceptable Degrees and Units for Placement or Lateral Movement on Salary Schedule

1. Only degrees and units from colleges accredited by the following Regional Accreditation Associations are accepted:
 - a. **Higher Learning Commission – HLC**
 - b. Middle State Association of College & Secondary Schools (MSA)
 - cb. New England Association of College & Secondary Schools (NE)
 - de. North Central Association of College & Secondary Schools (NC)
 - ed. **Northwest Commission on Colleges and Universities**
(formerly Northwest Association of Secondary & Higher Schools) (NW)
 - fe. Southern Association of College and Schools (SA)
 - gf. Western Association of Schools and Colleges (WASC)
2. All units must be upper division or graduate level with the following exceptions:
 - a. Vocational/Professional faculty placed on Columns I or II.
 - b. Demonstrated benefit to the college such as, a retraining goal approved by the Superintendent/President.
3. Foreign Transcripts

All foreign transcripts must be evaluated to U.S. standards through a foreign educational credential evaluation service. A current list of approved agencies providing this service is available in Human Resources.

8.5D. Summer and Winter Session Instructional Compensation

Effective Summer Session 201722 f Faculty shall be compensated the greater of their applicable hourly rate (Appendix C) or the following percentage of their annual salary as follows:

Faculty may teach a maximum of 0.4 annual load in the summer session or winter session at the summer/winter session rate of 0.66 or 66% compensation rate. The 0.4 annual load at 0.66 or 66% may be split between the winter and summer sessions or taught in its entirety in winter or summer.

8.6E. Non-Instructional Extra-Duty Days

Non-instructional full-time faculty shall be paid on a daily rate calculated as follows:

1. Summer Session (any time prior to July 1): Prior year annual salary divided by 175 days.
2. Other Extra Duty: Current year annual salary divided by 175 days.

8.7F. Bargaining Unit **ReassignedRelease** Time

ReassignedRelease time equivalent to 1.4 FTEF (full-time equivalent faculty) shall be granted annually to the **union Association** for the accomplishment of **union**

Association business, to include negotiations. The ~~reassigned~~release time shall be given to the union Association as a block of time to be distributed by the union Association. (See Article 8.J)

8.8G. Payroll Timelines

1. Full-time faculty will be paid their regular salary on a 10-month salary schedule, 10 equal payments, beginning September 1 of each year.
2. When full-time faculty teach classes for unit pay, the following pay guidelines will be used:
 - a. Full-term classes will be paid in four equal installments, provided assignments have been board-approved and contracts have been signed. For example:
 - 1) Fall 2007 pay schedule:
October 1, November 1, December 1, and January 1 (equal installments)
 - 2) Spring 2008 pay schedule:
March 1, April 1, May 1, June 1 (equal installments)
 - b. Eight-week classes will be paid in two equal installments, provided assignments have been board-approved and contracts have been signed. For example:
 - 1) Fall 2007 pay schedule:
First 8 weeks: October 1 and November 1 (equal installments)
Second 8 weeks: December 1 and January 1 (equal installments)
 - 2) Spring 2008 pay schedule:
First 8 weeks: March 1 and April 1 (equal installments)
Second 8 weeks: May 1 and June 1 (equal installments)

8.9H. Overpayment of Wages

An overpayment is a wage payment that has occurred as a result of cancelled classes or natural or unforeseen events that alter the continuation of a class or activity where wages have been paid and the work has not been completed. A wage payment can refer to any hourly, unit, contract, release time, stipend, reassigned, grant, lump sum, special/categorical, or other wages paid.

Deductions shall be made as follows:

Overpayment of wages shall be reimbursed by the unit member within a six-month period through a mutually agreed arrangement between the District and the unit member. If no written agreement for repayment is reached, the District reserves the right to take any action necessary to collect any overpayment amounts as permitted by law.

8.10I. Compensation for Credit by Exam

- a. Proctoring and/or grading Credit by Exam tests is voluntary and at the discretion of the faculty.
- b. Faculty shall receive **\$55 their current hourly rate** for proctoring, or grading, or proctoring and grading each Credit by Exam test, **not to exceed four hours per exam. For example, a three (3)-unit class would equal \$75x3= \$225.00.**

8.11J. Faculty Academic Senate Reassigned-Release Time

Reassigned-Release time equivalent to 1.4 FTEF (full-time equivalent faculty) shall be granted annually to the officers of the ~~s~~Senate for the accomplishment of senate business. The **reassigned-release** time shall be given to the ~~s~~Senate as a block of time and distributed among the officers by the officers. **(See article 8F).**

8.12 Nursing Process Meetings Stipend

Each unit member assigned to Nursing as a process lead, assigned clinical instruction, or skills laboratory will be compensated no more than 18 hours per semester at their hourly rate for nursing process meetings. The process meetings are for the purpose of:

- **Review instructional objectives**
- **Review students' progress in clinical (site & skills) and theory settings (e.g. passing tests)**
- **Discuss Remediation (if needed), and professional behavior of students**

Time and sign-in sheets shall be required. Meeting minutes are required (to be determined by the department).

8.13. Training Compensation for Full-Time Faculty Outside of Academic Calendar
All timelines subject to calendar negotiation as per Article 10.

Any District meetings or training that fall outside of the academic calendar, including, but not limited to, Summer and/or Winter sessions, related to unit members' contractual obligations shall be compensated at the unit member's current hourly rate if they attend with prior approval by the appropriate administrator.

ARTICLE 9

**ARTICLE 9
BENEFITS**

- A. The District shall pay 100% of the composite rate for medical, mental health, dental, and vision premiums, as well as mandatory life insurance premiums.

Beginning July 1, 2024, the District shall pay an amount equal to 100% of the composite rate of the Blue Shield HMO or the Kaiser HMO, whichever is higher, for medical, mental health, dental, and vision premiums, as well as

mandatory life insurance premiums. All current employees that have a Health Care plan that exceeds the District's maximum contribution will be eligible to change their plan through an open enrollment in accordance with carrier requirements, once the successor agreement for 2022-2025 is ratified by unit members. Unit members are not financially responsible to repay the district for any health plan they were on before the ratification of this successor agreement that, in the successor agreement, exceeds the District's maximum contribution.

- B. ~~Effective for the health benefits period beginning July 1, 2013, f~~Full-time faculty will have a choice of between two (2) HMOs and one PPO.

Beginning July 1, 2024, bargaining unit members who elect to participate in a plan that exceeds the maximum contribution in Article 9.A shall be responsible for any health and welfare costs in excess of the District maximum annual contribution towards medical, dental and vision. Each unit member's contribution, if any, shall be deducted from the member's regular paycheck, once the successor agreement for 2022-2025 is ratified by unit members. Unit members are not financially responsible to repay the district for any health plan they were on before the ratification of this successor agreement that, in the successor agreement, exceeds the District's maximum contribution.

- ~~D.~~ Any changes (e.g., office co-pays, prescription drug plans, deductibles, etc.) or changes in carriers recommended by the faculty members on the college-wide benefits committee to the association bargaining team must be bargained and ratified by faculty.

- ~~DE.~~ The college-wide benefits committee will include a minimum of 2 faculty appointed by the VVCFA president.

- ~~EF.~~ A Section 125 Flexible Benefit Plan will be offered to full-time faculty members on a voluntary basis, consistent with the requirements of law. This plan allows full-time faculty members to set aside, on a pre-tax basis, certain unreimbursed medical expenditures and dependent day care expenditures, in addition to certain out-of-pocket premium costs, subject to federal and state regulations.

- ~~FG.~~ Retirement Benefits

For employees who retire prior to June 30, 2024, rRetirement benefits for full-time faculty members who are eligible for STRS/PERS retirements and who have a minimum of ten years of full-time service at Victor Valley College at the time of retirement will include:

1. Medical, mental health, dental, and vision premiums, as well as mandatory life insurance premiums (life insurance for retiree only) are paid for full-time faculty members until the full-time faculty member reaches Medicare age. Medical, mental health, dental, and vision insurance premiums are paid for the spouse of a retired full-time faculty member until the spouse reaches Medicare age, or for a period not to exceed five (5) years after the retired full-time faculty member reaches Medicare age, whichever occurs first. Spousal coverage shall be limited to the spouse at the time the full-time faculty member retires.

The provisions of the insurance policy concerning insurance termination are in effect when:

- a) the full-time faculty member dies and the full-time faculty coverage and the spousal coverage ends; or
 - b) the full-time faculty member reaches Medicare age, and only the full-time faculty member coverage ends.
2. **For employees who retire on or after July 1, 2024, the District's contribution to retiree health care premiums shall be limited to the maximum contribution for existing employees as provided for in Article 9.A and 9.B above.**
An offer of a part-time contract (20% of a full load) will be made for each of the first three (3) years after the mandatory six (6) month waiting period. The retiree will be compensated at the amount permitted by STRS/PERS or 20% of the retiree's latest salary before retirement, whichever is less. The offer of employment will be made when appropriate openings are available as determined by the District. Retired faculty shall have the first right of refusal after full-time faculty and before an offer made to part-time faculty for five years after retirement, with satisfactory full-time evaluations prior to retirement and beginning in year three, using the part-time faculty evaluation process.
3. In the event that any or all of the medical providers under the district-paid plans are not available to a retired unit member and/or his/her spouse because of a change of residency or otherwise, the District shall be required to pay no more than the amount designated in Section 9.A **and 9.B** above for the unit member and/or his/her spouse to obtain alternative benefits.

GH. Opt Out Incentive

The district shall offer an opt-out incentive for those eligible employees who can show proof of additional full medical coverage.

1. The District shall allow up to a total of twenty (20) percent of the total number of employees who have Health and Welfare benefits coverage at Victor Valley Community College District to participate in the opt-out incentive.
 - a. The **first opt-out incentive shall be effective for the health benefits period beginning July 1, 2013. Every year thereafter, the** district shall review during open enrollment those employees who can show proof of other medical coverage and completion of the medical opt-out incentive application.
 - b. Once a faculty member has been chosen to opt out, he/she will automatically be granted opt out status until such time as he/she may choose to re-enroll. If a faculty re-enrolls, he/she must re-apply to be eligible for opt out.

- c. If the total number of medical incentive faculty opt-out applications is fewer than 20 percent of the overall opt-out quota, all those who qualify may select to participate in the incentive program. If the number of qualified faculty applications is greater than the 20% of the overall opt-out quota, participants will be chosen by their position on the faculty seniority list. In all situations, the employee must qualify and no more than twenty (20) percent of the total number of employees who have health and welfare benefits at Victor Valley College may participate.
- 2. Any member who elects the opt-out incentive shall not be eligible for medical coverage until the next open enrollment period unless a qualifying event occurs.
- 3. An annual amount of ~~\$3,300~~ **\$3800** shall be paid to full-time members who participate in the opt-out incentive program. Members who are employed less than full-time shall receive a pro-rata amount. For faculty members, the amount shall be distributed in ten (10) monthly payments.

ARTICLE 10
ACADEMIC CALENDAR

A. Academic Calendar

1. The Academic calendar shall be not less than 175 days (Title 5, Section 55700), which shall consist of two 16-week semesters.
2. "Academic year" is defined as that period between the first day of fall semester and the last day of the following spring semester. (Educ. Code § 87661(da)).
3. Beginning Fall 2023, the start of the fall and spring semester shall be negotiated by the parties every two years based on course duration and operational needs, for a two-year academic calendar (e.g., 2024-2025 and 2025-2026 negotiated in 2023-2024).
The fall semester shall begin on the first work day in the last week of August and continue for 16 weeks. The spring semester shall begin on the first workday in the third week of February and continue for 16 weeks.
4. When a winter session is offered, it will be scheduled between the fall and spring semesters.
5. When a summer session is offered, it will be scheduled between the spring and fall semesters.
6. Unit members who are teaching at District sites off campus (e.g. high school campuses, CCAP) will comply with the VVC calendar. ~~or~~ Unit members who are required to teach net additional days (i.e., on holidays and designated school breaks observed by the high school that are different from those observed by the District and not offset by holidays observed by the District but not the high school) will be compensated 1/175 per day.

B. Faculty In-service Days

1. Faculty shall be required to attend two (2) three-hour in-service sessions held on Friday during the first two weeks of the fall semester and on Friday during the first two weeks of the spring semester as determined by the District.

Beginning Spring 2024, faculty shall be required to attend two (2) three-hour in-service sessions held on the last immediate work day before the start of the fall semester and on the last immediate work day before the start of the spring semester.

For example: if the Association and District agree that the first day of Fall begin on a Monday, the in-service day shall be the immediate preceding Friday. If the first day of Fall is negotiated to begin on a Tuesday, Wednesday, Thursday or Friday, the in-service day shall be the immediate day before (e.g., starting Fall on a Tuesday would result in the in-service day being on that Monday).

2. Faculty shall be paid half (½) of 1/175 of their annual salary for each three-hour in- service day. Compensation will be paid in the next available pay cycle.
3. **Any absences must fall within an appropriate leave entitlement under this Agreement and will be charged to the appropriate leave at the same rate. To ensure all Friday classes meet the mandated 48 to 54 contact hours required, minutes may be added to Friday classes canceled for the purpose of in-service attendance.**
4. The District and Association agree to continue to investigate and negotiate a Flex Calendar and mandatory flex hours.

C. Timeline

The Association and the District shall begin bargaining the proposed calendar for the following academic year by the first Monday of October. The final adopted calendar(s) shall be subject to approval of the Association **membership** and the District. The parties shall make every reasonable effort to complete this process by the first Monday of December. **If agreement between the Association and the District cannot be reached by the first Monday of December, all dates for the next academic year will tentatively revert to the last approved calendar with appropriate date adjustments pending the outcome of impasse proceedings.**

D. Extension of Terms

The District, at its discretion, may extend the semesters, summer session, and winter session calendars, to meet the needs and/or requirements of special programs (e.g. Administration of Justice, Fire Technology, etc.)

E. Cancelled Classes

If classes are cancelled due to disasters or to protect the safety of the students and employees, faculty will receive additional pay up to two days for work on days not regularly scheduled. Additional necessary schedule changes will be made only after consultation with the Association.

F. Technical Failures Impacting Unit Member Working Conditions, Calendar Timelines and Due Dates

Full-time faculty will notify the District within two hours of any technical failure at the District that impedes full-time faculty from fulfilling their contractual obligations and impacts faculty deadlines, including failures that occur over weekends and holidays.

If technical failure or delays at the District result in difficulty in accessing technical systems (including, but not limited to) Canvas, census/grading/drop/add software and services, VVC portal access or any other technical system faculty are required to use in the fulfillment of contractual obligations occurs, the impacted faculty member(s) may meet with the appropriate administrator(s) to discuss whether changes to posted deadlines ~~and~~ or due dates shall be extended and the length of that extension.

All planned maintenance that impacts unit member working conditions during the semester or session shall be communicated to unit members reasonably in advance.

ARTICLE 12
FULL-TIME INSTRUCTIONAL ASSIGNMENTS

A. Instructor Assignments

An hour of instruction is defined in the Student Attendance Accounting Manual. **All full-time instructors** have a professional responsibility and obligation to the students and the District that extends beyond the formal lecture, individualized instruction, laboratory assignments, and office hours. These responsibilities include: **advising students**, curriculum evaluation and revision, grading, course preparation, faculty meetings, serving on committees, Student Learning Outcome Assessments, **and** Program Learning Outcome Assessment (when applicable), **and contributing to program review for their discipline**. Assignments may also include **conducting field trips and** attending professional conferences. Unless mutually agreed by the Chief Instructional Officer or designee and the respective faculty member, no full-time faculty member shall be assigned more than a total of eighteen (18) hours per semester for the purpose of attending District faculty meetings, **student advising, and** serving **on participatory governance, Academic Senate, Association or similar** committees, **search committee(s) (including FER work), probationary tenure committees, peer reviewing for tenured evaluations, task forces, ad hoc committees, student clubs as faculty advisor(s), on-campus professional development, off-campus professional development, advisory groups/committees, DEIA activities, and any other college or department activities that support and enhance teaching and learning at Victor Valley College, or any other activity mutually agreed upon by the District and the full-time faculty member.**

1. For a sixteen (16) week semester, the teaching assignment will be:
 - a. 16.875 lecture hours per week, or
 - b. 20.25 hours of individualized instruction per week, or
 - c. 23.625 hours of laboratory per week, or
 - d. A combination of any of the above
 - e. **Cooperative Education Work Experience** 125 students to one instructor (Title 5, Section 58051)
2. Contract and regular faculty members must complete their annual faculty assignment within the semesters of the academic year and shall not be required to teach during the winter session or summer session.
3. Faculty and administration must mutually agree on all Saturday assignments.

4. Unit members who are not on contract/teaching during Winter/Summer sessions are not obligated to be available during that session.

Full time faculty members shall have first right of refusal for all hourly/unit of pay teaching assignments up to a maximum of 60% or .60 FTEF in excess of a full-time instructional teaching load per semester. The area dean may approve an additional 7% or .07 FTEF when due to irregular lecture/lab units an overload teaching assignment exceeds 60%. Additional hourly/unit of pay teaching assignments for the semester may be awarded with the approval of the faculty member and Chief Instructional Officer or designee.
[Moved to 6.c.i below, as modified.]

5. Definitions of teaching modalities impacting unit member assignment load/Unit of Pay (UOP) related to working conditions:

- a. On campus, synchronous: includes web-enhanced courses.
- b. 100% online, asynchronous: (see Article 13).
- c. Hybrid: synchronous on campus/asynchronous online; (see Article 13).
- d. Remote: off-campus synchronous online at the days/times in the college's class schedule; (see Article 13).
- e. Hy-flex: on-campus synchronous online at the days/times in the college class schedule; (see Article 13).
- f. College and Career Access Pathways (CCAP): high school campuses, face-to-face or online; as per Article 13.
- g. Correspondence: asynchronous instruction via mail/electronic format provided through the District via regular mail, high support email or other methods as defined by the Academic Senate, for students who are separated from the instructor and have restricted access to other modalities the District offers, as in the case of justice-involved students.
- h. Non-Credit: courses which have no credit associated with them and may be repeated by students an unlimited number of times. Non-credit offerings can be stand-alone courses which do not require extensive assessment or examinations. Any online Non-Credit courses are restricted to DE-certified unit members.

6. Beginning Fall 2024, all departments must create and implement, with the consent of all unit members in the department and in consultation with their area administrator, a process for the equitable distribution of classes for full-time annual load and hourly/UOP assignments reflecting commitment to student need, improving student success rates, service to underrepresented minority students, low-income students, and part-time students. This process must include:

- a. A timeline consistent with the language in Article 21 regarding Fall, Winter, Spring and Summer scheduling notification to all full-time faculty in a department for the selection of classes.
- b. An initial seniority list based on years of district service (hereafter referred to as the "rotating seniority list"). In the case of multiple hires in the same academic year, the initial seniority placement by the District at the hiring date will determine unit member placement on this rotating list. This rotating seniority list will operate all semesters and sessions classes are offered, and will rotate every semester and session (for Winter/Summer sessions, a decision not to teach any classes available is a choice, and the unit member shall rotate to the bottom). All class selection choices must be in writing to apply to the semester/session.

- c. Unit members may select assignments in any District-offered teaching modality for which they are qualified. Unit members' selections will be based on the schedule sent to department chairs by their area administrators and revised as needed as per the department's course selection process described below and in Article 21, up to a maximum of 60% or .60 FTEF in excess of a full-time instructional teaching load per semester. The area dean may approve an additional 7% or .07 FTEF due to irregular lecture/lab units or when an overload assignment exceeds 60%. Additional hourly/unit of pay assignments for the semester may be awarded with the approval of the unit member and Chief Instructional Officer or designee. A departmental process where the equitable distribution of annual load and hourly classes will be implemented can include (but is not limited to):
- i. Each unit member, beginning with the senior member on the rotating seniority list in the first semester implemented, chooses one class in rotation until all unit members have reached annual load obligations. UOP/hourly classes will follow the same format. Unit members who are not provided with hourly classes due to lack of availability will have the first right of refusal among faculty on any added sections, based on their position on the rotating seniority list; for additional online sections, the unit member must be DE-certified to be eligible to teach DE courses (see Article 13).
 - ii. Each unit member submits their choices, and conflicts in scheduling will be determined by placement on the rotating seniority list. All unit members must make their contractual semester load before any full-time faculty member can have the opportunity choose available additional hourly classes.
 - iii. Any other process that all unit members in a department have agreed to that reflects equity in class choice and contractual load obligations being met before hourly classes are chosen or assigned.
 - iv. Selection of hourly/UOP classes shall follow the department's rotating seniority list and class selection process established for contractual load classes.
 - vi. The rotating seniority list will be distributed to all unit members in the department and a copy will be sent to the dean's office.
 - vii. Every three years, the class selection process shall be reviewed by the department and the area administrator for contractual load classes and hourly/UOP classes to ensure the current process meets the needs of the department, underrepresented minority students, low-income students, and part-time students. Any revisions to the class selection process shall follow the process described in Article 12.A.6.c, and must include written consent from all members of the department.
- d. Notwithstanding the above, the District maintains the right of assignment to the extent authorized by law, and the Dean or appropriate administrator may make changes to any faculty assignment deemed to be in the best interests of students or the District.

e. A violation of Article 12.A.6(a-c) above caused by unit members, is not subject to the grievance process.

B5. Irregular Loads and Load Balancing

- 1a.** All assignments in excess of 100% semester contractual load will be paid at the unit of pay rate (with the exception of those listed in 12.~~E8~~ which will be paid hourly) in the semester they occur.
- 2b.** If a faculty member's contractual load does not total 100%, and the faculty member is teaching additional classes for unit of pay, a portion of their unit of pay contract will be used to balance the deficit.
- 3e.** If a faculty member's contractual load does not total 100% in the fall or spring semester and the faculty member is not teaching additional classes for unit of pay, the district shall balance the load in the semester the under load occurs. Additional duties may be assigned by the district which may include but not limited to: curriculum development, new course preparation, ~~or~~ additional office hours, ~~Or~~ or an additional class (or any combination of the above) within the unit member's minimum qualifications may be assigned by mutual agreement between the faculty member and the district.

C69. Units of Pay. When full-time faculty teach lab classes for hourly/units of pay, 1 lab unit (1 student credit unit) equals 48-54 student contact hours and 54 hours of compensation. When full-time faculty teach lecture classes for hourly/units of pay, 1 lecture unit (1 student credit unit) equals 16-18 student contact hours, and 18 hours of compensation.

D710. Unit of Pay Contracts

- 1a.** When preparing load sheets and unit of pay contracts, lecture classes will be counted toward contractual load first, and then lab classes.
- 2b.** Unit of Pay contracts will be available for faculty to sign before the start of the semester or session.

E811. When assignments are not part of a faculty member's contractual load, the following will be paid at the hourly rather than unit of pay rate:

- 1a.** Assignments that do NOT meet at regularly fixed dates and times
- 2b.** Non-credit courses
- 3c.** Lecture/lab courses with only partial lab hours assigned to the instructor
- 4d.** Open lab courses
- 5e.** Courses with multiple instructors (i.e., EMT, AJ, FT, Nursing, etc)
- 6f.** Cooperative Education Work Experience
- 7g.** Partial Course Assignments (replacements)
- 8h.** Non-teaching assignments such as librarians, counseling, curriculum revision, and other assignments without regularly fixed hours and dates.
- 9i.** Open lab courses where instructors are not assigned a specific class section.
- 10j.** Other assignments as needed.

F912. Scheduling of Fall and Spring Classes and the Assignment of Faculty

- 1a.** Full-time instructional faculty shall be assigned to the schedule without classification as to location, day, or evening program. The schedule should be

arranged so that the classes on a single day do not span a period greater than 12-8 hours without permission, in writing, of the instructor. The Chief Instructional Officer of designee shall have the responsibility and authority to determine the scheduling of classes and the assignment of full-time faculty.

No unit member will be required to teach correspondence or CCAP courses unless necessary to make full load and no other class sections in which the faculty member is qualified are available at the main campus, online, or other District locations. Any additional work required on days outside the VVC calendar shall be compensated at 1/175 of their annual salary.

- 2b.** Each department chair, in conjunction with the full-time faculty members in their department, will develop a class schedule, **as per Articles 21 and 12.A.6 above,** which must be approved by the CIO or **his/her their** designee.
- 3e.** The Office of Instruction will provide each department chair with correct scheduling materials and a scheduling production timeline, **once the yearly calendar is negotiated (Article 10). The Department Chair shall forward the schedule to all unit members within one working day (M-F) of receipt from the Office of Instruction.** The Department Chair in collaboration with the full-time faculty in **his/her their** department shall have twelve (12) working days to compile the department schedule, **as per Articles 21 and 12.A.6 above. Faculty shall choose their assignments during these twelve (12) working days.**
- i. **All District-offered modalities shall be available for unit members' selection, including non-credit, correspondence and CCAP courses, when practical.**
- ii. **Only DE-certified unit members are eligible for online/hybrid/remote/hy-flex sections (see Article 13).**
- 4d.** The Chair shall include full time faculty in the email submission of the schedule to the dean.
- 5e.** The department chair will be included in the email when the dean sends the approved schedule to the Office of Instruction. **Full-time Faculty** shall be guaranteed review of any changes to the recommended schedule by the dean and/or the Office of Instruction **and shall exercise their first right of refusal when classes are added, deleted, canceled or teaching modalities are changed** prior to the inputting of the schedule into the Colleague system, **as per Articles 21 and 12.A.6 above.**
- 6f.** Twelve (12) days after the department chair sends **his/her their** email, (see **12.F.4A.9.C**), the Department Chair will submit the schedule of classes, with full-time faculty names inserted, to the CIO or designee with a copy to the assigned faculty member(s).
- 7g.** See Article 20 for Winter and Summer Instructional Assignments. **Beginning Fall 2024, all departments will have their equitable scheduling process in place (see Article 12.6), and this process will be carried over into Winter and Summer scheduling beginning Summer 2024. A copy of the department's current course selection process will be provided to all faculty members and the dean.**
- 8h.** **Each unit member will meet individually with their dean to review their contractual load and UOP/hourly class assignment for Fall and Spring**

semesters shall take place no later than the 15th week of the preceding semester (e.g., the 15th week of Fall semester for the upcoming Spring semester). Preliminary office hour days, times and modalities will also be reviewed at this meeting to ensure student access and support.

G103. Load Charts:

Each semester's load is one-half an annual load and is expressed as 0.500. The annual load is the sum of fall and spring semesters' loads, or 1.000. The charts are based on the number of weeks in the semester and the number of hours per week.

<u>1a. Lecture/Teaching Lab Hours</u>		
Hours Per Week	Semester Load	Annual Load
0.56	.01667	.03333
1.125	.03333	.06667
2.25	.06667	.13333
3.375	.10000	.20000
4.50	.13333	.26667
5.625	.16667	.33333
6.75	.20000	.40000
7.875	.23333	.46667
9.00	.26667	.53333
10.125	.30000	.60000
11.25	.33333	.66667
12.375	.36667	.73333
13.50	.40000	.80000
14.625	.43333	.86667
15.75	.46667	.93333
16.875	.50000	1.0000

<u>2b.</u> Individualized Instruction		
Hours Per Week	Semester Load	Annual Load
0.563	.01389	.06250 .02778
1.125	.02778	.05556
2.25	.05556	.11111
3.375	.08333	.16667
4.50	.11111	.22222
5.625	.13889	.27778
6.75	.16667	.33333
7.875	.19444	.38889
9.00	.22222	.44444
10.125	.25000	.50000
11.25	.27778	.55556
12.375	.30556	.61111
13.50	.33333	.66667
14.625	.36111	.72222
15.75	.38889	.77778
16.875	.41667	.83333
18.00	.44444	.88889
19.125	.47222	.94444
20.25	.50000	1.0000

3c. Lab Hours		
Hours Per Week	Semester Load	Annual Load
0.563	.01190	.02381
1.125	.02381	.04762
2.25	.04762	.09524
3.375	.07143	.14286
4.50	.09524	.19048
5.625	.11905	.23810
6.75	.14286	.28571
7.875	.16667	.33333
9.00	.19048	.38095
10.125	.21429	.42857
11.25	.23810	.47619
12.375	.26190	.52381
13.50	.28571	.57143
14.625	.30952	.61905
15.75	.33333	.66667
16.875	.35714	.71429
18.00	.38095	.76190
19.125	.40476	.80952
20.25	.42857	.85714
21.375	.45238	.90476
22.50	.47619	.95238
23.625	.50000	1.0000

The workload or Full-Time Equivalent Faculty (FTEF) is 1.00 or 100% per semester and may consist of lecture only, laboratory only, reassigned time, individualized instruction only, or any combination thereof. The following represents FTEF calculations rounded to the nearest thousandth:

- a. The FTEF for lecture is calculated by dividing the maximum total number of hours of the class for the semester as defined in the approved course outline by 270. For example, a course approved for 3 hours per week will have a maximum of 54 hours. The workload is 0.20 or $54/270 = 0.20$.
- b. The FTEF for individualized instruction is calculated by dividing the total number of hours of the class for the semester as defined in the approved course outline by 324. For example, a course approved for 3 hours per week will have a maximum of 54 hours. The workload is 0.167 or $54/324 = 0.167$.
- c. The FTEF for laboratory is calculated by dividing the total number of hours of the class for the semester as defined in the approved course outline by 378. For example, a course approved for 3 hours per week will have a maximum of 54 hours.
- c. The FTEF for laboratory is calculated by dividing the total number of hours of the class for the semester as defined in the approved course outline by 378. For example, a course approved for 3 hours per week will have a maximum of 54 hours.
- d. The following is an example of calculation of workload for combined lecture and laboratory:

An instructor is teaching CHEM 100 (54 hours lecture, 108 hours lab), CHEM 202 (54 hours lecture, 108 hours lab). The workload is

CHEM 100 = 0.486 or $(\text{lec } 54/270 = 0.20) + (\text{lab } 108/378 = 0.286) = 0.486$.

CHEM 202 = 0.486 or $(\text{lec } 54/270 = 0.20) + (\text{lab } 108/378 = 0.286) = 0.486$.

The total load is 0.972 FTEF or $0.486 + 0.486 = 0.972$.

H41. Class Size

1A. Minimum Class Size

The following minimum class guidelines are to be followed during the regular academic year:

1) The minimum class size for all classes shall be twenty (20) at census. Exceptions may be made by the Chief Instructional Officer for reasons that shall include, but are not limited to:

- a) Required in a VVC certificate
- b) A course in a sequence of advanced study
- c) Limited by classroom/laboratory facilities

- ~~d) An experimental or pilot course~~
- ~~e) Governed by state regulations mandating class size~~

~~2) Classes with less than fifteen (15) students may be permitted by the Chief~~

~~3) Research and independent study are exempt from such guidelines.~~

~~a4-) The Chief Instructional Officer or designee will review enrollment information based upon the close of regular registration 7 days before the first day of class as stated in the schedule of classes in order to determine course cancellations the viability of the class section(s), consult with the full-time faculty member involved, and the impact of that cancellation on full-time faculty workload. Full-time faculty will be notified within 24 hours of a cancellation by their dean. If a cancelled class is part of the full-time faculty's load, and they are teaching extra hourly classes, one equivalent hourly class shall be moved into the contractual load. If the unit member is not teaching hourly classes, they can request available classes not taught by full-time faculty for which they meet minimum qualifications, or be assigned alternative duties as per Article 12.B.3.~~

~~If a class is permitted to continue, it will not be closed canceled during a the semester. If the enrollment drops to zero during the semester, the instructor may be assigned other duties as indicated above in (12.B.3A.5.c) if the unit member falls below their contractual load.~~

~~b) Except in extraordinary circumstances, as determined by the Executive Vice President or area administrator, no students shall be added to any unit member's class without the faculty member's consent. Should a situation arise where a student must be removed from a classroom, the District shall work with the department chair and unit member(s) to reach a collegial solution. Any student placed in an alternate classroom, for any reason, will be expected to adhere to the new instructor's syllabus and class requirements.~~

~~c5) Any provisions in the Agreement applicable to class size (over-enrolled classes) during the regular school year and the summer session shall also be applicable in the winter session.~~

2B. Maximum Course Size

In order to maintain quality instruction and to best serve students, maximum course size will be determined by the Vice President of Instruction in consultation with the discipline chair and in accordance with Best Teaching Practices as prescribed by the Statewide Academic Senate. Course maximums will be listed on the course outline of record in the course curriculum.

3C. Class Stacking ~~is prohibited.~~

- a) Class stacking definition: The lecture or the lecture portion of two separate sections of the same course are scheduled at the same time, in the same room. Class stacking is voluntary; the district may not require any faculty member to stack classes.
- b) No more than 2 sections of a lecture or lecture portion of a course may be stacked together.
- c) Class stacking may be requested by the district or by individual faculty at any time in the scheduling process up to 10 days before the first day of the semester/session.
- d) Class stacking is limited to lecture classes and correspondence (Justice Involved Education) courses. When a lecture course is stacked, faculty will receive additional load for the lecture portion of the class and all lab classes associated with the lecture will be compensated at the regular lab load rate or at the applicable hourly rate if the assignment is over 100% semester load.
- e) When two sections are stacked, faculty will be paid 200/4 semester load for the first section and 15% semester load for the second section.
- f) Examples:
 - 3 units of lecture = 20% semester load*
 - 2 stacked sections = 35% semester load (20% + 15% additional semester load)
 - 4 units of lecture = 26.6% semester load*
 - 2 stacked sections= 41.6% semester load (26.6% + 15% additional semester load)
 - *15 units= 1000/4 semester load
- g. All faculty teaching any honors course stacked to a non-honors course shall be compensated two (2) hours for each student enrolled at the hourly rate, up to five (5) students, for a maximum of ten (10) hours.
- h. Class stacking does not include mirrored non-credit classes, leveled lab courses, performance courses nor cross-listed courses.

4D. Number of Course Preparations

An instructor can be assigned up to seven-five (75) distinct course preparations per year. An instructor can voluntarily agree in writing to additional preparations. If the instructor is assigned more than seven-five (5) preparations, he/she will be paid \$500 for each additional preparation. For the purposes of this section, a preparation shall be defined as a three (3) or more unit course. Courses with less

than three units will be equated using the formula (units per course times the number of distinct courses divided by 3). When two or more such courses are taught at the same time by the same instructor, they will be considered as one preparation. **The area dean will initiate the payment process no later than the last week of the Spring semester, and include a list of all completed course preparations five and above for the previous academic year. Payment to the full-time faculty member will be made no later than the September payroll.**

5E. Offices and Office Hours

a1. Faculty Offices

The intent of the District and the Association is to provide each full-time faculty member with an office which reflects and supports their professional status **no more than 10 minutes' walk from their assigned classrooms.**

1a. Full-time faculty will be provided with an **adequate** office which is safe, appropriately equipped, and physically accessible to all students, **and which can be accessed by the unit member during college hours at all locations operated by the District when practicable.**

a. **Faculty shall notify campus police when practical, upon arrival on campus if they intend to access their office outside of college business hours at all locations controlled by the District.**

b. **Heating and cooling controls may not be available outside of college hours.**

2e. Where privacy and confidentiality are at issue, space will be available to assure privacy and confidentiality when needed **as close to the unit member's office as practical.**

3ed. The District will identify new office space for use by department and will make assignments in collaboration with department full-time faculty to effectively provide services to students.

4de. Storage space, outside of full-time faculty offices, will be provided as needed **as close to the unit member's office as practical.**

5ef. Emeritus faculty will be provided with an office space to share for the purpose of doing District business.

6g. **Unit members who cannot access their offices, mailboxes or other workspaces will immediately notify their area dean, and will be provided keys/keycards or other materials necessary**

for them to fulfill their contractual obligations ~~with haste since time is of the essence~~. The District will immediately provide an alternative location on campus so the unit member can fulfill their contractual obligations.

b2. Office Hours

- 1a.** Full-time faculty office hours are intended to allow students access to teaching faculty. These hours shall be scheduled to best meet the needs of students and approval by the Chief Instructional Officer **(CIO) or administrative designee** will be predicated upon this criterion.
- 2b.** The Chief Instructional Officer **or designee** will provide each teaching full-time faculty member with written notification of the semester's teaching assignment. Once notification is received, full-time faculty will schedule and submit 250 minutes per week of office hours, except as noted below, using the form provided by the Chief Instructional Officer.
- a1)** Full-time faculty with more than five lab hours per week will schedule 200 minutes per week of office hours.
- b2)** Full-time faculty who have less than a full-time teaching load (including those full-time faculty with primarily non-instructional assignments) will schedule office hours on a pro rata basis.
- c3)** Unit members may elect to have online office hours, limited to a maximum of fifty minutes per **fully** online class, based on assigned load **if they are DE-certified (see Article 13).**
- 3c.** The Chief Instructional Officer **or designee** will acknowledge, in writing, in a timely manner, the receipt of the teaching full-time faculty member's office hours schedule and also its approval **by the end of the first week of the Fall/Spring semester.**
- 4d.** Once approved, full-time faculty members will post their office hours **at the location and in the syllabus** no later than **the first day the beginning of the second week** of instruction each semester, using the form provided by the Chief Instructional Officer.
- 5e.** If a teaching full-time faculty member does not submit his/her office hours as indicated above, the Chief Instructional Officer **or administrative designee** will assign and post office hours which meet the needs of students and also will inform the instructor in writing.

6f. Circumstances may arise which necessitate a change in the approved office hours schedule. A full-time faculty member shall submit revisions of his/her office hours' schedule, in writing, to the Chief Instructional Officer or administrative designee for approval. If the CIO or administrative designee does not respond in writing within one week of the proposed change, then the full-time faculty member shall consider that change approved.

7g. Absence from a scheduled office hour will be permitted for the same reasons and will require the same prior arrangements as a regularly scheduled class. Absence leave will be charged at the rate of one hour of leave for each fifty minutes of office hours, unless the office hour is made up with prior approval within one work week when practicable and the dean and all students are notified in writing (email, class announcement in the course management system, or similar). Disapproval of making up office hours as noted above must be sent in writing by the area administrator. See Appendix J-1, Employee Absence Report, and also Article 36 regarding unauthorized absences.

6F. Intellectual Property Rights and Right to Claim Copyright

- A.** Works made for hire prepared by an employee within the scope of employment are deemed to have been prepared by and belong to the District for copyright and intellectual property purposes.
- B.** Intellectual property rights and the right to claim copyright belongs to the unit member when such material was created on the unit member's own time outside of the contracted workweek not part of or relating to assigned duties with the District, the project was not commissioned by the District, no payment, stipend, or release time was made, and no District resources were granted to the unit member for this purpose. Intellectual property applies to all materials created by a unit member, including, but not limited to, full courses, course materials, modules, textbooks, faculty-created content, streaming videos, tests, software, and any other tools, materials, or techniques that are used to support access to knowledge.
- C.** Responsibility for registration of copyright lies with the owner of the copyright.
- D.** Royalty distribution rights parallel ownership in copyright.
 - 1.** Unit members with full copyright ownership retain full royalty distribution rights.
 - 2.** The District with full copyright ownership retains full royalty distribution rights.

E. If the District and unit member(s) agree to share copyright ownership, royalty distribution rights will be as follows:

- 1. All agreements shall be in writing.**
- 2. One hundred percent of royalties or other profits will be distributed to reimburse the District and/or unit member(s) for documented expenses of creation and production of the material until all such documented expenses are completely reimbursed.**
- 3. The remainder of any royalties or other profits will be distributed 50 percent to the District and 50 percent to the faculty member.**

No individual faculty ~~syllabi or~~ course materials in any District-approved teaching modality, ~~excluding syllabi~~, shall be distributed by the district to any external or internal, public or personal entity for their personal or public use without the expressed written consent of the originator.

8G. Syllabus Submission

Faculty are required to submit one electronic version of their syllabi for each course they are teaching to their dean's office, or the Office of Instruction, or any other designee by the end of the first day-week of class. **Any substantive change to the syllabi shall be submitted to the Office of Instruction within two (2) business days.**

H. ACCESS (Accessibility Coordination Center & Educational Support Services) : Reasonable Accommodations /Academic Adjustments

Unit members are required by law to honor a student's approved reasonable accommodation and/or academic adjustment. This may involve facilitating announcements for peer note-takers, accommodating sign-language interpreters to fulfill their role, or any other accommodation services for the class(es), regardless of modality, required by law. If a unit member believes the approved accommodation and/or academic adjustment would result in a fundamental alteration to the class, it is the unit member's responsibility to notify the ACCESS office immediately.

ARTICLE 13
ONLINE DISTANCE EDUCATION INSTRUCTION AND COMPENSATION

A. Intent

The District and the Association recognize **online distance education** instruction as a valuable tool for student learning. Therefore, the following practices and provisions shall be implemented in regard to **online distance** instruction and compensation **and the impact on unit member working conditions. Two members appointed by the**

VVCFA executive board will participate on any District participatory governance DE committee.

All classes designated as “distance education” instruction shall be part of the department class selection process as per Article 12, and can be designated as contractual load classes or UOP/hourly classes. A list of all distance education sections will be provided to department chairs as practicable as part of the scheduling process and timeline.

“Distance Education” instruction includes the following modalities and their specific impact on unit member working conditions, and full-time faculty teaching in these online modalities must be DE-Certified:

1. Fully online/asynchronous – 100% online with no on-campus requirement, with the exception of proctored assessments in line with CCCC and ACCJC guidelines for specific disciplines (e.g., Math).

2. Hybrid – Asynchronous online with synchronous on-campus component.

a. Hybrid Class: Instruction involving regular and effective online interaction for an equal portion of contact hours that takes place synchronously or asynchronously and is supported by materials and activities delivered in person and online through the college's learning management system.

This would include regular synchronously scheduled meetings for lectures, lab, or testing where the instructor and student are together. Any portion of a class delivered online must be equivalent to the amount of faculty-student in-person meeting time. The approved online portion must meet the regular and substantive interaction regulations. The class schedule indicates when and where the in-person meetings occur and how many hours must be completed online. Any scheduled or synchronous online meetings should also be included in the schedule of courses.

b. Hybrid courses that contain lecture and lab requirements shall be split in the following way for contractual load: lecture can be held online, and count to online load requirements; lab sessions will be calculated as face-to-face load requirements. For example:

i. A three (3)-unit physics class with one (1) hour of lecture and three (3) hours of lab per week shall be calculated as one (1) online hour of instruction and three (3) hours of face-to-face instruction.

ii. A four (4)-unit biology class with two (2) hours of lecture and five (5) hours of lab per week shall be calculated as two (2) online hours of instruction and five (5) hours of face-to-face

3. Remote – Online synchronous instruction with asynchronous online assignments and interaction outside of the remote/synchronous classroom.

Remote instruction must be done synchronously during the days/times posted in the schedule. Remote courses are considered online classes.

- a. Remote classes taught by unit members may be conducted on campus or remotely (or a combination) using District or their own equipment and facilities. In consultation with the area administrator and the unit member, the VPI will determine the location remote classes will be taught (on campus or remotely, or a combination), except in emergency circumstances where the campus is closed, where remote sections will be taught off campus.

Faculty approved for an offsite remote assignment are responsible for acquiring, maintaining, repairing, and replacing remote work equipment and ensuring that their equipment is in good working order and sufficient to meet the needs of the assignment.

The District is required to reasonably maintain, repair and update necessary District equipment for unit members required to teach remote sections on campus. Necessary equipment for on-campus remote sections includes monitor, keyboard, webcam (or monitor-based camera), microphone and interactive software (i.e., Zoom capability, discipline-specific content as agreed upon by the Department Chair and Vice-President of Instruction or appropriate administrator), and hardware with the capacity to run essential remote class functions.

- b. Unit members must be DE-certified to teach remote classes unless the college is closed due to circumstances beyond its control (natural disaster, epidemics, etc.). Non-DE-certified unit members will be allowed to teach remotely in exigent circumstances at the discretion of the Chief Instructional Officer.
- c. If college equipment or internet fails during an on-campus remote class, the unit member shall immediately notify the Dean or appropriate onsite administrator. The unit member is not responsible to make up on-campus remote classes due to verified District equipment or internet failure without additional compensation.
- d. No filming or recording by the District will be allowed in remote classes without the unit member's written permission, and any recording of the unit member will be destroyed after the semester/session.

- 4. Hy-flex (on-campus synchronous online at the days/times in the published college schedule). Hy-flex courses are defined as courses where the unit member is on campus, in a technologically-enabled classroom which contains synchronous in-person learning and distance learning.

- a. No unit member shall be required to provide their own equipment, internet, or other technical items for hy-flex classes.

- b. Unit members scheduled to teach hy-flex classes are not responsible for college technical failure, lack of internet service, or any other item which is the responsibility of the District to provide and maintain. Should technical failure occur, unit members teaching hy-flex courses are not required to conduct additional class meetings for remote students.
- c. No filming or recording by the District will be allowed in hy-flex classes without the unit member's written permission, and any recording of the unit member will be destroyed after the semester/session.
- d. All hy-flex classrooms will have posted information for unit members on immediate technical assistance from the District so instruction will not be negatively impacted by technical issues.
- e. In circumstances where the college is closed (natural disaster, epidemics, and similar), hy-flex classes may revert to online courses as determined by the Chief Instructional Officer.

5. Correspondence Education:

- a. Correspondence Education means education provided through one or more courses under which the College provides instructional materials, by mail or electronic transmission, including examinations on the materials, to students who are separated from the instructor. Correspondence Education is not online, hybrid, hy-flex or remote instruction, and unit members do not need to be DE-certified to teach Correspondence Education courses. Correspondence Education courses are subject to the same limits as DE classes for full-time faculty load.
- b. Full-time faculty teaching correspondence sections shall complete all work and meetings related to these sections on campus in their assigned office or other campus workspace for the required unit hours of the course (e.g., a three-unit course would equal 3.4 hours on campus per section per week to reach the contact hours required for a 16-week course. Larger unit courses, or courses scheduled for shorter periods [8 weeks for 6.8 hours per week] would add time per week as needed, as any DE course).

B. Training

- 1. The District will provide appropriate technical and instructional support and ~~when feasible, the District will provide appropriate rigorous and substantive training, in line with DE best practices and accreditation recommendations on a regular basis, as reflected in District guidelines and policies, including the most current and approved District Distance Education Plan.~~
- 2. Faculty who have previously offered online/hybrid classes at VVC on or before August 27, 2018, or those who have gained the necessary training and experience on their own via VVC certification, or via an outside certification process are

qualified to teach online/hybrid/remote/hy-flex classes if their training meets VVC Distance Education Certification Guidelines as outlined in the current Academic Senate Policy.

3. Mandatory remote and hy-flex training sessions, not to exceed four (4) hours, shall be offered on a regular basis during the academic year for DE-certified unit members who have not taught remotely or in the hy-flex format before being assigned a remote or hy-flex course. Remote and hy-flex training shall be separate training sessions. This training shall count towards a faculty member's eighteen (18) hours of professional responsibility.

C. Scheduling

1. Classes may be offered online/hybrid in all DE modalities once the Curriculum Committee process has approved them for online delivery. The Chief Instructional Officer or designee shall have the responsibility and authority to determine the scheduling of online/hybrid classes and the assignment of full-time faculty as per the scheduling processes in Articles 21 and 12.
2. When a new online/hybrid DE class is created, the instructor will submit the completed course template to the Distance Education Advisory Committee (DEAC) to insure ensure compliance with Accreditation Guidelines and any other applicable state and federal regulations before the class can be opened for registration.
 - a. Final decisions regarding course readiness will be made by the Office of Instruction with DEAC recommendations. If the Chief Instructional Officer deems the course is not ready to launch, then the unit member will not teach this section in the DE modality until the Chief Instructional Officer recommends implementation in consultation with DEAC.
 - b. The District and Association agree to continue to investigate and negotiate periodic review of all distance education courses once there is a specific and detailed plan in place from the District.
3. Each faculty member will be limited to 60% annual load of distance education, as defined in Article 13.3A above, unless extenuating circumstances as determined by the District create a need to increase the current limit up to a full load. Only the online portion of hybrid courses will count towards the 60% maximum. Each faculty will spend a minimum of 40% of load teaching in person. Additional online distance education classes may be offered hourly.
46. All classes offered online/hybrid in any DE modality as outlined above will utilize the District's online instructional system for primary contact with students.

D. Class Size

1. Online class enrollment will be limited to a maximum of 350 students.

2. Over-enrolled Classes

- a. An overenrolled class is a class that is allowed by the CIO and agreed to by the faculty member to enroll more students than the maximum class size set by Article 13.C.1 above.
- b. Upon first census, the District will calculate the hourly rate for over- enrollment and will prepare a contract using Table 1 below.
- c. Over-enrollment will be compensated at the prevailing hourly or unit of pay rate and will not be counted as load according to Table 1 below.

TABLE 1

<u>Class Size</u>	<u>Percentage of Hourly Rate</u>
<u>31-38-36-43</u>	25%
<u>39-45-44-51</u>	50%
<u>46-52-52-59</u>	75%
<u>53-60-60</u>	100%

- d. Over-enrollment compensation will be posted on the faculty member's pay warrant in a timely manner in accordance with applicable law. Payment is contingent upon the District distributing all required documents to the unit member by the end of the first week of the semester/session, and payroll receiving all required and completed documents timely within the established payroll schedule timelines.

E. Office Hours

Unit members may elect to have online office hours, limited to a maximum of fifty minutes per online distance education class, based on assigned load; correspondence education is not included in online office hours. Due to the specific requirements for correspondence courses and the quick turnaround for instructor-student/student-instructor mediated contact, correspondence office hours will be held in the full-time faculty member's office and will be dedicated solely to correspondence students and work. Correspondence office hours will be 50 (fifty) minutes per correspondence section, and will not appear in full-time faculty syllabi as open to all students, but shall be submitted to the area administrator. Online office hours will be established in accordance with the process found in Article 12. HD. b2 of the Agreement. All office hours, both onsite and online, must be posted with an appropriate hyperlink and available to all students.

F. Proprietary Rights

The District recognizes that the faculty have an intellectual property right in all their online distance education class offerings regardless of modality. Therefore, the District will not require that any faculty member make available to any other faculty member any of their intellectual property for the purpose of creating an online class.

G. OnlineDistance Education Classes as Part of Faculty Evaluation

1. Faculty who teach online distance education classes must identify a peer reviewer(s), (an instructor currently on the VVC online/hybrid/remote/hy-flex certified faculty list) to evaluate their online/hybrid/remote/hy-flex course when they select their online/hybrid /remote/hy-flex course as part of their regular tenure review process.
2. When agreeing to an online/hybrid course peer review, the faculty shall authorize reviewer access, a means for access to the content, and delivery of their online/hybrid/remote/hy-flex classes during the evaluation process if requested by the peer reviewer(s). The faculty member may choose to be present to guide and explain content and pedagogy. The peer reviewer will use the online/hybrid faculty/course evaluation form found in Appendix E-7.
3. The online/hybrid/remote/hy-flex student evaluation form found in Appendix E-8 will be added to the online/hybrid/remote/hy-flex course by the faculty member, or when requested by the Learning Management System Administrator, Chief Instructional Officer, or IT.

ARTICLE 14

ARTICLE 14: NON-INSTRUCTIONAL ASSIGNMENTS

- A. Assignments for librarians, counselors, the placement officer and other non-instructional faculty shall be for 35 hours per week, plus 1.1 hours for professional responsibilities per week per semester (total 18 hours). It is recognized and acknowledged by the Association and the District that some of the hours for "professional responsibilities" for Non-Instructional full-time faculty may be dependent on committee meeting days/times that may result in the 18 hours being distributed in various ways throughout the semester or session.
- B. All full-time non-instructional faculty have a professional responsibility and obligation to the students and the District that extends beyond their 35 hours per week. These responsibilities include: curriculum evaluation and revision, faculty meetings, serving on committees, Student Learning Outcome Assessments /Service Area Outcome Assessments (as applicable for load classes and similar), Program Learning Outcome Assessment (when applicable), and contributing to program review for their discipline. Professional responsibilities may also include attending professional conferences. Unless mutually agreed by the Chief Instructional Officer or designee and the respective faculty member, no full-time non-instructional faculty member shall be assigned more than a total of eighteen (18) hours per semester for the purpose of attending District faculty meetings, serving on participatory governance, Academic Senate, Association or similar committees, search committee(s) (including FER work), probationary tenure committees, peer reviewing for tenured evaluations, task forces, ad hoc committees, student clubs as faculty advisor(s), on-campus professional development, off-campus professional development, advisory groups/committees, DEIA activities, and any other college or department activities that support and enhance their work assignments at Victor Valley College, or any other activity mutually agreed upon by the District and the full-time non-instructional faculty member.

Non-Instructional full-time faculty members will not, unless they have agreed otherwise, be required to work more than 8 hours in one work day, or work six consecutive days a week on campus.

C. Non-instructional load chart (1 hr = .01429)

# HRS/WEEK	SEMESTER LOAD	ANNUAL LOAD
1	0.01429	0.02858
2	0.02858	0.05716
3	0.04287	0.08574
4	0.05716	0.11432
5	0.07145	0.14290
6	0.08574	0.17148
7	0.10003	0.20006
8	0.11432	0.22864
9	0.12861	0.25722
10	0.14290	0.28580
11	0.15719	0.31438
12	0.17148	0.34296
13	0.18577	0.37154
14	0.20006	0.40012
15	0.21435	0.42870
16	0.22864	0.45728
17	0.24293	0.48586
18	0.25722	0.51444
19	0.27151	0.54302
20	0.28580	0.57160
21	0.30009	0.60018
22	0.31438	0.62876
23	0.32867	0.65734
24	0.34296	0.68592
25	0.35725	0.71450
26	0.37154	0.74308
27	0.38583	0.77166
28	0.40012	0.80024
29	0.41441	0.82882
30	0.42870	0.85740
31	0.44299	0.88598
32	0.45728	0.91456
33	0.47157	0.94314
34	0.48586	0.97172
35	0.50000	1.00000

G. Counselors

- Counselors' 35-hour work week will be comprised of Direct Counseling and Professional Counseling Activities**

a. Direct Counseling will be 70% (24.5 hours per week)

- i. Direct Counseling includes direct contact with students (individual and group meetings, responding to VVCounseling.edu e-mails), mandatory department meetings and college meetings required by the immediate supervisor and/or department chair, required training (including, but not limited to, onboarding new Counselors, interns, peer mentors, technology, Guided Pathways), workshops, high school visits, orientations, presentations, field trips and other activities determined essential to Counselor work load.
- ii. Direct Counseling activities that involve travel (e.g., high school visits, meetings, training and similar) will be compensated at the current IRS mileage rate, and travel time will be included in the 35-hour work week.
- iii. Direct Counseling hours are scheduled Monday through Friday and are performed from the Counselor's physical work location.

b. Professional Counseling Activities will be 30% (10.5 hours per week)

- i. Unassigned time includes all other college and/or department activities that are essential to Counselor working conditions and load, and these hours are not tied to a specific location and time and are flexible to meet the needs of the department. Professional Counseling Activities can include, but is not limited to-college initiatives directly related to counselor core duties; transcript evaluations; communication with students, colleagues, staff and university representatives (e.g. via e-mail, meetings); student appointment preparation and follow-up; collaboratively developing consistent office protocols and processes; training, advising and maintenance on technology related to work load; creation and implementation of publications (electronic and paper), including posting on learning management system websites; organizing and implementing annual processes related to Counselor duties and workload (e.g., academic standing processes, transfer application support, Grad Check week, financial aid SAP appeals processes, outreach and activities with high school counselors, etc.); liaison work with admissions and records and financial aid personnel; coordination with outreach, K-12 Bridge counselors and staff.
- ii. Professional Counseling Activities that involve travel (e.g., high school visits, meetings, training and similar) will be compensated at the current IRS mileage rate, and travel time will be included in the 35-hour work week.

H. Librarians 35-hour work week will include the following core duties:

1. Oversight, assessment, operation, and evaluation of library material resources, programs and facilities to provide students with the resources they need for success.
2. Library instruction and assessment.
3. Oversee technologies, systems, platforms, software and electronic resources management.
4. Library collection and resources development.
5. Participate in designing, planning, and implementing regional and statewide library, teaching and learning, and technology policies and initiatives (e.g., DEIAA, ZTC/OER, student equity and achievement).
6. Library advocacy and outreach to on-campus and distance education students, faculty and the VVC campus.
7. Facilitate a safe and welcoming learning environment for students, faculty and VVC campus.
8. Reimbursement for mileage: Librarian Faculty will be paid mileage per District policy if they are required due to schedule assignments and other professional responsibilities as assigned to travel between two (2) or more assigned locations on the same service day and use their own vehicle.

I. Work Experience –The 35-hour work week for Work Experience faculty shall include the following:

1. Coordinating with local employers for student credit for work and employment, including meetings off campus as needed.
2. Visiting the work sites of Work Experience students as needed.
3. Facilitating Work Experience agreements and MOUs between businesses and the District as applicable or directed.
4. Individualized instruction with each student related to their work, experience/employment, including customized learning objectives related to student work experience/employment.
5. Grading student work based on their work experience/employment, time management and communication, and progress/reflection upon individualized and designated student learning objectives.

All travel required for Work Experience full-time faculty shall be held within the 35 hours per week and shall be reimbursed at the current IRS mileage rate.

Any travel conducted by Work Experience faculty with prior approval that falls outside of the 35-hour work week, including weekends and holidays, shall be compensated at 1/175 of the yearly salary as well as IRS mileage reimbursement.

C. Non-instructional Faculty Offices

The intent of the District and the Association is to provide each full-time faculty member with an office which reflects and supports their professional status.

1. Full-time faculty will be provided with an adequate office which is safe, appropriately equipped and physically accessible to all students
2. Where privacy and confidentiality are at issue, space will be available to assure privacy and confidentiality when needed.
3. The District will identify new office space for use by department and will make assignments in collaboration with department full-time faculty to effectively provide services to students.
4. Storage space, outside of full-time faculty offices, will be provided as needed.
5. Emeritus faculty will be provided with an office space to share for the purpose of doing District business.

D. Non-instructional Extra Duty Compensation

Non-instructional full-time faculty shall be paid on a daily rate calculated as follows:

1. Summer Session (any time prior to July 1): Prior year annual salary divided by 175 days.
2. Other Extra Duty: Current year annual salary divided by 175 days.

**ARTICLE 15:
FULL-TIME FACULTY EVALUATIONS**

All timelines in this article are subject to calendar negotiations as outlined in Article 10 of this agreement.

A. Probationary Faculty Evaluations for Tenure

1. Purpose

The intent of the evaluation is to assess the probationary full-time faculty member's performance in carrying out his/her/their duties and responsibilities as a college full-time faculty members. This process will be supportive and will provide effective guidance to the individual being evaluated. Positive accomplishment will be identified, recognized, and encouraged. Aspects of performance needing improvement will be addressed with the intent of specifically identifying any deficiencies and providing specific guidance and assistance in overcoming these deficiencies.

2. Probationary Faculty Evaluation Timelines [See flow chart, Appendix E-1]

- a. Upon the employment of a new full-time faculty member, an evaluation committee will be assembled by the area administrator and the evaluation process will be discussed with the probationary faculty member. This committee will consist of the department chair (or chair designee or discipline expert), threetwo full-time faculty members, and the area administrator. Faculty committee members will be chosen collaboratively by the department chair and faculty member being evaluated. A faculty committee member (also chosen by the person being evaluated) The area administrator will chair the evaluation committee and will be responsible for writing the evaluation summary. Any committee member's input, at his or her/their discretion, may be included and identified as authored by that committee member. Full-time faculty member service on a committee will be voluntary. [See 3) below]

1) Reviewers on the tenure evaluation committee will be chosen by the probationary faculty member being evaluated.

2. At least one A Peer reviewers, and possibly all three, should be tenured VVC full-time faculty in the same or a closely related discipline. One of the three may be a tenured full-time faculty member in the same discipline at another institution. In some instances, it may be appropriate to select one non-academic reviewer who is accomplished in the discipline. For example, a practitioner in a technical field may be able to provide valuable input on the practice of standards and requirements in the field of the full-time faculty member.

[\[Addressed above.\]](#)

23) Full-time faculty service on the committee will be voluntary and will be rendered as representatives of the District. As such, they will be represented and protected by the District in the event of any litigation resulting from the evaluation process.

- b. Within the first month of the first academic year of employment, the evaluation committee will meet with the new full-time faculty member to describe the evaluation procedures and review timelines. If a contract faculty member's service as a probationary employee begins during the spring semester, the faculty member shall be evaluated in that spring semester. However, because their service during that academic year does not count as their first contract year for the purposes of tenure review, they shall receive a first-year evaluation during the following fall semester. All other contract faculty members shall receive their first-year evaluation during the fall semester of the academic year during which they first served as a probationary employee.
[\[Educ. Code § 87605; 87664\(a\).\]](#)
- c. The committee will provide a written summary evaluation to the probationary full-time faculty member and will meet with him/her to provide recommendations and guidance on improvements and teaching skills.
- d. Prior to the final meeting of the semester, the probationary full-time faculty member will submit his/her/their self-evaluation, and the dean-appropriate administrator will provide student evaluations to the evaluation committee.
- e. By the last week of the first semester of employment, the committee will meet with the probationary faculty member to provide an in-depth evaluation of performance and a recommendation regarding tenure, and recommendations and

guidance on improvements and teaching skills, based on each committee member's peer observation. The committee chair will write a **summary evaluation based on peer reviews, as well as a summary of the final first semester** meeting, limited to information discussed and the student and self-evaluations.

- f. The committee will forward its recommendation to the appropriate administrator for action and then to the President for board action.
- g. The probationary evaluation review process will take place each year for the first four years of employment. In the second, third and fourth years the probationary procedures will be identical to the first year.
- h. Full-time probationary faculty shall be provided all copies of evaluation materials, including, but not limited to, aggregated student evaluations, peer observations, etc., no later than the end of the current evaluation cycle.**

3. Evaluation Components

Evaluation components will include the following:

- Full-time Faculty Self-evaluation (See Appendix E-3)
- Student Evaluations (See Appendices E-4, E-5, E-6)
- Peer review as part of the committee summary
- Evaluation Committee Review, **Summary Meeting**, and Administrative Action

a. Full-Time Faculty Self-Evaluation

The primary benefit of completing the self-evaluation is the improvement attained by the conscientious and thoughtful examination of accomplishments, plans, goals, strengths and weaknesses. The individual may include any information and material he/she thinks relevant. Whenever possible, accomplishments should be documented. For example, he/she may include such items as those below or others:

- 1) Improvement of Instruction
 - a) Course revisions
 - b) Improvement in teaching technique and procedure
 - c) Contributions to department and program development.
 - d) Instructional development and improvement efforts, including, participation in developing, assessing, planning, evaluating, maintaining student learning outcomes and, when applicable, program learning outcomes, **and a description of how the unit member uses the results of the**

assessment of learning outcomes to improve teaching and learning. [See ACCJC Standard III(A)(6).]

e) Written evidence of culturally responsive pedagogy that includes commitment to diversity, equity, inclusion, access, and anti-racism and anti-sexism (as those terms are defined by the ASCCC), including the use of language in course syllabi, choice of diverse reading and class materials, interdisciplinary approaches to teaching and learning focusing on the diverse student population.

f) Classroom management in face-to-face and DE classes (if DE certified) reflective of best and inclusive practices.

- 2) Professional Service and Development
 - a) Membership and service to professional organizations
 - b) Participation in workshops and conferences
 - c) Professional presentations and publications, including diversity, equity, inclusion, access, anti-racism, and anti-sexism themed activities.
- 3) Service
 - a) College committees and service, including the activities outlined in Article 12
 - b) Community service relying on professional competence
 - c) Participation in diversity, equity, inclusion, access, anti-racism, and anti-sexism activities, including those connected to the activities outlined in Article 12
- 4) Goals and Plans for the Future

It is the individual full-time faculty member's responsibility to prepare, assemble, and deliver the self-evaluation material to peer reviewers and their dean appropriate administrator.

4) Goals and Plans for the Future

a) How the faculty member plans to contribute to the college and to their department over the next three years

b) Any challenges seen in the future that need to be addressed, and resources needed to meet challenges, including implementing more diverse, equitable and inclusive elements into curriculum, classrooms (virtual and face-to-face), and college service

b. Student Evaluations

By the end of the first semester, the ~~dean~~**appropriate administrator** will provide student evaluations to the evaluation committee. Student evaluations will be conducted using the form approved by the Faculty Association and District and will follow a procedure ensuring student confidentiality.

i. Full-time probationary faculty teaching face-to-face courses will be provided the choice of modality for student evaluations: on paper, or via the college's course management system. Faculty shall notify their respective appropriate administrator within one week of the evaluation cycle commencing if they wish to utilize a paper student evaluation. If no notice is received, it shall be administered via the college course management system.

ii. Full-time probationary faculty teaching DE courses will have their student evaluations distributed electronically via the college's course management system.

iii. In circumstances where the college is forced to work remotely, and this impacts the student evaluation timeline for the probationary full-time faculty member, student evaluations will be distributed electronically via the college's course management system. (Appendices E-4, E-5, E-6)

c. Peer Review and Evaluation (non-tenured)

1) Within the first month of employment, the evaluation committee will meet with the new full-time faculty member to describe the evaluation procedures and review timelines. See flow chart, Appendix E-1.

2) The full-time faculty member will provide the reviewers with requested support material for the evaluation such as class outlines, syllabi, handouts, copies of exams,

publications, educational plans, and/or presentations. These items should be provided after consultation between the reviewers and the evaluatee. The review shall include class visitations and/or online/hybrid course access with the exception of non-~~teaching instructional~~ full-time faculty. Counselors who shall have the choice of one-on-one or group counseling sessions observed; alternatively, a Guidance or similar teaching assignment can be observed.

Librarians, Work Experience faculty and any other non-instructional full-time faculty member shall collaborate with their area administrator and tenure committee on authentic and appropriate peer observations.

- 3) By the end of the first semester of employment, the probationary full-time faculty member will submit his/her/their self-evaluation, and the dean-appropriate administrator will provide student evaluations to the peer review committee. Each committee member shall conduct an observation.
4. After appropriate review and observation, the committee chair will prepare a narrative review to include the following:
 - Current knowledge, understanding and competence in their discipline;
 - Knowledge and application of appropriate teaching techniques;
 - Teaching style appropriate to course and students;
 - Ability to work with fellow faculty in a considerate, cooperative, and ethical manner;
 - Professional development activities; and
 - Professional activities.
- 5) The narrative review shall be submitted to the appropriate administrator to meet necessary timelines. See flow chart, Appendix E-1.

d. Evaluation Committee Review and Administrative Action

- 1) By the last week of the first semester of employment, the evaluation committee will meet with the probationary faculty member to provide an in-depth evaluation of performance and a recommendation regarding tenure. The faculty chairperson will write a summary of the meeting limited to information discussed and the student and self-evaluations.

- 2) The committee will forward its recommendation to the appropriate administrator for action who will then send a recommendation to the Superintendent/President for Board action.

3) Mid-Year Hires

Faculty hired at mid-year will begin the evaluation process in the spring semester.

B. Tenured Full-Time Faculty Evaluations

1. Purpose

The intent of this periodic review for tenured full-time faculty is to recognize, encourage, and support professional accomplishments and growth within their discipline; coordinate full-time faculty effort within the department, division, and college to most effectively address department and college goals; and to provide information, advice, and guidance to individual full-time faculty on direction and effort.

2. Timelines [See flow chart, Appendix E-2]

- a. Each tenured full-time faculty member will be reviewed once every three years. The review process shall be initiated by the area administrator **in by the last working day of** October of the review year and completed by June 10 of that academic year. **If the evaluation process is not initiated by the last working day of October, the tenured faculty member will be evaluated in the Spring semester. The review process shall be initiated by the area administrator by the last working day of March and completed by December 10 of the next academic year, and shall follow the evaluation process as noted in 15.B (e.g., student evaluations in the Spring semester, and final submissions and meetings in Fall semester).**
- b. The full-time faculty member will select one peer reviewer with the agreement of administration. More than one peer reviewer may be selected. If appropriate for the discipline, a representative from business or industry may be included as a peer reviewer.
- c. By the end of the first semester, the area administrator will provide the results of student evaluations to the peer reviewer(s).
- d. The review process must be completed by June 10.
- e. **Full-time tenured faculty shall be provided all copies of evaluation materials, including, but not limited to, aggregate student evaluations, peer observations, etc., no later than the end of the evaluation cycle.**

3. Evaluation Components

- Evaluation components will include the following:
- Full-time Faculty Self-evaluation (See Appendix E-3)
- Student Evaluations (See Appendices E-4, E-5, E-6)
- Peer Review
- Summary Meeting

a. Full-Time Faculty Self-Evaluation (See Appendix E-3)

The primary benefit of completing the self-evaluation is the improvement attained by the conscientious and thoughtful examination of accomplishments, plans, goals, strengths and weaknesses. The individual may include any information and material he/she thinks relevant. Whenever possible, accomplishments should be documented. The self-evaluation shall include, when applicable, information regarding the faculty member's participation in the following:

1) Improvement of Instruction

- a) Course revisions
- b) Improvement of teaching technique and procedure
- c) Contributions to department program development
- d) Development, assessment, evaluation and planning of Student Learning Outcomes
- e) Development, assessment, evaluation and planning of Program Learning Outcomes.

f) Classroom management in face-to-face and DE classes (if DE certified) reflective of best and inclusive practices.

g) Written evidence of culturally responsive pedagogy that includes commitment to diversity, equity, inclusion, access, and anti-racism and anti-sexism (as those terms are defined by the ASCCC), including the use of language in course syllabi, choice of diverse reading and class materials, interdisciplinary approaches to teaching and learning focusing on the diverse student population.

A description of how the unit member uses the results of the assessment of learning outcomes to improve teaching and learning. [See ACCJC Standard III(A)(6).]

2) Professional Service and Development

- a) Membership and service to professional organizations
- b) Participation in workshops and conferences
- c) Professional presentations and publications, including diversity, equity, inclusion, access, anti-racism, and anti-sexism themed activities.

3) Service

- a) College committees and services, as outlined in Article 12
- b) Community service relying on professional competence
- c) Participation in diversity, equity, inclusion, access, anti-racism, and anti-sexism activities, including those connected to the activities outlined in Article 12

4) Goals and Plans for the Future

- a) How the faculty member plans to contribute to the college and to their department over the next three years
- b) Any challenges seen in the future that need to be addressed, and resources needed to meet challenges, including implementing more diverse, equitable and inclusive elements into curriculum, classrooms (virtual and face-to-face), and college service

- 5) _____ It is the individual full-time faculty member's responsibility to prepare, assemble, and deliver the self-evaluation material to peer reviewer and their dean appropriate administrator.

b. Student Evaluations

By the end of the first semester, the dean-appropriate administrator will provide student evaluations to the peer reviewer(s). Student evaluations will be conducted using the form approved by the Faculty Association and District and will follow a procedure ensuring student confidentiality.

- i. Full-time probationary faculty teaching face-to-face courses will be provided the choice of modality for student evaluations: on paper, or via the college's course management system. Faculty shall notify their respective appropriate administrator within one week of the evaluation cycle commencing if they wish to utilize

a paper student evaluation. If no notice is received, it shall be administered via the college course management system.

ii. Full-time faculty teaching DE courses will have their student evaluations distributed electronically via the college's course management system.

iii. In circumstances where the college is forced to work remotely, and this impacts the student evaluation timeline, student evaluations will be distributed electronically via the college's course management system. (Appendices E-3, E-4, E-5)

c. Peer Review

1) Peer Reviewer(s) Selection and Service

a) One full-time faculty peer reviewer will be selected by the full-time faculty member being reviewed with the agreement of administration. More than one peer reviewer may be selected. If appropriate for the discipline, a representative from business and industry may be included as a peer reviewer.

b) Full-time faculty service as a peer reviewers will be voluntary and will be rendered as representatives of the District. As such, they will be represented and protected by the District in the event of any litigation resulting from the evaluation process.

c) The peer reviewer(s) will meet as needed with the full-time faculty member being reviewed to discuss the student and self-evaluations and to discuss the peer evaluation-assessments.

d) Non-instructional faculty observations shall reflect authentic and appropriate peer reviews.

Counselors shall have the choice of one-on-one or group counseling sessions observed; alternatively, a Guidance or similar teaching assignment can be observed.

Librarians, Work Experience faculty and any other non-instructional full-time faculty member shall collaborate with their area administrator and peer reviewer on authentic and appropriate peer observations.

c) Summary Meeting

- a) The peer reviewer(s), full-time faculty member being reviewed and area administrator and/or designee and/or Chief Instructional Officer will meet to discuss the review. **This meeting will provide an opportunity to raise and respond to questions and to give an overview of the evaluation results. This meeting must take place by June 10.**
- b) The administrator in charge will write a summary of the meeting limited to information discussed, and the student and self-evaluations.
- c) The full-time faculty member being evaluated will review the summary and will have the opportunity to suggest revisions and modifications.
- d) When acceptable to both the full-time faculty member being evaluated and the administrator, the completed summary will be signed by both and placed in the full-time faculty member's file with the student and self-evaluations.

ARTICLE 18
VOLUNTARY REASSIGNMENT

The intent of this article is to allow full-time faculty members equal opportunity to apply to newly created or vacant full-time faculty positions and/or non-instructional positions.

- A. Definition of voluntary reassignment: A reassignment is defined as a change from one position to a different position within the bargaining unit.
1. Notice of newly created or vacant full-time faculty position openings: The District shall distribute written notification of position openings, giving specific details of the position(s).
 2. Application process: Full-time faculty members may request a voluntary reassignment by submitting a written application for an open position with the Office of Human Resources within ten-seven (~~107~~) working days of the initial distribution.
 3. Only full-time faculty members meeting the minimum qualifications/equivalency of the position will be considered for reassignment.
 4. Department members may participate in the selection process and are encouraged to provide input to the Area Administrator or designee.
 5. The Area Administrator or designee has the right to request that the position be opened externally.
- B. Definition of non-instructional assignments:
1. **Program Directors**
Departments that contain disciplines which require separate mandated state, federal, or national accreditation shall establish a program director for each discipline requiring accreditation. Program directors shall be assigned by the appropriate administrator following consultation with the appropriate department chairperson, and shall be compensated via the current

hourly rate (Appendix C), or via reassigned time under the guidelines set forth in Article 21.B.2. Reassigned time shall only be available upon approval by the Vice President of Instruction. If required by state and federal agencies or for compliance to accreditation standards, Program Directors shall include, but are not limited to the following positions:

- a. Administration of Justice
- b. Nursing
- c. Emergency Medical
- d. Fire Technology

2. Grant Collaborators

Each non-instructional grant collaborator position shall be identified in a job description which will include the duties and the number of hours required to complete the assignment. Compensation shall be based on the current hourly/unit rate. Faculty involved in grant writing shall have priority for all non-instructional assignments related to the grants on which they have collaborated. In the event that faculty involved in the grant writing procedures decline the non-instructional assignment related to the grant on which they have collaborated, the position will be open to all full-time faculty. Faculty will have ten working days from the day the job is posted to apply via a letter of interest to the appropriate administrator.

23. Facilitators

All non-instructional facilitator positions available for the following academic year, as determined by the Vice President of Instruction or designee, will be provided to the Association by March 15 for review posted prior to the preceding May 1. The Association may submit its recommendations for non-instructional facilitators and the justification or rationale for each by April 1. All facilitator positions will be posted by May 1. Facilitators will assume their responsibilities in the fall for a term of one year.

Each non-instructional facilitator position will be identified in a job description which will include the duties and the number of hours required to complete the assignment as determined by the District.

Full-time faculty applying for any approved facilitator position (instructional or non-instructional) will submit a letter of application detailing their qualifications, goals and other elements in line with the facilitator job descriptions posted by the District. Full-time faculty will have ten working days from the day the job is posted to apply via a letter of interest to the Vice President of Instruction or their posted designee.

Each month, facilitators will provide to the Vice President of Instruction or authorized designee a timesheet of hours completed.

and a report detailing their goals, activities, and challenges for that month. Partial months can be combined with the next or previous month (for example, mid-February for Spring semester can be combined with March; May and June can be combined).

Facilitator positions left unfilled by the last working day of May shall be posted a second time for full-time faculty interest. If no full-time faculty member applies for a facilitator position by the end of the Spring semester, then the District can take other steps to fill the position as permitted by law.

Facilitators will be compensated in four equal installments each semester with ~~a stipend based on the assigned hours multiplied by the current applicable hourly/unit rate (Appendix C) or via~~ reassigned time. Reassigned time shall only be available upon approval by the Vice President of Instruction. Full-time faculty will have ten working days from the day the job is posted to apply via a letter of interest to the appropriate administrator.

For facilitator work in Summer and Winter sessions, current facilitators may request approval for additional hours to complete work, not to exceed 10 hours per week at the full-time faculty member's current hourly rate. A letter from the full-time faculty facilitator detailing the rationale for Summer and Winter facilitator compensation shall be submitted to the Vice President of Instruction no later than mid-May for Summer sessions, and mid-November for Winter sessions. Facilitators who work Summer and Winter sessions will be compensated in two equal installments each session with a stipend based on the assigned hours multiplied by the current applicable hourly/unit rate (Appendix C). No facilitator will be required to work in Winter/Summer sessions.

If required by state and federal agencies or for compliance to accreditation standards the following facilitator positions shall be offered each year:

- a. Curriculum
- b. Distance Education
- c. Program Review
- d. Student Learning Outcomes & Assessment
- e. Articulation Officer**

If required by state and federal agencies or for compliance with the Student Success Initiative, the following facilitator positions shall be offered each year:

- a. Writing Center
- b. Communications Center
- c. Math Lab
- d. Library

The following facilitator positions may be offered at the discretion of the District each year:

- a. Clinical Nursing CNA
- b. Clinical Nursing Medical Assistant
- c. Clinical Nursing
- d. Study Abroad
- e. PACE
- f. Model UN
- g. Paralegal
- h. CAHSEE
- i. Aviation
- j. Restaurant Management
- k. Honors
- l. Off-Site Facilitators
- m. CFIE (Ram) Coaches --Applicants must have successfully completed Ram Coaching as a participant prior to the semester they are applying for Ram Coaching. Number of Ram Coaches is at the discretion of the District.**
- n. Engagement Center -- The number of Engagement Center Facilitators is at the discretion of the District.**

Additional facilitators may be added at the discretion of the District after consultation with the Association **at least two weeks before positions are posted by the District.**

34. Ad Hoc Assignments

Ad hoc, temporary, one-time assignments are at the sole discretion of the District. These assignments will be identified in a job description which will include the duties, hours, and amount of compensation and must be posted. Full-time faculty will have ten working days from the day the job is posted to apply via a letter of interest to the appropriate administrator.

ARTICLE 19
HIRING-SEARCH COMMITTEE ACTIVITIES

- A. **Hiring Search** committee activities, including paper screening, meetings and interviews related to the hiring process, shall be scheduled during the regular contract days (currently 175) whenever practicable and at such times as to minimize interference with classroom instruction and disruption of the educational process.
- B. In the event it is necessary to schedule **hiring-search** committee activities on a non-contract day, full-time faculty members on the committee shall be compensated at the rate of **\$350500** per committee assignment.
- C. Full-time faculty members shall not be compensated for **hiring-search** committee activities conducted on any of the regular contract days; **hHowever, serving on one or more hiring committees during Fall or Spring semester shall count towards their faculty obligations of (18 hours) as outlined in Article 12.**
- D. A full-time faculty member engaging in authorized **hiring-search** committee activities while on extra duty assignment status or teaching summer school shall not be eligible for the compensation provided in paragraph 2 above, unless such activities occur outside his/her scheduled hours.
- E. In order to be eligible for the committee assignment compensation as provided in paragraph 2 and 4 above, a full-time faculty member must fully participate in all **hiring-search** activities, on both contract and non-contract days.
- F. Per Shared Governance, VVCFA shall be given the opportunity to appoint 2 VVCFA members to serve on **hiring-search** committees for dean and higher positions.

ARTICLE 20
SUMMER AND WINTER INSTRUCTIONAL ASSIGNMENTS

All timelines subject to calendar negotiation as per Article 10.

- A. Winter and Summer Selection Procedures
 - 1. Full-time faculty will ~~have the first right of refusal~~ **follow the same process for class assignment in Article 12** for all summer and winter session classes ~~up to a maximum of 0.4 annual load in winter and 0.4 annual load in summer.~~
 - ~~2.~~ Each department chair, in conjunction with the full-time faculty members in their department, will develop a class schedule **using the department's class selection process as per Articles 21 and 12,** which must be approved by the CIO or ~~his/her~~ **their** designee.
 - ~~23.~~ The Office of Instruction will provide each department chair with correct scheduling materials and a scheduling production timeline, **once the yearly calendar is negotiated (Article 10). The Department Chair shall forward the schedule to all unit members within one working day (M-F) of receipt from the Office of Instruction.** The Department Chair in collaboration with the full-time faculty in ~~his/her~~ **their** department shall have twelve (12) working days to compile the

department schedule. Faculty shall choose their assignments during these twelve (12) working days.

34. The Chair shall include full time faculty in the email submission of the schedule to the dean.

45. The department chair will be included in the email when the dean sends the approved schedule to the Office of Instruction. ~~Full-time F~~faculty shall be guaranteed review of any changes to the recommended schedule by the dean and/or the Office of Instruction exercise their first right of refusal when classes are added, deleted, canceled or teaching modalities are changed prior to the inputting of the schedule into the Colleague system, as per Articles 21 and 12

56. If there is a conflict between full-time faculty members for Summer/Winter class selection, the Department Chair will contact each faculty involved and seek a resolution. If the conflict cannot be resolved within the discipline, the Vice-President of Instruction or designee (see Article 20.A.7 below). The seniority list only be used to will resolve the conflicts.

7. — A single faculty rotating seniority list will be developed by the Department Chair for each discipline in his/her department. The list will be based on the District academic seniority list provided by Human Resources. The list will be used for both summer and the winter sessions. The list will be updated yearly by the Department Chair and given to the area administrator by October 1. Example:

<u>Winter & Summer '08</u>	<u>Winter & Summer '09</u>	<u>Winter & Summer '10</u>
<u>Faculty A</u>	<u>Faculty B</u>	<u>Faculty C</u>
<u>Faculty B</u>	<u>Faculty C</u>	<u>Faculty D</u>
<u>Faculty C</u>	<u>Faculty D</u>	<u>Faculty A</u>
<u>Faculty D</u>	<u>Faculty A</u>	<u>Faculty B</u>

The person at the top of the list, after having his/her choice of assignment in both winter and summer of the same calendar year, will move to the bottom of the list on August 30.

87. — All full-time faculty members will be placed on the rotating seniority list in the discipline where the majority of his/her regular contract load resides. When a full-time faculty load is 50/50, the full-time faculty member will select the discipline in which he/she will rotate. Faculty members may choose classes in secondary disciplines only after all other full-time members on the discipline's rotating seniority list have chosen, and before part-time faculty are offered assignments.

[Not necessary. See Art. 20.1 above.]

986. Twelve (12) days after the department chair sends his/her their email; (see 20.A.3 above), the Department Chair will submit the schedule of classes, with full-time faculty names inserted, to the CIO or designee with a copy to the assigned faculty member(s).

~~10. In the event a class is cancelled prior to the start of the session, any full-time faculty member, in current seniority order, may bump a part-time faculty member. A full-time faculty member may not bump another full-time faculty member. If additional classes are not available to the person at the top of the seniority list, that person will still rotate to the bottom of the discipline seniority list.~~

B. Winter and Summer Session Compensation

~~1.~~ Faculty may teach a maximum of 0.4 annual load in the winter and 0.4 annual load* in the summer session. Additional classes may be taught with the written permission of the CIO. However, only 0.4 load may be taught for the 0.66 or 66% rate based on the faculty member's placement on the salary schedule the prior semester. The 0.4 annual load* at 0.66 or 66% may be split between the winter and summer sessions or taught in its entirety in winter or summer. Assignments exceeding the 0.4 load at the 0.66 or 66% salary rate will be paid at the unit member's current hourly rate, which may require load splitting.

ARTICLE 21: DEPARTMENTS

All timelines subject to calendar negotiation as per Article 10.

A. Department Organization

1. For instruction, a department is an organizational unit defined by one or more discipline TOP Codes. The chief instructional officer may establish, modify, or eliminate new departments/programs in consultation with the VVC Academic Senate and the Association, ~~and n~~New departments/programs will automatically be placed on the department list (Article 21.J.) as a new department. Any other changes or deletions to the current department list will be negotiated with the ~~a~~Association.

*Example for Lecture Load: 0.1 equals 3 units; 0.2 equals 6 units; 0.3 equals 9 units; 0.4 equals 12 units

[Footnote to Article 21.]

2. Department chairs will report to the dean or other first-level administrator responsible for the department.
3. A full-time faculty unit member who teaches in more than one department is a member of all the departments in which he or she they teaches and is responsible for maintaining high standards of competency and professional service, which shall be evaluated through the full-time faculty evaluation process as outlined in Article 15.
4. Faculty Unit members on special assignment other than as identified in Articles 8 and 18 will not belong to a department and will report directly to the appropriate manager, e.g. director of a grant administrator in charge of the assignment.

B. Program Directors

1. _____ Departments that contain disciplines which require separate mandated state, federal, or national accreditation shall establish a program director for each discipline requiring accreditation. Program directors shall be assigned by the appropriate administrator following consultation with the appropriate department chairperson.

2. _____ A program director shall receive a stipend based on 54 hours @ the current applicable hourly rate per semester set forth in Appendix C (or 20% [0.20 FTEF] reassigned time based on annual load if approved by the Vice President of Instruction). It is possible for a program

director to also serve as a department chair. Due to overlapping responsibilities in cases where the program director is also the department chair, the amount of the stipend per semester will be based on 27 hours @ the current applicable hourly rate set forth in Appendix C for program director duties (or 10% [0.10 FTEF] reassigned time based on annual load if approved by the Vice President of Instruction) and 100% of the applicable stipend for department chair duties (or reassigned time based on annual load if approved by the Vice President of Instruction) set forth in Article 21(G)(1) below.

3. The program director will report directly to the dean or other first level administrator responsible for the department. The program director and department chair shall share information and work together in reporting to the manager.
[Moved to separate Article.]

C. Department Chair Election (Single Discipline Departments)

1. Department chairpersons will be selected by all full-time members of the department and will serve a two-year term, commencing June 15 the first day of the Summer session. Beginning Spring 2024, there will be no a limit to the number of two consecutive two-year terms a department chair may be elected and serve, unless there is no interest in the position. Department chairs who have served two consecutive terms can run again two years after their last service, unless there is no interest from full-time faculty in the department. The incumbent of T this position shall be a full-time faculty member, tenured when feasible. In the case of one-person departments, the unit member shall serve as department chair on a continual basis. If the unit member declines the chair position, then the provisions in Article 21.D.4 shall apply.
2. The current department chair shall send out an announcement no later than March 15 that the position is up for election, and shall solicit nominations from interested full-time members of the department. The area dean and Association president shall be included in this announcement. All correspondence regarding nominations for the position shall include the area dean and Association president, and the current department chair shall respond, in writing, to all nominees. By the last working day in March, at 5 p.m., if there no interest from full-time faculty in the department, the current department chair can continue to serve if desired. If not, the provisions outlined in this article shall apply for a new department chair.
3. If the department chair position is vacated prior to the end of their term, an election for an interim department chair shall be held within 30 days (within the 175-day academic calendar) of the announcement of the vacancy, following all of the procedural steps below for election. The interim department chair shall serve the remainder of the term of office of the department chair replaced, and the interim chair is eligible for their own two consecutive terms if elected.
43. A full-time, faculty member will vote only in the department where the majority of his/her their regular contract load resides. When a full-time faculty assignment is 50/50, the full-time faculty member will select in which department he/she they will vote. Associate (part-time) instructors will not be voting members, nor will F full-time faculty members teaching on an hourly or overload basis in another department will not be voting members.
54. All full-time, faculty members (including temporary full-time faculty) assigned to a department shall have the right to vote. The method of voting shall be determined by a consensus of the members in the department. The department shall keep a record of the method of voting and the election results for two years (until the next election). The Chief Instructional Officer's office shall be provided a copy of the results.

- 65.** In the event that there is no consensus regarding a voting method, voting shall be by written, secret ballot (written proxy votes are accepted) done via the Association's secure voting system, and following the Association's election process. All ballots shall list the names of the candidates via CTA's alphabetical order found in the elections manual for that year in lottery order, and shall provide a space for a "write-in" candidate. Tabulation shall be presided over by an officer of the association and an administrator if requested by a member of the department.
- 76.** Elections will be held by April 1 (or the first working day in April) and the department chair shall take office on June 15 the first day of the Summer session.
- 87.** The presiding department chair or program director is considered a voting member. Ties will be broken by lot.
- 98.** In the event of no interest resulting in no chair being elected, the department will be given 10 days to resolve the situation, i.e., elect a chair. Failure for the department to elect a chair will result in the CIO or CSSO moving the department under another department with a department chair until department members can reach agreement area dean temporarily taking over the department chair duties unless a temporary chair is elected. In the following semester, the department shall reconvene and repeat the nomination and election process outlined in Article 21.B above.
- Appropriate pay will be granted to the department chair after the departments have been merged for 10 or more days.
- 109.** The results of the election shall be forwarded to the immediate supervisor, who will forward the results to the chief instructional officer or chief student services officer.

CD. Department Chair Elections (Multiple Discipline Departments)

Intent: Disciplines with one, or few, full-time faculty are at a disadvantage when they are combined into a department with disciplines with larger numbers of faculty. In the interest of fairness, both the district and the ~~a~~Association believe that all disciplines in a department deserve an equal voice, as well as an opportunity to serve as department chair.

1. The department chair term shall be two years. At the end of the two-year term, election of a new department chair from another discipline shall be conducted, as per the process outlined in Article 21.B above. If there is no interest from other disciplines, the current department chair can run again, and if there are multiple full-time faculty interested, the election shall be conducted as per Article 21.B. Beginning in the spring of 2012, eEach multiple discipline department will create an alphabetical discipline rotation list. Every two years the discipline at the top of the list will rotate to the bottom.
2. At the start of each election cycle only faculty from the discipline at the top of the rotation list are eligible to run for department chair. Members of the department may elect a department chair from the slate of candidates from the discipline at the top of the rotation list by consensus or per the process outlined in Article 21.C.5-7 above.
- ~~3.~~ In cases where the discipline has only one full-time faculty member, that faculty member will automatically become the department chair, unless he or she they does not wish to serve. If there is no department chair, then the process outlined in Article 21.B.8 will apply. When no member of the discipline at the top of the discipline rotation list wishes to serve as department

chair, that discipline will rotate to the bottom of the discipline rotation list and the faculty in the next discipline will be given the opportunity to serve.

- 34.** In the event there is no interest from any discipline in the department, resulting in no chair being elected, the department will be given 10 days to resolve the situation, i.e., elect a chair. Failure for the department to elect a chair will result in the ~~CIO or CSSO moving the department under another department with a department chair until department members can reach agreement~~ area dean temporarily taking over the department chair duties unless a temporary chair is elected for the remainder of the term. In the following semester, the department shall reconvene and repeat the nomination and election process outlined in Article 21.B above. ~~Appropriate pay will be granted to the department chair after the departments have been merged for 10 or more days.~~

- 45.** If the department chair position is vacated prior to the end of the term, an election for an interim department chair shall be held within 30 days (within the 175-day academic calendar) of the announcement of the vacancy, following all of the procedural steps outlined in ~~21.CD.2~~ above for election. The interim department chair shall serve the remainder of the term of office of the department chair replaced, and the interim chair is eligible for their own two consecutive terms if elected.

- 56.** A full-time faculty member will vote only in the discipline where the majority of his/her regular contract load resides. When a full-time faculty assignment is 50/50, the full-time faculty member will select in which discipline he/she will vote. ~~Associate (part-time) F~~full-time faculty members teaching on an hourly or overload basis in another department will not be voting members.

The results of the election shall be forwarded to the immediate supervisor, who will forward the results to the chief instructional officer or chief student services officer.

E. Resignation or Removal of a Department Chair ~~or Program Director~~

1. The department chair, ~~or program director~~, may resign at any time. ~~His/her~~ Their written resignation shall be submitted to the immediate supervisor no less than fifteen (15) working days prior to the effective date of resignation, whenever practical.
2. Any time after having served one (1) full semester as department chair ~~or program director~~, 50% of the voting faculty members of the department or program may petition for a new election. Every effort will be made to elect a new chair from the same discipline, if this is not possible, the discipline department chair rotation process will be used.
3. The new election petition shall be presented to the ~~a~~Association president and the immediate supervisor of the department chair ~~or program director~~, who will jointly conduct a new election within ten (10) working days of receipt of the petition.
- 4. The Superintendent/President may remove a department chair from their assignment as chair for one of the following reasons:**
 - a. Any of the formal causes for discipline specified in Education Code Section 87732 or 87735, provided the chair has been given written notice of the reason supporting the removal and an opportunity to respond.**
 - b. Unsatisfactory service as department chair as reflected in two evaluations of the chair's performance within two consecutive department chair election cycle terms**

of service conducted pursuant to Article 21.J. The Association has the right to review all Department Chair evaluations with consent of the affected employee.

c. A majority vote of the faculty in the department who completed the evaluation in that capacity conducted pursuant to Article 21.J.

d. If a department chair is removed any time outside of the contractual department chair election cycle they will be given an assignment if needed to complete their load. In such circumstances, a temporary chair shall be elected by the department in line with the process in Article 21. C-D upon removal of the current department chair by the Superintendent/President. The temporary chair may be elected as permanent chair as applicable as per Article 21.C-D.

F. Absence of the Department Chair or Program Director

1. If the department chair or program director is expected to be absent for more than fifteen (15) consecutive working days, but less than one (1) semester due to illness, leave of absence, or any other reason, a temporary interim department chair or program director shall be elected to replace the department chair or program director until the originally elected department chair or program director can resume his/her their duties using the election procedures in Article 21.B section 1 or Article 21.C, sections 3, 4, 6, 7 and 8.
2. If the department chair or program director is expected to be absent for more than one (1) semester due to illness, leave of absence, sabbatical leave, or any other reason, the position will be considered vacant and an election to replace the department chair or program director for the remainder of his/her their term shall occur using the election procedures in Article 21.B section 1 or Article 21.C, sections 3, 4, 6, 7 and 8.

G. Temporary Chairs

When a department with only one full-time faculty member does not have a chair due to retirement, no interest by current department members, or other unplanned or unforeseen circumstances, the district may:

1. Offer a chair of another department a temporary chair position in the department with the vacancy.
2. If no other chair is willing to accept this assignment, the district may offer a temporary chair position to a full-time faculty member in a reasonably like comparable department/discipline, in the same school/division.
3. If no chairs and no full-time faculty members are willing to accept this assignment, the chair duties for the department will be assigned to the division dean.
4. If no chairs, no full-time faculty, and no adjunct faculty are willing to serve as temporary chair of the department with the vacancy, the chair duties for the department will be assigned to the division dean.
5. Temporary Department Chair Duties: Temporary chairs will fulfill all of the duties outlined in Article 21: Departments, with the exception of program review and SLO development. In instances where the department is slated for program review and the temporary chair is not qualified to write program review for that discipline, the district will seek an adjunct faculty in the discipline to complete the program review. Temporary chairs may voluntarily

complete all, or/any portion of, chair summer and/or winter extra duty days in the discipline in which they are temporarily assigned, but shall not be obligated to do so.

- 56.** Temporary Department Chair Compensation: Temporary department chairs will be compensated per the compensation chart in Article 21, with the reassigned time or stipend allotted to that department as calculated based on the FTEFs in the department.

H. Compensation

1. Department chairs will be compensated based the FTEF count in the department the previous academic school year. The calculation of a full-time equivalent faculty (FTEF) member does not include reassigned time. See chart below:

Department FTEF	<u>Stipend or</u> <u>Reassigned time</u>	Extra Duty Days/year*
1.0- 6.0	20% <u>(\$3,510)</u>	8
6.1- 12.0	30% <u>(\$5,265)</u>	8
12.1-18.0	40% <u>(\$7,020)</u>	10
18.1-24.0	50% <u>(\$8,775)</u>	10
24.1-30.0	60% <u>(\$10,530)</u>	12
Greater than 31	70% <u>(\$12,285)</u>	12

* See below

** Chairs shall have a choice between the stipend or reassigned time.

*** Based on the amount of instructional reassigned time converted to the average hourly rate of \$65 rounded up to the nearest \$5.00.

2. Extra Duty days will be mandatory, however chairs may choose which days they will be on campus with approval of the area dean (6 hours per day) in either winter and/or summer from the academic calendar for the next academic school year, before June 1 no later than the 15th week of the Spring semester of the previous academic school year for summer and December 15 no later than the 15th week of Fall semester for winter. Extra duty days can be scheduled from the week between Spring and Summer session through the last week before Fall semester begins for Summer session (including evenings and Fridays), and from the first day of Winter session to the final week of Winter session (through Saturdays if Saturday classes are offered). In circumstances where the college is closed due to natural disaster, epidemics or similar situations, scheduled extra duty days will automatically be virtual.
3. Outside of Winter/Summer extra-duty days, chairs are not obligated to perform department chair duties or be required to respond to District e-mails or phone calls. During Winter and Summer outside of the Winter/Summer extra-duty days, the area Dean or designee will perform department chair duties.
4. If department chairs are directed in writing to complete department work outside of their scheduled extra duty days (Winter/Summer), they can log and submit those hours to their dean and deduct those hours from extra duty days in a subsequent term. No department

chair shall be required to work beyond their scheduled extra duty days for Winter/Summer sessions.

5. Chairs will be paid 1/175 of their regular base pay per day. Compensation will be made in four installments on February 1, March 1, August 1 and September 1 based on days worked outside the regular academic calendar prior to that pay period. No department shall be greater than 43 FTEF unless approved by the vice president of Instruction and the president of the AA Association.

I. Duties and Responsibilities

1. The department chair ~~or program director~~, under the supervision of a dean or first-level administrator, is responsible for providing leadership on behalf of the department to the district. While the department chair ~~or program director~~ is a faculty member and does not have the authority to supervise, evaluate, or discipline other faculty, the department chair ~~or program director~~ does have the responsibility to carry out policies and procedures formulated by the district, department, or program and ~~give direction to coordinate with~~ classified personnel within the department. Additionally, the department chair ~~or program director~~ is responsible to report unresolved problems or violations of the district to the appropriate manager.
2. Meetings: Department chairs will hold meetings with their department faculty as necessary at least once per 16-week semester to meet the needs of the districtdepartment. These meetings shall be scheduled at times all full-time faculty can attend (including evenings and weekends if all in the department agree) whenever possible. Department meetings can be in person or virtually, or a combination, so all full-time faculty have the opportunity to attend, and notification shall be sent out no later than one week before the meeting with a copy to the Dean.

In addition, department chairs will attend campus-wide department chair meetings as necessary to meet the needs of the college. The District shall publish a schedule of campus-wide department chair meetings in summer for Fall semesters, and in winter for Spring semesters, and these meetings shall be held at a consistent day and time. Cancellation of department chair meetings, whenever possible, shall be done at least 24 hours in advance. Department chair meetings may be in person, virtual, or a combination to best meet the needs of department chairs or their designees. Notification for Division meetings with the dean/area administrator shall be provided one week in advance of the meeting to department chairs. The District shall provide a sub in cases where a department chair has a schedule conflict or cannot meet virtually, and no leave shall be deducted from the department chair for attending department chair meetings.

3. Curriculum and Course Offerings: Under the leadership of the department chair, disciplines within a department shall provide a balanced program of courses which meet the requirements of Victor Valley College students. Disciplines shall evaluate their offerings, courses of study, and shall make such changes to improve instruction as are within the limits of their authority.

The department chair ~~or program director~~ shall:

- a. Coordinate with discipline faculty to facilitate curriculum development, review, and revision in accordance with established college procedures and state guidelines.
- b. Present Facilitate new or revised curriculum or programs as requested by area discipline(s) within his/her their department to the Curriculum Committee or send an appropriate designee.

- c. The department chair shall coordinate and collaborate with discipline faculty to facilitate SLO development and complete SLO assessments. This collaboration includes preparation of a SLO assessment calendar; distribution of SLO information, and SLO forms for uploading information into a central location to be determined by the District, and SLO rubrics and/or criteria for success.

When applicable, chairs shall also provide the same departmental leadership and information to discipline faculty regarding PLOs.

Chairs shall also incorporate SLO and PLO planning and evaluation into discussions at regular department meetings as described in Article 21 (H).2 and shall take appropriate actions to improve curricula and programs based on those discussions.

- d. The chair shall may supply adjunct part-time faculty with discipline SLO and, when applicable, PLO information and forms, or refer part-time faculty to the dean for these items. However, adjunct faculty participation and SLO and PLO assessment assignments are at the discretion of the dean and in accordance with the adjunct agreement and/or MOU with the district.
- e. In multi-discipline departments (more than one TOP Code), the chair is only responsible for duties outlined in Article 21.HI.3.c, and d. in the discipline in which he/she they has have the majority of his/her their teaching load.

4. Scheduling

- a. The department chairperson or program director shall, after consulting with full-time faculty in his/her their area, recommend to the dean or first level manager course offerings to include times, days, room location, method of instruction, and staffing needs that fulfill program and student learning needs while meeting state regulations and appropriate accreditation guidelines that have been forwarded to his/her them by each discipline in the department.
- b. If requested by discipline faculty, the department chairperson or program director shall submit book orders to the bookstore. The scheduling process as described in Article 12 shall apply to all full-time faculty, including the department chair.
- c. The department chairperson or program director shall may be a resource for his/her their supervisor in the recruitment of part-time (associate/adjunct) faculty to teach classes.
- d. The department chairperson or program director shall consult with the dean or appropriate manager, as well as the faculty in the discipline affected, regarding adding or canceling classes after the class schedule is published and before census.
- e. The department chairperson or program director may assist the dean or appropriate manager in notifying instructors and students of room changes or of course cancellations.

5. Planning and Accreditation

- a. The department chair or program director shall provide leadership and consult with discipline and/or program faculty regarding information and when writing program

review and master planning documents. The department chair will be responsible for coordinating and facilitating completion writing of program review and master planning documents.

All program review and master planning documents, along with supporting data used in writing these documents, shall be available and accessible to department chairs a minimum of two months before these are due.

- b. Any unit member in the department (including unit members teaching in multiple departments) can assist and contribute to writing the department's program review (Article 12). All full-time faculty in the department will be provided a copy of the program review, and must be allowed to have the opportunity to approve the Program Review before it can be submitted. Unit members will have one calendar week to comment, request changes, and/or approve their department's final submission. If the simple majority of the department rejects the final version of the program review, the department chair, in consultation with the dean, shall schedule a meeting to discuss revisions, inclusions and deletions unit members request. The final version of the department's program review/annual update will be emailed to all department members before it is formally submitted.

In multi-discipline departments (more than one TOP Code), the chair is only responsible for completion of facilitating program review in the discipline in which his/her has the majority of his/her teaching load.

- c. The program director is the primary contact/author for the development of the Self Study report(s) to the appropriate discipline accreditation agency(ies).

6. Budget

The department chair or program director shall develop and recommend to the appropriate manager/administrator the department or program budget and initiate and recommend the purchase of equipment or materials in accordance with Program Review guidelines and AP 6200.

7. Responsibility to Students

- a. The department chair or program director shall attempt to mediate and resolve student-faculty complaints at an informal level in line with the college's published student complaint process (see Article 41), except those involving sexual harassment or discrimination which shall be referred immediately to the Office of Human Resources.
- b. The department chair or program director shall provide advisory services to students regarding departmental offerings, the major and the minor, comparable courses in senior institutions, and other professional matters for which he/she is professionally trained and responsible.

8. Department or Program Representation: The department chair or program director shall attend appropriate meetings, e.g. department chair meetings, as per 21.1.2. If the chair is unable to attend any campus-wide chair meetings, he/she they may send a designee from his/her their department.

- a. The department chair or program director shall perform chair or director duties as indicated in Article 21.(B).(2) and 21.(G).(1) above based upon the amount of reassigned time.

- ~~b.~~ ~~As applicable, t~~The department chair ~~or program director~~ shall complete appropriate department forms, e.g. equipment purchases and forward them to the immediate supervisor.
- ~~bc.~~ The department chair ~~or program director~~ shall communicate any facilities or equipment needs to the immediate supervisor.
9. Department chairs ~~and/or program directors~~ shall observe a strict code of professional ethics in their relationship with all Victor Valley College personnel.
10. Staffing
- a. The department chair ~~of the hiring committee~~ or program director, and/or the discipline faculty by request, shall participate in the recruitment and recommendation for hire of full-time and part-time faculty.
- b. The department chair ~~or program director~~ shall provide assistance, mentoring, and ~~department~~ orientation to new full-time ~~and part-time faculty~~ members, once official notification is provided to the department chair, including college e-mail address.
- c. The department chair ~~or program director~~, or their ~~departmental~~ designee ~~shall~~ may attend the ~~adjunct part-time~~ faculty orientation meetings when they are held within the 175-day academic calendar, or when they are part of chosen extra duty days.
- d. The department chair ~~or program director~~ may assist in the evaluation of part-time and full-time faculty ~~each semester if requested by the faculty member or area administrator.~~
- e. When a department chair ~~or program director agrees to~~ assists in the evaluation of part-time faculty in their department (observations only), the full-time faculty member will be fully protected by the district under California Government Codes Section 815-818.9 and 825-825.6. Faculty shall be compensated at their current hourly rate, not to exceed two (2) hours per evaluation, for each part-time faculty evaluations completed in a semester, including evaluations of online, hybrid, correspondence, hy-flex and CCAP. All part-time faculty evaluations must be completed outside of the department chair's classes and other contractual commitments.
- ~~f.~~ If the department chair cannot participate in part-time faculty evaluations, then unit members in the department may assist in the evaluation of part-time faculty, compensated at their current hourly rate, not to exceed two (2) hours per evaluation, including evaluations of online, hybrid, correspondence, hy-flex and CCAP, for each part-time faculty evaluation completed. Any part-time faculty evaluations must be completed outside of the unit member's classes and other contractual commitments. The full-time faculty member will be fully protected by the district under California Government Codes Section 815-818.9 and 825-825.6.
- The department chair or program director may provide an oral summary of the performance of classified working under the direction of the department chair or program director to the dean when appropriate. Classified staff will not be factored as part of the FTEF in the department.

11. The department chair or program director shall maintain accurate and appropriate records for the department and/or program, e.g., records reported to the state or accrediting agency, unless those duties are under administrative purview, or are part of the assigned duties of the faculty program director.

J. **Formative Evaluation of Department Chairs/Program Directors**

1. Intent

Recognizing that the evaluation of department chairs/program directors is an academic and professional matter the intent of the district and the Association is to evaluate department chairs annually The annual evaluation of department chairs is for the purpose of helping them to become more effective leaders by providing appropriate guidance and support.

2. Procedure for Department Chair/Program Director Evaluation

- a. The annual evaluation of the department chairs and program directors shall be initiated by the area administrator in February-March and completed by March-April 30 of each year of their term. Department chairs shall be notified two weeks before the evaluation is distributed to the department. The evaluation is a formative ancillary evaluation and is not part of the formal faculty evaluation process. However, tThe evaluation and will be placed in the department chair's or program director's personnel file.
- b. The department and/or program full-time faculty and part-time faculty in the department shall anonymously complete the appropriate department chair or program director evaluation form. (Appendix G-1) The completed form shall be distributed, collected, and tabulated by the dean/area administrator's office Office of Human Resources. The department chair shall be sent a copy of the notification sent to faculty in their department.
[Note: the current tentatively approved Department Chair Formative Evaluation Form (App. G-1) will be limited to unit members of VVCFA/CTA. Part-time faculty shall use the Department Chair evaluation form in the AFT Part-Time CBA.]
- c. Using information from the survey evaluation forms (Article 21.H.2.b) and his/her experience with the chair, etc., the immediate supervisor shall complete a formative performance evaluation report (Appendix G-2) on the department chair or program director. The tabulated results of the survey evaluation (Article 21.H.2.b) will be provided to the chair, along with the dean's area administrator's formative performance summary.
- d. A department chair or program director who receives an overall unsatisfactory evaluation summary by the supervisor shall be provided with recommendations indicating what he/she they needs to do to improve his/her their performance. The department chair may submit a response to this formative evaluation, which will be submitted to the dean and vice president of instruction; this document can provide context, resources lacking which prevented the department chair from conducting their duties effectively or any other materials related to the results of the formative evaluation. A follow-up meeting, consisting of the department chair and dean, shall occur before the end of the spring semester to discuss the

formative evaluation. Should improvement be indicated, a follow-up meeting with the department chair and appropriate manager will be scheduled at the conclusion of the ensuing fall semester.

- e. None of the **preceding** department chair **assessment evaluation** documents **may be placed in the personnel file**, nor **may** any of the conclusions drawn from the above process impact the evaluation of the department chair as a faculty member.
- f. **Upon the completion of the department chair's or program director's service as chair/program director, all** written material relating to the evaluations will **be destroyed in the presence of the chair. No materials will** be retained by the district **for the purpose of documenting performance as department chair.**

K. Department List

Department	Discipline(s)
Administration of Justice	AJ
Agriculture & Natural resources	AGNR
Anthropology	ANTH
Art/Photo/Commercial Art	ART CART PHOT
Automotive	AUTO
Aviation	AVA
Biology	BIOL
Basic Skills	BSKL
Business	BADM BRE ECON
Business Education Technology	BET
Child Development	CHDV
Communication Studies	CMST JOUR
Construction Technology	CT CTMF CTMT CTPW
Cooperative Education	COOP
Computer Information Systems	CIS
Emergency Services	EMS
Engineering Department	ANIM ARCH ASTR ELCT ENGD PHYS
English	ENGL
English as a Second Language	ESL AENG ACOM
Fire Technology	FIRE
Foreign Language	ASL FREN SPAN

Geography	GEOG
Guidance	GUID DVST
History	HIST
Mathematics	MATH
Music	AMUS MUSC
Nursing/Allied Health	ALDH NURS
PE/Kinesiology	ADPE APE KIN KIND HLTH

Philosophy/Religious Studies	PHIL RLST
Physical Sciences	CHEM GEOL OCEA PSCI
Political Science/Paralegal	PAL POLS
Psychology	PSYC
Respiratory Therapy	RSPT
Restaurant Management (Culinary Arts)	RMGT
Sociology	SOC
Theater Arts	TA
Welding	WELD
Library/Learning Resources & Education and Education Technology	LIB EDUC/ETEC

Beginning Summer 2024, the Departments shall be as follows:

Department Discipline(s)	Department Discipline(s)
<u>Administration of Criminal Justice</u>	<u>AJ</u>
Agriculture & Natural resources	AGNR
<u>Anthropology</u>	<u>ANTH</u>
Art/Photo/Commercial Art	<u>ANIM</u> ART CART PHOT
Athletics	ATHL
Automotive	AUTO
Aviation	AVA
Biology	BIOL
<u>Basic Skills</u>	<u>BSKL</u>
Business <u>and Law</u>	BADM <u>BET</u> BRE ECON <u>ENTR</u> <u>PAL</u> <u>PADM</u>
<u>Business Education Technology</u>	<u>BET</u>
Child Development <u>and Education</u>	CHDV <u>EDUC</u> <u>ETEC</u>
Communication Studies	CMST JOUR
Construction Technology	CT CTMF CTMT CTPW

<u>Cooperative Education</u>	<u>COOP</u>
Computer Information Systems	CIS
<u>Criminal Justice</u>	<u>CJ</u>
Emergency Services	EMS
Engineering Department	<u>ARCH</u> <u>ASTR</u> <u>ELCT</u> ENGD PHYS
English	ENGL
<u>English as a Second Language</u>	<u>ESL</u> <u>AENG</u>
<u>Fire Technology</u>	<u>FIRE</u>
<u>Foreign Language</u>	<u>ASL</u> <u>FREN</u> <u>SPAN</u>
<u>Geography</u>	<u>GEOG</u>
Guidance	<u>DVST</u> GUID
<u>History</u>	<u>HIST</u>
<u>Humanities</u>	<u>ANTH</u> <u>GEOG</u> <u>HIST</u> <u>PHIL</u> <u>RLST</u>
Mathematics	MATH
Music <u>and Theater Arts</u>	AMUS MUSC <u>TA</u>
Nursing/Allied Health	ALDH NURS
PE/Kinesiology	ADPE APE KIN KIND HLTH
<u>Philosophy/Religious Studies</u>	<u>PHIL</u> <u>RLST</u>
Physical Sciences	<u>ASTR</u> CHEM GEOL OCEA PSCI
<u>Political Science/Paralegal</u>	<u>PAL</u> <u>POLS</u>
Psychology	PSYC
Respiratory Therapy	RSPT
Restaurant Management (Culinary Arts)	RMGT
<u>Social Sciences Sociology</u>	<u>ETHN</u> <u>GLST</u>

	<u>POLS</u> <u>SOC</u>
<u>Theater Arts</u>	<u>TA</u>
Welding	WELD
<u>World Languages</u>	<u>ASL</u> <u>FREN</u> <u>SPAN</u>
<u>Work Experience</u>	<u>WEXP</u>
Library/Learning Resources <u>& Education</u> <u>and Education Technology</u>	LIB <u>EDUC/ETEC</u>

ARTICLE 22 ENVIRONMENTAL HEALTH AND SAFETY COMMITTEE

- A. The District shall maintain an Environmental Health and Safety Committee, which will be in compliance with AP 1201, in addition to the specific participatory governance Environmental Health and Safety Committee charge as outlined by College Council.
- B. A minimum of two VVCFA members shall be entitled to participate in an equal number as other constituents serve on this committee.
- C. The VVCFA President, in consultation with VVCFA Executive Officers, will appoint members to serve on this committee.
- D. The District acknowledges its obligation to comply with all applicable state and local health and safety laws and regulations at all unit member work locations that are under the District's control.
 1. Any unit member shall alert the District to unsafe, hazardous or unsanitary work spaces, including, but not limited to, faculty offices, classrooms, labs, and other public and private areas at all campus locations. The District must correct any unsafe conditions within a reasonable period of time. Alternative offices and classrooms, commensurate with the affected areas, will be provided by the District until the unsafe working conditions are corrected. If no on-campus space is available, then the District may contract with outside entities (such as in CTE courses) to provide a safe working environment for unit members. Any delay, disruption or cancellation of classes due to safety issues verified by the District or other outside agencies shall not result in any financial loss to unit members (including leave), nor will unit members be obligated to work beyond their contractual duties as specified within the academic calendar without additional compensation as provided for in Article 10.E.
 2. Any unit member and/or VVCFA can notify state and federal agencies of unsafe, hazardous or unsanitary campus spaces. No punitive measures shall be taken against any unit member and/or VVCFA for notifying

outside agencies before or after the District is notified of unsafe conditions.

Unit members shall follow established policies and procedures for addressing issues with students and community members. The District will investigate and take action to resolve all reported complaints in a timely manner. Threats incidents of violence should also be reported to the appropriate law enforcement.

Unit members who are threatened by community members (including, but not limited to, parents, spouses, guardians or family members of students) in any communication or in person shall report threats to campus police and can obtain a restraining order against community members via campus police.

3. The District will provide training for unit members on CalOSHA and other applicable industry regulations and standards within the unit member's program as required by law. Training shall be completed during the 175-day calendar.
4. Unit members have the right to file incident reports on students as outlined in Board Policies, Administrative Procedures, and the Student Code of Conduct.
5. Students who are minors (under 18) shall be identified in class rosters.

APPENDIX H
ARTICLE 22

SAFETY AND SECURITY COMMITTEE

1. Membership

a. The Committee shall consist of three (3) unit Association members, one (1) administrator, and two (2) classified employees.

1) Appointment of committee members shall be made in the following manner:

a) CTA president appoints three unit members VVCFA

a) CTA Association president appoints three unit Association members

b) Administration appoints one administrator

c) Administration appoints two classified employees

2. Business Procedures

A. General

1) All meetings shall be open to unit members, students and management personnel.

2) Written minutes shall be kept of all action taken by the committee, and committee reports shall be sent to the Association for inclusion in Association meetings.

- 3) The committee shall determine the procedure for the presentations, unit member/student/management issues and comments to be made before it.
- 4) A quorum shall consist of four (4) members.
- 5) A chairperson shall be elected from the committee membership yearly; the chairperson can serve up to three consecutive terms if there is no interest from other committee members.
- 6) Each committee member shall have one vote.
- 7) It is recommended that the committee meet not less than once every three (3) months during the academic year, and as needed outside of the academic calendar (e.g., Winter and/or Summer sessions).

3. Recommendations

- A. The committee's recommendations shall be directly submitted to the Superintendent/President of the college.

**ARTICLE 26:
ILLNESS LEAVE**

- A. Definition: An illness leave is granted to a full-time faculty member who is unable to work due to personal illness, injury, or quarantine.
- B. Accrual of Leave: Each full-time faculty member shall be entitled to one (1) day's illness leave for each month's service rendered during the fiscal year, plus any amount not taken in previous years. Full-time faculty members on voluntary reduced workload shall accrue illness leave on a pro-rata basis.
- C. Compensation and Illness-Leave Charge:
1. For each contract day of absence, full-time faculty shall receive their regular daily salary and have a day charged against their accumulated illness-leave account. For partial days of absence, the charge to illness-leave shall be in the ratio of that day's assignment to the hours absent.
 2. A full-time faculty member who is absent beyond his/her accumulated leave shall be paid a sum 50% of the daily rate of pay for each day of absence for a period of up to five school months including the accumulated sick leave period (Education Code 87786).
 3. The daily rate will be determined by dividing the annual contract salary by the number of working days required in the annual contract.
- D. Report Procedure
- Full-time faculty shall notify the District in advance as soon as possible if they anticipate being absent due to illness so that a substitute can be arranged. (See Appendix J-1.)** Report of illness shall be made ~~when possible,~~ to the appropriate administrator's office **within a reasonable time after the absence.** (See Appendix J-~~21~~)
- E. Certification Requirements
- Prior to approving any request for paid leave, the District may require the full-time faculty member to submit a doctor's statement, personal affidavit or other documentation as a verification of the legitimacy of the leave application.

F. Notification of Return

The full-time faculty member shall notify the appropriate administrator of his/her impending return to duty in ample time to inform the substitute of his/her release from temporary assignment.

G. Physical Examination

In the event of absence due to illness for a period of over two (2) weeks, the employee shall furnish a statement from a physician certifying his or her fitness to resume duty. The District may require that the full-time faculty member be examined by the school physician, in which case the opinion of the school physician will be official.

H. Accumulated Illness Leave

Accumulated illness leave shall be transferred to other districts within California according to provisions of Education Code Section 87782.

**ARTICLE 29
PERSONAL NECESSITY LEAVE OF ABSENCE**

Full-time faculty may use not more than six (6) days of accumulated sick illness leave in any academic year in the following cases of personal emergency:

- A. Death of a member of his/her immediate family. Immediate family includes spouse, mother, father, grandfather, grandmother, son, daughter, son-in-law, daughter-in-law, grandson, granddaughter, brother, sister, or a person who has resided in the household of the employee for two or more years. This is in addition to Article 35, Bereavement Leave.
- B. Accident involving his/her person or property or the person or property of his/her immediate family.
- C. Appearance of a full-time faculty member in court as a litigant; other than a defendant in a job-related case.
- D. Serious or critical illness of a member of the immediate family.
- E. Other personal emergencies as reported to the Area Administrator.

Notification for personal necessity leave shall be made to the Area Administrator in advance when appropriate practicable, or as soon thereafter as possible.
(Appendix J-2) **[Note: App. J-2 will be modified.]**

ARTICLE 30 PARENTAL LEAVE

A. Authority

Power to grant leaves of absence for pregnancies and parental leave is vested with the Governing Board, per Education Code Sections 87780.1, 87766 and 87784.5.

B. Definition

Required absence from duty because of pregnancy, childbirth, and/or recovery there from, foster placement and adoption.

C. Leave Request

The full-time faculty member shall submit a written request for leave to the area administrator and Vice President of Human Resources, said request to include a medical statement from the employee's physician where appropriate, setting forth the minimum leave requirements. (Appendix J-2)

D. Length of Leave

~~The length of leave shall be the same as for any other temporary disability.~~ Except in the case of disability, unit members shall be entitled to use up to twelve (12) workweeks of paid illness leave within a twelve (12) month period.

E. Compensation

Compensation shall be treated in the same manner as for other temporary disabilities ~~illness leaves~~. If the unit member exhausts accrued illness leave before the full 12-week period has elapsed, the unit member shall receive no less than 50% of their regular salary for the remainder of the 12-week period.

ARTICLE 31 PERSONAL LEAVE

Definition: A personal leave is a leave granted to a full-time faculty member for personal reasons (matrimony, urgent business affairs, family illness, religious holiday observance, attendance at non-school connected affairs, etc.).

A. Length of Leave

Maximum leave is six (6) working days. Leave may be extended upon approval of the Board of Trustees. These days may be charged to ~~sick illness~~ leave.
[J-2 will be modified to reflect a space for college business.]

B. Notification

Notification for a personal leave shall be made in writing to the Area Administrator in advance. (Appendix J-2)

ARTICLE 33 SABBATICAL LEAVE FOR FULL-TIME FACULTY

A. Definition

A sabbatical leave, not to exceed one year, is a leave granted to a full-time faculty member for formal study, independent study or educational travel.

B. Granting of Leave

Sabbatical leaves may be granted provided the leave appears to be of benefit to the District and students and provided qualified substitutes are available when required.

C. Length of Leave

Sabbatical leave may be granted for one semester or two consecutive semesters **during the academic year.**

D. Eligibility

To be eligible, a full-time faculty member must have completed six (6) years of consecutive full-time service in the District immediately preceding the commencement of the leave. Only one such leave will be granted in each 6-year period.

E. Number on Leave

The percentage of full-time faculty members on sabbatical leave at any one time may not exceed two percent (2%) of the total full-time faculty, rounded to the nearest whole number. Therefore, no more than two (2) persons from the full-time faculty may be on sabbatical leave at any one time. When the number of full-time faculty exceeds 125, three (3) persons may be on sabbatical leave. When the number of full-time faculty exceeds 175, a maximum of four (4) full-time faculty may be on sabbatical leave, and so forth.

F. Compensation and Benefits

Full-time faculty granted sabbatical leave shall be entitled to all current District fringe benefits plus retirement contributions on the ratio of salary actually received by the full-time faculty members, except as noted in section 2 below.

1. A full-time faculty member on sabbatical leave for two (2) semesters shall receive 80% of the salary he/she would have received on regular, full-time duty in the District. Full-time faculty on sabbatical leave for one (1) semester shall receive 100% of the salary in the District. If the sabbatical-leave full-time faculty member receives funds from any grant or earnings from any outside source, such funding and earnings shall be reported by the full-time faculty member in writing to the District and fully offset against the full-time faculty member's salary. Full-time faculty may elect to receive no compensation during the sabbatical leave, **and must notify the District, in writing, of their intent not to receive compensation during the period of their sabbatical no later than 30 days before the sabbatical begins.**
2. Exceptions
 - a. Fringe Benefits

If the granted dollar amount for health and welfare benefits under Article 9A, is not adequate to pay for the full-time faculty member's (and covered dependents, if applicable) medical coverage, the District will pick up this additional expense, not to exceed the maximum dollar

amount of District contribution toward such health and welfare benefits.

b. Retirement

Retirement service credit lost due to sabbatical leave may be recovered by full-time faculty through the normal STRS buy-back procedures. The entire cost, full-time faculty member and employers percentage, of this buy-back will be the responsibility of the full-time faculty member.

G. Request for Sabbatical Leave

Request in writing shall be made using the Sabbatical Leave Request form (Appendix L) through the Office of the Superintendent/President at least one full semester prior to the actual semester(s) requested for leave.

H. Basis for Recommendation to the Superintendent/President

All applications shall be evaluated on the basis of benefits to the District and students by the Sabbatical-Leave Committee. The four-person committee shall consist of: (1) the Chair of the Academic Development Committee and/or designee, (2) the Association President and/or designee, (3) the Chief Instructional Officer and/or designee and (4) another administrator.

I. Bond and Service to the District

Any full-time faculty member who is granted a sabbatical leave shall agree in writing to file a bond with the District, which shall enable the District to reclaim any remuneration granted the full-time faculty member while on leave in the event the full-time faculty member does not return to the District. Further, the full-time faculty member shall render a period of service in the employ of the Governing Board of the District following return from the sabbatical leave which is equal to twice the period of the leave. The full-time faculty member shall be reinstated in the position held before the leave, unless otherwise agreed.

J. Salary Schedule

A full-time faculty member returning to the District from sabbatical leave shall receive credit for the year of the sabbatical leave toward step advancement on the academic salary schedule.

K. **Faculty Professional Service During Sabbatical**

With the written approval of the Vice President of Instruction or administrative designee, a full-time faculty member can continue to serve on official college committees during the sabbatical leave.

K. Final Report

The day the full-time faculty member returns from sabbatical leave, a report must be filed with the Board of Trustees through the superintendent/president's office. The sabbatical report must be typewritten, 1500 words or more in length, with primary emphasis placed on the significance of the experiences to his/her employment as an educator and to the application of the educational

growth to his/her regular assignment.

ARTICLE 35
BEREAVEMENT LEAVE: LEAVE OF ABSENCE DUE TO DEATH IN THE IMMEDIATE FAMILY (Education Code Section 87788, Government Code Section 12945.7)

A. Definition of Immediate Family

Immediate family includes spouse, mother, father, grandmother, grandfather, son, daughter, son-in-law, daughter-in-law, grandson, granddaughter, brother, sister, or a person who has resided in the household of the full-time faculty member for two (2) or more years.

B. Length of Leave

Full-time faculty members shall be entitled to a maximum of four (4) days paid leave per year due to the death of an immediate family member. Bargaining unit members may take an unpaid day or use sick leave or other accrued paid leaves, or unpaid leave, to extend the bereavement leave to five (5) days.

Full-time faculty members shall be entitled Bereavement leave may be extended to a maximum of five (5) ~~six (6)~~ paid days per year if when out-of-state travel is necessary or travel beyond a 300-mile radius, and six (6) days when travel is beyond a 1,000-mile radius.

Faculty members need not take these days consecutively but must use them within three months of the date of the death of the family member. (Govt. Code §§ 12945.7(b)-(c).

C. Compensation

The full-time faculty member shall receive full pay while on bereavement leave.

~~D.~~ Notification

Notification for bereavement leave shall be made in advance to the Area Administrator when practicable, or as soon thereafter as possible. (Appendix J-2)

D. Verification

Within thirty (30) days of a request by the District, the bargaining unit member may be required to provide documentation of the death of the immediate family member. Documentation includes death certificate, a published obituary, or written certification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or government agency.
[Govt. Code § 12945.7(f).]

[.....]

ARTICLE 36
College Business Leave

If a unit member is directed or approved in advance to conduct college business which requires attendance at conferences, plenaries, workshops or

other professional activities related to their contractual obligations, no leave days shall be deducted. "College business" includes, but is not limited to, discipline/program-related meetings, conferences, department chair meetings conflicting with the unit member's contractual obligations (e.g., teaching, assigned duties, etc.), training related to contractual obligations, and any other activity related to the unit member's duties. Form J-3 shall be submitted by the unit member if attendance at the activities above require absence from the classroom or other duties.

ARTICLE 38: MEET AND NEGOTIATE

A. Each year the District and the Association agree to negotiate ~~salary and health and welfare benefits articles, two one other issues non-economic article~~ selected by each party (maximum of ~~four two~~ issues) and any mutually agreed upon issues. The procedures for such negotiations shall be governed by Article 39, Renegotiation.

ARTICLE 40: TERM

This Agreement shall remain in full force and effect from July 1, 20~~22~~19 through June 30, 202~~5~~2 as negotiated.

ARTICLE **:
FACULTY PROGRAM DIRECTORS

All timelines subject to calendar negotiation as per Article 10.

A. The chief instructional officer may establish new programs in consultation with the VVC Academic Senate and the Association.

B. Faculty Program Directors

- 1. Departments that contain disciplines which require separate mandated state, federal, or national accreditation shall establish a faculty program director for each discipline requiring accreditation. Faculty program directors shall be offered the appointment of faculty program director by the appropriate area administrator following consultation with the appropriate department chairperson.
2. Once appointed by the District, a faculty program director shall receive .20 FTEF reassigned time based on annual load. It is possible for a faculty program director to also serve as a department chair. Due to overlapping responsibilities in cases where the faculty program director is also the department chair, the amount of the reassigned time will be .10 FTEF based on annual load and 100% of the applicable reassigned time for department chair duties set forth in Article 21.
3. The faculty program director will report directly to the dean or other first level administrator responsible for the department. The faculty program director and department chair shall share information and work together in reporting to the manager.

C. Resignation or Removal of a Faculty Program Director

- 1. The faculty program director may resign at any time. Their written resignation shall be submitted to the immediate supervisor no less than fifteen (15) working days prior to the effective date of resignation, whenever practical.

2. The Superintendent/President may remove a faculty program director from their assignment for the failure or refusal to perform the normal and reasonable duties, or for any of the formal causes for discipline specified in Education Code Section 87732, provided the director has been given written notice of the reason supporting the removal and an opportunity to respond.

D. Absence of the Faculty Program Director

1. If the faculty program director is expected to be absent for more than fifteen (15) consecutive working days, but less than one (1) semester due to illness, leave of absence, or any other reason, a temporary faculty program director shall be appointed by the area administrator in consultation with the department chair to temporarily replace the faculty program director until the originally elected faculty program director can resume their duties.
2. If the faculty program director is expected to be absent for more than one (1) semester due to illness, leave of absence, sabbatical leave, or any other reason, the position will be considered vacant and the process of a permanent appointment to the position shall follow Article **.B to permanently replace the faculty program director.

E. Duties and Responsibilities

1. The faculty program director, under the supervision of a dean or first-level administrator, is responsible for providing leadership on behalf of the department to the district in collaboration with the department chair (where applicable). While the faculty program director is a faculty member and does not have the authority to supervise, evaluate, or discipline other faculty, the faculty program director does have the responsibility to carry out policies and procedures formulated by the district or program and coordinate with classified personnel within the department. Additionally, the program director is responsible to report unresolved problems, violations of the district's policies or procedures, or violation of any federal, state and accrediting agency regulations or laws (as applicable to the program) to the Vice-President of Instruction.
2. The faculty program director shall:
 - a. Coordinate with the department chair and discipline faculty to facilitate curriculum development, review, and revision in accordance with established college procedures, federal and state guidelines, and any accrediting agency's requirements.
 - b. Collaborate with the department chair to facilitate new or revised programs as requested by discipline(s) within their department to the Curriculum Committee.

3. Scheduling

- a. The faculty program director shall assist the department chair as needed in recommending course offerings to include times, days, room location, method of instruction, and staffing needs that fulfill program and student learning needs while meeting federal and state regulations and appropriate accreditation guidelines that have been forwarded to them.
- b. The scheduling process as described in Article 12 shall apply to all full-time faculty, including the department chair and faculty program director.
- c. The faculty program director may be a resource for their faculty and assist department chairs as needed.
- d. In collaboration with the department chair, the faculty program director shall consult with the dean or appropriate manager, as well as the faculty in the discipline affected, regarding adding or canceling classes after the class schedule is published and before census.
- e. The faculty program director shall upon request assist the department chair and the dean or appropriate manager in notifying instructors of course cancellations.

4. Planning and Accreditation

- a. In collaboration with the department chair, the faculty program director shall provide leadership and consult with program faculty when writing program review and master planning documents.
- b. The faculty program director is the primary contact/author for the development of the Self Study report(s) to the appropriate discipline accreditation agency(ies).

5. Budget

In collaboration with the department chair, the faculty program director shall develop and recommend to the appropriate administrator the department or program budget and initiate and recommend the purchase of equipment or materials in accordance with Program Review guidelines and AP 6200. Recommendations for purchases made with external funding shall be made by the faculty program director, in collaboration with the department chair, to ensure all federal, state and accreditation requirements are met.

- 6. Program Representation: The faculty program director shall attend appropriate meetings as needed, and may be an alternate at department chair meetings if the department chair cannot attend.

- a. As applicable, the *faculty* program director, in collaboration with the department chair, shall complete appropriate department forms, e.g. equipment purchases and forward them to the immediate supervisor.
 - b. In collaboration with the department chair, the faculty program director shall communicate any facilities or equipment needs to the immediate supervisor.
- 7. Faculty Program directors shall observe a strict code of professional ethics in their relationship with all Victor Valley College personnel.
- 8. Staffing
 - a. The faculty program director shall provide assistance, mentoring, and orientation to new full-time and part-time members in areas related to safety, federal, state and accreditation requirements as applicable.
 - b. The faculty program director may attend the part-time faculty orientation meetings when they are held within the 175-day academic calendar.
 - c. The faculty program director may assist in the evaluation of part-time and full-time faculty.
 - d. When a faculty program director assists in the evaluation of part-time faculty in their department (observations only), the full-time faculty member will be fully protected by the district under California Government Codes Section 815-818.9 and 825-825.6, and shall be compensated at their current hourly rate, not to exceed four hours, for every part-time faculty evaluation completed. Any part-time faculty evaluations must be completed outside of the faculty program director's classes and other contractual commitments.
- 9. In collaboration with the department chair, the faculty program director shall maintain accurate and appropriate records for the department and/or program, e.g., records reported to the state or accrediting agency, unless those duties are under administrative purview.

**TENTATIVE AGREEMENT
December 7, 2023**

Victor Valley Community College District

**Faculty-Based
FORMATIVE EVALUATION OF DEPARTMENT CHAIR**

NAME of Chair: _____ **DATE** _____

Please use a No. 2 Pencil to mark the answers to questions 1-30 on the SCANTRON SHEET provided.

4A=Excellent 3B=Satisfactory 2C=Needs Improvement 1D=Unsatisfactory NAE=Does Not Apply

Questions for Department Chair Response Document Responsibilities and Duties Evaluations. Does the Chair:

- ☐ 1. Holds department meetings as necessary **to meet the needs of the faculty in the department.**
- ☐ 2. Involves other members of the department in matters concerning budgets, schedules, development and topics discussed in the **District's** department chair meetings.
- ☐ 3. Keeps faculty (full time and **associates part-time**) informed about department procedures and recommendations.
- ☐ 4. **Recommends faculty teaching assignments that respond to student needs.**
- 5. Shares information obtained from book publishers.**
- 6. Informs department of conference announcements that he/she receives.**
- 7. Seeks input from other members of the department on department-related issues and tasks.**
- 8. Reports department recommendations in the area of staffing needs and staffing selection.**
- ☐ **59. Provides new hires with an orientation of the department and is available to new hires when invited by the District to participate.**
- ☐ **610. Provides faculty (associates/adjuncts) with access to course outlines for courses currently offered by the department.**
- 11. Facilitates associates flex orientation meetings.**
- 12. Develops with department members a two-year plan of study.**
- ☐ **713. Coordinates the development of course outlines as required.**
- ☐ **814. Meets deadlines related to budgets, schedules, inventories, and book orders and other tasks directly related to contractual obligations.**
- ☐ **915. Supports the goals of the department as stated in Educational Master Plan.**
- ☐ **106. Department chair is available responsive to faculty needs and questions.**
- ☐ **9107. Attempts to resolve conflicts between students and instructors if possible.**

- ☐ ~~118~~. Listens actively and objectively for better understanding.
- ☐ ~~129~~. Maintains productive working relationship with faculty, administration and staff.
- ☐ ~~1320~~. Handles conflict and confrontation in a professional manner in the performance of their contractual duties as department chair.
- ~~21. Copes with change in a professional manner.~~
- ☐ ~~1422~~. Offers constructive and effective feedback to others in discussions regarding department business as outlined in the contract.
- ☐ ~~1523~~. Represents the department in a positive and professional manner.
- ☐ ~~1624~~. Promotes teamwork and collaboration within the department.
- ☐ ~~1725~~. Promotes more creative and out-of-the-box thinking in discussions regarding department business as outlined in the contract.
- ~~26. The chair informs the department members of college activities.~~
- ~~27. Promotes the professional growth of associate faculty.~~
- ☐ ~~1828~~. Shares department concerns and suggestions to appropriate dean area administrator.
- ☐ ~~1929~~. Maintains files for the department ~~to include including, but not limited to, book orders, minutes for~~ department meeting agendas/notes/minutes and ~~department chair meetings and class outlines, schedules,~~ budgets, etc.
- ☐ ~~230~~. Fulfills the overall duties of the department chair as outlined in the contract.

☐ TOTAL

☐ SCORE (Total Score / 20 questions)

Comments

~~Strengths~~Commend: _____

~~Weaknesses~~Suggest: _____

~~Suggestions:~~_____

FORMATIVE ADMINISTRATIVE PERFORMANCE **EVALUATION**
AND SUMMARY OF DEPARTMENT CHAIR

Department chair _____

Date _____

Evaluator _____

I. Administrator Evaluation

~~Summary Administrative evaluation~~ of department chair's performance and (includes summary of results of Formative Evaluation of Department Chair, ability to meet deadlines, accuracy of information provided to the dean perform the following contractual duties of a department chair as per Article 21, etc.):

4=Excellent 3=Satisfactory 2=Needs Improvement 1=Unsatisfactory NA=Does Not Apply

- ☐ 1. Provides leadership on behalf of the department to the district, in carrying out policies and procedures formulated by the district, department, or program, and reports unresolved problems or violations of the district to the appropriate manager. (Leadership (Art. 21.I.1))

Comments:

- ☐ 2. Holds meetings with their department faculty at least once per 16-week semester to meet the needs of the department. (Meetings (Art. 21.I.2))

Comments:

- ☐ 3. Attends campus-wide department chair meetings, and represents the department as necessary to meet the needs of the college. (Meetings (Art. 21.I.2/.8))

Comments:

- ☐ 4. Provides a balanced program of courses which meet the requirements of Victor Valley College students, and coordinates with discipline faculty to facilitate curriculum development, new and revised curriculum or programs, review, and revision in accordance with established college procedures and state guidelines,

as requested by disciplines within their department to the Curriculum Committee. (Curriculum (Art. 21.I.3))

Comments:

- ☐ 5. Coordinates and collaborates with discipline faculty to facilitate SLO development and complete SLO assessments, and provides departmental leadership and information to discipline faculty regarding PLOs. Incorporates SLO and PLO planning and evaluation into discussions at regular department meetings as described in Article 21 (H).2. (Curriculum (Art. 21.I.3))

Comments:

- ☐ 6. Consults with full-time faculty in their area and recommends to the dean course offerings to include times, days, room location, method of instruction, and staffing needs that fulfill program and student learning needs. (Scheduling (Art. 21.I.4))

Comments:

- ☐ 7. Meets state regulations and appropriate accreditation guidelines. (Scheduling (Art. 21.I.4))

Comments:

- ☐ 8. Is a resource for the supervisor in the recruitment of part-time faculty, and participates in the recruitment and recommendation for hire of full-time and part-time faculty . (Scheduling /Staffing(Art. 21.I.4/10))

Comments:

- ☐ 9. Consults with the dean or appropriate manager, as well as the faculty in the discipline affected, regarding adding or canceling classes after the class schedule is published and before census. (Scheduling (Art. 21.I.4))

Comments:

- ☐ 10. Provides leadership and consult with discipline and/or program faculty when writing program review and master planning documents. (Planning and Accreditation, and writes program review and master planning documents. (Planning and Accreditation. (Art. 21.I.5))

Comments:

- ☐ 11. Develops and recommends to the appropriate administrator the department or program budget and initiate and recommend the purchase of equipment or materials in accordance with Program Review guidelines and AP 6200. (Budget (Art. 21.I.6))

Comments:

- ☐ 12. Attempts to mediate and resolve student-faculty complaints in line with the college's published student complaint process (see Article 41), except those involving sexual harassment or discrimination which shall be referred immediately to the Office of Human Resources. (Responsibility to Students (Art. 21.I.7))

Comments:

- ☐ 13. Completes appropriate department forms, and communicates any facilities or equipment needs to the immediate supervisor (Department Representation (Art. 21.I.8))

Comments:

- ☐ 14. Observes a strict code of professional ethics in their relationship with all Victor Valley College personnel. (Professional Ethics (Art. 21.I.9))

Comments:

- ☐ 15. Provides assistance, mentoring, and department orientation to new full-time and part-time faculty members (Staffing (Art. 21.I.10))

Comments:

- ☐ 16. Maintains accurate and appropriate records for the department and/or program (Art. 21.I.11)

Comments:

☐ TOTAL

☐ **SCORE (Total Score / 16 questions)**

Comments

Commend: _____

Suggest: _____

II. Summary of Faculty Evaluation (Art. 21.J.2.b):

Summary of department chair's performance (includes summary of results of *Evaluation of Department Chair*, ability to meet deadlines, accuracy of information provided to the dean perform the following contractual duties of a department chair as per Article 21, etc.):

III. Totals

☐ **FACULTY-BASED SCORE OF DEPARTMENT CHAIR**

☐ **ADMINISTRATIVE SCORE**

☐ **OVERALL TOTAL (AVERAGE OF ADMINISTRATIVE AND FACULTY-BASED SCORE)**

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