



Victor Valley College
AGREEMENT

between

Victor Valley Community College District

and

Victor Valley College Faculty Association

California Teachers Association

Chapter 1169

CCA/NEA

July 1, 2015 – June 30, 2018
(Revised effective November 2017)

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This is an agreement entered into July 1, 2015, by and between the Victor Valley College Board of Trustees (hereinafter referred to as the District) and the Victor Valley College CCA/CTA/NEA Chapter #1169 (hereinafter referred to as the Association).

ARTICLE 1: RECOGNITION

The District recognizes the Association (CCA/CTA/NEA Chapter #1169) as the exclusive representative for all full-time faculty.

ARTICLE 2: DISTRICT RIGHTS

It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. Some examples of those duties and powers are the exclusive right to: determine its organization, direct the work of its employees; determine the time and hours of operation of the physical plant, determine the kinds and levels of services to be provided, and the methods and means of providing them; establish policies, goals and objectives; determine staffing patterns, determine the number and kinds of personnel required; maintain the efficiency of district operations; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work; and take action on any matter relating to the continued legal operation of the college in the event of an emergency. In addition, the Board retains the right to hire, classify, assign, evaluate, promote, suspend, terminate, and discipline employees.

The exercise of the foregoing powers, rights, authority, duties and responsibilities, by the District; the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this agreement; and then only to the extent such specific and express terms are in conformance with the law. (Education Code 70902)

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 Rodda 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.

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 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 distribution and the identification of the organization together with a designated authorization by the Association President.
 - 2. A copy of such postings or distributions must be delivered to the Superintendent/President or designee at the same time as postings or 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 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.

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. 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.

- C. 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 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.
- D. 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.

No member of this committee shall have been involved with the gathering, handling, or filing of the information in question.

The decision of the committee may be appealed to the Board of Trustees by either party.

- E. A full-time faculty member shall have the right to place in the file such material as he/she determines may have bearing on his position as a full-time faculty member.
- F. Upon mutual consent of the full-time faculty member and the Superintendent/President, negative or derogatory material in a full-time faculty member's personnel file shall be destroyed.

ARTICLE 6: DISCIPLINE

The statutory guarantees contained in the Education Code applicable to the disciplining of Victor Valley College District full-time faculty are incorporated into this Agreement and shall apply to regular and contract faculty.

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

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 faculty 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 faculty 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 faculty members of the group. When such a class grievance is declared, the resolution (relief sought) shall be applicable to all affected full-time faculty 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 or 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 adjust 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 (5) 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, 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 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 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.

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 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 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 so that the procedure may be exhausted prior to the end of the academic year or as soon as practicable.

ARTICLE 8: COMPENSATION

Effective July 1, 2017 each cell of the full-time salary schedule shall be increased by 1.3%.

See Appendix C for salary schedule.

For all full-time faculty members employed prior to January 1, 2015, the hourly compensation rate shall be increased by \$1.00.

<u>Class</u>	<u>Hourly Credit Pay</u>	<u>Unit of Pay</u>
Class I, II and III	\$61	\$1098
Class IV	\$63	\$1134
Class V	\$66	\$1188

Faculty members employed on or after January 1, 2015 shall be paid according to the Hourly Credit Pay rate set forth in Appendix C. This schedule shall be increased by \$1.00.

After the Faculty member receives tenure, they will be paid according to the schedule below.

	<u>CLASS I</u>	<u>CLASS II</u>	<u>CLASS III</u>	<u>CLASS IV</u>	<u>CLASS V</u>
<u>Hourly Rate</u>	\$58	\$59	\$61	\$63	\$65
<u>Unit of Pay Credit Courses</u>	\$1044	\$1062	\$1098	\$1134	\$1170

- 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**

- * 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.

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. Middle State Association of College & Secondary Schools (MSA)
 - b. New England Association of College & Secondary Schools (NE)
 - c. North Central Association of College & Secondary Schools (NC)
 - d. Northwest Association of Secondary & Higher Schools (NW)
 - e. Southern Association of College and Schools (SA)
 - f. 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.

D. Summer and Winter Session Instructional Compensation

Starting January 1, 2018 compensation shall be increased to .66 or 66%.

Effective Summer Session 2017 faculty employed prior to January 1, 2015 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.

Summer and winter session salary for faculty members employed after January 1, 2015 shall be calculated according to the procedures in Article 20.

E. 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.

F. Bargaining Unit Reassigned Time

Reassigned time equivalent to 1.4 FTEF (full-time equivalent faculty) shall be granted annually to the union for the accomplishment of union business, to include negotiations. The reassigned time shall be given to the union as a block of time to be distributed by the union. (See Article 8.J)

G. 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)

H. 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.

I. 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 for proctoring, or grading, or proctoring and grading each Credit by Exam test.

J. Faculty Senate Reassigned Time

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

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.
- B. Effective for the health benefits period beginning July 1, 2013, full-time faculty will have a choice of two (2) HMOs and one PPO.
- C. The above benefits will be pro-rated for full-time faculty members with less than a full-time contract at the ratio of their contract to a full-time contract. This section does not apply to retired, full-time faculty members.
- D. Any changes (eg. 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.
- E. The college-wide benefits committee will include a minimum of 3 faculty appointed by the VVCFA president.
- F. 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.
- G. Retirement Benefits

Retirement 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 the 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. An offer of a part-time contract (20% of a full load) will be made to retirees for four (4) semesters 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 evaluation beginning in year two, 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 9A above for the unit member and/or his/her spouse to obtain alternative benefits.
4. Retirement Incentive (see Appendix I)

H. 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 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).
2. "Academic year" is defined as that period between the first day of fall semester and the last day of the following spring semester. (CEC 87661d).
3. 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.

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.
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. 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 and the District. The parties shall make every reasonable effort to complete this process by the first Monday of December.

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.

ARTICLE 11: FULL-TIME FACULTY TITLES

Full-time faculty titles will be determined by years of service at Victor Valley College.

<u>Faculty Title</u>	<u>Service at Victor Valley College</u>
Instructor/Counselor/Librarian	Years 1 through 4
Assistant Professor	Years 5 through 7
Associate Professor	Years 8 through 10
Professor	Years 11 onward

ARTICLE 12: FULL-TIME INSTRUCTIONAL ASSIGNMENTS

A. Instructor Assignments

An hour of instruction is defined in the Student Attendance Accounting Manual. 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). 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 committees.

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 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. 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.
5. Irregular Loads and Load Balancing
 - a. 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 12.8 which will be paid hourly) in the semester they occur.
 - b. 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.
 - c. 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, an additional class may be assigned by mutual agreement between the faculty member and the district.
6. 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.
7. Unit of Pay Contracts
 - a. When preparing load sheets and unit of pay contracts, lecture classes will be counted toward contractual load first, and then lab classes.
 - b. Unit of Pay contracts will be available for faculty to sign before the start of the semester or session.

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

9. Scheduling of Fall and Spring Classes and the Assignment of Faculty
 - a. 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 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.
 - b. Each department chair, in conjunction with the full-time faculty members in their department, will develop a class schedule which must be approved by the CIO or his/her designee.
 - c. The Office of Instruction will provide each department chair with correct scheduling materials and a scheduling production time line. The Department Chair in collaboration with the full-time faculty in his/her department shall have twelve (12) working days to compile the department schedule. Faculty shall choose their assignments during these twelve (12) working days.
 - d. The Chair shall include full time faculty in the email submission of the schedule to the dean.
 - e. The department chair will be included in the email when the dean sends the approved schedule to the Office of Instruction. 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 in to the Colleague system.

- f. Twelve (12) days after the department chair sends his/her email, (see 12.A.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).
- g. See Article 20 for Winter and Summer Instructional Assignments.

10. 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.

a. Lecture Hours		
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

b. Individualized Instruction		
Hours Per Week	Semester Load	Annual Load
0.563	.01389	.06250
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

c. 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, 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. The workload is 0.143 or $54/378 = 0.143$.
- 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

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

$$\text{CHEM 202} = 0.486 \text{ or } (\text{lec } 54/270 = 0.20) + (\text{lab } 108/378 = 0.286) = 0.486. \text{ The total load is } 0.972 \text{ FTEF or } 0.486 + 0.486 = 0.972.$$

11. Class Size

A. 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 Instructional Officer if they meet the requirements of Title V, Section 51702.
- 3) Research and independent study are exempt from such guidelines.
- 4) The Chief Instructional Officer will review enrollment information based upon the close of regular registration as stated in the schedule of classes in order to determine course cancellations.

If a class is permitted to continue, it will not be closed during a semester. If the enrollment drops to zero during the semester, the instructor may be assigned other duties as indicated above (12.A.8).

- 5) 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.

B. 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.

C. Class Stacking is prohibited.

D. Number of Course Preparations

An instructor can be assigned up to seven (7) distinct course preparations per year. An instructor can voluntarily agree in writing to additional preparations. If the instructor is assigned more than seven 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.

E. Offices and Office Hours

1. 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.

- a. Full-time faculty will be provided with an adequate office which is safe, appropriately equipped, and physically accessible to all students.
- b. Where privacy and confidentiality are at issue, space will be available to assure privacy and confidentiality when needed.
- c. 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.
- d. Storage space, outside of full-time faculty offices, will be provided as needed.
- e. Emeritus faculty will be provided with an office space to share for the purpose of doing District business.

2. Office Hours

- a. 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) will be predicated upon this criterion.
- b. The Chief Instructional Officer 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.
 - 1) Full-time faculty with more than five lab hours per week will schedule 200 minutes per week of office hours.
 - 2) 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.
 - 3) Unit members may elect to have online office hours, limited to a maximum of fifty minutes per online class, based on assigned load.
- c. The Chief Instructional Officer 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.
- d. Once approved, full-time faculty members will post their office hours no later than the first day of instruction each semester, using the form provided by the Chief Instructional Officer.

- e. If a teaching full-time faculty member does not submit his/her office hours as indicated above, the Chief Instructional Officer will assign and post office hours which meet the needs of students and also will inform the instructor in writing.
- f. 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 for approval.
- g. 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. See Appendix J-1, Employee Absence Report, and also Article 36 regarding unauthorized absences.

F. Intellectual Property Rights

No individual faculty syllabi or course materials 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.

G. 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 of class.

ARTICLE 13: ONLINE INSTRUCTION AND COMPENSATION

A. Intent

The District and the Association recognize online instruction as a valuable tool for student learning. Therefore, the following practices and provisions shall be implemented in regard to online instruction and compensation.

B. Training and Scheduling

1. The District will provide appropriate technical support and when feasible, the District will provide appropriate training. Faculty who have previously offered online classes or who have gained the necessary training and experience on their own are qualified to teach online classes.
2. Classes may be offered online once the Curriculum Committee has approved them for online delivery. Each faculty member will be limited to .3 semester load online. Additional online classes may be offered hourly.

3. All new classes offered online will utilize the District’s online instructional system (presently *Blackboard*) for initial contact with students.

C. Class Size

1. Online class enrollment will be limited to a maximum of 30 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>
30	N/A
38	25%
45	50%
52	75%
60	100%

D. Office Hours

Unit members may elect to have online office hours, limited to a maximum of fifty minutes per online class, based on assigned load. Online office hours will be established in accordance with the process found in Article 12.D.2 of the Agreement. All office hours, both onsite and online, must be posted and available to all students.

E. Proprietary Rights

The District recognizes that the faculty have an intellectual property right in their online class offerings.

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.

F. Online Classes as Part of Faculty Evaluation

Faculty who teach online classes must provide to the peer reviewer(s) a means for access to the content and delivery of online classes during the evaluation process, if requested by the peer reviewer(s).

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.

B. 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

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

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 duties and responsibilities as a college full-time faculty member. 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. This committee will consist of three full-time faculty members and the area administrator. Faculty committee members will be chosen by the faculty member being evaluated. A faculty committee member (also chosen by the person being evaluated) will chair the evaluation committee and will be responsible for writing the evaluation summary. Any committee member's input, at his or her 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 peer reviewer, 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.
 - 3) 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 employment, the evaluation committee will meet with the new full-time faculty member to describe the evaluation procedures and review timelines.
 - 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, the probationary full-time faculty member will submit his/her evaluation, and the dean 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. The committee chair

will write a summary of the 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.

3. Evaluation Components

Evaluation components will include the following:

- Full-time Faculty Self-evaluation (See Appendix E-3)
- Student Evaluations (See Appendix E-4, E-5, E-6)
- Peer review as part of the committee summary
- Evaluation Committee Review 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).]
- 2) Professional Service and Development
 - a) Membership and service to professional organizations
 - b) Participation in workshops and conferences
 - c) Professional presentations and publications
- 3) Service
 - a) College committees and service
 - b) Community service relying on professional competence

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.

b. Student Evaluations

By the end of the first semester, the dean 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. (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 with the exception of non-teaching full-time faculty.
- 3) By the end of the first semester of employment, the probationary full-time faculty member will submit his/her self-evaluation, and the dean will provide student evaluations to the peer review committee.
- 4) After appropriate review and observation, the committee 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 October of the review year and completed by June 1 of that academic year.
- 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 1.

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) 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

3) Service

- a) College committees and services
- b) Community service relying on professional competence

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 reviewer and their dean.

b. Student Evaluations

By the end of the first semester, the dean 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. (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 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 peer evaluation assessments.

2) 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.
- 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 16: OFF-CAMPUS TRAVEL

Whenever a full-time faculty member is given, as part of his/her regular load, an assignment that requires travel to any location other than the VVC main campus, mileage reimbursement shall be computed in the following manner. The distance between the full-time faculty member's home

and VVC times ten (10) shall be considered the non-reimbursed weekly base. The full-time faculty member shall be paid the Board-approved rate per mile for each additional mile required to complete the assignment after submitting the district mileage reimbursement form attached (Appendix F). The reimbursement request must be submitted within 90 calendar days.

ARTICLE 17: EMERITUS

- A. Retired faculty who have a minimum of 15 years of full-time service at Victor Valley College District may apply for emeritus status.
- B. To receive emeritus status faculty must meet the requirements set out in AP 7211 and fill out and turn in to HR the “Application for Emeritus Status”. (Appendix A)
- C. Emeritus status is for life and recipients will be given a designation appropriate to the service rendered (*eg.* Professor Emeritus, Counselor Emeritus, Librarian Emeritus, etc.).
- D. Emeritus faculty will be granted a faculty parking permit; a campus mailbox; emeritus designation in the catalog; and fee waivers when possible (*eg.* academic courses taken for personal enrichment), for one academic year, or longer if teaching.(see Article 9.G.2)
- E. Emeritus faculty will be provided with an office space to share, with access to a computer, and will retain their VVC email addresses.

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 (10) 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.

3. Facilitators

All non-instructional facilitator positions available for the following academic year, as determined by the Vice President of Instruction or designee, will be 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. 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.

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.

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

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

Additional facilitators may be added at the discretion of the District after consultation with the Association.

4. 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 COMMITTEE ACTIVITIES

- A. Hiring 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 committee activities on a non-contract day, full-time faculty members on the committee shall be compensated at the rate of \$100 per committee assignment for classified employee vacancies, \$200 per committee assignment for full-time faculty vacancies and \$200 per committee assignment for administrative vacancies.
- C. Full-time faculty members shall not be compensated for hiring committee activities conducted on any of the regular contract days.
- D. A full-time faculty member engaging in authorized hiring 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 activities, on both contract and non-contract days.

ARTICLE 20: SUMMER AND WINTER INSTRUCTIONAL ASSIGNMENTS

- A. Winter and Summer Selection Procedures
 - 1. Full-time faculty will have the first right of refusal 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 which must be approved by the CIO or his/her designee.
 - 3. The Office of Instruction will provide each department chair with correct scheduling materials and a scheduling production time line. The Department Chair in collaboration with the full-time faculty in his/her department shall have twelve (12) working days to compile the department schedule. Faculty shall choose their assignments during these twelve (12) working days.

4. The Chair shall include full time faculty in the email submission of the schedule to the dean.
5. The department chair will be included in the email when the dean sends the approved schedule to the Office of Instruction. 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 in to the Colleague system.
6. If there is a conflict between full-time faculty members, the Department Chair will contact each faculty involved and seek a resolution. If the conflict cannot be resolved within the discipline, the Department Chair will use the seniority list (see Article 20.A.7 below). The seniority list will only be used to resolve 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:

Winter & Summer '08	Winter & Summer '09	Winter & Summer '10
Faculty A	Faculty B	Faculty C
Faculty B	Faculty C	Faculty D
Faculty C	Faculty D	Faculty A
Faculty D	Faculty A	Faculty B

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.

8. A full-time faculty member 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.
9. Twelve (12) days after the department chair sends his/her 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 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 on August 30.

B. Winter and Summer Session Compensation

1. Faculty hired prior to January 1, 2015 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 hourly, which may require load splitting.
2. Faculty hired after January 1, 2015, may teach a maximum of 0.4 annual load in the winter and a maximum of 0.4 annual load in the summer, but will be limited to a maximum of 0.1 annual load at 0.66 or 66% percent salary for his/her first 3 summer or winter sessions taught, but not both. The awarding of the 0.66 or 66% assignment shall be consistent with Article 20. Beginning with the fourth summer or winter session taught, faculty hired after January 1, 2015, will be eligible to teach a maximum of 0.4 annual load at the 0.66 or 66% salary.

For example, a faculty member hired January 2, 2015, teaches in winter or summer in 2015, does not teach in winter or summer in 2016, and teaches winter or summer in 2017 and 2018, will be eligible in 2019 to teach a maximum of 0.4 annual load paid at the 0.66 or 66% rate based on the faculty member's placement on the salary schedule the prior semester. (See Article 20.B.1) Assignments exceeding the maximum load at 0.66 or 66% salary will be paid hourly, which may require load splitting.

ARTICLE 21: DEPARTMENTS

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 new departments/programs in consultation with the VVC Academic Senate and 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 association.
2. Department chairs will report to the dean or other first-level administrator responsible for the department.
3. A full-time faculty member who teaches in more than one department is a member of all the departments in which he or she teaches and is responsible for maintaining high standards of competency and professional service.

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

4. Faculty 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.

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.

C. Department Chair Election (Single Discipline Departments)

1. Department chairpersons will be selected by members of the department and will serve a two-year term, commencing June 15. There will be no limit to the number of consecutive terms a department chair may be elected and serve. The incumbent of this position shall be a full-time faculty member, tenured when feasible.
2. 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 below for election. The interim department chair shall serve the remainder of the term of office of the department chair replaced.
3. A full-time, faculty member will vote only in the department 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 department he/she will vote. Associate (part-time) instructors will not be voting members, nor will full-time faculty members teaching on an hourly or overload basis in another department.

4. All full-time, faculty members 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.
5. In the event that there is no consensus regarding a voting method, voting shall be by written, secret ballot (written proxy votes are accepted). All ballots shall list the names of the candidates 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.
6. Elections will be held by April 1 and the department chair shall take office on June 15.
7. The presiding department chair or program director is considered a voting member. Ties will be broken by lot.
8. 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. Appropriate pay will be granted to the department chair after the departments have been merged for 10 or more days.
9. 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.

D. 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 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. Beginning in the spring of 2012, each 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 does not wish to serve. 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.

4. 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. Appropriate pay will be granted to the department chair after the departments have been merged for 10 or more days.
5. 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 D. 2 above for election. The interim department chair shall serve the remainder of the term of office of the department chair replaced.
6. 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) instructors will not be voting members, nor will full-time faculty members teaching on an hourly or overload basis in another department.

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 written resignation shall be submitted to the immediate supervisor fifteen (15) working days prior to the effective date of resignation.
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 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.

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 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 vacant and an election to replace the department chair or program director for the remainder of his/her 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. 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	Stipend or reassigned time	Extra Duty Days/year*
1.0- 6.0	10% (\$1,755)	8
6.1- 12.0	20% (\$3,510)	8
12.1-18.0	30% (\$5,265)	10
18.1-24.0	40% (\$7,020)	10
24.1-30.0	50% (\$8,775)	12
Greater than 31	60% (\$10,530)	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 (6 hours per day) in either winter and/or summer from the academic calendar for the next academic school year, before June 1 of the previous academic school year for summer and December 15 for winter.
3. 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 association.

***Extra duty days for department chairs with state mandated summer and/or winter duties shall remain open for further negotiations in 2016.**

H. 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 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 to meet the needs of the district. In addition, department chairs will attend campus-wide department chair meetings as necessary to meet the needs of the college.
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 new or revised curriculum or programs as requested by area disciplines within his/her department to the Curriculum Committee or send an appropriate designee.
- c. The department chair shall coordinate with discipline faculty to facilitate SLO development and complete SLO assessments. This 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 supply adjunct faculty with discipline SLO and, when applicable, PLO information and forms. 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.H.3.c.d. in the discipline in which he/she has the majority of his/her teaching load.

4. Scheduling

- a. The department chairperson or program director shall after consulting with full time faculty in his/her 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 him/her 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.
- c. The department chairperson or program director shall be a resource for his or her 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 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 writing program review and master planning documents. The department chair will be responsible for coordinating and facilitating completion of program review and master planning documents. All full-time faculty in the department must approve the Program Review before it can be submitted.
- b. 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 he/she 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 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, 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. If the chair is unable to attend any campus wide chair meetings, he/she may send a designee from his/her 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. The department chair or program director shall complete appropriate department forms, e.g. equipment purchases and forward them to the immediate supervisor.
 - d. 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 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 orientation to new full-time and part-time faculty members.
 - c. The department chair or program director, or their departmental designee shall attend the adjunct 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.

- 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
 - f. 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.

Language in Article 21.H.10 shall remain in effect and open to future negotiations in 2015/16.

I. 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 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 and completed by March 30 of each year of their term. The evaluation is a formative ancillary evaluation and is not part of the formal faculty evaluation process and will not 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 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 Office of Human Resources.
 - c. Using information from the survey (Article 21.H.2.b) and his/her experience with the chair, etc., the immediate supervisor shall complete a performance evaluation report (Appendix G-2) on the department chair or program director. The tabulated results of the survey (Article 21.H.2.b) will be provided to the chair along with the dean's 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 needs to do to improve his/her performance. 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 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 unless requested by the chair.

J. 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
Business	BADM BRE ECON
Business Education Technology	BET
Child Development	CHDV
Communication Studies	CMST JOUR
Construction Technology	CT CTMF CTMT CTPW
Cooperative Education	COOP
Developmental Education	BSKL
Computer Information Systems	CIS
Emergency Services	EMS
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
Information Technologies	CIDG ELCT MERT
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
Physics	PHYS ASTR
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

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 serve on this committee.

C. The VVCFA President, in consultation with VVCFA Executive Officers, will appoint members to serve on this committee.

ARTICLE 23: SAVINGS PROVISION

If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

ARTICLE 24: CONCERTED ACTIVITIES

It is agreed and understood that there will be no strike, work stoppage, slow down, picketing, or refusal or failure to fully and faithfully perform job functions and responsibilities by the Association or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity. This Association recognizes the duty and obligation of its representatives to comply with the provision of this Agreement and to make every effort toward inducing all full-time faculty to do so. In the event of a strike, work stoppage, or slow down by full-time faculty who are represented by the Association, the Association agrees in good faith to take all necessary steps to cause those full-time faculty to cease such action.

It is understood and agreed that any employee violating this Article may be subject to discipline up to and including termination by the District, subject to due process.

It is understood that in the event this Article is violated, the District shall be entitled to withdraw any rights, privileges, or services provided for in this Agreement or in District policy from any full-time faculty member and/or the Association.

Management personnel shall not harass, intimidate, or in any way inhibit the full-time faculty from carrying out legal organizational activities.

In the event that the District locks out full-time faculty members, or because of a labor dispute cancels regularly scheduled classes or closes operations, full-time faculty shall receive pay for normal work time.

ARTICLE 25: STRS/PERS REDUCED WORKLOAD PROGRAM (Education Code 87483)

Full-time faculty of the District may request voluntary reduction of their workload to no less than a 50% amount of the annual contract, and at the same time receive full-time service credit for retirement purposes if the following conditions are met.

- A. The full-time faculty member must have reached the age of 55 prior to the reduction in workload.
- B. A full-time faculty member must have been employed full-time in a position requiring STRS/PERS membership for at least ten years of which the immediately preceding five consecutive years were full-time in a position requiring STRS/PERS membership.
- C. The option of Partial Contract employment must be exercised at the request of the employee, and can be revoked during the contract year only with the mutual consent of the employer and the full-time faculty member.

- D. The full-time faculty member shall be paid a salary which is a pro-rata share of the salary he/she would be earning had he/she not elected to exercise the option of Partial Contract employment, but shall retain all other rights and benefits for which he/she makes the payments that would be required if he/she remained in full-time employment.
- E. Full-time faculty members shall be entitled to employee benefits on a pro-rata basis in relation to percentage of annual contract.
- F. The minimum partial contract employment shall be the equivalent of one-half the number of days of service required by the full-time faculty member's contract of employment during his/her final year of service in a full-time position.
- G. Application shall be made annually for voluntary reduction to partial contract employee status.

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

Report of illness shall be made when possible, to the appropriate administrator's office.
(See Appendix J-1)

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 27: INDUSTRIAL ACCIDENT OR JOB-INCURRED ILLNESS LEAVE:

- A. The allowable leave for full-time faculty shall be limited to sixty (60) working days in any one fiscal year for the same accident.
- B. Establishment of eligibility for temporary disability under Division 4 or Division 4.5 of the Labor Code shall be deemed proof of the full-time faculty member's entitlement to this leave.
- C. When a full-time faculty member incurs an industrial accident or illness, he/she shall report to his/her immediate supervisor before the close of the working day in which the accident or illness occurs. A Workman's Compensation form shall be filed with Human Resources within twenty-four (24) hours following the knowledge that an accident or illness has occurred. (Appendix K)
- D. An industrial accident or illness leave shall commence on the first day of absence and shall be reduced by one day for each day of authorized absence. When such leave overlaps into the next fiscal year, the full-time faculty member shall be entitled to only the amount of unused leave due for the same illness or injury.

- E. A full-time faculty member absent from his/her duties due to an industrial accident or illness shall be paid such portion of the salary due him/her for any month in which the absence occurs, as when added to his/her temporary disability, indemnity will result in a payment to him/her of not more than his/her full salary. During such paid leave of absence, the full-time faculty member shall endorse to the District the temporary disability indemnity checks received due to his/her industrial accident or illness. The District in turn shall issue the full-time faculty member appropriate salary warrants for payment of the full-time faculty member's salary and shall deduct normal retirement and other authorized contributions.
- F. Upon termination of the industrial accident or illness leave, a full-time faculty member shall be entitled to the benefits provided in Education Code Sections 87780, 87781, and 87786 and for the purpose of these sections, his/her absence shall be deemed to have commenced on the date of termination of the industrial accident leave. Provided the full-time faculty member continues to receive temporary disability indemnity, he/she may elect to take accumulated sick leave which, will result in payment of not more than full salary.
- G. Any full-time faculty member receiving the benefits of such leave shall, during periods of injury or illness, remain within the State of California.
- H. Allowable Industrial Accident or Job Incurred Illness Leave shall not be accumulated from year to year.

ARTICLE 28: JURY SERVICE LEAVE

A. Definition

Full-time faculty members are subject to be called for jury service.

- B. A full-time faculty member who is called to service during duty hours will be granted a leave of absence.

C. Length of Leave

Leave shall be granted for the lapsed time of attendance required in court and reasonable travel as certified by the clerk or other authorized officer of such jury or court.

D. Compensation

Payment shall be made for such leave and shall be up to, but not more than, the difference between the full-time faculty member's regular earnings and any amount received for jury duty.

E. Service on Jury Duty

Whenever possible, full-time faculty selected to serve on jury duty should attempt to arrange for service during an off-duty period.

- F. Notification for jury service leave shall be made to the Area Administrator, accompanied by the presentation of the official order. (Appendix J-2)

ARTICLE 29: PERSONAL NECESSITY LEAVE OF ABSENCE

Full-time faculty may use not more than six (6) days of accumulated sick 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. (Appendix J-2)

ARTICLE 30: MATERNITY LEAVE

A. Authority

Power to grant leaves of absence for pregnancies is vested with the Governing Board, per Education Code Section 87766.

B. Definition

Required absence from duty because of pregnancy, childbirth, and recovery there from.

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, 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.

E. Compensation

Compensation shall be treated in the same manner as for other temporary disabilities.

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 leave.

B. Notification

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

ARTICLE 32: PROFESSIONAL OPPORTUNITY LEAVE

Definition: An opportunity leave is a leave granted in order that a full-time faculty member may accept a position which will result in the full-time faculty member rendering more effective service to the school district upon his/her return.

A. Length of Leave

Leave may be granted for a maximum of one academic year.

B. Compensation

No salary will be paid by the District for the period of the leave.

C. Request Procedure

The full-time faculty member shall submit a written request through the Office of the Superintendent/President, including a description of the opportunity and how it will enable the full-time faculty member to render more effective service to the school district upon his/her return. The Board of Trustees will consider each case specifically on its merits.

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.

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.

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. 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 34: WITNESS LEAVE

A. Definition

A witness leave is a leave granted to allow a full-time faculty member to appear as a witness summoned by a subpoena or court order, or as a defendant on a job-related case.

B. Length of Leave

Leave shall be granted for the lapsed time of attendance required in court and reasonable travel as certified by the clerk or other authorized officer of such jury or court.

C. Compensation

Payment shall be made for such leave but not more than the difference between the employee's regular earnings and any amount received for witness service.

D. School Business

Full-time faculty ordered to represent the District or in any case involving the District shall be deemed on official school business, and shall be paid his/her regular salary.

E. Notification

Notification for witness leave shall be made to the Area Administrator, accompanied by the presentation of the official order. (Appendix J-2)

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

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 or more years.

B. Length of Leave

Full-time faculty members shall be entitled to a maximum of four (4) days leave. Bereavement leave may be extended to a maximum of five (5) days 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.

C. Compensation

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

D. Notification

Notification for bereavement leave shall be made to the Area Administrator. (Appendix J-2)

ARTICLE 36: DEDUCTIONS FOR UNAUTHORIZED ABSENCES

An unauthorized absence is an absence from a teaching assignment, office hour, or other assigned duties as set forth in Article 12, which has not been reported to the area administrator and approved, if necessary, prior to its occurrence, or a reported absence that is not chargeable as a leave of absence.

Deductions may be made as follows: Unauthorized absences will result in payroll deductions. For full-time faculty, the deduction shall be the ratio of the hours of unauthorized absence to total assigned lecture and laboratory hours in the semester in which the absence occurs times one-half the annual contract salary. For counselors, librarians, the placement office, and other non-teaching personnel it shall be in ratio of unauthorized to total annual contract hours of service.

ARTICLE 37: EFFECT OF AGREEMENT

It is understood and agreed that the specific provisions contained in the Agreement shall prevail over District practices and procedures and over State Laws to the extent permitted by State Law and that in the absence of specific provisions in this Agreement such practices and procedures are discretionary.

ARTICLE 38: MEET AND NEGOTIATE

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

ARTICLE 39: RENEGOTIATION

- A. Either party desiring to modify or amend this Agreement for a future term shall provide to the other written notice of intent to amend or modify.
- B. Upon satisfaction of the public notice requirement and not later than sixty (60) days following submission of the proposal of either party, negotiations shall commence at the mutually acceptable time and place for the purpose of considering proposed modifications of amendments to this Agreement.
- C. The Association shall be provided reasonable release time for a reasonable number of representatives to participate in negotiations and impasse proceedings.
- D. Either party may utilize the services of an outside consultant to assist in the meet-and-negotiate process with twenty-four hour notice to the other party.
- E. The District and the Association agree to furnish the other party, upon request, copies of reports and records that will facilitate the bargaining process.
- F. Within thirty (30) days after reaching agreement, the Association shall submit the Agreement to its membership for ratification and the District to the Board of Trustees for approval.

ARTICLE 40: TERM

This Agreement shall remain in full force and effect from July 1, 2015, through June 30, 2018.

APPENDIX A

APPLICATION FOR EMERITUS STATUS (See Article 17)

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
APPLICATION FOR EMERITUS STATUS

RETIREE COMPLETES FIRST SECTION AND RETURNS TO HUMAN RESOURCES:

Name of Retiree: _____

Date of Application: _____ Date of Retirement: _____

As a retiring academic employee of the Victor Valley Community College District, I hereby apply for emeritus status. I believe I meet the qualifications for this status, which are 1) a minimum of 15 years of full-time service to the district AND 2) a commitment to the college and its welfare as demonstrated by at least 10 years of college service OUTSIDE the individual's primary responsibility including committee work, and/or other services verifiable by Senate, division or department records as follows:

I would like to receive the following privileges as granted in Administrative Procedure 7211:

- Parking permit
- Mailings of academic events
- Emeritus designation in the catalog
- Mailbox for one academic year following retirement

Verification of Qualifications
APPROPRIATE INDIVIDUAL(S) PLEASE COMPLETE AND RETURN TO OFFICE OF HUMAN RESOURCES

1. A minimum of 15 years of full-time service to the district.
Verified: _____
Office of Human Resources

2. Sustained a commitment to the college and its welfare as demonstrated by at least 10 years of college service OUTSIDE the individual's primary responsibility including committee work and/or other services verifiable by Senate, division or department records: **VERIFIED BY:** (Please sign if applicable.)

_____ and/or
Academic Senate President

_____ and/or
Division Dean

Department Chair

3. Office of Human Resources-Emeritus Status Awarded: ___ Yes ___ No

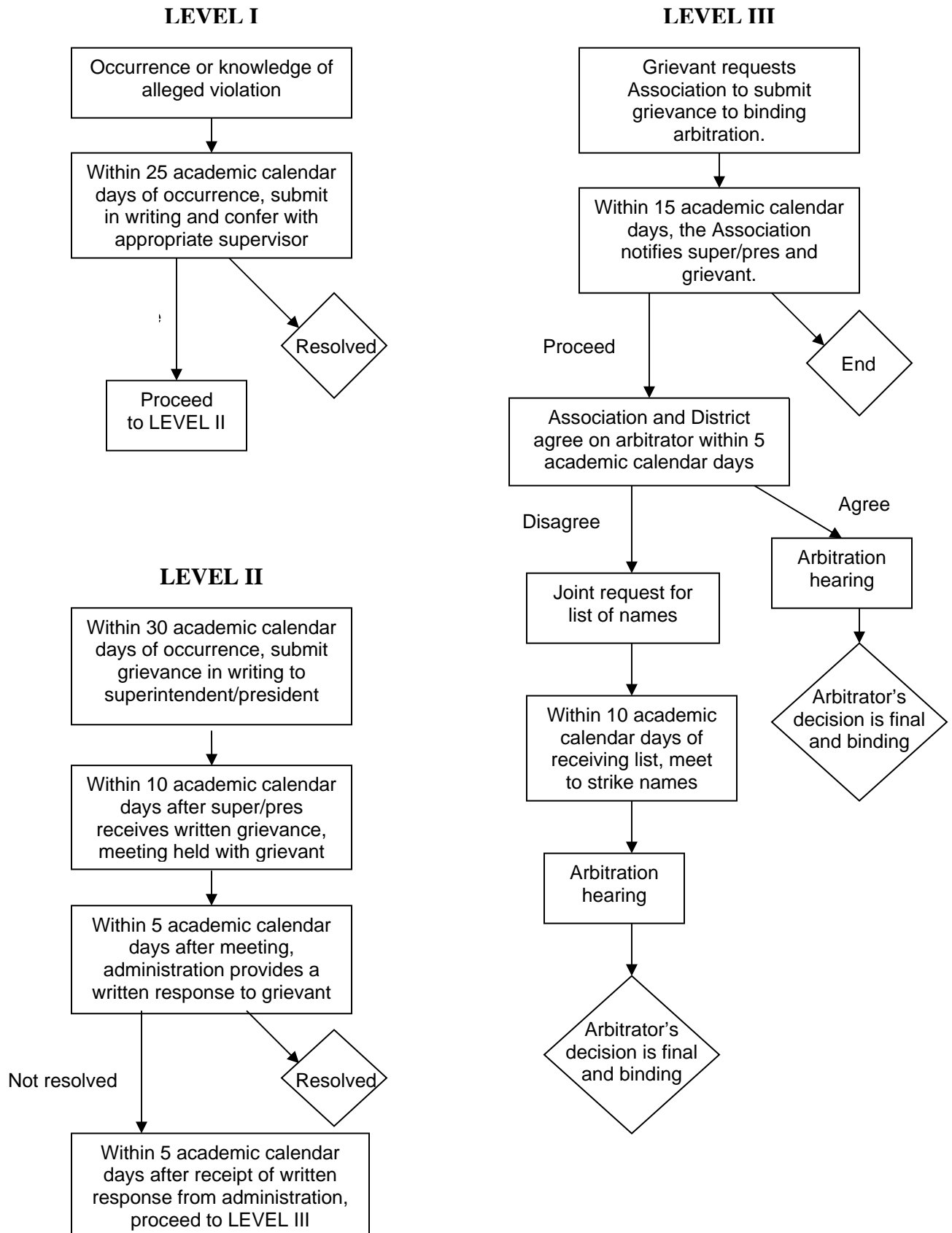
Type of Emeritus Status:
___ Professor Emeritus ___ Counselor Emeritus ___ Librarian Emeritus

APPENDIX B

GRIEVANCE FORMS

(See Article 7)

GRIEVANCE PROCEDURE



Victor Valley Community College District & Victor Valley College Faculty Association

Level 1 Grievance Form (Required)

To: _____, [Appropriate Supervisor]

From: _____, [Grievant(s)]

Date: _____

I. Cite section of contract that is alleged to have been violated.

II. Cite specific circumstances leading to the alleged grievance.

III. Indicate the remedy sought.

Action taken:

Approved

Denied (state reason)

Appropriate Supervisor's signature: _____ **Date:** _____

Employee signature(s): _____ **Date:** _____

cc: VVC Superintendent/President
VVCFA President

Victor Valley Community College District & Victor Valley College Faculty Association

Level II Grievance Form (Required)

To: _____, VVC Superintendent/President
From: _____, [Grievant(s)]
Date: _____

cc: VVCFA President

I. Cite section of contract that is alleged to have been violated.

II. Cite specific circumstances leading to the alleged grievance.

III. Indicate the remedy sought.

Action taken:

- Approved
- Denied (state reason)

Superintendent/President's signature: _____ **Date:** _____

cc: Grievant(s)
VVCFA President

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)

APPENDIX C

SALARY SCHEDULE

(See Article 8)

VICTOR VALLEY COMMUNITY COLLEGE
2017-18 FACULTY SALARY SCHEDULE
 (Full-Time 175 Day Academic Calendar)

APPENDIX C
 See Article 8

Effective 07/01/17 cells
 of the salary schedule were increased by 1.3%

Note: Initial step placement not to exceed step 8; nursing faculty will be placed on the vocational/professional track

Base \$52383; Class increment \$3348 approx.; Step increment \$2322 approx.

STEP	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	STEP
1	52383	55730	59079	62428	65776	1
2	54705	58053	61402	64751	68098	2
3	57028	60375	63724	67073	70421	3
4	59350	62698	66047	69396	72743	4
5	61672	65020	68368	71717	75065	5
6	63994	67342	70691	74040	77387	6
7	66317	69665	73013	76362	79710	7
8	68639	71987	75336	78685	82032	8
9	70962	74310	77658	81007	84355	9
10	73283	76631	79980	83329	86676	10
11	75606	78954	82302	85651	88999	11
12	77928	81276	84625	87974	91322	12
13	80251	83599	86948	90296	93644	13
14	82573	85921	89270	92619	95967	14
15	84895	88243	91592	94940	98288	15
16	87218	90565	93914	97263	100611	16
17	89540	92888	96237	99585	102933	17
18	91863	95210	98559	101908	105256	18
19	94185	97533	100882	104230	107578	19
20	96507	99854	103203	106552	109900	20

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**

* 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

HOURLY COMPENSATION EFFECTIVE 01/01/16 (FACULTY HIRED ON OR AFTER 01/01/15)

	Class I	Class II	Class III	Class IV	Class V
Hourly Credit Pay	\$58	\$59	\$61	\$63	\$65
Unit of Pay	\$1,044	\$1,062	\$1,098	\$1,134	\$1,170

HOURLY COMPENSATION EFFECTIVE 01/01/16 (FACULTY HIRED PRIOR TO 01/01/15)

	Hourly Credit Pay	Unit of Pay
Class I, II and III	\$61	\$1,098
Class IV	\$63	\$1,134
Class V	\$66	\$1,188

1 unit of pay = 16-18 hrs

Salary and hourly compensation were board approved on 11/14/17, effective 07/01/17

APPENDIX D

PRE-APPROVAL OF CLASSES FOR SALARY SCHEDULE ADVANCEMENT

(See Article 8)

Preapproval of Classes for Advancement on the VVC Salary Schedule

To: Academic Development Committee c/o Vice President, Human Resources
 From: _____ Current Department Assignment(s): _____
 Date: _____

I. Per Article 8, Section B.1 of the Agreement, class Advancement shall be based on earned degrees and units earned subsequent to the unit member’s initial placement on the salary schedule. All degrees and units must be for one of the following purposes and indicated on the table below:

- #1 germane to current assignment
- #2 improvement of instructional skills
- #3 germane to an alternate assignment of value to the District

See completed example shown on the table below.

I hereby request approval of the following classes to be used for salary advancement:

College/University	Term	Course#	Course Title	Units/Type	Purpose
CSU-SB	W1999	Math 302	Math for Educators	4 Quarter	#1

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

II. Action Taken	Approved	Denied	Signatures of Committee Members	Date

If denied, state reason: _____

cc: Unit Member
 Vice President of Human Resources

Approval of Educational Program for Advancement on the VVC Salary Schedule

To: Academic Development Committee c/o Vice President, Human Resources
 From: _____ Current Department Assignment(s): _____
 Date: _____

I. Per Article 8, Section B., I hereby request approval of the classes listed below to be used to complete the following educational program:

Educational objective: _____ (e.g., PhD, MA, MS, BA, BS, AA, AS, Certificate)

Title of specific program: _____

Name of college or university: _____

Purpose of program: _____ germane to current assignment
 _____ improvement of instructional skills
 _____ germane to an alternate assignment of value to the District

Important: Attach program documentation (e.g., catalog description with course requirements)

Course #	Course Title	Units/Type	Course#	Course Title	Units/Type

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

II.	Action Taken	Approved	Denied	Signatures of Committee Members	Date

If denied, state reason: _____

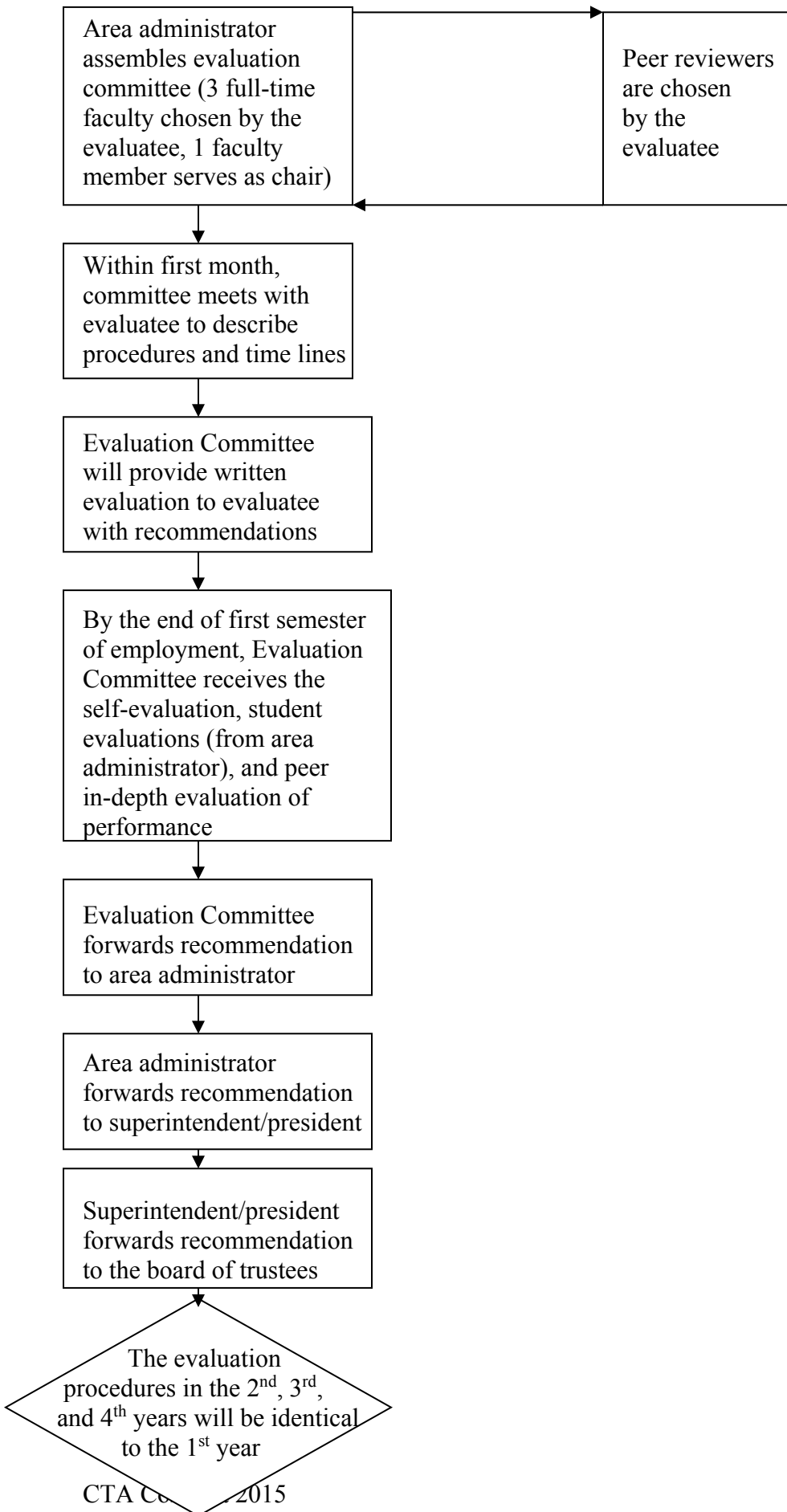
cc: Unit Member
 Vice President of Human Resources

APPENDIX E

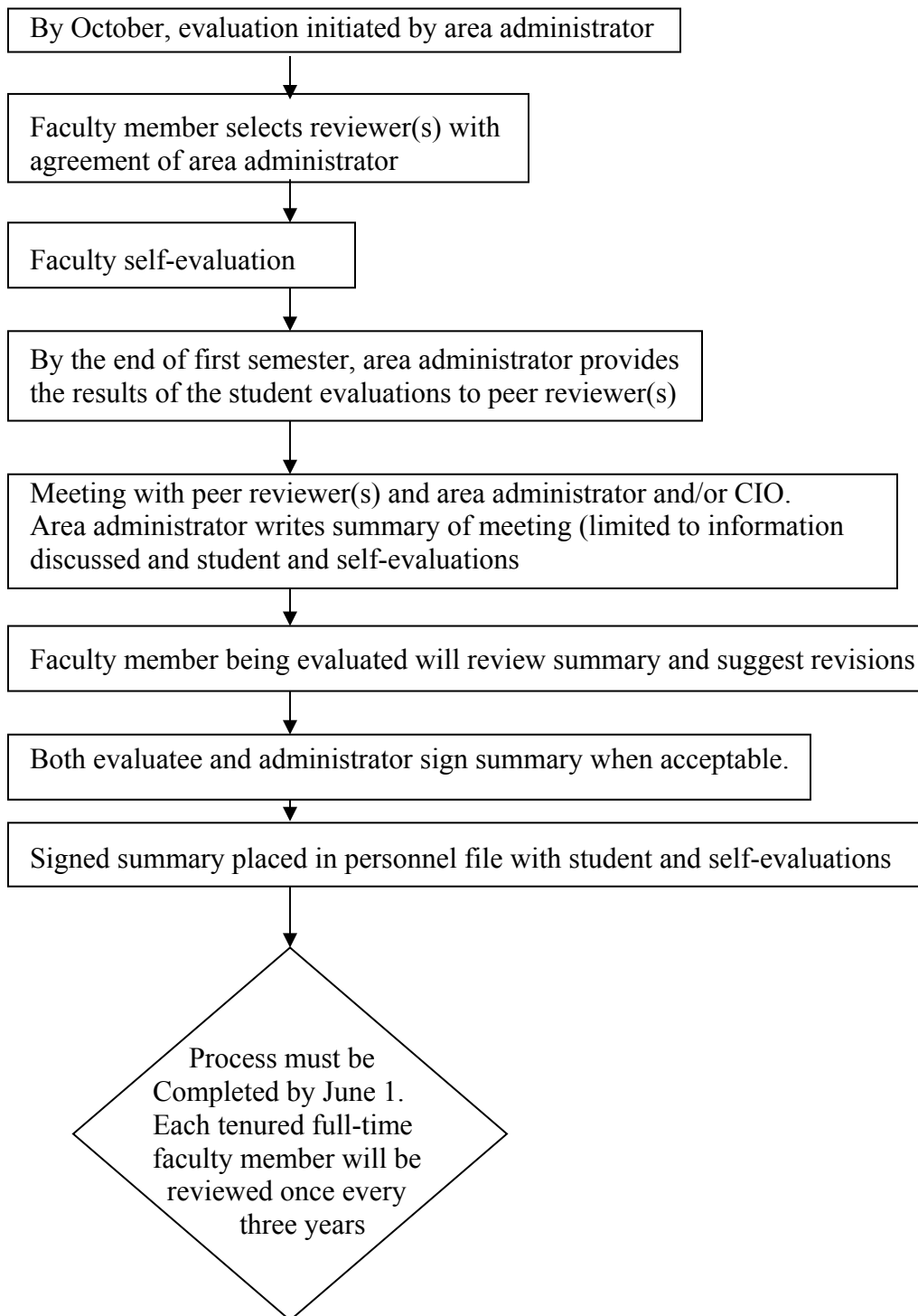
EVALUATION FORMS

(See Article 15)

PROBATIONARY EVALUATION



TENURED EVALUATION



Victor Valley Community College District

FACULTY SELF-EVALUATION

NAME: _____

DATE: _____

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 they think worthwhile. Whenever possible, accomplishments should be documented. (See page 27 for more detailed suggestions.)

Victor Valley Community College District

STUDENT EVALUATION OF FULL-TIME INSTRUCTOR

INSTRUCTOR'S NAME _____ DATE _____
 COURSE _____

Please use a No. 2 Pencil to mark the answers to questions 1-23 on the **SCANTRON SHEET** provided.

A=Excellent B=Satisfactory C=Needs improvement D=Unsatisfactory E=Does not apply

Instruction Presentation

1. Informs students of course objectives.
2. Follows announced learning objectives.
3. Presents subject in a well-organized manner.
4. Presents ideas clearly.
5. Makes effective use of class time.
6. Motivates interest in the subject material.
7. Encourages critical analysis of subject.
8. Considers various viewpoints in subject area.
9. Shows enthusiasm for subject.
10. Maintains classroom conditions conducive to learning.
11. Distributes and follows a course syllabus and outline.

Evaluation of Student Achievement

12. Explains system of grading and evaluation
13. Follows through on evaluation system described.
14. Relates tests to material presented and course objective.
15. Uses tests and other evaluation means to assist the student.
16. Returns tests and assignments promptly.
17. Provides adequate opportunities to demonstrate what is learned.

Meeting Responsibilities

18. Meets each class for the full time.
19. Is readily available to provide individual help during regularly scheduled office hours and at other times by appointment.

Relations with Students

20. Exhibits concern for student's progress.
21. Is effective in student conferences.
22. Communicates and relates well with students.

Overall Evaluation

23. This instructor's overall performance is: A, B, C, D.

PLEASE MARK ON **THIS SHEET** TO ANSWER THE FOLLOWING QUESTIONS:

Difficulty of this Course

The demands of this course and in achieving good grades compared with other college courses I have taken are:

- A. much lighter and easier B. about the same C. somewhat harder D. much harder

Grade Being Earned and Amount

24. The letter grade which I believe I have at this point in the course is an/a ____.
25. My goal, realistically speaking, is to achieve a grade of ____ at the end of this course.
26. At this point in the course I believe I have learned:
 ____ a great deal ____ a moderate amount ____ very little

Comments

Strengths: _____
 Weaknesses: _____
 Suggestions: _____

Any additional comments may be written on the back of this sheet or submitted on a separate sheet.

Victor Valley Community College District

COUNSELOR EVALUATION FORM – STUDENT EVALUATION

WE VALUE YOUR COMMENTS:

We want to find out how Counselors can better assist you. Your opinions will help us improve our services and better meet your needs. Please complete each item and then return this form in a sealed envelope as directed. Thank you.

Today's date _____ Counselor _____

PLEASE INDICATE THE DEGREE OF SATISFACTION WITH YOUR COUNSELING EXPERIENCE:

- | | VS | S | NS | N/O | DN/A |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----|-----|-----|------|
| 1. Counselor was helpful and professional | ___ | ___ | ___ | ___ | ___ |
| 2. Counselor knew what he/she was talking about or suggested how to obtain the appropriate information ... | ___ | ___ | ___ | ___ | ___ |
| 3. I received the information or services I came for (e.g., information on majors, certificates, transfer programs, career guidance, personal assistance | ___ | ___ | ___ | ___ | ___ |
| 4. We discussed what I needed or wanted to know | ___ | ___ | ___ | ___ | ___ |
| 5. Counselor listened carefully to me | ___ | ___ | ___ | ___ | ___ |
| 6. Would you seek services from this counselor again? | ___ | ___ | ___ | ___ | ___ |

If not, why not? (Please explain): _____

VS=Very Satisfied S=Satisfied NS=Not Satisfied N/O=Not Observed DN/A=Does Not Apply

Victor Valley Community College District

STUDENT EVALUATION OF COOPERATIVE EDUCATION FACULTY

INSTRUCTOR'S NAME _____ DATE _____
 COURSE _____

Please use a No. 2 Pencil to mark the answers to questions 1-27 on the **SCANTRON SHEET** provided.

A=Excellent B=Satisfactory C=Needs improvement D=Unsatisfactory E=Does not apply

Instruction Presentation

1. Informs students of course objectives.
2. Follows announced learning objectives.
3. Presents appropriate material in orientation lecture.
4. Helps me to discover new ways of dealing with my situation.
5. Motivates interest in the subject material.
6. Encourages critical analysis of occupational area.
7. Considers various viewpoints in occupational area.
8. Is aware of college policies and requirements affecting students.
9. Has the ability to assist in obtaining career information.
10. Is knowledgeable concerning the job market.

Evaluation of Student Achievement

11. Explains system of grading and evaluation
12. Follows through on evaluation system.
13. Provides adequate opportunities to demonstrate what is learned.

Meeting Responsibilities

14. Is on time for appointments.
15. Is readily available to provide individual help, by appointment.

Relations with Students

16. Exhibits concern for student's progress.
17. Is effective in student conferences.
18. Communicates and relates well with students.
19. Is friendly, sincere, and shows an interest in my problems.
20. Provides an opportunity for me to express my needs and concerns.
21. Creates an atmosphere which enables me to feel comfortable.

Relations with Employer

22. Is effective in employer conferences.
23. Communicates and relates well with students.
24. Is friendly, sincere, and shows an interest in my problems.
25. Provides an opportunity for the employer to express their needs and concerns.

Overall Evaluation

26. This instructor's overall performance is: A, B, C, D.

Difficulty of This Course

27. The demands of this course and in achieving good grades compared with other college courses I have taken are:
 A. much lighter and easier B. about the same C. somewhat harder D. much harder

Complete items 28-30 directly on this sheet, along with any comments or suggestions you may have.

Grade Being Earned and Amount

28. The letter grade which I believe I have at this point in the course is an/a ____.
29. My goal, realistically speaking, is to achieve a grade of ____ at the end of this course.
30. At this point in the course I believe I have learned:
 ____ a great deal ____ a moderate amount ____ very little

Comments

Strengths: _____

Weaknesses: _____

Any additional comments may be written on the back of this sheet or submitted on a separate sheet.

APPENDIX F

MILEAGE REIMBURSEMENT FORM

(See Article 16)

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

18422 Bear Valley Road, Victorville, CA 92392-5849 • (619) 245-4271

PURCHASE REQUISITION/INVOICE NO.

VENDOR **PAYEE** _____

Date _____

ADDRESS _____

SPECIAL INSTRUCTIONS
 If a Revolving Cash Check is needed, please specify the date required.
 Date _____

TELEPHONE _____

SOC. SEC. # _____

• Reimbursement: fill out columns A, B, E, F, G and sign the Reimbursement Certification at bottom left of this form.

REQUESTED BY				DEPARTMENT		ADMINISTRATIVE SERVICES USE ONLY	
						P.O. NO.	VENDOR NO.
ITEM #	A. DATE	B. MILES	C. QUANTITY	D. UNIT	E. DESCRIPTION (Purpose/Destination)	F. UNIT COST	G. AMOUNT
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
11.							
12.							
13.							
14.							
15.							

REIMBURSEMENT CERTIFICATION

I certify that the above items purchased and/or mileage expense incurred were for school district purposes in accordance with the Education Code of California.

PAYEE/ REQUESTOR'S SIGNATURE _____

SUB-TOTAL		
TAX		
EST. SHIPPING		
TOTAL		

ACCOUNT NUMBER(S) REQUIRED

ACCOUNT BALANCE

APPROVAL SIGNATURES REQUIRED

- _____ \$ _____
- _____ \$ _____
- _____ \$ _____

Budget Account Manager _____ Date _____
 Budget Account Manager _____ Date _____
 Budget Account Manager _____ Date _____

APPENDIX G

EVALUATION OF DEPARTMENT CHAIR

(See Article 21I)

Victor Valley Community College District

FORMATIVE EVALUATION OF DEPARTMENT CHAIR

NAME _____ DATE _____

Please use a No. 2 Pencil to mark the answers to questions 1-30 on the SCANTRON SHEET provided.**A=Excellent B=Satisfactory C=Needs Improvement D=Unsatisfactory E=Does Not Apply**Questions for Department Chair Response Document Responsibilities and Duties

1. Holds department meetings as necessary
2. Involves other members of the department in matters concerning budgets, schedules, development and topics discussed in the department chair meetings.
3. Keeps faculty (full time and associates) 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.
8. Reports department recommendations in the area of staffing needs and staffing selection.
9. Provides new hires with an orientation of the department and is available to new hires.
10. Provides faculty (associates/adjuncts) with course outlines offered by the department.
11. Facilitates associates flex orientation meetings.
12. Develops with department members a two-year plan of study.
13. Develops course outlines as required.
14. Meets deadlines related to budgets, schedules, inventories, and book orders.
15. Supports the goals of the department as stated in Educational Master Plan.
16. Department chair is available.
17. Attempts to resolve conflicts between students and instructors.
18. Listens actively and objectively for better understanding.
19. Maintains productive working relationship with faculty, administration and staff.
20. Handles conflict and confrontation in a professional manner.
21. Copes with change in a professional manner.
22. Offers constructive and effective feedback to others.
23. Represents the department in a positive and professional manner.
24. Promotes teamwork and collaboration.
25. Promotes more creative and out-of-the-box thinking.
26. The chair informs the department members of college activities.
27. Promotes the professional growth of associate faculty.
28. Shares department concerns and suggestions to appropriate dean.
29. Maintains files for department to include book orders, minutes for department meeting and department chair meetings and class outlines, schedules, budgets, etc.
30. Fulfills the overall duties of the department chair.

Comments

Strengths: _____

Weaknesses: _____

Suggestions: _____

APPENDIX H

SAFETY AND SECURITY COMMITTEE

(See Article 22)

Victor Valley Community College District

SAFETY AND SECURITY COMMITTEE

1. Membership

A. The Committee shall consist of three (3) unit 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
- 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.
- 3) The committee shall determine the procedure for the presentations to be made before it.
- 4) A quorum shall consist of four (4) members.
- 5) A chairperson shall be elected from the committee membership.
- 6) Each committee member shall have one vote.
- 7) It is recommended that the committee meet not less than once every three (3) months.

3. Recommendations

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

APPENDIX I

Retirement Incentive expired 12/31/15
(INTENTIONALLY LEFT BLANK)

APPENDIX J

EMPLOYEE ABSENCE REPORT FORM NOTIFICATION OF LEAVE

(See Articles 26, 28, 29, 30, 31, 34, 35)

NOTIFICATION OF LEAVE Appendix J-1
(USE PRIOR TO LEAVE – Departmental Use Only - forward to Dean or V-P)

ACADEMIC BARGAINING UNIT

Refer to Bargaining Unit Agreement for specific language

=====

NAME: _____ DEPARTMENT: _____

DATE(S) OF LEAVE: _____ REQUESTED # OF HRS/DAYS: _____

Reason for **PERSONAL NECESSITY** – Article 22 (deducted from available sick leave) (6 days maximum)

Reason for **PERSONAL LEAVE** – Article 24 (deducted from available sick leave) (6 days maximum)

MATERNITY LEAVE – Article 23 (treated in the same manner as illness leave)

JURY SERVICE - Article 28 (Often, extended dates/times are unknown...keep area administrator apprised...turn in court certification with your absence form. Submit Jury Fees paid to Fiscal Services.

WITNESS LEAVE - Article 27 (Often, extended dates/times are unknown...keep area administrator apprised...turn in court certification with your absence form

Bereavement Leave - Article 28(4 days intrastate; 5 days out-of-state or over 300 miles; 6 days over 1000 miles

Relationship of deceased: _____ City/State: _____

Reason for **Leave Without Pay**: (must be board approved in advance) _____

NOTE: For **PROFESSIONAL LEAVE** (Article 25) and **SABBATICAL LEAVE** (Article 26) – refer to full text in Agreement and submit appropriate forms.

Employee Signature _____ Supervisor - Approved Disapproved

Date _____ Date _____

EMPLOYEE ABSENCE REPORT

(use after return from a leave –report absences separately by month)

ACADEMIC BARGAINING UNIT

For complete text, refer to Bargaining Unit Agreement

NAME: _____	SS #: _____
-------------	-------------

<u>LIST ABSENCE DATES</u>	<u># DAYS/HR</u>	<u>REASON FOR ABSENCE</u>	
_____	_____ #days/hrs	PERSONAL ILLNESS LEAVE – Article 26	(01)
_____	_____ #days/hrs	MATERNITY LEAVE – Article 30 (treated in the same manner as illness leave)	(01)
_____	_____ #days/hrs	PERSONAL NECESSITY – Article 29 (deducted from available sick leave) (8 days/hrs maximum) <input type="checkbox"/> FAMILY ILLNESS/APPTS. <input type="checkbox"/> EXTRA BEREAVEMENT <input type="checkbox"/> OTHER Describe: _____	(40)
_____	_____ #days/hrs	PERSONAL LEAVE – Article 31 Advanced written notification required (deducted from available sick leave) (8 days/hrs maximum) (Attach a copy of advance written notification per above)	(84)
_____	_____ #days/hrs	JURY SERVICE - Article 28 (Often, extended dates/times are unknown...keep area administrator apprised...turn in court certification with your absence form. Submit Jury Fees paid to Fiscal Services.	(84)
_____	_____ #days/hrs	WITNESS LEAVE - Article 34 (Often, extended dates/times are unknown...keep area administrator apprised...turn in court certification with your absence form)	(86)
_____	_____ #days/hrs	BEREAVEMENT LEAVE - Article 35 (4 days/hrs intrastate; 5 days/hrs out-of-state or over 300 miles; 6 days/hrs over 1000 miles) Relationship of deceased: _____ City/State: _____	(81)
_____	_____ #days/hrs	INDUSTRIAL ACCIDENT/JOB-INCURRED ILLNESS LEAVE - Article 27, Appendix K (report must be on file with H/R) Original Date of injury/illness: _____	(83)

NOTE: For PROFESSIONAL OPPORTUNITY LEAVE (Article 32) and SABBATICAL LEAVE (Article 33) – refer to full text in Agreement and submit appropriate forms.

NOTE: For FAMILY LEAVE (FMLA/CFRA), see Appendix Q: Board Policy 4152.

Employee Signature _____	Area Administrator Signature _____
Date _____	Date _____

PAYROLL USE ONLY:
Requested leave unavailable. Charge _____ days/hrs to _____, or Dock \$ _____ on _____ Payroll

NOTE: _____

APPENDIX K
INDUSTRIAL ACCIDENT
OR
JOB-INCURRED ILLNESS
LEAVE FORM

(See Article 27)

VICTOR VALLEY COLLEGE EMPLOYEE REPORT OF OCCUPATIONAL INJURY OR ILLNESS

REPORT ALL INJURIES TO YOUR SUPERVISOR IMMEDIATELY

COMPLETE THIS FORM & BRING TO HUMAN RESOURCES WITHIN 24 HOURS OF INJURY/ILLNESS ONSET

PRINT NAME: _____ SOCIAL SECURITY - LAST 4 # _____
 HOME ADDRESS: _____ BIRTHDATE: _____
 City/St/Zip _____, CA _____ HOME PHONE: _____
 mailing if different → _____ CELL & WORK PH: _____
 JOB TITLE: _____ SUPERVISOR: _____

F/T or HOURLY? (or, VOCATIONAL STUDENT YES) HIRE DATE: _____ WORK AREA: _____

DATE OF INJURY/ILLNESS: _____ **TIME:** _____ **AM PM** **WORK DAY BEGAN:** _____ **AM PM**

- 1) DID INCIDENT OCCUR ON EMPLOYER PREMISES: YES NO WHERE DID IT OCCUR: _____
- 2) NATURE OF INJURY/ILLNESS – describe: twisted, struck, fell... & body part affected – example- right/left arm, swollen, etc.

- 3) What were you doing when injured? Specify activity and identify tools, equipment or material you were using. Use back if more space is needed.

- 4) What type of safety equipment, if any, is required for this job duty? _____
- 5) Were you following prescribed safety procedures, including use of safety equipment? YES NO
- 6) Have you ever been treated for a similar injury/illness? YES NO IF YES, what date? _____
 Name and address of treating physician at that time: _____
- 7) Name(s) of any witnesses to this particular incident: _____
- 7) What do you recommend for preventing this type of injury? (State specific preventive measures):

DO YOU REQUIRE OR DESIRE MEDICAL ATTENTION AT THIS TIME?

- YES If so, you must request a Medical Service Order from Human Resources prior to obtaining medical service.
Please advise H/R if you have a Pre-Designated Physician form on file (applicable to benefits-eligible employees only)
- I already received emergency medical treatment (provide doctor's report) (or if there has been an injury-reporting delay).
- NO If not, please initial here: _____ NOTE: Medical treatment may be requested at a later date but you will need a Medical Services Order form from Human Resources BEFORE obtaining medical services.

I declare under penalty of perjury that the foregoing is true and correct and that I have received current information regarding my benefits (attached pamphlet).

Signature of Employee: _____ Date report completed: _____

HUMAN RESOURCES USE ONLY:	PROVIDED DWC-1 <input type="checkbox"/> NO <input type="checkbox"/> YES
Date Report Received _____	Date Form or Email to Supervisor: _____ File only, no action <input type="checkbox"/>

APPENDIX L

SABBATICAL LEAVE REQUEST FORM

(See Article 33)

Victor Valley Community College District

SABBATICAL LEAVE REQUEST

TO: Sabbatical Leave Committee c/o VVC Superintendent/President

FROM: _____

DATE: _____

Type of Leave Requested: ___ Formal Study ___ Independent Study ___ Research
 ___ Other (explain)

Proposed Topic or Title: _____

Propose of Proposed Study:

Include relationship to present or prospective college assignment and value to the District.

Anticipated Outcomes or Results:

State the ways in which the results will benefit the college and the students.

Length and Dates of Proposed Sabbatical Leave:

Number of semesters requested: _____ ___ Fall _____ ___ Spring _____

Leave to begin _____ Leave to end _____

Years as Full-time Faculty Member at Victor Valley College: _____

Have you had a sabbatical previously? ___ Yes ___ No

If yes, please give date(s) _____

I understand that if granted a sabbatical leave, I will be required to file a bond with the District. I also understand that I will be required to submit a written report to the Superintendent/President on the day of my return to the District.

APPENDIX M

DELETED 3/11/08
(INTENTIONALLY LEFT BLANK)

APPENDIX N

DELETED 3/11/08
(INTENTIONALLY LEFT BLANK)

APPENDIX O

EDUCATIONAL ADMINISTRATORS' RETREAT RIGHTS

Administrative Procedure 7250, Educational Administrators

An administrator is a person employed by the board in a supervisory or management position as defined in Government Code Sections 3540, et seq.

Educational administrators are those who exercise direct responsibility for supervising the operation of or formulating policy regarding the instructional or student services programs of the district.

An educational administrator who has not previously acquired tenure as a faculty member in the district shall have the right to become a first year probationary faculty member once his or her administrative assignment expires or is terminated, if the following criteria are met:

- The administrator meets the criteria established by the district for minimum qualifications for a faculty position, in accordance with procedures developed jointly by the superintendent/president and the Academic Senate and approved by the board. The board shall rely primarily on the advice and judgment of the Academic Senate to determine that an administrator possesses minimum qualifications for employment as a faculty member.
- The requirements of Education Code Section 87458(c) and (d), or any successor statute, are met with respect to prior satisfactory service and reason for termination of the administrative assignment.

Educational administrators shall be compensated in the manner provided for by the appointment or contract of employment. Compensation shall be set by the board upon recommendation by the superintendent/president. Educational Administrators shall further be entitled to health and welfare benefits made available by action of the board upon recommendation by the superintendent/president.

Educational administrators shall be entitled to vacation leave, sick leave, and other leaves as provided by law, these policies, and administrative procedures adopted by the superintendent/president.

Reference: Education Code Sections 72411 et seq., 87002(b), 87457-87460; Government Code Section 3540.1(g) and (m)

Board Policy 7250, Educational Administrators

An administrator is a person employed by the board in a supervisory or management position as defined in Government Code Sections 3540, et seq.

Educational administrators are those who exercise direct responsibility for supervising the operation of or formulating policy regarding the instructional or student services programs of the district.

An educational administrator who has not previously acquired tenure as a faculty member in the district shall have the right to become a first year probationary faculty member once his or her administrative assignment expires or is terminated, if the following criteria are met:

- The administrator meets the criteria established by the district for minimum qualifications for a faculty position, in accordance with procedures developed jointly by the superintendent/president and the Academic Senate and approved by the board. The board shall rely primarily on the advice and judgment of the Academic Senate to determine that an administrator possesses minimum qualifications for employment as a faculty member.
- The requirements of Education Code Section 87458(c) and (d), or any successor statute, are met with respect to prior satisfactory service and reason for termination of the administrative assignment.

Educational administrators shall be compensated in the manner provided for by the appointment or contract of employment. Compensation shall be set by the board upon recommendation by the superintendent/president. Educational Administrators shall further be entitled to health and welfare benefits made available by action of the board upon recommendation by the superintendent/president.

Educational administrators shall be entitled to vacation leave, sick leave, and other leaves as provided by law, these policies, and administrative procedures adopted by the superintendent/president.

Reference: Education Code Sections 72411 et seq., 87002(b), 87457-87460; Government Code Section 3540.1(g) and (m)

See Administrative Procedure [7250(a)].

APPENDIX P

DELETED 3/11/08
(INTENTIONALLY LEFT BLANK)

APPENDIX Q

FAMILY MEDICAL LEAVE ACT

The state and federal requirements pertaining to the Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA) will be applied accordingly and as prescribed by law.

APPENDIX R

MEMORANDUM OF UNDERSTANDING AGENCY FEES

**MEMORANDUM OF UNDERSTANDING
AGENCY FEES**

This Memorandum of Understanding is entered into by and between the Victor Valley Community College District (hereinafter "District") and the Victor Valley College Faculty Association (hereinafter "Association").

WHEREAS, the members of the Association have ratified Victor Valley College as an "agency fee workplace," and

WHEREAS, the agency fee provision requires all faculty to pay unified dues, and

WHEREAS, unified dues include NEA, CTA, CCA, and VVCFA (local) dues, and

WHEREAS, faculty bargaining unit members who are not members of the Association may either apply for an exemption as a religious objector or pay the agency fee, and

WHEREAS, faculty bargaining unit members may apply for exemption on the basis of religious objections and seek approval from the Association's Executive Board by submitting the required form, and

WHEREAS, if approved, religious objectors shall pay, within thirty days of approval, all unified dues to a charity approved by the Association's Executive Board, and

WHEREAS, the following charities have been approved by the Association's Executive Board:

**Boy Scouts of America
1230 Indiana Court
Redlands, CA 92374**

**Girls Scouts of America
13819 Amargosa Road #3
Victorville, CA 92392**

**Alzheimer's Disease Association
2930 Inland Empire Boulevard #101
Ontario, CA 91764**

**Victor Valley College Foundation
18422 Bear Valley Road
Victorville, CA 92395**

**The American Red Cross
16248 Desert Knolls Drive
Victorville, CA 92392**

WHEREAS, if all unified dues are not paid by religious objectors within thirty days of approval to an approved charity, status will automatically revert from religious objector to paying agency fees, and

WHEREAS, faculty bargaining unit members who pay the agency fee shall pay unified dues, and

WHEREAS, faculty bargaining unit members who pay the agency fee (NEA, CTA, CCA; and VVCFA [local]) dues are eligible to apply for a refund of approximately 25-30% of unified dues that are not used for negotiation or representation purposes, and

WHEREAS, by October 15 of each year, CTA shall notify the faculty bargaining unit members who pay the agency fee of the refund procedure, and

WHEREAS, it is the responsibility of the faculty bargaining unit members who pay the agency fee to apply for said refund, and

WHEREAS, the Association is not involved in the refund process;

NOW, THEREFORE, it is agreed by and between the parties as follows:

This Memorandum of Understanding shall become effective immediately.

VICTOR VALLEY COMMUNITY
COLLEGE DISTRICT

Louis E. Zellers 10/16/06
Louis Zellers Date
Interim Superintendent/President

VICTOR VALLEY COLLEGE
FACULTY ASSOCIATION

Lisa Ellis 10-16-06
Lisa Ellis Date
CTA President