

1 **MEMORANDUM OF UNDERSTANDING CROSS-LISTED**  
2 **CLASSES/CLASS STACKING**  
3 **November 30, 2023**  
4

5 This Memorandum of Understanding is entered into by and between the Victor Valley Community  
6 College District (hereinafter "District") and the Victor Valley College Faculty Association (hereinafter  
7 "Association").  
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9 WHEREAS, the bargaining representatives of the District and the Association have met and negotiated  
10 in good faith to discuss errors in designating classes as "cross-listed" when *class stacking* actually  
11 occurred, before, during and after the MOU on class stacking, which expired August 2021. This  
12 resulted in deductions from some full-time faculty pay warrants, as well as underpaying faculty for  
13 stacked classes over the last three years. Article 12.C was violated in 2019-2020 and 2021-2022.  
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15 NOW THEREFORE, the District and the Association have reached the following agreement:  
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- 17 1. Article 12.C which states: "Class Stacking is prohibited" was suspended for the term of an MOU agreed  
18 to previously by the Association and the District, June 22, 2020-August 21, 2021.  
19
- 20 2. During the period of the previous MOU, class stacking was voluntary. The district could not force any  
21 full-time faculty member to stack classes, and the choice to stack classes had to be made before the  
22 schedule was published in WebAdvisor. However, many full-time faculty were not informed their classes  
23 were stacked (they were told they were "cross-listed"), and did not make the choice to stack classes,  
24 they were told to do so. This resulted in loss of compensation guaranteed by the previous MOU during  
25 2020-2021. In 2019-2020 and in 2021-2022, class stacking continued, and some faculty were told they  
26 were overpaid under the erroneous designation of cross-listing classes, and had to reimburse the  
27 District. The definition of "cross-listing" is: a single course offered for registration under two or more  
28 departments and is identical for everyone participating.  
29
- 30 3. No more than 2 sections of a course were to be stacked together; some full-time faculty stacked three  
31 courses before and after the MOU.  
32
- 33 4. Class stacking was limited to lecture classes only. When a lecture/lab course is over-enrolled, faculty  
34 will receive additional load for the lecture portion of the class and all lab classes associated with the  
35 lecture will be compensated at the regular lab load rate or at the applicable hourly rate if the assignment  
36 is over 100% semester load.  
37
- 38 5. When two sections are stacked, faculty will be paid 200/4 semester load for the first section and 15%  
39 semester load for the second section.  
40

41 **Examples:**  
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43 **3 units of lecture = 20% semester load\***  
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45 2 stacked sections = 35% semester load (20% + 15% additional semester load)  
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47 **4 units of lecture = 26.6% semester load\***  
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49 2 stacked sections= 41.6% semester load (26.6% + 15% additional semester load)  
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51 \*15 units= 1000/4 semester load  
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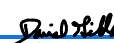
- 53 6. All full-time faculty negatively impacted by the erroneous designation that their classes were "cross-  
54 listed", rather than "stacked", shall be compensated at their current hourly rate as per the previous MOU  
55 for the period August 26, 2019-June 13, 2020, and August 23, 2021-June 11, 2022, on their next pay  
56 warrant.

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- 7. All full-time faculty who had stacked classes during the period of the MOU, but were not informed they could stack classes for extra compensation shall be paid at their current hourly rate as per the MOU on Class Stacking, 2020-2021, on their next pay warrant.
- 8 Any amount paid back to the District due to mislabeling of stacked classes as “cross-listed”, resulting in full-time faculty returning “overpaid” compensation, shall be returned to these faculty on their next pay warrant, if this occurred between August 26, 2019-June 11, 2022.
- 9. Class stacking shall immediately cease, and Article 12.C will be enforced, pending negotiation of the current successor agreement between VVCFA and the District, or until another MOU allowing class stacking is negotiated by VVCFA and the District for the 2022-2023 academic year.

This Memorandum of Understanding shall take effect October 13, 2022, and end when full-time faculty have been made whole. For all class stacking occurring after January 1, 2023, the language in the MOU of August 23, 2023, will be in effect until the successor CBA is ratified and approved.

  
Daniel Walden (Dec 5, 2023 10:23 PST)  
Daniel Walden, President, Victor Valley College  
Date: Dec 5, 2023

  
David Gibbs (Dec 4, 2023 19:45 PST)  
David Gibbs, VVCFA President  
Date: Dec 4, 2023








# MOU Class Stacking\_Cross Listing-2023-11-30

Final Audit Report

2023-12-05

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